

HAPEVILLE CHARTER SCHOOL

Charter Renewal

For

Fall 2009

Submitted to Fulton County Board of Education
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Submitted by:

Georgia Magnet/Charter Schools Foundation, Corp.
Decatur, Georgia

Petition Primary Contact:

Dr. Gary Martin
43 Village Court
Decatur, GA 30030
678-576-0342

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Mission

Hapeville Charter School is comprised of two entities: the middle school, which includes grades 6-8, and the Career Academy high school, which will include grades 9-12. The mission of the combined middle and high school programs is (1) - to provide a challenging and encouraging learning environment geared to increasing student achievement through academic and organizational innovation and (2) - to guide each student through the process of identifying, developing and achieving individual academic, personal and professional goals.

While the mission of the middle school grades is to prepare each student for a college preparatory high school in a safe and caring learning environment, the mission for the Career Academy high school grades is:

- (1) to provide a challenging and encouraging learning environment which substantially prepares each student for college and the workplace by supporting and encouraging the student's motivation to learn and excel, and
- (2) to provide the foundation and resources for each student to increase his/her individual, academic and personal achievement during the high school years through close relationships with teachers and fellow students, rigorous and relevant curriculum (which meets State and local guidelines,) the attainment of industry-relevant credentialing, and exposure to career and educational options outside of the high school and
- (3) to help students maintain and build motivation by identifying and pursuing interests that lead to meaningful jobs that will initiate a career path.

Academic Program

- *Strategies to increase student achievement*

The curriculum plans for Hapeville Charter School have been organized with the goal of offering challenging courses to lay the groundwork for excellence and opportunities for every student to attend a college preparatory High School.

Analysis of student progress reports, end of term report cards, CRCT, End of Course Test (EOCT), Northwest Evaluation Association (NWEA) and other standardized test scores and classroom assessments indicate the need for refocusing the instructional strategies and approaches to improve the academic achievement of our students. Instructional programs with fully integrated components (such as Response to Intervention (RTI)) are being implemented (through a strategic professional development plan for faculty) with the goal of raising the bar of effective instruction and assessment. The administrative and academic team will:

- Provide a consistent core of effective instruction across grade levels through professional development offerings and vertical teaming.
- Collect, analyze and expand the use of classroom data through the utilization of software and teacher training in data collection, data analysis, instructional planning, and assessment.
- Actively communicate with students' families to ensure as much parental involvement and participation in the educational process as possible.
- Promote cultural competence through understand and capitalizing on the community's culture, abilities, resilience, and efforts.

Hapeville consists of a faculty/staff team that has devoted its lives to the pursuit of knowledge for the betterment of students. Hapeville believes, and practices each day, that the commitment and dedication it takes to advance knowledge and transform lives starts in a loving and caring environment.

- *Academic innovation or flexibility*

The School Improvement Team has agreed upon the implementation of the Pyramid of Interventions as the conceptual framework for promoting the success of the students attending Hapeville Charter School to meet or exceed Georgia's proficient and advanced levels of student performance on standardized testing. The Pyramid of Interventions implementation will include the following four tiers:

- (1) Standards Based Classroom Learning
 - All students participate in learning that includes:
 - i. Implementation of the Georgia Performance Standards through research-based practices
 - ii. Use of flexible groups for differentiation of instruction
 - iii. Frequent progress monitoring
- (2) Needs Based Learning
 - Identified students participate in learning that is in addition to Tier 1 and different by including:
 - i. Formalized processes of intervention
 - ii. Great frequency of progress monitoring
- (3) SST Driven Learning
 - Identified students participate in learning that is in addition to Tier 1 and Tier 2 and different by including:
 - i. Individualized assessments
 - ii. Interventions tailored to individual needs
 - iii. Referral for specialty designed instruction if needed
- (4) Specially Designed Learning
 - Identified students participate in learning that includes:
 - i. Specialized programs
 - ii. Adapted content, methodology, or instructional delivery
 - iii. GPS access/extension

The following critical components will be followed:

- (1) Universal Screening
- (2) Measurable definition of problem area
- (3) Baseline data prior to an intervention
- (4) Establishment of a written plan detailing accountability
- (5) Progress monitoring
- (6) Comparison of pre- and post- intervention data for efficacy

The assumptions of the Pyramid of Interventions include:

- All teachers are working consistently to provide appropriate interventions for all children
- Student achievement data will be collected and reported to determine the success of the interventions being used
- Teachers know which interventions are most appropriate depending upon the students' needs
- Any child who is exhibiting academic and/or behavioral problems will be identified

- Parents will be willing to have their child participate in the interventions
- Students are making a genuine effort to succeed
- All staff believes that the model is an effective tool for identifying and directing students in jeopardy of failing

The reasons for implementing the Pyramid of Intervention's problem solving practices and response to intervention models include:

- Creating the time, structures, and opportunities for teachers to engage in inquiry, and collegial dialogue, and learn and practice effective problem solving
- Focusing on collecting and analyzing evidence of student learning and promoting student success
- Creating opportunities for universal prevention and early intervention activities
- Having high and achievable developmentally appropriate expectations for all students

Hapeville Charter School will be implementing The Learning-Focused Schools Model (Strategies and Solutions.) The comprehensive school improvement model:

- Provides schools with consistent vernacular for learning; and
- Provides exemplary strategies for learning and instruction; and
- Is a framework for higher level thinking, and extending and refining skills; and
- Is organized in a framework designed explicitly for raising student achievement; and
- Has embedded research-based strategies.

Organization

- *Examples of organizational innovation or flexibility*
 - ❑ Since its inception, a driving philosophy and spirit of the teams at Hapeville Charter School has been that we are open to try new things. During the first four year of operation, that mean many different things across the school community ...to the students attending the summer athletic camp, it meant the scholarships Coach Al Andrews successfully secured through friends in professional football...to the parents, it meant listening and taking action as they consistently asked "why not a high school?" as they looked for a similar HCS experience for their students about to graduate....and to the students of the first graduating class, it meant the limousines Ms. Grubbs was able to "get sponsored" so that everyone rode to the prom in style. The School team considers this value to be a differentiator for us and work is done every day to demonstrate to students that if you don't try, you'll never know if you could have succeeded.
 - ❑ Both operational and strategic decisions are developed by the Administration Team which is made up of the Director, Principal, Business Manager, Communications Director, Instructional Support Specialist, Title I Coordinator and Counselor for presentations and discussions with the Board of Directors for final approvals. Faculty are encouraged to (1) participate in discussions regarding decisions being made which impact the classroom, and (2) read, research, and determine classroom teaching methods which address the Hapeville Charter student academic and social needs.
 - ❑ The charter school family includes strong community support ties through the Director of Communications who works closely with the City of Hapeville Economic Development Office. Many regularly scheduled City events are coordinated with the charter school activities as a result of the building of the link with the community.

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- The Foundation Board officers are comprised of an academic leader, a business leader as well as a local community leader. The combination of these three perspectives, working in concert with the Senior Administrative team at Hapeville Charter, ensures that the school’s perspective is:
 - √ both academically sound and imaginative
 - √ fiscally wise and managerially sustainable
 - √ and supportive of community needs and priorities.

- *Operated by Education Management Organization?*
 - Hapeville Charter School is not operated by an education management organization.

- *Evidence of the petition being in the “public interest”*

Under the leadership of the Hapeville Mayor’s office, the Hapeville Educational Committee, a collaborative three-year effort with citizens, civic organizations, local businesses and individuals interested in community education helped pave the way to establish the Hapeville Charter Middle School in 2004. Hapeville is located in a corridor that includes both an in-town housing boom as well as an increasing population of potentially at-risk students – and the city had a growing interest in providing community education to help address both needs.

City leaders were instrumental in introducing the petitioner, Dr. Gary Martin, with the Trustees of the Hapeville United Methodist Church to enable affordable facilities to the school. The church, whose congregation size had dwindled to very low levels in the recent past, recognized the opportunity to partner with the school for mutual benefit: the school would have a building in a land-locked downtown community at a reasonable rental rate and the church would have an income to sustain its membership. The partnership, which once stemmed from our need to depend on each other to sustain our individual needs, has proved to be a win-win situation for all involved.

The city of Hapeville was awarded the 2004 – 2005 Atlanta Regional Commission Award for Excellence in Education because of the desire of the Hapeville citizenry to return excellence in education to local, neighborhood schools.

The application for that award reads (in part):

“Hapeville, the City with a Heart, is very proud of the results of its effort to offer an alternative for educational opportunities for all south Fulton County students... (and) is also determined to bring a High School back to the community.

The City of Hapeville has seen a dream come true in the re-establishment of a community school. Local government, citizens, civic organizations and business can determine the course of education for the local community. It just takes dedication, determination and heart.”

As the middle school began operation and parents started voicing satisfaction about the overall academic and student experience at Hapeville Middle, the appeal from satisfied parents and local community leaders for the Administration to start a high school soon increased. With input from the parents, the Administration started work defining the high school initiative which soon turned into the Career Academy – which focused on increasing graduation rates and, thereby, helping the local community address one of its preeminent education concerns.

Hapeville Charter School -
FROM GROUND BREAKING TO ROOF RAISING at the CAREER ACADEMY



Government representative from State of Georgia, Fulton County, and Hapeville City as well as HCS faculty, administrators, faculty and guests join HCS students as the group breaks ground for Hapeville Charter Career Academy, Union City Campus.



Working with Hapeville Charter School to realize our next phase is The Sizemore Group, our architects/designers and Lusk Construction that are both currently building the Career Academy for LEED certification.

The Fulton County School System recognized the success of Hapeville Charter Middle School by granting the petition to establish a high school Career Academy. With a \$3.2 grant from the Georgia Governor's Office, the school will open in 2009.

For Renewal Petitions Only

- *How did the school perform in meeting AYP and the performance-based goals and measurable objectives of the charter?*

The following six comparison goals as stated in the Hapeville Charter School petition were achieved during the Spring 2008 CRCT assessments:

1. When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in mathematics will exceed the group mean score results of Fulton County Schools.

Mathematics CRCT Spring 2008	State of Georgia	Fulton Co. Schools	Hapeville Charter
6 th Grade Math	69%	73%	64%
7 th Grade Math	80%	81%	82%
8 th Grade Math	62%	66%	68%

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The Spring 2008 group mean score percentage of Hapeville Charter students who met or exceeded the State of Georgia CRCT standards in the area of mathematics exceeded the State of Georgia and the Fulton County School percentages in 2 out of the three grade levels.

- When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in science will exceed the group mean score results of Fulton County Schools.

Science CRCT Spring 2008	State of Georgia	Fulton Co. Schools	Hapeville Charter
6 th Grade Science	66%	75%	86%
7 th Grade Science	75%	79%	58%
8 th Grade Science	60%	65%	68%

The Spring 2008 group mean score percentage of Hapeville Charter students who met or exceeded the State of Georgia CRCT standards in the area of science exceeded the State of Georgia and the Fulton County School percentages in 2 out of the three grade levels.

- When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in reading will exceed the group mean score results of Fulton County Schools.

Reading CRCT Spring 2008	State of Georgia	Fulton Co. Schools	Hapeville Charter
6 th Grade Reading	91%	94%	96%
7 th Grade Reading	88%	92%	90%
8 th Grade Reading	91%	94%	94%

The Spring 2008 group mean score percentage of Hapeville Charter students who met or exceeded the State of Georgia CRCT standards in the area of reading exceeded the State of Georgia percentages in all three grade levels. The Spring 2008 group mean score percentage of Hapeville Charter students were higher in the 6th Grade Level than the Fulton County School group mean score for 6th graders.

4. When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in mathematics will exceed the group mean score results of demographically similar schools in the Fulton County System.

Mathematics CRCT Spring 2008	Hapeville Charter	Paul D. West	McNair	Woodland
6 th Grade Math	64%	47%	40%	52%
7 th Grade Math	82%	59%	53%	75%
8 th Grade Math	68%	32%	33%	47%

The Spring 2008 group mean score percentages of Hapeville Charter students who met or exceeded the state standards in mathematics were higher than the three demographically similar schools in the Fulton County System.

5. When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in science will exceed the group mean score results of demographically similar schools in the Fulton County School System.

Science CRCT Spring 2008	Hapeville Charter	Paul D. West	McNair	Woodland
6 th Grade Science	86%	73%	44%	64%
7 th Grade Science	58%	57%	48%	72%
8 th Grade Science	68%	30%	28%	39%

The Spring 2008 group mean score percentages of Hapeville Charter students who met or exceeded the state standards in science were higher than the three demographically similar schools in the Fulton County System with the exception of 7th grade level at Woodland Middle.

6. When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in reading will exceed the group mean score results of demographically similar schools in the Fulton County School System.

Reading CRCT Spring 2008	Hapeville Charter	Paul D. West	McNair	Woodland
6 th Grade Reading	96%	87%	84%	87%
7 th Grade Reading	90%	80%	81%	86%
8 th Grade Reading	94%	85%	87%	87%

The Spring 2008 group mean score percentages of Hapeville Charter students who met or exceeded the state standards in reading were higher than the three demographically similar schools in the Fulton County System.

Data indicating the progress made in the previous years in meeting the performance-based goals and objectives that were outlined in the original charter petition is included in Appendix J.

- *How did the school perform in achieving financial and organizational stability?*
 - Throughout the first charter term, Hapeville Charter School performed in a strong fiscal manner that enable it to purchase outright the land needed for the Career Academy (prior to any outside funding) and initiate design and construction of the Career Academy while sustaining resources to enable the middle school grades to significantly increase its academic performance.
 - Faculty and staff retention are strong, with an annual teacher turnover averaging 2-3 instructors. Hapeville owes much of its success to the vision and collaborative approach of its administrative team, which has experienced zero turnover since the school's inception.

- *Summarize the proposed changes to the charter upon renewal.*
 - Hapeville Charter School to include grades 6 through 12
 - Rollout of high school grade levels begin with 9th grade for the start of August, 2009
 - Career Academy implementation in partnership with Atlanta Technical College
 - Hapeville Charter/Atlanta Technical College Partnership Board

- *Were termination proceedings initiated during the current charter term? If so, what is the status of those proceedings?*
 - There were no termination proceedings initiated during the current charter term for Hapeville Charter School.

1. Executive Summary for Fulton County Schools

Mission

The goal of Hapeville Charter School is to improve student achievement. In a study released by the U.S. Department of Education in 1998, “effective schools,” where student test scores improved, exhibited the following characteristics:

- (1) a strong focus on ensuring academic success for each student
- (2) a refusal to accept excuses for poor performance
- (3) a willingness to implement a variety of strategies
- (4) intensive and sustained efforts to involve parents/guardians and the community
- (5) an environment of mutual respect and collaboration
- (6) a passion for continuous improvement and professional growth

Hapeville Charter School will make decisions regarding our students with the above six characteristics as targets.

The role of the Hapeville Charter School academic team, which includes the administration and the faculty, will lead the effort to improve student achievement by agreeing that:

- (1) student learning is the fundamental purpose of schooling
- (2) all students can achieve high standards of learning
- (3) collaborative problem solving is the basis with which we will work with students
- (4) decision making will be data driven
- (5) life long learning is a fundamental expectation of all staff members
- (6) the work on campus will require high levels of personal and organizational performance

The curriculum plans for Hapeville Charter School have been organized with the goal of offering, and promoting, challenging courses to lay the groundwork for excellence and opportunities for each student to excel into the high school years. The decision to implement the CMP mathematics, the FAST science, and the Santillana Spanish curricula was made on the basis of documentation of the positive achievement results of student test scores within each area of study.

Each student will be encouraged to participate in Saturday Optional Classes which will provide tutoring and focused acceleration opportunities for the core, and exploratory courses.

Students attending the high school grade levels of the Hapeville Charter Career Academy will have the opportunity of completing coursework for their high school graduation requirements while completing coursework through Atlanta Technical College for certification in one of the following technical areas:

1. Auto Front End Align Brakes/Steering Systems
2. Avionics Technician
3. Basic Dental Assisting
4. Paralegal Fundamentals
5. Patient Care Assisting

The proposed changes to this charter renewal application include the following:

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- Hapeville Charter School to include grades 6 through 12
- Rollout of high school grade levels begin with 9th grade for the start of August, 2009
- Career Academy implementation in partnership with Atlanta Technical College
- Hapeville Charter/Atlanta Technical College Partnership Board
- Requesting blank waiver permitted by O.C.G.A. 20-2-2065(a)

The petitioner requests that the Fulton County Board of Education use more than 60 days after submission to act on this petition if deemed necessary. If the petition is approved by the Fulton County Board of Education, the petitioner will provide the requested number of complete electronic and hard copies of the petition and other required documents so that FCBOE can submit the approved petition to the State of Georgia.

The petitioner will comply with all legal and regulatory local, state, and federal laws or court orders requirements, including those outlined in Fulton County Board of Education Charter Schools Guidelines.

With the support and guidance of the Fulton County School System and the State of Georgia Department of Education, and DTAE, we are excited to submit of this charter proposal for the Hapeville Charter School. We are proud of our first graduating class of Eighth Graders in May 2007, and we are looking forward to our first graduating class of Twelfth Graders in May 2012. Please plan now to attend.

Sincerely,

Gary W. Martin, Ph.D.
Director
Georgia Magnet/Charter Schools Foundation, Corp.

2. Overview of School

2.1 School Mission

Hapeville Charter School is comprised of two entities: the middle school, which includes grades 6-8, and the Career Academy high school, which will include grades 9-12. The mission of the combined middle and high school programs is (1) - to provide a challenging and encouraging learning environment geared to increasing student achievement through academic and organizational innovation and (2) - to guide each student through the process of identifying, developing and achieving individual academic, personal and professional goals.

While the mission of the middle school grades is to prepare each student for a college preparatory high school in a safe and caring learning environment, the mission for the Career Academy high school grades is:

- (1) to provide a challenging and encouraging learning environment which substantially prepares each student for college and the workplace by supporting and encouraging the student's motivation to learn and excel, and
- (2) to provide the foundation and resources for each student to increase his/her individual, academic and personal achievement during the high school years through close relationships with teachers and fellow students, rigorous and relevant curriculum (which meets State and local guidelines,) the attainment of industry-relevant credentialing, and exposure to career and educational options outside of the high school and
- (3) to help students maintain and build motivation by identifying and pursuing interests that lead to meaningful jobs that will initiate a career path.

Since its inception in 2004, Hapeville Charter School has actively associated itself with community and business leaders in the South Fulton County area to ensure that its educational approach supports the needs of wider community and that the student's educational experience is current and relevant with emerging economic need. During 2006, Hapeville Charter School began preparations for its first graduation and the 8th graders finalized plans for high school, some of which included admission to the Fulton County magnet programs. As high school options were evaluated, many Hapeville Charter parents continued their appeal to the Hapeville Charter administrative team to establish a charter high school that would allow their students to continue to learn in the positive, small school environment they so valued during middle school.

With that goal in mind, representatives from Hapeville Charter Middle met with Atlanta Technical College in Spring 2006 to explore creating a dual enrollment high school program. The group envisioned an environment that would prepare high school graduates to attend college at the university level, technical college or move into the workplace equipped with not only a high school diploma, but also with relevant technical certifications from Atlanta Technical College that could be used to secure immediate employment or be leveraged for further study.

2.2 Mission in Support of Legislative Intent

"Increase Student Achievement and organizational innovation"

The implementation and integration of the career awareness aspects throughout each grade level is based upon research and data results which indicate an increase in the graduation rates of students who participate in such programs. In a letter from the Office of Lieutenant Governor, Casey Cagle states that "successful academies will positively impact Georgia's high school graduation rates; increase postsecondary enrollments; improve workforce readiness skills; and develop strong leaders." The administrative team and the faculty of Hapeville Charter School are dedicated to ensure this success within the Fulton County School System.

2.3 Memorandum of Agreement –

Hapeville Charter Career Academy and Atlanta Technical College

The following section contains the current partnership agreement approved by Hapeville Charter and Atlanta Technical College.

**MEMORANDUM OF AGREEMENT
TO FORMALLY CREATE
AN OFFICIAL PARTNERSHIP
BETWEEN ATLANTA TECHNICAL COLLEGE
AND HAPEVILLE CHARTER SCHOOL**

THE PARTNERSHIP

In the Spring of 2006 representatives from Atlanta Technical College and Hapeville Charter Middle School began exploratory discussions for creating a partnership in educational practice. The parties involved envisioned a dual enrollment process that would lead to outcomes where students would exit the secondary level prepared to enter college at the university level; the technical college level and/or the workplace. The vision further encompasses a prepared young adult learner leaving the secondary level not only with a high school diploma, but various certificates of certification from the Atlanta Technical College level.

In order to achieve this partnership Hapeville Charter Middle School would need to amend its Charter and incorporate in their Charter grades 9 through 12 for secondary advancement. While this partnership was contingent on approval for an amendment to the original Charter for the Hapeville Charter Middle School; approval of the amendment to add grades 9 through 12 was affirmed on August 16, 2007 by the Fulton County Board of Education during their regular board meeting.

Therefore let it be known through this Memorandum of Agreement (MOA), Atlanta Technical College (ATC) and Hapeville Charter School (HCS) have formalized an agreed upon partnership to provide dual enrollment services for students who reside in the Fulton County attendance zone.

The Mission

The mission of Hapeville Charter School is to provide a challenging and encouraging learning environment which substantially prepares each student for college and the workplace by supporting and encouraging the student's motivation to learn and excel. The school will provide the foundation and resources for each student to increase his/her individual, academic and personal achievement during the high school years through close relationships with teachers and fellow students, rigorous and relevant curriculum (which meets State and local guidelines,) the attainment of industry-relevant credentialing, and exposure to career and educational options outside of the high school.

Mission Statement - Atlanta Technical College, a unit of the Georgia Department of Technical and Adult Education, located in the city of Atlanta, is an accredited institution of higher education that provides affordable life long learning opportunities, associate degrees, diplomas, technical certificates of credit, customized business and industry training, continuing education and other learning services using state-of-the-art technology. The integration of academics and applied hands on career preparation is essential in meeting the workforce demands and economic development needs of the people, businesses, and communities of Fulton County.

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Integrated throughout these mission statements are exemplary ideals that foster a seamless transparent transition from the secondary level to technical college, university advancement and workforce initiatives that lead to life long pursuits of happiness filled with sustained achievement, academic prowess and skillful employment. The partnership is committed to meeting the demands of an ever changing society that is diverse, competitive and globally demanding by ensuring these accomplishments are met on a continuous basis.

The Purpose

The purpose for the partnership between Atlanta Technical College and Hapeville Charter School is to build an educational model that more than exemplifies the National Standards for a rigorous academic Career Academy Program. To achieve this endeavor the partnership stipulates the following.

- In cooperation, design and implement a curriculum that leads to a high school diploma while simultaneously earning certification at the Atlanta Technical College level.
- Create and build capacity for expansion for technical course offerings at the Hapeville Charter School and/or at the Atlanta Technical College site(s).
- Continue to analyze systemic data reflecting the demands in the workforce and responding in curriculum adjustments when needed to meet the demand for the industry and the business community alike.
- The partnership will leverage their human resources to identify assets that are, available and attainable to purchase, build, and/or renovate property and/or physical structures for the purpose of teaching and learning.
- The partnership will identify and build capacities for participation of business leaders, civic leaders, parents and students.

Governance

Governance and decision making within the partnership is a shared responsibility. However, Atlanta Technical College will serve as the fiscal agent for all funds generated through any and all grant application received from the Department of Adult and Technical Education. All other matters relating to any decisions shall be conducted in a collaborative manner through consensus building. In as much where there will be the raising of a physical structure and/or the renovation of a instructional facility Hapeville Charter School will provide the leadership in its scope and design notwithstanding direct input from Atlanta Technical College where it specifically relates to the needs for clinical and instructional laboratories that will be used by the Technical College faculty. Through this method of governance joint planning can be achieved strategically. Initially this body will meet monthly as the dual diploma/certification initiative rolls out. After patterns of successful achievement are recorded the partnership will move its monthly meeting to a quarterly timeline.

Goals and Objectives

The goals and objectives for this agreement include but are not limited to the following.

- Establishment of a formal partnership agreement to develop and implement a dual enrollment process between Hapeville Charter School and Atlanta Technical College.

- Develop and structure a curriculum alignment between Hapeville Charter School and Atlanta Technical College course offerings in the elective subject areas that will lead to a seamless certification process upon completion of high school.
- Continue to build capacities for greater participation among industry, business and community leaders where parents and student are actively included in the process.
- Leverage human resources to identify assets that are, available and attainable to purchase, build, and/or renovate property and/or physical structures for the purpose of teaching and learning.

Scope of Agreement

This partnership envisions the development and implementation of a dual enrollment program that would lead to outcomes where students will exit the secondary level prepared to enter college at the university level; the technical college level and/or the workplace. The scope of this agreement further encompasses a prepared young adult learner leaving the secondary level not only with a high school diploma, but various certificates of certification from the Atlanta Technical College level.

This partnership further realizes the need to work collaboratively in actualizing the fiscal assets to purchase, build, and/or renovate property and/or physical structures for the purpose of teaching and learning. Each party agrees to work tirelessly in a cooperative manner to reach this objective by submitting a joint application under this partnership agreement to the Department of Adult and Technical Education for request of fiscal resources that will aid in the desired outcomes proposed under this agreement.

Term of Agreement

This partnership agreement shall remain in effect as long as both parties find it mutually beneficial to the mission of their respective institutions and the purposes for the initial partnership remain in effect.

Termination of Agreement

This agreement may be terminated by either party provided that written notification is made 90 days in advance. Both parties agree that any assets (physical and/or intangible) that are not consumable items are subject to the applications of laws and rules that are applicable to the governance of such property actualized with funds emanating from the Department of Technical and Adult Education.

Non-Discrimination Agreement

In cooperation in the implementation of the dual enrollment initiative and/or service delivered by and through this partnership, both parties agree to comply with the Civil Rights Act of 1964 and all other Federal, State and local laws, rules and orders prohibiting discrimination. Consistent with the foregoing, both parties agree to comply with the Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 1137, and as supplemented in the United States Department of Labor regulations.

Modifications

The parties acknowledge that this agreement may require modification as development proceeds. The need for modification will be made on a consensus basis between the parties.

Governing Laws

This agreement shall be governed by the laws of the State of Georgia, federal laws, and all other rules and policies which apply to grants received from Georgia Department of Adult and Technical Education.

Entire Agreement

This agreement represents the complete understanding of both parties who entered into this partnership. Any amendments to this agreement shall be in writing and signed by all parties. Except for the specific provision of this agreement, which thereby may be amended, this agreement shall remain in full force and effect after such amendment. This agreement supersedes any other agreement or understanding between the parties, whether oral or written, relating to the scope of work described herein. No such other agreement or understanding may be enforced by either party nor may they be employed for interpretation purposes in any dispute involving this agreement.

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The following signatures affirm the Memorandum of Agreement to formally create an official partnership between Atlanta Technical College and Hapeville Charter School.

Atlanta Technical College

Dr. Alvetta Thomas
President, Atlanta Technical College

Georgia Magnet/Charter Schools Foundation, Corp. (dba: Hapeville Charter School)

Dr. Gary Martin
Director, Hapeville Charter School

2.4 Rationale for School

The citizens of Hapeville and the surrounding neighborhoods are experiencing a new growth that can only be characterized as an “economic boom and revitalization.” The downtown area sports trendy new restaurants and coffee shops. Flourishing new development initiatives are growing in an area that has not enjoyed this level of economic activity for several years. This is in partial response to growing traffic patterns in Atlanta that encourage workers to live closer to their places of employment.

Parallel to the growing population is the changing demographic picture. Like much of Atlanta, the area is increasingly diverse on many dimensions. The 2000 census figures show that there are close to 600-thousand Hispanics now living in Georgia, an increase of more than 300-percent since 1990. According to Researchers at the University of Georgia, the Hispanic population growth has been accompanied by a significant increase in that community's buying power and business formation rates. It is estimated that Hispanic spending has jumped more than 700-percent in the past dozen or so years. And the largest concentration of that buying power, about \$8 billion dollars, can be found in Gwinnett, Fulton, Cobb and DeKalb counties.¹

A new report² (released October 14, 2003) from the Pew Hispanic Center of the University of Southern California sites a major shift in the Hispanic demographics in the US. According to the Center Director, Roberto Suro, Latinos have quickly become America's largest minority population and that Latino births in the United States are outpacing even the rate of Latino immigration.

In an interview with by Jim Lehrer on the PBS “The News Hour,” Suro cited the impact of this demographic shift to education: According to Suro:

”The Latino second generation is pouring into the nation schools. And they're going from roughly about 7 percent of the school age population to about 14 percent in 20 years. It's an enormous growth. And their future will be very much determined by what happens in the public school systems over the next 20 years. You have this new population coming in at a time when the K through 12 system is under going very dramatic change as a matters of federal policy with "no child left behind" and other changes. So it's a real interesting confluence of demographic events and policy changes.“³

In response to these developments, many citizens of the greater Hapeville area recognize the need to respond with educational options in their vicinity that embrace the diverse ethnic, socioeconomic and cultural background that exemplifies this community. The continued encouragement from many members of the civic and business community has propelled the development of this petition to establish the Hapeville Charter School to serve these growing needs for the South Fulton area.

The proposal for Hapeville Charter School has been developed to provide an excellent education opportunity for this area's students in keeping with the educational and economic needs of growing importance for these Atlanta communities.

Of educational importance, Hapeville Charter School intends to:

- ❑ *Provide students Spanish classes as a part of the regular core courses each school year*

¹ Interview, Bruce Dorton, September 19, 2003, WABE, Public Broadcasting Atlanta.

² Pew Hispanic Center, Annenberg School for Communication, University of Southern California.

³ Ibid.

- ❑ *Serve the growing needs of Spanish as a first language students*

By incorporating the Santillana curriculum, Hapeville Charter School works to strengthen the essential reading and writing skills of the Spanish as a first language student.

Of economic importance, Hapeville Charter School intends to:

- ❑ *Enable students with dual language and strong math/science competencies that should provide a significant competitive advantage to their own future economic viability.*
- ❑ *Enable all students with well honed dual language skills to be better equipped to conduct commerce in the future with greatly decreased language and cultural barriers.*

2.5 Students Served

A student must meet the following requirements for acceptance to the Hapeville Charter School:

1. Reside within the Fulton County Schools sending area and,
2. Be eligible for enrollment in the 6th, 7th, 8th or 9th grade for the Fall 2009 term, and all subsequent terms, within the Fulton County School System (given charter petition renewed by Fulton County School System)
3. Be eligible for enrollment in the 6th, 7th, 8th, 9th or 10th grade for the Fall 2010 term, and all subsequent terms, within the Fulton County School System
4. Be eligible for enrollment in the 6th, 7th, 8th, 9th, 10th or 11th grade for the Fall 2011 term, and all subsequent terms, within the Fulton County School System
5. Be eligible for enrollment in the 6th, 7th, 8th, 9th, 10th, 11th or 12 grade for the Fall 2012 term, and all subsequent terms, within the Fulton County School System

2.5.1 NON-DISCRIMINATION

Hapeville Charter School will be nonsectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any student on the basis of race ethnicity, national origin, religion, gender or disability.

2.5.2 SPECIAL NEEDS STUDENTS

Hapeville Charter School acknowledges that services to students with disabilities are governed by Federal law, and that the school is responsible for ensuring compliance with those laws. **Special needs students receive required services by certified and qualified teachers (either fulltime, or contractual) who have received training in the appropriate instructional modifications and accommodations.**

2.5.3 TAG (TALENTED AND GIFTED) STUDENTS

Hapeville Charter School acknowledges that the students to be serviced at this school include TAG students. **At Hapeville Charter School, gifted students attend one to four advanced content courses each day. The exact**

courses for a student are determined by past classroom performance, nationally normed achievement test scores, and teacher recommendations. Once determined eligible, students will begin gifted services in the first semester of the school year.

2.5.4 ENGLISH AS A SECOND LANGUAGE STUDENTS

Hapeville Charter School acknowledges that the students to be serviced at this school include ESOL students.

Students who enter the school with an LEP (ESOL) label will be tutored during the scheduled tutorial period. Immersion in the regular classroom will be the preferred model for mastering the English language. Should a child not be officially identified as LEP (ESOL), he/she will be monitored regularly via various assessment techniques to ensure his/her retention of material.

The ESOL instructor at Hapeville Charter School attends Fulton County School meetings regarding LEP (ESOL) policies and updates.

2.6 Age and Grades

Hapeville Charter School will serve students eligible for the sixth through twelfth grade levels. The planned rollout of the middle school grade levels has been as follows:

School Year	Grade Level(s) Offered	Target Age of Student	Projected Enrollment
2004 – 2005	6 th	11 -12 years	180
2005 – 2006	6 th , 7 th	12 and 13 years	340
2006 – 2007	6 th , 7 th , 8 th	12 and 13 and 14 years	480
After 2006 – 2007	6 th , 7 th , 8 th	12 and 13 and 14 years	480

Beginning August, 2009, Hapeville Charter School will serve middle school students eligible for grades 6 through 8, and high school students eligible for grade 9. The planned rollout of the high school grade levels is as follows:

School Year	Grade Level(s) Offered	Target Age of Student	Projected Enrollment
2009 – 2010	9 th	15 years	150
2010 – 2011	9 th , 10 th	15 and 16 years	300
2011 – 2012	9 th , 10 th , 11 th	15 and 16 and 17 years	450
2012 – 2013 and the following school years	9 th , 10 th , 11 th , 12 th	15, 16, 17 and 18 years	600

2.7 Class Size and Projected Enrollment

2.7.1 CLASS SIZE

The average class size for the middle school grades at Hapeville Charter School is 21 students. The average class size for the high school grades at Hapeville Charter School is 25 students. **The rationale for maintaining the average class sizes (middle and high school levels) is to improve effective classroom instruction and maximize student achievement and performance.**

2.7.2 PROJECTED ENROLLMENT

If enrollment drops below a level that creates a financial hardship that puts student achievement in jeopardy, the charter may be terminated unless it can document additional independent financial support.

It is understood that if the school does not meet its projected enrollment within twenty percent (20%) it may be terminated.

The projected enrollments for the middle school grades of Hapeville Charter School from Fall 2009 through Fall 2012 are shown in the following table:

Enrollments	Fall 2009 through Fall 2012
6 th Grade Level	180
7 th Grade Level	160
8 th Grade Level	140
TOTALS	480

The projected enrollments for the high school grade levels at Hapeville Charter School from Fall 2009 through Fall 2012 are shown in the following table:

Enrollments	Fall 2009	Fall 2010	Fall 2011	Fall 2012
9 th Grade Level	150	170	170	170
10 th Grade Level	0	130	150	160
11 th Grade Level	0	0	130	140
12 th Grade Level	0	0	0	130
TOTALS	150	300	450	600

Beginning August, 2009, the combined student enrollments for grades 6 through 12 are projected to be:

Enrollments	Fall 2009	Fall 2010	Fall 2011	Fall 2012
6 th Grade Level	180	180	180	180
7 th Grade Level	160	160	160	160
8 th Grade Level	140	140	140	140

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9 th Grade Level	150	170	170	170
10 th Grade Level	0	130	150	160
11 th Grade Level	0	0	130	140
12 th Grade Level	0	0	0	130
TOTALS	630	780	930	1080

2.7.3 PROJECTED CLASS SCHEDULE – FALL 2009

Fall 2009 Schedule of Classes and Teacher Assignments – Sixth, Seventh and Eighth Grades

Period	Language Arts	Reading	Spanish	Math	Spanish	Social Studies	Science	PE
	A	B	A	B	A	B	A	B
1	GR1	GR8	GR7	GR6	GR5	GR4	GR3	GR2
2	GR2	GR1	GR8	GR7	GR6	GR5	GR4	GR3
3	GR3	GR2	GR1	GR8	GR7	GR6	GR5	GR4
4	GR4	GR3	GR2	GR1	GR8	GR7	GR6	GR5
5	GR5	GR4	GR3	GR2	GR1	GR8	GR7	GR6
6	GR6	GR5	GR4	GR3	GR2	GR1	GR8	GR7
7	GR7	GR6	GR5	GR4	GR3	GR2	GR1	GR8
8	GR8	GR7	GR6	GR5	GR4	GR3	GR2	GR1

The following schedule of classes will be implemented for the Ninth Grade Level:

25 students per Group

	Language Arts	Mathematics	Science	Social Studies	Spanish	Health/PE
Period 1	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6
Period 2	Group 6	Group 1	Group 2	Group 3	Group 4	Group 5
Period 3	Group 5	Group 6	Group 1	Group 2	Group 3	Group 4
Period 4	Group 4	Group 5	Group 6	Group 1	Group 2	Group 3
Period 5	Group 3	Group 4	Group 5	Group 6	Group 1	Group 2
Period 6	Group 2	Group 3	Group 4	Group 5	Group 6	Group 1

The following schedule of classes will be implemented for the Tenth Grade Level:

25 students per Group

	Language Arts	Mathematics	Science	Social Studies	Spanish	Elective
Period 1	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6
Period 2	Group 6	Group 1	Group 2	Group 3	Group 4	Group 5
Period 3	Group 5	Group 6	Group 1	Group 2	Group 3	Group 4
Period 4	Group 4	Group 5	Group 6	Group 1	Group 2	Group 3
Period 5	Group 3	Group 4	Group 5	Group 6	Group 1	Group 2
Period 6	Group 2	Group 3	Group 4	Group 5	Group 6	Group 1

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The following schedule of classes will be implemented for the Eleventh Grade Level:

25 students per Group

	Language Arts	Math	Science	Social Studies	Dual Enrollment Course #1 *	Dual Enrollment Course #2
Period 1	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6
Period 2	Group 6	Group 1	Group 2	Group 3	Group 4	Group 5
Period 3	Group 5	Group 6	Group 1	Group 2	Group 3	Group 4
Period 4	Group 4	Group 5	Group 6	Group 1	Group 2	Group 3
Period 5	Group 3	Group 4	Group 5	Group 6	Group 1	Group 2
Period 6	Group 2	Group 3	Group 4	Group 5	Group 6	Group 1

*Courses for:

- Introduction to Auto Technology
- Introduction to Avionics Technology
- Introduction to Paralegal Profession
- Introduction to Patient Care
- Introduction to Pharmacist Assistant
- Introduction to Visual Communications

The following schedule of classes will be implemented for the Twelfth Grade Level:

25 students per Group

	Language Arts	Mathematics	Science	Spanish or Elective
Period 1	Group 1 Group 5	Group 2 Group 6	Group 3	Group 4
Period 2	Group 4	Group 1 Group 5	Group 2 Group 6	Group 3
Period 3	Group 3	Group 4	Group 1 Group 5	Group 2 Group 6
Period 4	Group 2 Group 6	Group 3	Group 4	Group 1 Group 5
Period 5	Dual Enrollment Course #3			
Period 6	Dual Enrollment Course #4			

2.8 School Year and Day

Hapeville Charter School middle school grades will follow the Fulton County School Calendar. The middle school day begins at 7:50 am with the following established schedule for the weekdays:

6 th Grade Level - Homeroom / Period	Starting – Ending Times
Homeroom	7:45 am – 7:50 am
1 st Period	7:50 am – 8:40 am
2 nd Period	8:45 am – 9:35 am
3 rd Period	9:40 am – 10:30 am
4 th Period	10:35 am – 11:25 am
5 th Period	11:30 am – 1:05 pm includes Lunch
6 th Period	1:10 pm – 2:00 pm
7 th Period	2:05 pm – 2:55 pm
8 th Period	3:00 pm – 3:50 pm

7 th and 8 th Grade Level - Homeroom / Period	Starting – Ending Times
Homeroom	7:45 am – 7:50 am
1 st Period	7:50 am – 8:40 am
2 nd Period	8:45 am – 9:35 am
3 rd Period	9:40 am – 10:30 am
4 th Period	10:35 am – 12:15 pm includes Lunch
5 th Period	12:20 pm – 1:10 pm
6 th Period	1:15 pm – 2:05 pm
7 th Period	2:10 pm – 3:00 pm
8 th Period	3:05 pm – 3:55 pm

Saturday School is an optional offering for Hapeville Charter School students to accelerate their academic achievement across the curriculum. The day begins at 8:30 am with the following schedule:

Starting Time	Period
8:30 am	Academic Acceleration through tutoring and/or enrichment
12:00 am	End of School Day

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Hapeville Charter Career Academy high school grades will follow the Fulton County School Calendar. The high school day begins at 8:40 am with the following established scheduled for the weekdays.

Starting Time	Period
8:40 am	Homeroom and Announcements
8:50 am – 9:50 am	Period #1
9:55 am – 10:55 am	Period #2
11:00 am – 12:00 noon	Period #3
12:05 noon – 12:30 noon	Lunch Group #1/Period #4
12:35 pm – 1:35 pm	Lunch Group #2/Period #4
1:40 pm – 2:40 pm	Period #5
2:45 pm – 3:45 pm	Period #6
3:50 pm start	After School Tutoring

3. Description of Curriculum

The curriculum of the Hapeville Charter School is designed to support the educational goals of this school and is aligned with the State GPS and QCC as well as the Fulton County Curriculum.

3.1 Middle School Grades

To meet the minimum state requirements, the curriculum of the middle school grade levels of Hapeville Charter School will include the basic requirements and guidelines for the middle school grades as determined by the Fulton County Board of Education. Additional topics will be added to the basic requirements as deemed appropriate and necessary by the school's subject area department heads, the administration and the school's Board of Directors.

Exploratory courses, as described in the Fulton County board of Education Handbook, will include art education, choral and instrumental music, theatre and computer literacy.

For the middle grades, Hapeville Charter School will follow the State's middle school concept. It is understood that, if HCS does not operate under that model, it will not be funded as a middle school.

Mathematics Curriculum

The curriculum for the mathematics sequence, which has been recommended by the National Council of Teachers of Mathematics, will be the Connected Mathematics Project, or CMP, developed and implemented through Michigan State University. Connected Mathematics Project is the only middle school program identified as exemplary by a review conducted by the Mathematics and Science Education Expert Panel in 1999. Especially designed for the middle school aged student, CMP is a mathematics curriculum that is designed to foster knowledge and skill in using the vocabulary, forms of representation, materials, tools, techniques, and intellectual methods of the discipline of mathematics. CMP is intended to enable students to define and solve problems with reason, insight, inventiveness, and technical proficiency. The development of CMP has focused on

the tight alignment of curriculum, instruction, and assessment. The overall project goal is to enable all students to reason and communicate proficiently in mathematics.

The development of CMP curriculum is based on the following instructional themes:

Mathematical Investigations:	The curriculum is organized around "big ideas" in mathematics - clusters of important, related mathematical concepts, processes, ways of thinking, skills, and problem-solving strategies - that are studied in depth with the development of deep understanding as a goal.
Reasoning:	Students grow in their ability to reason effectively with information represented in pictorial, graphic, numeric, symbolic, and verbal forms, and to move flexibly among these representations.
Connections:	The curriculum emphasizes significant connections among various mathematical topics and problems in other school subjects. The curriculum offers an opportunity to revisit and deepen understanding of ideas over time.
Technology:	Selection of mathematical goals and teaching approaches reflects the information processing capabilities of calculators and computers and the fundamental changes these tools are making in the way people learn and apply their knowledge.

During grades six through eight, CMP students develop knowledge and skill within five mathematical strands: number, geometry and measurement, probability, statistics, and algebra. Outcomes are specified for each of these areas by the end of eighth grade.

CMP is a problem-centered curriculum which is organized into units that address mathematical ideas through a series of "investigations." Each investigation contains problems for teachers and students to explore. As students explore a series of connected problems, they develop deep understandings of important mathematical concepts embedded within the problems.

Science Curriculum

The curriculum for the science sequence, which has been recommended by the National Science Education Standards, will be the Foundational Approaches in Science Teaching (FAST), developed and implemented through the University of Hawaii. FAST is a full-year, laboratory and field oriented program using instructional strategies that are structurally sequenced to address differences in learning styles and to develop thinking skills. Students study three strands concurrently: physical science, ecology, and relational study. In a nationwide search, Educational Testing Service (ETS) with funding from the Ford Foundation identified FAST as an exemplary program serving minority and female populations in science during the middle-school years. The final report of this research included positive comments regarding FAST's emphasis on inquiry/discovery approach, investigations in the field and laboratory, and student-designed research projects.

Spanish Curriculum (Dual Language Approach in Exploratory Period)

Each student enrolled at Hapeville Charter School will take Spanish as a part of the core course offerings, in addition to afternoon enrichment courses (art education, choral and instrumental music, theatre and computer

literacy) some of which will be offered in a dual language mode (Spanish/English.) Students will receive instruction in Spanish, sufficient in scope, sequence and intensity, to ensure that each acquires the language by being exposed to content enriched instruction which offers opportunities to use Spanish in meaningful contexts. Learning Spanish through content (i.e., social studies, language arts, art, etc.) is an excellent way for students to learn a second language since it draws from their common academic and personal experiences.

Dual Language programs, also known as two-way or developmental programs, allow students to develop proficiency in two languages by receiving instruction in English and another language in a classroom that is usually comprised of half native English Speakers and half speakers of the other language. Dual language programs provide both sets of students with ample exposure to two languages, allowing them to progress academically in both languages and gain an appreciation of another culture.

Dual Language programs work toward academic, linguistic, and affective goals. Language minority students benefit from the opportunity to develop and learn through their native language as well as through the English Language. The additive bilingual environment supports development of both languages and enhances students' self-esteem and cross-cultural understanding.

The Spanish Language classes which will include

Student Group	Publisher and Title	Strengths
For Spanish as a Second Language students – Sixth and Seventh Grades	Holt, Rinehart and Winston's <u>Adelante</u> and <u>En Camino</u>	These series are specifically designed for early middle school (6 th and 7 th Grades) with content inclusion the same as a first year high school Spanish course. <u>Adelante</u> and <u>En Camino</u> are resource rich, multileveled and offer communicative learning opportunities for the student to rapidly acquire knowledge in Spanish communication, culture and structure.
For Spanish as a Second Language students – Eighth Grade	Santillana's <u>Espanol Siglo XXI</u> <u>McDougal, Littell's En Espanol!</u>	These texts will be used in the Eighth Grade Level Spanish language core course as well as the enrichment courses. The course will parallel the 8 th Grade English based Social Studies course
All students – Sixth Grade Enrichment Course	Santillana USA's <u>Caminos de la Humanidad</u>	Presented entirely in Spanish, this text will be the basis of the language and culture (humanities) for the enrichment course activities.
All students – Seventh Grade Enrichment Course	Santillana USA's <u>Historia y Geografia de America</u>	Presented entirely in Spanish, this text will be the basis of geography (social studies) for the enrichment course activities.
All students – Seventh Grade Enrichment Course	Santillana USA's <u>America Latina</u>	Presented entirely in Spanish, this text will be the basis of

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Student Group	Publisher and Title	Strengths
		geography (social studies) for the enrichment course activities.
All students – Eighth Grade Enrichment Course	Santillana USA’s <u>Estados Unidos de America</u>	Presented entirely in Spanish, this text will be the basis of history (social studies) as well as art, art history and music for the 8 th Grade Level enrichment course activities.
For native Spanish – Sixth Grade	Santillana USA’s <u>Nuevo Siglo de Espanol</u> *	Promoting literacy in Spanish, this comprehensive K-6 Spanish language arts program is written for heritage Spanish speakers living in the United States.
For native Spanish – Seventh and Eighth Grades	Santillana USA’s <u>Espanol Serie 2000</u> *	This completely integrated reading/language arts supplemental program for grades 1-8 helps develop listening, speaking, reading and writing skills. These activity books include: thematically based lessons; literature selections, nonfiction passages, spelling and grammar practice; cross-curricular activities and project workshops as well as suggested readings and informal evaluations.

*Santillana USA’s Nuevo Siglo de Espanol and Espanol Serie 2000 are designed specifically for the native Spanish speaker to meet writing, spelling, grammar and reading needs through culturally diverse and authentic literature. These classes will have basic instruction in Spanish to help support the skills needed to transfer to English.

Hapeville Charter School will adopt the same curricula as Fulton County Schools for English, Social Studies, Physical Education, Reading, and Mathematics.

Career Guidance Integration

The primary goal of guidance and counseling at Hapeville Charter School is to offer skills and learning opportunities in a proactive manner to help students develop decision making and behavior adjusting capabilities as needed.

The following comprehensive program has been developed to ensure that all students achieve school success through academic, career, and personal developmental services.

Career Guidance - Plans and implements an appropriate and integrated developmental guidance curriculum that assists with the career, educational, personal and social development of all students.

Counseling - Provides individual counseling to assist with a wide variety of educational and personal concerns; Provides small group interventions in areas such as problem solving, peer relations, goal setting and assisting students to resolve their concerns; Is aware of professional agencies and refers families to the appropriate resources as necessary

Mentoring - Determines needs or best interests of individual students; Consults and coordinates with school personnel, parents and community agencies to bring together resources and information to meet the needs of students ; Collaborates with sending and receiving schools to provide developmentally appropriate transitions services; Guides students through the development of educational and career planning; Assists students in gaining self-awareness to help develop a four-year educational plan; Registers and assists in orienting new students; Provides accurate college, career, financial aid and planning information

Advisement - Assists in coordinating college and career testing options; Assists school personnel, parents, and students in effectively and ethically interpreting, understanding, and utilizing test data; Evaluates and regularly updates comprehensive guidance program; Disseminates information about the comprehensive guidance program to students, teachers, staff, administration, parents and the community.

Student Recognition - Coordinate student recognition programs yearly and quarterly awards (e.g., Honor Roll, Attendance, Lion's Club, MVP Award, and Student Citizen of the Month Award)

One unique aspect of our Career Academy plan is to offer the Summer Career Institute for Middle School Students. Currently planned as a 3-week initiative for 7th and 8th graders, the program's scope is focused on exploring career options, examining their own interests and capabilities and identifying the academic "roadmap" necessary to accomplish career goals. The program also includes facilitating mentoring with field practitioners in the student's area of interest, as well as pairing with Career Academy students interested in like topics for dual exploration and peer mentoring.

Extracurricular and supplemental educational activities at Hapeville Charter include:

- 1- Soccer
- 2- Basketball
- 3- Track
- 4- Music
- 5- Cheerleading
- 6- Volunteer with City of Hapeville planned activities

The Principal and the Administrative Team work closely with the academic and athletic departments of the Fulton County School System to remain current about updates for professional development workshops/seminars for the faculty/staff and opportunities of participation for our students.

As part of the career focus of Hapeville Charter School, the following plan outlines the schedule for Career Activities for Academic Year 2008-09:

Career Awareness (6-8 Grades): This mini-course is to encourage middle school students to begin exploring and planning their career and life goals so they can make appropriate academic decisions. Students study career pathways based on interest, leisure activities and favorite subjects. The curriculum incorporates citizenship and encourages student contributions as citizens.

Career Search/ Interest Inventory (8th Grade): The Career Interest Inventory is used to assess the student's dislikes and likes as they relate to various dimensions of work.

Cover Letter and Resume writing (8th Grade): Resume writing is a two part mini-session of the process for writing a resume and an effective cover letter.

First Impressions (7th and 8th Grades): This mini-course will provide students with grooming basics for success on the job interview and on the job, in addition to teaching core interviewing techniques.

Career Day (6th-8th Grades): Career Day is an annual curriculum-based activity for all students and provides an opportunity for professionals from various fields to discuss their careers in a school wide forum.

Washington Mutual Financial Workshop (6th-8th Grades): The workshop teaches students the basic financial responsibilities, including maintaining and balancing a checking account.

Allied Health Speaker (8th Grade): This workshop is designed to introduce, encourage and summarize the field and career opportunities in the field of Allied Health.

Aviation Science Speaker (8th Grade): The purpose of this workshop is to give students an introduction to aviation, focusing on the growth of the industry, and career opportunities in airport operations and avionics.

Entrepreneurship (8th Grade): This workshop will highlight the basics of owning a business and the characteristics of the successful entrepreneur.

Ninth graders and their parents will be encouraged to attend monthly scheduled advisement workshops preparation for their career decisions for the 10th grade year. Each student's career area will be determined by April 30 for scheduling the 10th grade dual enrollment option.

3.2 High School Grades - Career Academy

Hapeville Charter School will offer a high school diploma for graduates who earn 23 units of credit and pass the Georgia High School Graduation Test (GHS GT.) The following table includes the high school subject areas and units:

Subject Area	Total Number of Units
Language Arts	4
Mathematics	4
Science	4
Social Studies	3
Health and PE	1
World Language	2
Fine Arts	1
Dual Enrollment Courses towards certification at Atlanta Technical College*	4
Total number of units	23

World Language Credits will be offered to students of Hapeville Charter Career Academy as required for high school graduation requirements. French and Spanish levels one and two will be offered to 9th and 10th grade levels. A third year of each language may be taken as electives as well at the 11th grade or 12th grade levels.

*Dual Enrollment credits at Atlanta Technical College will include course certifications (with the exception of Avionics Technology) in the following areas:

1. Auto Front End Align Brakes/Steering Systems 4 courses
2. Avionics Technician 8 courses (4 courses to complete after high school graduation for certification)
3. Basic Dental Assisting 4 courses
4. Paralegal Fundamentals 4 courses
5. Patient Care Assisting 4 courses

The required dual enrollment courses for each of the above five certification areas are listed in the tables on the next pages.

Secondary Course Alignment

Dual Enrollment

Secondary	Postsecondary	Auto Front End Align Brakes/ Steering Systems Certificate	
*47.57100 – Introduction of Automotive Technology	AUT 120 – Introduction to Automotive Technology	<i>Essential Courses</i>	<i>Credits</i>
*21.45200 – Electricity / Electronics Technology	AUT 122 – Electrical & Electronic Systems	1 Essential Fundamental Occupational Courses	17
*47.57200 – Foundations of Automotive Service Technology	AUT 130 – Automotive Brake Systems	*AUT 120 Introduction to Automotive Tech	3
*47.57300 – Intermediate Automotive Service Technology	AUT 132 – Suspension and Steering Systems	*AUT 122 Electrical & Electronic Systems	6
		*AUT 130 Automotive Brake System	4
		*AUT 132 Suspension & Steering Systems	4
		This program emphasizes a combination of automotive mechanic practical applications necessary for successful employment.	

Secondary	Postsecondary	Basic Dental Assisting Certificate	
*25.521 - Introduction to Health Care Science Technology Education	AHS 104 - Introduction to Health Care	<i>Essential Courses</i>	<i>Credits</i>
<u>*25 – Dental Health</u>		1 Essential Fundamental Occupational Courses	17
*25.48000 – Introduction to Dental Science Technology	DEN 106 – Oral Anatomy	*AHS 104 Introduction to Health Care	3
*25.48200 – Dental Science Technology I		*DEN 106 Oral Anatomy	5
*25.48300 – Dental Science Technology II	DEN 134 - Dental Assisting I	*DEN 134 Dental Assisting I	7
*25.48400 – Dental Science Technology Internship		*DEN 146 Dental Practicum I	2
		This program provides the student with the knowledge, skills and techniques to meet entry-level occupational needs of the dental community. Career opportunities include: infection control coordinators and dental hygiene assistants.	

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Secondary	Postsecondary	Paralegal Fundamentals Certificate													
*07.44100 – Computer Applications *45.05800 – Ethics and the Law *43.4300 – Foundations of Public Safety and Criminal Justice *43.43200 – Constitutional and Criminal Law	SCT 100 – Introduction to Microcomputers PLS 101 – Introduction to Law and Ethics PLS 104 – Family Law PLS 108 – Criminal Law & Criminal Procedures	<p style="text-align: center;"><i>Essential Courses</i></p> <p>1 Essential Fundamental Occupational Credits</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">*SCT 100</td> <td style="width: 75%;">Introduction to Microcomputers</td> <td style="width: 20%; text-align: right;">3</td> </tr> <tr> <td>*PLS 101</td> <td>Introduction to Law and Ethics</td> <td style="text-align: right;">5</td> </tr> <tr> <td>*PLS 104</td> <td>Family Law</td> <td style="text-align: right;">5</td> </tr> <tr> <td>*PLS 108</td> <td>Criminal Law & Criminal</td> <td style="text-align: right;">5</td> </tr> </table> <p style="text-align: center;">The Paralegal Fundamentals Certificate Program uses courses in its curriculum that are a part of the Paralegal Studies diploma and degree programs. The Paralegal Fundamentals objective is to provide educational opportunities to students that will enable them to obtain the knowledge, skills, and attitudes necessary for employment in entry-level office positions in law offices, government, and corporate legal departments.</p>	*SCT 100	Introduction to Microcomputers	3	*PLS 101	Introduction to Law and Ethics	5	*PLS 104	Family Law	5	*PLS 108	Criminal Law & Criminal	5	
*SCT 100	Introduction to Microcomputers	3													
*PLS 101	Introduction to Law and Ethics	5													
*PLS 104	Family Law	5													
*PLS 108	Criminal Law & Criminal	5													

Secondary	Postsecondary	Patient Care Assisting Certificate													
*20.4160 Nutrition and Wellness AND *20.41710 Adv. Nutrition and Wellness *25.591 – Applications of Medical Terminology *25.56100 Nursing Assistant <u>*25 – Health & Medical</u> *25.52100 Introduction to Healthcare Science *25.5220 Applications of Healthcare Science *25.52300 Health Occupations III *25.52400 Health Occupations IV *25.56100 Nursing Assistant <u>*35.07 - Career Preparation</u> *35.37100 Employability Skills	AHS 103 Nutrition and Diet Therapy AHS 109 – Medical Terminology for Allied Health Sciences CNA 100 CNA Fundamentals	<p style="text-align: center;"><i>Essential Courses</i></p> <p>1) Essential Fundamental Occupational Credits</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">*AHS 103</td> <td style="width: 75%;">Nutrition and Diet</td> <td style="width: 20%; text-align: right;">2</td> </tr> <tr> <td>*AHS 109</td> <td>Medical Terminology</td> <td style="text-align: right;">3</td> </tr> <tr> <td>*CNA 100</td> <td>CNA Fundamentals</td> <td style="text-align: right;">8</td> </tr> <tr> <td>*EMP 100</td> <td>Interpersonal</td> <td style="text-align: right;">3</td> </tr> </table> <p style="text-align: center;">This program emphasizes the general concepts of basic patient care. Program graduates will be administered competency testing for Certified Nurse Assistant (CNA) in the state of Georgia. Graduates may find employment in nursing homes, home health agencies, and hospitals under the direct supervision of a licensed nurse.</p>	*AHS 103	Nutrition and Diet	2	*AHS 109	Medical Terminology	3	*CNA 100	CNA Fundamentals	8	*EMP 100	Interpersonal	3	
*AHS 103	Nutrition and Diet	2													
*AHS 109	Medical Terminology	3													
*CNA 100	CNA Fundamentals	8													
*EMP 100	Interpersonal	3													

Additional Dual Enrollment credit courses may be offered based on student and economic demands. With the exception of the dual enrollment courses, the secondary grade levels of Hapeville Charter School will use the Fulton County School curricula and textbooks.

3.2.1 AUXILIARY EDUCATIONAL ACTIVITIES

Students in grades 11 and 12 will be participating in intern and externships at local businesses in the metro Atlanta area as a requirement for their certification in their chosen field of study.

3.2.2 CAREER ACADEMY – CONCEPT DEVELOPMENT

Georgia State Bill 68, the Career Academies Act, which is currently in discussion at the State Level (Status: House Withdrawn, Recommitted.) is “A BILL to be entitled an Act to amend Article 2 of Chapter 4 of Title 20 of the Official Code of Georgia Annotated, relating to technical and adult education, so as to enact the "Career Academies Act of 2007"; to provide for legislative intent; to provide for definitions; to provide for the disbursement of funds by the State Board of Technical and Adult Education for career academies established as charter schools; to provide for a matching requirement; to provide for eligibility criteria; to provide for an annual report; to provide for an effective date; to provide for related matters; to repeal conflicting laws; and for other purposes.”

(web site: www.legis.state.ga.us/legis/2007_08/sum/sb68.htm)

Developed by an informal consortium of career academy organizations, the Career Academy National Standards of Practice are framed around ten key elements of successful implementation, drawn from many years of research from all parts of the country. High school reform has to be centered in the community and responsive to its needs and the needs of its students. To help meet these needs, communities and school districts should offer a wide range of learning options for adolescents that are located both in the high school and in the wider community. Career academies are one of several models or initiatives that communities and school districts make available to high school students. By bridging school and the world of work in a way that leads to academic achievement, career academies have been successful in engaging many students who would otherwise be indifferent to or possibly lost from school.

The following organizations contributed to the development of the National Standards of Practice and support academy develop through their respective models:

- Career Academy Support Network (CASN)
- National Academy Foundation (NAF)
- National Career Academy Coalition (NCAC)
- National Center for Education & the Economy (NCEE) America’s Choice
- Southern Regional Education Board (SREB) High Schools That Work
- Talent Development High Schools/Center for Research on Education of Students Placed at Risk (CRESPAR)

Hapeville Charter School’s association with Atlanta Technical College provides high school students of the Fulton County School System a unique opportunity to study and work towards certification in the areas of Auto Mechanics (Brakes and Steering), Avionics Technology, Basic Dental Assisting, Paralegal, and Patient Care Assisting. (Additional certification areas will be added based on employer and student demand.) With the exception of Avionics Technology, the certifications of completion can be received at the time of the students’ graduation from high school. Per the Career Academy National Standards of Practice, the career academy (such

as Hapeville Charter High School/Atlanta Technical College) offers work and/or community based service learning opportunities for all students either through paid internships or community service.

The link to the Career Academy National Standards of Practice is:

http://www.hsalliance.org/_downloads/home/Career_Academy_National_Standards_of_Practice.pdf

Hapeville Charter Career Academy will ensure that required documentation and forms regarding registration of students attending dual enrollment courses (per local and state rules and regulations) will be provided to the Fulton County School System.

3.3 Description of Instructional Methods

Direct and indirect instructional methods are implemented at Hapeville Charter School with the goal of improving student achievement. Instructional methods include (1) Direct Teaching, (2) Cooperative Learning (Groups,) (3) Lecture, (4) Lecture with Discussion, (5) Panel of Experts, (6) Brainstorming, (7) Case Studies, (8) Role Playing, and any other methods will support student learning and achievement.

The following instructional techniques and education programs are unique to the Fulton County School System:

- A. Spanish Language instruction as a Core Course
Each 6th, 7th, and 8th grade student at Hapeville Charter will be enrolled in a Spanish language course as a part of the daily schedule of classes. A student who is enrolled at Hapeville Charter for the three years of middle school grades will complete three years of Spanish language instruction.
- B. Dual Language Enrichment Course Possibilities
The students of Hapeville Charter middle school grades will be able to register for dual language enrichment courses (Spanish/English.)
- C. Career Academy
The implementation of the Career Academy curriculum, in partnership with Atlanta Technical College, will allow the students to complete high school graduation requirements concurrently while they are earning credits towards certification in the areas of Avionics, Dental Care Assisting, Patient Care Assisting, Paralegal or Brake/Steering Alignment.

3.3.1 DISTINCTIVE - UNIQUE EDUCATIONAL TECHNIQUES

The principal mode of instruction at the Hapeville Charter School will be based on constructivism with a focus on student centered and active learning. The inclusion of collaborative learning tables will foster an environment in which the students and teachers learn and discover together. The ultimate goal is to create and to provide classroom settings where each student is encouraged to actively and readily participate in learning.

The underlying assumption of the constructivist approach is that learning depends on group interaction. Therefore, the learning activities and assignments are collaborative with lessons introduced to motivate students to discover the relevancy to their lives. The classroom structure is open, and trial and error is encouraged. Research findings suggest that learning actively leads to an ability to think critically and to solve problems.

3.3.2 DISTINCTIVE - UNIQUE EDUCATIONAL PROGRAMS - ACADEMIC FOCUS

The inclusion of the Dual Language Enrichment Period using Spanish/English provides an environment where each student hears, speaks, reads and writes Spanish in the different topic areas. Students will be consistently encouraged to communicate in Spanish throughout the school day with their peers, the faculty, administration and parents. Daily school announcements will include verbal and written translations into Spanish by the students.

3.3.3 COMPUTER AND TECHNOLOGY INTEGRATION

During the first five years of operation, Hapeville Charter completed its 5-year technology integration plan that resulted in the initial acquisition of student and faculty computers and establishing the ongoing financial initiative to upgrade 20-30 computers yearly to maintain current technology across the school. In addition, the HCS has (and plans to continue to) provide a laptop computer for each teacher for administrative and parent communication purposes, in addition to classroom desktop computers.

The technology integration plan is supervised by the Principal with support with the third-party firm HCS has contracted with to support our technology infrastructure to ensure minimal interruption of service. The technology plan includes the acquisition and distribution of technology needed to support the instructional program. Additionally, plan supports the student information system.

Hapeville Charter's financial plan includes the purchase of 30 computers per year per high school level for student use and 6 to 8 portables per year for teachers (with the roll out of one high school grade level per year over the next four years.) In addition, the financial plan includes the replacement of 10 to 12 computers per year for the grade levels which are already established for student use, in addition to 4 to 5 portables per year for teachers (with the current grade levels.)

Students will receive instruction on the use of Microsoft WORD, EXCEL and PowerPoint applications in addition to internet research as a part of the enrichment portion of their schedules. All students will receive instruction on the use of graphing calculators as applicable in the mathematics courses.

In the Career Academy, HCS will implement computer and simulation labs, based on certification requirements of the accreditation areas associated with these certification areas.

HCS will continue to work closely with the Fulton County Schools IT program to ensure proper maintenance of attendance and grade data entry and reporting. Computers and network services will be provided to ensure proper links with SASI and other administrative systems, as needed.

The faculty will be encouraged to learn about, implement and use computer technology as much as possible within the classroom not only for the presentation of lessons, but the presentation of student projects. This technology includes, but is not limited to classroom technology such as electronic whiteboards, LCD overhead display units, graphing calculator display units and additional items which may be requested by one or more faculty members. The Hapeville Charter School Team will focus on learning about the various technology products available for enhancing classroom instruction during the first year of classes in order that the faculty be better equipped to make an informed choice of technology options to fit their specific needs and support key academic standards.

3.3.4 ADDITIONAL COMMENTS REGARDING CURRICULUM

Hapeville Charter School will implement a standards-based curriculum for the middle and high school grade levels based on the core academic content areas that are aligned with, but not limited to, the Georgia Quality Core Curriculum (where applicable), Georgia Performance Standards, and the Fulton County Curriculum.

To become familiar with and understand the FCSS curriculum, the Hapeville Charter School has worked actively during the past five years with the Fulton County curriculum team.

3.3.5 DIFFERENTIATED INSTRUCTION

The first paragraph of an article written by Mary Anne Hess, entitled “Teaching mixed-ability classrooms,” states:

A seventh grade boy spends his time in English struggling to read at a beginner’s level. A girl at a nearby desk with her nose in the book could probably tackle a Harvard literature class. Seated in between is a youngster who’s a whiz in math but takes a whole period to write three English sentences because he’s much more comfortable in his native Spanish. (Hess, 1999)

Hapeville Charter School will use a differentiated instructional approach in each classroom with the goal of educating each student without having to move anyone “down the hall” for “special group” training sessions. The faculty and staff of Hapeville Charter School realizes that each student varies in readiness, interest(s) and learning profile, and, as such, each faculty member will establish a classroom setting where everyone works toward essential understandings and skills, but uses different content, processes and products to get there. “It takes a willingness to be a teacher who partners with kids in teaching and learning – who’s more of a facilitator than a dictator. It challenges the sense that the curriculum is just coverage of facts.” (Dr. Carol Tomlinson, “Differentiating Instruction in Mixed-Ability Classrooms”) The goal of differential instruction is to maximize each student’s growth by meeting each student where he/she is currently and assisting with the academic progress of each student.

The faculty and staff of Hapeville Charter School appreciates and supports the different approaches, or types of learning styles, which will exist among our students. Classroom strategies will include focusing on visual, auditory, and tactile/kinesthetic learners to address individual learning styles.

4. Accountability and Evaluation

4.1 SACS Accreditation

Hapeville Charter School will apply the following “Standards Unique to Middle Schools” to its educational operations of the middle school grade levels to assure compliance with SACS’ guidelines prior to evaluation:

1. The School shall provide evidence of a program of parent education and involvement that strengthens their understanding of the growth and development of young adolescents and of the educational programs designed for middle school children.
2. Every student shall have the opportunity to participate in an exploratory program that strengthens and enriches the content areas.
3. The needs of students shall be addressed by multi-disciplinary teams.
4. The program of the school shall consist of a minimum of 25 hours of planned learning activities per week.

5. The school program shall provide integrated learning experiences.
6. The school shall identify and meet measurable performance standards for students in its improvement plan that takes into account student learning needs, state and local student performance requirements, and the goals of the curriculum.
7. The human resources of the school shall be deployed and supported to facilitate student learning.
8. Schools or school systems shall safeguard the health and safety of students by developing policies concerning fund raising activities sponsored by the school or by a school-related organization in which students would be selling items or soliciting contributions, pledges, or orders.
9. The school community shall establish, maintain, and model high expectations for citizenship and conduct.
10. The school shall provide students opportunities to develop and demonstrate leadership, responsibility, independence, and decision-making skills.
11. The school shall foster and maintain a safe and orderly environment that promotes honesty, integrity, trustworthiness, responsibility, citizenship, self-discipline, and respect.

Hapeville Charter School will apply the standards established by the unified NCA CASE and SACS CASI organization for the high school grade levels.

The performance goals are in the public interest and shall result in improvement of student achievement and shall comply with the Single Statewide Accountability System in accordance with O.C.G.A.20-2-2063.

4.2 Fulton County Assessment Participation

Hapeville Charter School will follow the testing schedule provided by Fulton County School System.

4.3 AYP Achievement

Hapeville Charter School acknowledges that if it does not make AYP for two years during the term of the charter, the charter can be terminated.

4.4 State Assessment Participation

Hapeville Charter School will participate in State mandated assessments in addition to student and stakeholder satisfaction surveys mandated by the Fulton County School System.

The Hapeville Charter School will ascribe to defined performance measures for each State assessment (CRCT, writing assessment, end-of-course tests, and norm-referenced tests) for each year and for the life of the petition.

4.5 Assessment Compared to Similar Non-Charter Schools

For each year of operation, the Hapeville Charter School's overall student assessment results will be compared to similar non-charter schools in the Fulton County School System. In addition, individual student results will be compared to similar non-charter school students in the Fulton County School System, as well as its own students' prior performance at non-charter schools.

The following comparison goals will be achieved during the school's operation:

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1. When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in mathematics will meet or exceed the group mean score results of Fulton County Schools.
2. When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in science will meet or exceed the group mean score results of Fulton County Schools.
3. When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in reading will meet or exceed the group mean score results of Fulton County Schools.
4. When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in mathematics will meet or exceed the group mean score results of demographically similar schools in the Fulton County System.
5. When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in science will meet or exceed the group mean score results of demographically similar schools in the Fulton County School System.
6. When comparing by grade level, the group mean score results of Hapeville Charter School students completing standardized assessments in reading will meet or exceed the group mean score results of demographically similar schools in the Fulton County School System.
7. When comparing results for each school year, the retention rate of Hapeville Charter School will meet or exceed the average retention rate for middle schools located in the Fulton County School System.

For each year of operation, the Hapeville Charter School's overall student assessment results of the high school grade levels will be compared to similar non-charter schools in the Fulton County School System. In addition, individual student results will be compared to similar non-charter school students in the Fulton County School System, as well as its own students' prior performance at previous schools.

In addition, the following comparison goals will be achieved each school year:

1. When comparing by grade level, the group mean score results of Hapeville Charter School students completing End of Course Tests (EOCT) will meet or exceed the group mean score results of Fulton County Schools.
2. The group mean score results of Hapeville Charter School students completing the Georgia High School Graduation Test (GHS GT) will meet or exceed the group mean score results of Fulton County Schools.
3. The group mean score results of Hapeville Charter School students completing the Georgia High School Writing Test (GHS WT) will meet or exceed the group mean score results of Fulton County Schools.

In addition, Hapeville Charter Middle School and Career Academy:

1. will achieve SACS accreditation within the initial five years of the renewal term..

2. will include an FCS representative on the Hapeville Charter/Atlanta Technical College Partnership Board for the entire term of the renewal.
3. will meet all requirements outlined in the FCS checklist to include AYP status, enrollment projections, positive financial statements and audits, etc.
4. acknowledges that failure to meet the above requirements may result in termination of the charter.

The Strategic Plan Performance Goals established for the Fulton County Schools Title I Department are included in Appendix L of this renewal document. The scores of the past four years are included along with the goals for the next five years.

4.6 Mapping Academic Progress

Hapeville Charter School has included a budget item for the implementation of the Northwest Evaluation Association's Measure of Academic Progress (MAP) for use with the middle grade levels. The NWEA Achievement Level Tests are a series of tests, aligned with state curriculum guides (including the State of Georgia), which provide accurate information about academic growth and student learning. Level tests in the areas of mathematics, reading, and writing/language usage are designed to assess every student fairly via computerized adaptive tests. While an individual student is taking a computerized adaptive test, the program customizes the test to the student's achievement level using an item response theory algorithm. An adaptive test model (such as NWEA's MAP) gives all students an equal chance to succeed. The program instantly analyzes the student's response to each test item and determines the appropriate difficulty level to present throughout the remainder of the test. Student test results can be viewed and printed at the completion of the test. Aggregate results by class, school, or special programs are available immediately after uploading test data.

The NWEA research goal is to reveal information which will help a school improve student learning. The end result is the ability of a school to map individual student achievement from the beginning to the end of a school year in addition to many more measurement possibilities. While most assessment tests simply provide scores which compare and rank students and schools, the NWEA MAP tests provide growth information which is vital at the classroom level to assist with helping individual students meet standards. Each student will complete an NWEA assessment during the Fall Term and, again during the Spring Term.

4.7 Student and Staff Retention

Hapeville Charter School will be evaluated on retention and attrition rates of the students enrolled who complete the school year, as well as retention of the instructional staff. This information will be maintained by Hapeville Charter School and will be reported to the Fulton County School System at the end of each academic year.

4.8 Unique/distinctive features of school's instructional approach

In paraphrasing a statement from the Georgia Charter Schools Handbook, the goal of any charter school should be to raise student achievement as any other public (or private) school, but should include a program or service (or programs or services) not currently provided by the school district.

The unique offerings of Hapeville Charter School are:

1. Enrollment of each sixth grade student into first year Spanish As a Second Language or into Spanish Language Arts (if Spanish is the First Language)
2. Enrollment of each student into Exploratory courses with dual language approach (Spanish/English) in the areas of Art, Art History, General Music, Computer Literacy, Geography,

History, and Social Studies. The total number of minutes that each student may be enrolled in language study each day is 140 minutes.

3. Saturday extension classes available for each student. Attendance for the Saturday Extension Classes is optional and encouraged.
4. Implementation of the CMP Mathematics and FAST Science curriculum (currently being used at the Fulton Science Academy (Alpharetta)).

The above four offerings, in combination with proven and successful models for the teaching of mathematics, science and Spanish courses, will provide students of Fulton County Schools a unique educational opportunity at Hapeville Charter School.

4.9 Specific Objectives

The objectives of this charter are as follows:

A student who completes three years of middle school level courses at the Hapeville Charter School will have a strong basis for continuing foreign language studies at the high school level. Research indicates that early language instruction, coupled with more than 4 years of instruction, significantly improves a student's performance on SAT and other standardized test scores. (See Appendix H, Supporting Academic Citations.)

The Hapeville Charter School will implement a standards-based curriculum based on the core academic content areas that are aligned with, but not limited to, the Georgia Quality Core Curriculum and the Fulton County Curriculum. The Hapeville Charter School will ascribe to defined performance measures for each State and system selected assessment and/or check point in the core areas (CRCT, writing assessment, end-of-course tests, and norm-referenced tests) for each year and as a target for the life of the petition.

The data on achievement of these specific charter objectives will be collected by Hapeville Charter School and reported to the Fulton County School System at the end of each school year, and as requested by Fulton County Schools during the school year.

4.10 Annual Evaluation Plan

The Hapeville Charter School will work with the Fulton County School System to develop an Annual Evaluation Plan. This plan will establish the precise levels of achievement that the charter school will meet or exceed on the state and System student assessments, student and stakeholder surveys, student and staff retention, and unique charter-based objectives. Hapeville Charter School will ensure that all necessary data are collected and made available to the Fulton County School System at the end of each academic year. Moreover, the analyses of the data and the required comparisons will be conducted by the Fulton County School System and reported to Hapeville Charter School in the same manner as other schools in the System.

5. Waiver of State and Local Provisions

Hapeville Charter School will comply with all the requirements of the Single Statewide Accountability System and will meet or exceed the performance based goals included in this charter. Hapeville Charter School will not waive the accountability provisions of O.C.G.A. 20-14-30 through 20-14-41 and federal accountability requirements.

The waiver will not undermine, and is consistent with, the intent of the provisions of the Charter School Act. The goal is to provide the environment and flexibility to support the goal of increasing student achievement to exceed comparable schools on significant school-wide measures and exceed performance of comparable students on significant student achievement measures.

5.1 Term of Charter Waiver

Term of Charter Waiver: Hapeville Charter School is requesting a waiver that the Fulton County System approve a 10 year charter term.

Book: Operating Guidelines

Section: I – Instructional Program

Title: Charter Schools

Number: IEB

Status: Active

Last Revised: 10/19/2007

FCBOE Charter School Guidelines “Petition Requirements Checklist”

Additional Understandings:

It should be understood that FCSS does not approve charter terms that exceed five years.

Because of the long-term financial investment and commitments which Hapeville Charter is making towards the construction of the new career academy facilities on Buffington Road as a part of our strategy to improve student achievement and increase the student graduation rate, we are requesting that Fulton County Schools allow the charter to be approved for a ten year period. This approval provides the means to lengthen the financing period with a banking institution, which ultimately decreases the monthly payment requirements to complete the construction project. Since the intent of the FCS charter school policy is to increase student achievement and the granting of this waiver will facilitate that goal through the efficient and effective operations of the charter school, this waiver does not undermine the intent of the policy.

Further, we understand, as stated earlier in this document, that we agree to additional accountability measures as follows:

1. Hapeville Charter School must achieve SACS accreditation within the initial five years of the renewal term (See Item O in this report).
2. Hapeville Charter School must include a FCS representative on the advisory board of the charter school for the entire term of the renewal.
3. Hapeville Charter School must meet all other requirements outlined in the FCS checklist to include AYP status, enrollment projections, positive financial statements and audits, etc.
4. Failure to meet the above requirements may result in termination of the charter.

The original waivers which were included in the original charter approved by FCBOE and the State DOE are included in Appendix L of this charter renewal document.

5.2 Provisions Not Waived

Hapeville Charter School acknowledges that State law does not allow the following provisions to be waived, and, therefore, we are not asking to waive the following provisions:

- (a) the Charter Schools Act (O.C.G.A. §§ 20-2-2061 through 20-2-2071);
- (b) the accountability assessment program (O.C.G.A. §§ 20-14-30 through 20-14-41);
- (c) the Open Meetings Act (O.C.G.A. §§ 50-14-1 through 50-14-6) and the Open Records Act (O.C.G.A. §§ 50-18-70 et seq);
- (d) federal, state, and local statutes, rules, regulations, and court orders relating to civil rights; special education; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct;
- (e) laws relating to unlawful conduct in or near a public school;
- (f) laws prohibiting the charging of tuition or fees to attend a public school, except as may be authorized by O.C.G.A. § 20-2-133;
- (g) the reporting requirements of O.C.G.A. § 20-2-320; and
- (h) the brief period of quiet reflection provision of O.C.G.A. § 20-2-1050.

6. Special Needs Students

Hapeville Charter School will ensure that eligible students with disabilities receive the necessary special education, related services, and program accommodations to which they are entitled under state and federal law (including NCLB.)

Hapeville Charter School will:

- (a) provide a full continuum of services to disabled students to the same extent as other schools in the System
- (b) require instructional support teachers and special education teachers to attend the System's special education professional development programs to the same extent required of other schools in the System
- (c) implement the same identification, evaluation, placement, reporting, and due process procedures and use the same special education forms as other schools in the System
- (d) submit to program reviews by state and local officials to the same extent required of other schools in the System
- (e) provide copies of all IEPs to the School System
- (f) provide free transportation and other related services when required by a student's IEP
- (g) include reasonably anticipated special education costs in the budget(s) submitted with the petition
- (h) indemnify the School System in the event the School System is held liable for the charter school's failure to provide eligible disabled students with the special education, related services, program accommodations, and due process to which they are entitled under state and federal law.
- (i) provide remediation in required cases pursuant to SBOE code 160-4-5-.01 and NCLB.

Hapeville Charter School offers supplemental weekly and weekend tutoring services in the content areas of math, reading, language arts, science and social studies. There is no charge or fee for students who are attending the tutorial sessions.

Teachers and the counseling office regularly contact the parents of students who require additional instruction in reading and/or math to encourage and facilitate student participation in the supplemental tutoring services. Supplementary tutoring services are regularly printed in the monthly newsletter and the school's website.

Hapeville Charter will comply with all federal special education laws and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act.

6.1 Contractual Services

Hapeville Charter School will provide special education and related services to students through contractual services.

6.2 Staff Training

Professional development for HCS faculty will be provided to address training needed to handle special needs students using appropriate instructional modifications and accommodations.

6.3 Compliance and Procedures

Hapeville Charter School will comply with all regulatory requirements of the Individuals with Disabilities Education Act (IDEA), Section 540 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act and shall serve all eligible students as defined in O.C.G.A. 20-2-152 (d)(1)(2) (3)(4)(5) regardless of severity and disability.

To ensure special needs compliance, Hapeville Charter School will:

- Develop a system in coordination with the District which meets the needs of the students and provides services by licensed/certified staff, or consultants, in a manner consistent with state and federal law. An on-site special education coordinator will be responsible for the case management of all Individualized Education Programs (IEPs), which includes the coordination of all related services of a student's IEP.
- Maintain a list of the names and positions of employees who have access to student records. Each employee having access to student records will sign confidentiality agreements, and each student's folder will contain a checkout record showing who reviewed the files and the date of each review.
- Inform parents/guardians of their rights, providing a copy of the procedural safeguards each time there is any correspondence, or a held meeting. This is in addition to the procedure safeguards as described in IDEA.

6.4 Early Identification, Evaluation and Placement

The following steps will be used to determine an appropriate educational program for a student with learning, physical and behavioral/emotional difficulties:

1. Existing IEPs. Prior to the start of classes at the beginning of the term, during the enrollment process, an IEP committee will be formed for the collection and review of all current IEP records.
2. Pre-referrals. Each classroom teacher will implement pre-referral interventions in the classroom with a student who is displaying difficulties in learning. Each intervention will be documented and filed.

3. Student Support Team (SST). Per IDEA guidelines, an SST will be identified to review an individual student’s areas of concerns, as well as his/her areas of strengths. The SST will include general teachers, the special education teacher, and a school administrator. An SST referral will indicate the suspected area(s) of concern, and include the modifications and or interventions that have been attempted but have been unsuccessful. An Assessment/Evaluation Plan will be developed and the family contacted within a 15 day period of time. The parent/guardian has 15 days from the date of receiving the Assessment/Evaluation Plan to consent to the plan, sign the document and return the document to the Special Education Teacher.

6.5 Referral to Special Education

When a student is referred to special education (from the recommendation of an SST, or other appropriate source), the evaluation and placement process will be scheduled and implemented in accordance with state and federal rules and regulations. In accordance with State Rule 160-4-7-.05, the parents/guardians of Hapeville Charter School students, who are referred to special education, will receive a copy of the “Procedural Safeguards” in the following processes:

- a. the student’s initial referral for evaluation
- b. each invitation to an IEP meeting
- c. each re-evaluation of the student
- d. upon receipt of request for mediation or for an impartial due process hearing
- e. upon proposed change in the eligibility or the educational placement of the student

Hapeville Charter School will ensure that all evaluation procedures and eligibility determinations are established and implemented in accordance with State Rule 160-4-7-.07.

If the student’s assessment/evaluation indicates that he/she meets any of the criteria established under the IDEA Categories of Eligibility Section and is in need of special education services, the student, the parent(s)/guardian(s), and staff will develop an Individualized Education Program (IEP) to address the areas of deficit in accordance with the required procedures. An IEP Form will be completed describing the special services and the parent/guardian will sign a Placement Consent for Special Education Form. Once completed, the IEP is effective immediately. Each student’s IEP will be reviewed at several points throughout the school year and updated at least one time a year.

7. Personnel

7.1 Description of Instructional and Other Personnel – Middle School grades

The following non-instructional positions are budgeted and planned at Hapeville Charter School:

Role	Desired Credentials
Principal	Master’s Degree minimum, Ed.D. or Ph.D. preferred, in Educational Administration Bilingual English/Spanish skills preferable Five years previous experience in public or private school administration
Associate Principal	Bachelor’s Degree minimum, Ph.D. preferred, in Education

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Role	Desired Credentials
	Bilingual English/Spanish skills preferable Two years previous experience in public or private school administration
Operations Manager	Bachelor's Degree preferred in Business Bilingual English/Spanish skills preferable Two years previous experience in operations management
Librarian	Master's Degree in Library Science Bilingual English/Spanish skills preferable Three years previous experience in public or private school setting
Counselor/Academic Advisor	Bachelor's Degree minimum, Master's Degree preferred, in Counseling area Bilingual English/Spanish skills preferable Five years previous experience in public or private school academic advising, scheduling, counseling, special education services
Data Clerk/Student Records	High School diploma minimum, Bachelor's Degree preferred, SASI experience preferred Bilingual English/Spanish skills preferable Two years previous experience in public or private school setting
Nurse	Bachelor's Degree minimum Bilingual English/Spanish skills preferable Two years experience in public school setting
Facilities Manager	High School diploma minimum, Bachelor's Degree preferred Bilingual English/Spanish skills preferable Five years previous experience in public or private school facilities management and/or maintenance
Facilities Coordinator	High School diploma minimum, Bachelor's Degree preferred Bilingual English/Spanish skills preferable Two years previous experience in public or private school facilities maintenance

7.2 Instructional Staff Qualifications – Middle School grades

The following instructional positions are budgeted and planned at Hapeville Charter School:

Role	Desired Credentials
English Department	Master's Degree Required in English Education with Georgia

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Role	Desired Credentials
Head	Teaching Certification (Grades 6 through 8) Bilingual English/Spanish skills preferable Five years previous experience in English education at public or private school setting
Mathematics Department Head	Master's Degree Required in Mathematics Education with Georgia Teaching Certification (Grades 6 through 8) Bilingual English/Spanish skills preferable Five years previous experience in mathematics education at public or private school setting
Spanish Department Head	Master's Degree Required in Spanish Education with Georgia Teaching Certification (Grades 6 through 8) Bilingual English/Spanish skills preferable Five years previous experience in Spanish education at public or private school setting
Social Studies Department Head	Master's Degree preferred in Social Studies Education with Georgia Teaching Certification (Grades 6 through 8) Bilingual English/Spanish skills preferable Three years previous experience in social studies education at public or private school setting
Science Department Head	Master's Degree Required in Science Education with Georgia Teaching Certification (Grades 6 through 8) Bilingual English/Spanish skills preferable Five years previous experience in science education at public or private school setting
Physical Education Teacher	Bachelor's Degree Required in Physical Education with Georgia Teaching Certification (Grades 6 through 8) Bilingual English/Spanish skills preferable Three years previous experience in physical education at public or private school setting

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Role	Desired Credentials
English Teacher	<p>Bachelor's Degree Required in English Education with Georgia Teaching Certification (Grades 6 through 8)</p> <p>Bilingual English/Spanish skills preferable</p> <p>Three years previous experience in English education at public or private school setting</p>
Mathematics Teacher	<p>Bachelor's Degree Required in Mathematics Education with Georgia Teaching Certification (Grades 6 through 8)</p> <p>Bilingual English/Spanish skills preferable</p> <p>Three years previous experience in mathematics education at public or private school setting</p>
Spanish Teacher	<p>Bachelor's Degree Required in Spanish Education with Georgia Teaching Certification (Grades 6 through 8)</p> <p>Three years previous experience in Spanish education at public or private school setting</p>
Social Studies Teacher	<p>Bachelor's Degree Required in Social Studies Education with Georgia Teaching Certification (Grades 6 through 8)</p> <p>Bilingual English/Spanish skills preferable</p> <p>Three years previous experience in social studies education at public or private school setting</p>
Science Teacher	<p>Bachelor's Degree Required in Science Education with Georgia Teaching Certification (Grades 6 through 8)</p> <p>Bilingual English/Spanish skills preferable</p> <p>Three years previous experience in science education at public or private school setting</p>
Special Education Teacher	<p>IRR (or equivalent) Certification</p> <p>Georgia Certification</p>

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Role	Desired Credentials
	Bilingual English/Spanish skills preferable Three years previous experience in special education at public or private school setting preferred

7.3 Description of Instructional and Other Personnel – High School grades

The following non-instructional positions are budgeted and planned for Hapeville Charter School’s high school grade levels (not all of which begin with the 2008 School year):

ROLE	EXPERIENCE AND EDUCATION
Principal	Master’s Degree minimum, Ed.D. or Ph.D. preferred, in Educational Administration Five years previous experience in public or private school administration
Associate Principal	Bachelor’s Degree minimum, Ph.D. preferred, in Education Two years previous experience in public or private school administration
Operations Manager	Bachelor’s Degree preferred in Business Two years previous experience in operations management
Librarian	Master’s Degree in Library Science Three years previous experience in public or private school setting
Counselor/Academic Advisor	Bachelor’s Degree minimum, Master’s Degree preferred, in Counseling area Five years previous experience in public or private school academic advising, scheduling, counseling, special education services
Counselor II	Bachelor’s Degree minimum, Master’s Degree preferred, in Counseling area Five years previous experience in public or private school academic advising, scheduling, counseling, special education services
Data Clerk/Student Records	High School diploma minimum, Bachelor’s Degree preferred, SASI experience preferred Two years previous experience in public or private school setting
Facilities Manager	High School diploma minimum, Bachelor’s Degree preferred Five years previous experience in public or private school facilities management and/or maintenance

7.4 Instructional Staff Qualifications – High School grades

The following instructional positions are budgeted and planned for Hapeville Charter School’s high school grade levels (not all positions starting with 2009 School Year):

ROLE	EXPERIENCE AND EDUCATION
<p>English Department Chairperson</p>	<p>Master’s Degree preferred in English Education with Georgia Teaching Certification (Grades 9 through 12)</p> <p>Spanish as a Second Language preferred</p> <p>Five years previous experience in English education at public or private school setting</p>
<p>Mathematics Department Chairperson</p>	<p>Master’s Degree preferred in Mathematics Education with Georgia Teaching Certification (Grades 9 through 12)</p> <p>Spanish as a Second Language preferred</p> <p>Five years previous experience in mathematics education at public or private school setting</p>
<p>Spanish Department Chairperson</p>	<p>Master’s Degree preferred in Spanish Education with Georgia Teaching Certification (Grades 9 through 12)</p> <p>Five years previous experience in Spanish education at public or private school setting</p>
<p>Social Studies/History Department Chairperson</p>	<p>Master’s Degree preferred in Social Studies/History Education with Georgia Teaching Certification (Grades 9 through 12)</p> <p>Spanish as a Second Language preferred</p> <p>Three years previous experience in social studies education at public or private school setting</p>
<p>Science Department Chairperson</p>	<p>Master’s Degree preferred in Science Education with Georgia Teaching Certification (Grades 9 through 12)</p> <p>Spanish as a Second Language preferred</p> <p>Five years previous experience in science education at public or private school setting</p>
<p>Physical Education Teacher</p>	<p>Bachelor’s Degree preferred in Physical Education with Georgia Teaching Certification (for 9th Grade Level Only)</p>

ROLE	EXPERIENCE AND EDUCATION
	Spanish as a Second Language preferred Three years previous experience in physical education at public or private school setting
English Teacher	Highly Qualified and/or eligible for Georgia Teaching Certification Spanish as Second Language preferred
Mathematics Teacher	Highly Qualified and/or eligible for Georgia Teaching Certification Spanish as Second Language preferred
Spanish Teacher	Highly Qualified and/or eligible for Georgia Teaching Certification Spanish as Second Language preferred
History Teacher	Highly Qualified and/or eligible for Georgia Teaching Certification Spanish as Second Language preferred
Science Teacher	Highly Qualified and/or eligible for Georgia Teaching Certification Spanish as Second Language preferred

7.5 Certified Faculty

In 2002-03, Georgia adopted a basic definition of a highly qualified teacher as one who holds a bachelor’s degree or higher, has a major in the subject area or has passed the state teacher content assessment, and is assigned to teach his/her major subject(s). A veteran teacher is one who has had three or more years of successful teaching experience. A set of state guidelines located at <http://www.gapsc.com/> defines the highly qualified status of every type of teacher in Georgia who serves as teacher of record for core academic content, including the special education teacher.

Hapeville Charter Middle School and Career Academy Faculty for the core academic courses (with the exception of Spanish and PE) will be certified by the Georgia Professional Standards Commission, as defined at <http://www.gapsc.com/>.

7.6 Fingerprinting and Record Checks

Hapeville Charter School will require that all employees undergo fingerprinting and criminal record checks. Employment will be provisional status until clear results of record checks are obtained.

7.7 Faculty/Staff Recruitment, Compensation and Retirement

Hapeville Charter School will be responsible for employing its own teachers and staff. The school will determine the compensation package for all employees, which will be competitive with similar opportunities for these employees

The payment of compensation, including salaries and benefits, will be the sole responsibility of Hapeville Charter School. Hapeville Charter School may contract with the same benefit providers as Fulton County Schools, or in the case of the teacher retirement, will contract with the Teacher Retirement System of Georgia. In either event, the costs of these benefits will be the sole responsibility of Hapeville Charter School.

The table below outlines the current faculty salary for Hapeville Charter School. The increases indicated are minimum guideline amounts, based on experience, performance and the school’s financial position.

Hapeville Charter School Salary Schedule	Bachelor’s Degree	Master’s Degree	Specialist Degree	Ph.D.
1 to 3 years experience	\$39,413.46	\$41,250	\$42,430	\$45,800
4 to 6 years experience	1.5% increase	1.5% increase	1.5% increase	1.5% increase
6 to 10 years experience	1.5% increase	1.5% increase	1.5% increase	1.5% increase

NOTE: Certification by the Georgia Professional Standards Commission is required for all teachers.

Each teacher will be evaluated and held accountable for student learning. The overall teacher evaluation process will include classroom observations, parent/teacher communication and feedback, as well as quantity and quality of time working with students “out of the classroom.”

7.8 Other Personnel

Hapeville Charter School will provide FCSS with the personnel information required to complete the certified personnel information (CPI) report due yearly to the State of Georgia. Hapeville Charter School will provide FCSS with personnel information for staff on the HCS payroll. The school and staff are subject to the control and management of the FCBOE and failure to cooperate and comply with directions and/or directives may result in termination of the charter. Hapeville Charter School acknowledges that no administrator will be directly responsible for the supervision or evaluation of a member of his/her immediate family.

8. Term of Charter

Hapeville Charter School is seeking a 10-year approval. This Charter shall have a duration of 10 years beginning with the 2009-2010 academic year and will be subject to renewal in accordance with O.C.G.A. Section 20-2-2064(c).

Term of Charter Waiver: Hapeville Charter School is requesting a waiver that the Fulton County System approve a 10-year charter term.

Book: *Operating Guidelines*
 Section: *I – Instructional Program*

Title: Charter Schools

Number: IEB

Status: Active

Last Revised: 10/19/2007

FCBOE Charter School Guidelines "Petition Requirements Checklist"

Additional Understandings: It should be understood that FCSS does not approve charter terms that exceed five years.

Rationale of Request of 10-year term:

Because of the long-term financial investment and commitments which Hapeville Charter is making towards the construction of the new career academy facilities on Buffington Road as a part of our strategy to improve student achievement and increase the student graduation rates, we are requesting that Fulton County Schools allow the charter to be approved for a 10-year period. This approval provides the means to lengthen the financing period with a banking institution, which ultimately decreases the monthly payment requirements to complete the construction project.

9. Admission of Students

Hapeville Charter School is a public school and, as such, enrollment is open to all students who reside within the Fulton County School System attendance area and will not accept students who reside outside the FCSS attendance area. In the case where enrollment demand exceeds the capacity of the Hapeville Charter School, a lottery using a random selection process will be held to determine admission.

9.1 Admission Criteria:

For the **Fall 2004 Term**, a student must meet the following requirements for consideration for acceptance to the Hapeville Charter School:

1. He/she must reside in a Fulton County Schools sending area and,

He/she must be eligible for enrollment in the 6th grade for the Fall 2004 term within the Fulton County School System.

For the **Fall 2005 Term**, a student must meet the following requirements for consideration for acceptance to the Hapeville Charter School:

1. He/she must reside in a Fulton County Schools sending area and,
2. He/she must be eligible for enrollment in the 6th or 7th grades for the Fall 2005 term within the Fulton County School System.

For the **Fall 2006 Term and subsequent years**, a student must meet the following requirements for consideration for acceptance to the Hapeville Charter School:

He/she must reside in a Fulton County Schools sending area and,

He/she must be eligible for enrollment in the 6th, 7th or 8th grades for the Fall 2006 term (and subsequent terms) within the Fulton County School System.

Beginning Fall 2008, Hapeville Charter Middle School will be referred to as Hapeville Charter School and include grades 6 through 8.

For the **Fall 2009 Term**, a student must meet the following requirements for consideration for acceptance to Hapeville Charter School's 9th grade level:

He/she must reside in a Fulton County Schools sending area and,

He/she must be eligible for enrollment in the 9th grade for the Fall 2009 term within the Fulton County School System.

For the **Fall 2010 Term**, a student must meet the following requirements for consideration for acceptance to the Hapeville Charter School's 9th or 10th grade levels:

He/she must reside in a Fulton County Schools sending area and,

He/she must be eligible for enrollment in the 9th or 10th grades for the Fall 2010 term within the Fulton County School System.

For the **Fall 2011 Term**, a student must meet the following requirements for consideration for acceptance to the Hapeville Charter School's 9th, 10th or 11th grade levels:

He/she must reside in a Fulton County Schools sending area and,

He/she must be eligible for enrollment in the 9th, 10th or 11th grades for the Fall 2011 term within the Fulton County School System.

For the **Fall 2012 Term and subsequent years**, a student must meet the following requirements for consideration for acceptance to the Hapeville Charter School's high school grade levels:

He/she must reside in a Fulton County Schools sending area and,

He/she must be eligible for enrollment in the 9th, 10th, 11th or 12th grades for the Fall 2012 term (and subsequent terms) within the Fulton County School System.

9.2 Timetable for Applications

Formal recruitment of incoming students will begin in December for the following school year when Hapeville Charter School will advertise open registration. At this time, interested families will be able to meet with Hapeville Charter School staff and review the expectations of the school. Interested families will be able to submit applications beginning the first week of classes in January through February 25.

If the number of applicants to Hapeville Charter School exceeds capacity for a particular grade level, a random selection process, or lottery, will be used for admission, with first preference given to siblings of students already enrolled in the school. This lottery will be held on or by Feb 27th each year for the following school year. After filling all seats, a waiting pool will be established in the event that space opens up. If seats remain, applications will be accepted on an on-going basis and seats will be filled on a first-come, first-served basis.

The above procedures will also be followed to fill vacant seats in grades six, seven, and eight, nine, ten, eleven, and twelve should seats become available.

9.3 Sibling Enrollment Preference

Preference will be given to siblings of students already attending the charter school provided they meet the entrance requirements.

9.4 Recruitment Responsibility

The recruitment of students is the responsibility of the Hapeville Charter School.

9.5 Admission of Fulton County Students Only

Hapeville Charter School will not accept students who reside outside the Fulton County School System with the exception of hardship situations involving students of employees of Fulton County Schools or Fulton County government. Students who may be admitted to the school from outside Fulton County (through the hardship situation referenced above) will participate in the lottery process in the same manner as and subject to the same terms as any other student wishing to enroll in the charter school.

9.6 Recruitment throughout charter term

The yearly recruitment of students will be accomplished with mailings from mailing lists provided through the Fulton County School central office of currently enrolled students in Fulton County Schools which include letters of invitation to informational meetings about the charter school. Informational meetings for prospective students and parents/guardians will be scheduled in January, February and March at locations specified in the recruitment mailing and applications for enrollment will be accepted during that time.

Hapeville Charter School will complete registration for the upcoming school year and provide the names and addresses of all accepted students to the Fulton County School System no later than March 1 understands that failure to do so may result in the termination of the charter. It is understood that the Hapeville Charter School can continue to accept students after this date and will continue to update the system on the number of students registered and all other student information as requested.

In order to provide the school system with necessary data for state funding reporting and enrollment monitoring, the Hapeville Charter School will use the Fulton County School System’s (SASI) student information system in accordance with specifications of the school system.

9.7 Parental Information During Recruitment

During the recruitment process, the Hapeville Charter School will provide parents of prospective students with accurate information about the programs, services and amenities available at the school. Information regarding the school will be included in fliers for mailings and distributions, in addition to presentations to parents/guardians and prospective students in informational meeting formats.

9.8 Fulton County Student Information System

Hapeville Charter School agrees that, in order to provide the FCSS with necessary data for state funding reporting and enrollment monitoring, it will agree to use the School System’s student information system in accordance with School System specifications. HCS further acknowledges that, the initial equipment and installation cost and future maintenance and/or replacement of the student information equipment are the responsibility of the petitioner with direction from the school system.

10. Student Code of Conduct and Discipline

Hapeville Charter School adopts the Fulton County School System’s policy and procedures on discipline, as well as the System’s policy and procedures on due process for non-disabled students.

Hapeville Charter School maintain a reliable, safe and healthy educational environment in which each student will have the opportunity to maximize his/her potential. Each student enrolled at Hapeville Charter School receives a copy of the Fulton County School Code of Conduct and Discipline Handbook. As required by all Fulton County Schools, each HCS student is required to return the signed Parent and Student Response Forms to the school for filing. In addition, each parent/guardian signs a Family Contract (see Page 87) which further reinforces the reading, understanding and agreement to adhere to the Fulton County Code of Conduct and Discipline Handbook.

10.1 Dress Code Rules

The Foundation Board will determine the Dress Code Rules for students attending Hapeville Charter School. Dress Code Rules may vary from the middle school and high school grade levels. Information regarding the Hapeville Charter School Dress Code Rules will be posted on the school's website and distributed at the Informational Meetings to prospective parents/guardians and students.

10.2 Welfare and Safety

Students will not carry, bring, use or possess weapons, instruments or dangerous objects that may be detrimental to the welfare or safety of students or school personnel.

10.3 Personal Items

Students will not carry, bring, use or possess any pager or cellular phone in any classroom. Items of this nature will remain in the student's locker, or book bag, during the school day.

10.4 Health

Students will not carry, bring, use, possess, sell or trade alcohol, tobacco, illegal drugs, or other controlled substances on school property, at school sponsored activities, or on school transportation vehicles. Students will not come to the school or school-sponsored activities after having consumed alcohol or illegal drugs.

10.5 Consequence of Misbehavior

The School's Director will determine the consequence of any unacceptable student behavior. The parent/guardian will receive notice of student's discipline problems and the consequence administered for any infraction resulting in disciplinary action that will be filed on the student's personal record shall be maintained at the school. The consequence may be one of the following according to the seriousness of the misbehavior:

- Staff warning,
- Notification of parent/guardian and conference with parent/guardian,
- In school suspension
- Out of school suspension
- Option to withdraw*
- Recommendation for expulsion

* O.C.G.A. 20-2-2066 (c): A student may withdraw without penalty from a charter school at any time and enroll in other local school in the school district in which such student resides. A student who is suspended or expelled from a charter school as a result of a disciplinary action taken by a charter school shall be entitled to enroll in a local school within the local school system in which student resides, if, under the disciplinary policy of the local school system, such student would not have been subject to suspension or expulsion. In such instances, the local board shall not be required to independently verify the nature or occurrence of the applicable conduct or any evidence relating thereto.

Circumstances which determine the disciplinary measure to impose include:

Disciplinary Measure	Circumstance (examples)
After school detention	Offenses which are non-threatening to other students or faculty/staff and do not interrupt classroom instruction
In-school suspension (ISS)	Offenses which are non-threatening to other students or faculty/staff but interrupt classroom instruction
Out of school suspension (OSS)	Offenses which are perceived threatening to any other student(s), faculty/staff, or visitor (verbal or physical)
Suspension/Expulsion	Offenses which are definitely threatening to any other student(s), faculty/staff, or visitor (verbal or physical)

Each incident will be reported and recorded (using SASI records) according to Fulton County Policy, and the resulting punishment will be determined following the Fulton County School’s Code of Conduct and Discipline. Hapeville Charter School will follow, under the advisement of the Fulton County School System, the processes and procedures to ensure that each individual has the right to due process.

10.6 Alternate Instruction

Education services will be maintained for students if they are suspended or in the process of being expelled. Arrangements will be made between the school and each individual family for the delivery of services, pick-up and/or delivery of work, and the making up of any missed assignments and classroom instructional support. All IDEA mandates will be followed for student with disabilities.

10.7 Due Process Procedures, IEP and IDEA Requirements.

Hapeville Charter School commits to staying in compliance with any federal law regarding student discipline for children with disabilities, and will stay apprised of any shifts in the legislation. Students with disabilities have the same rights and responsibilities as other students and may be disciplined for the same behavioral offenses. If a student with disabilities has an IEP that includes disciplinary guidelines, that student will be disciplined according to those guidelines as required by IDEA. Students for whom the IEP does not include specific disciplinary guidelines may be disciplined in accordance with the standard school policies discussed above.

Any student who is receiving special education services or has been identified as a student with a disability under the Individuals with Disabilities Act (IDEA) and whose acts are determined by the principal or Board of Directors to have violated any rules, regulations or laws as alleged, shall be referred to an IEP committee. The IEP committee will be responsible for determining if the student's conduct is a manifestation of his/her disability and whether such conduct warrants a change in placement, amendments to the individual educational plan (IEP) and/or disciplinary actions. If the IEP committee determines that the student's conduct is not a manifestation of the student's disability, it shall determine what, if any, disciplinary actions shall be taken with regard to offenses that the student has been found by the School Leader or Board of Directors to have committed. The IEP committee shall also have the authority to consider, recommend and implement any changes in a student's IEP or educational placement. Nothing in these rules shall alter or adversely affect the rights of students with disabilities under applicable federal and state laws.

10.8 Disciplinary, or Tribunal Hearing Referrals

- a. Disciplinary hearings to ensure “due process” will be conducted by a Tribunal panel, composed of three teachers selected at the discretion of the Principal (or Director) of Hapeville Charter School.
- b. The Tribunal’s hearing officer will be the HCS Principal, Director, or Assistant Principal.
- c. The Tribunal will possess and exercise the full authority to hear and determine the necessary course of action, which could include disciplinary action that includes, but is not limited to, short-term suspension, school transfer recommendation, long-term suspension, or expulsion.
- d. The Tribunal’s decision will govern the circumstance in question.
- e. The student/parent/guardian has the right to appeal a decision made by a Tribunal to the HCS Board of Directors whose decision is final.

The hearing papers/records will be maintained in the Principal’s Office.

A copy of the Fulton County Student Code of Conduct is submitted with this petition application.

The Fulton County Student Code of Conduct will be distributed, discussed and reviewed at the September PTCO meeting.

One of the most successful unique or innovative behavior management methods is the involvement of students (exhibiting immature behavior) with the various City of Hapeville community projects. This is a good way for the students to become familiar with the surrounding community members while working on events such as planting trees, preparing for City sponsored street dances, and holiday festivals. In many instances, the students begin to respect the fact that others truly can treat them as young adults, rather than “the constant discipline problem.” The community members become mentors without ever having to say that term.

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Hapeville Charter School Family Contract

Students are expected to read and discuss the Fulton County School's Code of Conduct and Discipline with their parents/guardians and indicate both understanding and acceptance of it by returning this contract as completed and signed.

Student's Name: _____

I/we, the parent(s)/guardian(s) of the above-named student, in consideration of the enrollment of my/our child in the Hapeville Charter School do hereby agree to the following:

- I understand that the Hapeville Charter School is governed by a Board of Directors, the majority of which are parents/guardians of students enrolled in the school.
- I will help the school to make learning a primary occupation for my child.
- I will supervise my child's homework to ensure that all assignments are completed correctly and on schedule.
- I will ensure that my child is dressed according to the school's dress code and that my child will be sent to school healthy, clean and prepared to learn.
- I will meet with my child's teacher as requested.
- I will volunteer to work at the school a minimum of 8 hours per school year.
- I will encourage my child to participate in the school-organized volunteer community activities since these kinds of activities are an important part of learning experience.
- I understand that this contract is an agreement with all other parents in the school to support the faculty, staff, and the volunteers as they work to help my child be a productive member of the community.
- I understand that the Governing Board has the authority to suspend or expel my student from school for serious violations of the Code of Conduct and/or the parents, guardian or the mentor fails to take responsibility for the conduct of the student or fails to cooperate with the school to help in correcting the student's behavior.
- I understand that the policy of the Hapeville Charter School is to promote students based on academic performance.
- I will take responsibility for the behavior of my child in the school.
- I will keep the school informed of a phone number and address given below where I can be reached during daytime hours.

Address: _____

Phone Number(s): _____

We have read, and understand, the Fulton County School's Code of Conduct and the Hapeville Charter School Family Contract.

_____ Student Signature	_____ Date
_____ Parent/Guardian Signature	_____ Date
_____ School Principal Signature	_____ Date

11. School Governance and Management

11.1 Organization as a Non Profit Corporation

The strategic planning and fiscal management functions of the Hapeville Charter School will be the responsibility of the officers of the 501(c)(3) nonprofit corporation, Georgia Magnet/Charter Schools Foundation, Corp. The corporation's sole purpose is to support the development and growth of Hapeville Charter School and will not raise funds for any other purpose. Refer to the appendix for the Certificate and Articles of Incorporation that have been filed with the State of Georgia and the draft of the Corporate By-Laws.

11.2 Governing Board - Georgia Magnet/Charter Schools Foundation, Corp. 501(c)(3)

The following three individuals are currently serving as officers of the Georgia Magnet/Charter Schools Foundation, Corp.:

Chief Executive Officer: Diane Brodie Terry
2117 Azalea Circle
Decatur, GA 30030
DeKalb Schools: School Level Administrator

Chief Financial Officer: Terry H. Martin
43 Village Court
Decatur, GA 30030
Management Consultant

Secretary: H. Lew Valero
3335 Northside Drive
Hapeville, GA 30354
Retired Engineer: Delta Airlines

11.3 Hapeville Charter School Board of Directors

The Foundation Board of the Hapeville Charter School has the governing and policy-making responsibilities for the school with the following charge:

- uphold the school's mission and vision
- support high quality staff performance
- foster organizational planning
- and ensure financial stability.

Any changes in the membership of the Board will be communicated immediately to the FCSS charter schools office and new members will be subject to the fingerprinting and background reference checks.

The Board will fulfill its oversight and management responsibilities by meeting with the Director and Principal on at least a monthly basis to examine, review, and appraise the school's execution of the goals stated in this charter. Most of this work will be done by various committees who will work on specific initiatives and report back to the larger group on findings and with recommendations for action. The initiation and composition of these committees will be determined by the Board officers in consultation with other board members and the School's Director.

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The Board will fulfill its fiduciary duties in accordance with the Hapeville Charter School by-laws and applicable Georgia open meetings laws. Hapeville Charter School will be subject to the provisions of O.C.G.A 50-14-1 et seq. and O.C.G.A. 50-18-70 et seq. regarding Open and Public Meetings and Inspection of Public Records.

The Foundation Board of the Hapeville Charter School will be representative of the community the school intends to serve. Board members will completely support the mission of the school and serve because they believe in the goals of the school. The Directors will represent broad areas of expertise and a broad cross-section of the community-at-large to include a majority of parents and functional specialists and local community members/leaders who support and are invested in the successful performance of the Hapeville Charter School.

The Foundation Board of the Hapeville Charter School will meet at least 10 times yearly with the Director and Principal of Hapeville Charter School. The Board may form an executive committee and other special purpose committees as it deems necessary.

The Foundation Board of the Hapeville Charter School is empowered to carry out responsibilities to include, but that are not limited to:

- Ensure that the school adheres to this charter, as well as state and federal guidelines and other Fulton County and State of Georgia policies;
- Hold the Principal accountable for the academic and fiscal responsibility of the school;
- Advocate on behalf of the school by working to establish partnerships with community organizations, institutes of higher learning, non-profit foundations and corporate entities that support education through non-commercial relationships.

11.4 Governing Board and Relationship to Teachers/Administrators

The Board of Hapeville Charter School will work closely with the Director and Principal to ensure tactical execution of the school's strategic direction and priorities. It is anticipated that the Board will provide input into academic recruitment and evaluation, as well as in identifying opportunities for teacher training and professional development. The Board will additionally oversee the formulation of evaluative criteria for the school.

11.5 Board Composition and Election

The members of the Foundation Board of the Hapeville Charter School will be elected and in place by the beginning of each school year. The school does not intend to contract with a for-profit management company for the operation of this school. All members of the school's Foundation Board are fully bonded and will remain fully bonded throughout the term of the charter. Furthermore, Hapeville Charter School maintains a board that is voluntary and does not receive payment for services as board members.

As outlined by the Fulton County Board of Education Charter School Guidelines, Petition Requirements Checklist, Hapeville Charter School will comply with all legal and regulatory local state and federal laws or court order requirements, including those outlined in Fulton County Board of Education Charter School Guidelines.

The nine voting members of the Foundation Board of the Hapeville Charter School will include the following:

- (1) Three officers of the Board of the Georgia Magnet/Charter Schools Foundation, Corp. will always be voting members of the Foundation Board of the Hapeville Charter School. The CEO of the Georgia

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Magnet/Charter Schools Foundation, Corp. will serve as the Chairperson of the Foundation Board of the Hapeville Charter School. In absence of the CEO, the CFO will serve in this capacity.

- (2) Four members representing the parent(s)/guardian(s) of the school

Two of the four members of the parent(s)/guardian(s) will be elected for a two-year term, and the other two will be elected for a one-year term. The subsequent elections of the parent(s)/guardian(s) Board members (for two year terms) and will be scheduled at the April or May PTO Meeting at the end of each school year. A slate of parents/guardians will be forwarded to the Board on an annual basis by the Principal and Director. Any parent, staff or faculty member is eligible to advance the name(s) of parents/guardians to the Director/Principal for submission.

- (3) Two members representing the business/civic community

The members representing the business/civic community are appointed (for two year terms) by the Chairperson of the Foundation Board of the Hapeville Charter School. Appointments will be announced at the April or May PTO Meeting at the end of each school year.

The non-voting members of the Foundation Board of the Hapeville Charter School will include the following:

- (1) The Principal
- (2) The Director
- (3) A faculty representative appointed by the Director at the beginning of each school year.

The Hapeville Charter School acknowledges that its board members do not (and will not) constitute a voting majority on any other charter school board.

Members of the Board of Directors may be removed from office by a majority vote of the officers of the Georgia Magnet/Charter Schools Foundation, Corp. All grievances and/or conflicts arising from the Hapeville Board of Directors will be remanded to and resolved by the officers of the Georgia Magnet/Charter Schools Foundation, Corp.

11.6 Board Training

Board members will participate in Board training workshops and seminars provided through the Georgia Charter Schools Association. Board members will be encouraged to participate in the Georgia Charter Schools Association Annual Meetings (usually scheduled in January or February in the Atlanta metropolitan area).

11.7 Control and Management of the Local Board of Education

Hapeville Charter School will be subject to the control and management of the Fulton County Board of Education in a manner consistent with the Charter Schools Act of 1998, as amended, and the Georgia Constitution.

11.8 Administrative Management Structure

The Principal and Director of the Hapeville Charter School will be responsible for the operation of the school, and ensure that the mission, goals, and objectives of the school are being fulfilled.

Comment [THM1]:

Comment [THM2R1]: Gary - with 7 members on the Hapeville Board of Directors and one being the CEO, officially I'm not on the BOD...is that how it should be? Officially, the CFO doesn't have a role with the Board of Directors...and we don't say that the fiduciary responsibility lies with the 501(c) 3...little confused. Your thinking about how we should approach this?

The responsibilities of the Principal and the Director will include:

- (1) management of daily operations of the school
- (2) management of academics and classroom activities
- (3) hiring, supervision and appropriate evaluation of instructional and support staff
- (4) management and implementation of systems to ensure that the charter goals are met
- (5) regular reporting to the Board of Directors on charter compliance and goals
- (6) scheduling and setting agendas for Board meetings
- (7) facilitating and implementing Board decisions
- (8) communicating regularly with the Board, the school and Fulton County Schools
- (9) knowledge of, and adherence to, federal, state and district policies/regulations

All employees of the school will agree to the Code of Ethics for Educators as prepared by the Professional Standards Commission. By agreeing to the Code, Hapeville Charter School employees will be committed to:

- Abiding by federal, state, and local laws and statutes;
- Maintaining a professional relationship with all students;
- Refraining from the abuse of alcohol or drugs during the course of professional practice;
- Exemplifying honor and integrity in the course of professional practice, particularly in the use of public funds and property;
- Complying with state, federal, and local laws regarding the confidentiality of student records;
- Fulfilling the terms and obligations detailed in the Hapeville Charter School Charter;
- Filing necessary reports of child abuse; and
- Maintaining a high level of professional conduct.

In addition to the Code of Ethics, all personnel will be in compliance with the Drug Free Public Work Force Act of 1990.

11.9 Parental Involvement

Hapeville Charter School will operate in accordance with the premise that teachers, parents, and students must work together to provide a quality education. Parents are a vital part of this partnership, and the Family Contract establishes the school's expectations of parents/guardians in supporting the educational mission of the school.

Hapeville Charter School will encourage parents to become active with the school's Parent Teacher Community Organization (PTCO).

11.10 Providing Supplies and Services

No petitioner or no member of the governing board of the petitioner of the charter school shall sell, lease, or receive payment for providing textbooks, supplies, services, equipment, facilities, or land to a charter school or other public school in the Fulton County School System.

11.11 Business Partnerships

For the past nine months, the petitioners have been working closely with the citizens of Hapeville. Since the initial contacts with individuals and businesses have been made, there has been a concerted effort to begin the beginning phases of the establishment of business partnerships. Due to the diversity of the types of businesses in this location, the goal is to establish business partnerships with major corporations in the area, such as Ford Motor Company, Delta Airlines, Wachovia, and Chick-fil-A, as well as the smaller businesses that are well established and well known to everyone in the area.

We anticipate a tremendous surge of support upon the acceptance of this charter petition, and look forward to strong ties to the business community in, not only Hapeville, but South Fulton County.

A partnership board is currently being organized with the sole purpose of identifying and developing business partnerships in the South Fulton Area to promote the career academy concept. Students will be able to participate with intern and externship programs as a part of the curriculum for the high school certification programs provided through Atlanta Technical College.

12. School Facility – Middle School Grades

12.1 School Facility- Grades 6-8

The Hapeville Charter School, grades 6-8, is currently housed on two buildings in Hapeville, GA. The Georgia Magnet/Charter Schools Foundation, Corp. has a letter of intent with the Hapeville United Methodist Church to lease the church's Education Building for the Hapeville Charter School through the end of the school year 2014. A second lease is in effect with Intercity Partners through the end of the school year 2010 for the Elm Street building, which currently houses the 6th Grade Academy.

The address for the 6th Grade level is:

Hapeville Charter School
6th Grade Academy
3562 Elm Street
Hapeville, Georgia 30354

The address for current grades 7-8 is:

Hapeville Charter School
Main Campus – Grades 7 and 8
3535 South Fulton Avenue
Hapeville, Georgia 30354

NOTE: Facility plans for the 6th grade Academy as well as the Main Campus are included in Appendix F.

12.1.1 RENT

The monthly rent for the school's facility at Hapeville Methodist Church is \$5,000. This amount includes all utilities until this amount is reached monthly. For any utility amount over \$3,000, the school will pay the difference. This is reflected in the operational budget and is anticipated to be approximately \$900 per month. The monthly rent for the school's facility on Elm Street is \$2500 per month.

12.1.2 BUILDING DESCRIPTION – MAIN CAMPUS

The three-story red brick building was built by the Hapeville Methodist Church originally to house their education programs, which is did so for many years. The building is adjacent to the Hapeville Post Office and across the street from a city park.

The building includes the following structures:

- 19,000 square feet
- Ground level:
 - Full commercial kitchen on ground
 - Space for clinic
 - Large multipurpose space for auditorium and whole school gatherings, complete with stage and curtain
 - Elevator and staircase
- Second Level:

- 8 existing classrooms, with existing blackboards, teacher supply closets, coat racks and “cubbies”
- 6 bathrooms
- Third Level:
 - 8 existing classrooms, with existing blackboards, teacher supply closets, coat racks and “cubbies”
 - 4 bathrooms

Several of these classrooms are “double rooms” and have two doors. Potentially, these rooms could be split into two separate classrooms.

12.1.3 BUILDING DESCRIPTION – ELM STREET BUILDING

The one story building includes the following:

- 9,000 square feet
- Ground level:
 - Warming kitchen
 - Space for clinic
 - Large multipurpose space for auditorium and whole school gatherings, complete with stage and curtain
 - Elevator and staircase
 - 8 classrooms

12.1.4 CONDITION AND RENOVATION TO MIDDLE SCHOOL GRADE LEVELS

In accordance with the charter petition requirements, the Georgia Magnet/Charter Schools Foundation, Corp. provided certification that the facility is in compliance with all building code standards, regulations, fire, safety, environmental, and accessibility standards. It is understood that, if the required information is not submitted sixty days prior to the proposed opening of school, the opening will be delayed by one year.

It is acknowledged that failure to submit this information at least 135 days prior to the proposed opening date of the school will result in the delay of the school’s opening until the following year.

12.1.5 FACILITY REVIEW BY SCHOOL SYSTEM

No later than 135 days prior to the proposed opening date of the school, the Hapeville Charter School will submit for review and approval the conceptual site and building plans for any construction or renovation projects to be undertaken prior to the opening of school. It is acknowledged that failure to submit this information at least 135 days prior to the proposed opening date of the school will result in the delay of the school’s opening until the following year.

12.1.6 FACILITY CERTIFICATION BY SCHOOL SYSTEM

No later than 60 days prior to the proposed opening date of school, the Hapeville Charter School will provide certification that the facility is in compliance with all building code standards and regulations and fire, safety, environmental and accessibility requirements. The School System staff will be allowed to inspect the facility prior to school opening and throughout the term of the charter. It is acknowledged that failure to submit this information at least 60 days prior to the proposed opening date of the school will result in the delay of the school’s opening until the following year.

Copies of deeds, leases, construction contracts, drawings and other documents relating to the facility will be provided to the Fulton County School System within 5 business days of final execution. It is acknowledged that the Fulton County School System will not include start-up charter schools in its building program.

12.1.7 PLANS FOR CLEAN AND SAFE FACILITY

The Hapeville Charter School is committed to keeping a clean and well-maintained facility for the enjoyment and safety of all its students, faculty and administration.

In its operating budget, Hapeville Charter School has budgeted sufficient funds for building maintenance and janitorial services. In addition, our budget includes part-time security services to ensure the safety and well-being of our school family.

12.1.8 FACILITY RENOVATION AND CONSTRUCTION

Hapeville Charter School acknowledges that construction and renovation projects undertaken prior to the opening of the school or during the term of the charter will be carried out by experienced and appropriately licensed and insured construction professionals who will perform all work in accordance with the construction specifications, drawings and other documents, as directed by the design professional.

12.1.9 LONG-TERM FACILITY PLANS

The facility at the Hapeville Methodist Church is considered to be an initial location. As the school grows, we anticipate locating a suitable facility capable of handling the entire school population, estimated to be 480 students. The operating budget includes a Building Fund line item to accommodate development of a permanent location.

13. School Facility – High School Grades

The Hapeville Charter School, grades 9 through 12, will be housed in a complex of buildings in Union City, Georgia. The Georgia Magnet/Charter Schools Foundation, Corp. has purchased 9.92 acres of land at 6045 Buffington Road to house the Career Academy in a newly constructed building (beginning with the completion of a Ninth Grade Academy Building for the start of classes in August, 2008.

In December, 2007, the CEO and CFO of the Georgia Magnet Charter Schools Foundation, Corp. signed an agreement with Sizemore Group Architects and Lusk & Company, Inc. to begin with a design/build concept for the Ninth Grade Academy Building to be located at 6045 Buffington Road (Union City). The contact information is:

Tom Sayre, Principal
Sizemore Group
1700 Commerce Drive, NW
Atlanta, GA 30318
Phone: 404-605-0690
Fax: 404-605-0890

Mr. Bill Lusk, Principal
Lusk & Company, Inc.
2350 Justin Trail
Alpharetta, GA 30004
Phone: 678-624-0202
Fax: 678-624-1206

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With the renewal of Hapeville Charter School (approval anticipated by October 2008 by the State BOE), plans will begin to build subsequent facilities needed for grades 10-12 at the Buffington Road location.

The address for the 9th Grade level is:

Hapeville Charter Career Academy
9th Grade Academy – Union City Campus
6045 Buffington Road
Union City, GA 30349

Square footage is as follows. Stamped plans, providing square footage, have been submitted to the Fulton County Schools Facilities Offices.

9th Grade Academy (Phase I): 14,960 sq. ft.

High School Charter Academy (Phase II): 55,496 sq. ft.

The total is 70,456 sq. ft.

NOTE: Facility plans for the Buffington Road facility are included in Appendix F.

13.1 Building Description – Career Academy Facilities

As a Ninth Grade Academy (first year of operation) the small building will contain:

- Warming kitchen
- Space for clinic
- Large multipurpose space for school gatherings
- 6 classrooms including one General Science Room
- 2 Special Education Rooms including one self contained classroom
- Teacher Workroom and Lounge
- Computer laboratory and media center
- Principal's office
- Counselor's office
- Registrar
- Telephone switchboard, PA and CCTV control center
- Cafeteria Storage
- Support space including:
- Custodian's closet
- Principal's suite Conference Room
- Student toilets
- Staff Toilet
- Sprinkler riser room,
- Telephone/data distribution closet
- Lobby

As the Eighth Grade Academy (after the first year of operation) the Small building will contain:

- Space for clinic

- 9 classrooms
- 3 Special Education Rooms including one self contained classroom
- Teacher Workroom and Lounge
- Computer laboratory
- Principal's office
- Counselor's office
- Registrar
- Telephone switchboard, PA and CCTV control center
- Support space including:
 - Custodian's closet
 - Principal's suite Conference Room
 - Student toilets
 - Staff Toilet
 - Sprinkler riser room,
 - Telephone/data distribution closet
 - Lobby

The High School Building will house 9th through 12th grades containing:

- Support Spaces Including:
 - Fire Control Room
 - Sprinkler Riser room
 - Electrical distribution closet
 - Boiler room
 - 3 Data distribution closets
 - Recycling area
 - Administrative center
 - Assistant Principal's Office
 - In-School Suspension
 - Counselor's Office
 - Teacher's Resource Room
 - 15 General Classrooms
 - 4 Science Classrooms each with adjacent Lab Prep room
 - Media Center and Computer Lab
 -
 - Cafeteria/Gymnasium/Auditorium
 -
 - 4008 sf Multipurpose Space
 - Furniture Storage Room
 - Warming Kitchen
 - Kitchen Storage
 - PE Office

Boy's Locker Room

- Boy's Toilet
- Boy's Showers
- Girls Locker Room
 - Girls Toilet
 - Girl's Showers
- Staff Toilets
- Weight Lifting Room

Career Spaces

Atlanta Technical College Administrative Office
Staff Rest room

Paralegal

Computer Classroom
Counseling Office
Storage
Mock Court

Health Services

Lobby / Display
Equipment
Office/Nurses Station
Computerized Classroom
5 Clinical Bed space

Dental Hygiene

- Computerized Classroom
- 5 Dental Chairs
- Office
- Storage
- Sterilization Space

Avionics

- Bench Lab
- Troubleshooting Lab
- 2 Battery Charging rooms
- Display Storage
- Office
- Computerized Classroom & Equipment Manual Library

Automotive Technology

- Computerized Classroom
- Bench Lab
- Office
- 4 Interior Automobile Instruction Bays
- 4 Exterior Automobile Instruction Bays
- Enclosed Storage
- Open Mezzanine Storage

13.1.1 CONSTRUCTION OF CAREER ACADEMY

In accordance with the charter petition requirements, the Georgia Magnet/Charter Schools Foundation, Corp. will ensure that any required facility certifications are in compliance with all building code standards, regulations, fire, safety, environmental, and accessibility standards. It is understood that, if the required information is not submitted sixty days prior to the proposed opening of school, the opening will be delayed by one year.

It is acknowledged that failure to submit this information at least 165 days prior to the proposed opening date of the school will result in the delay of the school's opening until the following year.

13.1.2 FACILITY REVIEW BY SCHOOL SYSTEM

No later than 165 days prior to the proposed opening date of the school, the Hapeville Charter School will submit for review and approval the conceptual site and building plans for any construction or renovation projects to be undertaken prior to the opening of school. It is acknowledged that failure to submit this information at least 165 days prior to the proposed opening date of the school will result in the delay of the school's opening until the following year.

13.1.3 FACILITY CERTIFICATION BY SCHOOL SYSTEM

No later than 90 days prior to the proposed opening date of school, the Hapeville Charter School will provide certification that the facility is in compliance with all building code standards and regulations and fire, safety, environmental and accessibility requirements. The School System staff will be allowed to inspect the facility prior to school opening and throughout the term of the charter. It is acknowledged that failure to submit this information at least 90 days prior to the proposed opening date of the school will result in the delay of the school's opening until the following year.

Copies of deeds, leases, construction contracts, drawings and other documents relating to the facility will be provided to the Fulton County School System within 5 business days of final execution. It is acknowledged that the Fulton County School System will not include start-up charter schools in its building program.

The petitioner will contract directly with, and pay for the services of, appropriate design professionals, i.e., architects registered in the State of Georgia and experience in school design, and engineers registered in the State of Georgia and experienced in their respective disciplines, to:

- (1) prepare schematic designs and complete construction documents meeting all applicable codes and the requirements of all applicable code-enforcing agencies having jurisdiction over the project;
- (2) obtain full permits for land disturbance, erosion and sediment control, traffic control measures, civil, structural, architectural, mechanical, plumbing, electrical, mechanical and fire protection, etc., as required by the scope of work necessary to obtain from the appropriate jurisdiction a valid Certificate of Occupancy for the intended educational use; and
- (3) provide full "contract administration services," i.e., oversight of the construction project from conceptual design through issuance of the final Certificate of Occupancy?

All construction and renovation projects undertaken prior to the opening of the school or during the term of the charter will be carried out by experienced and appropriately licensed and insured construction professionals who will perform the work in accordance with the construction specifications, drawings and other documents, as directed by the design professional.

Copies of deeds, lease, construction contracts, drawings and other documents relating to the facility must be provided to the Fulton County School System within 5 business days of final execution.

The petitioner understands that the Fulton County Board of Education has determined that it will not include start-up charter schools in its building program or provide charter schools with a facility, land for a facility, or funding for a facility.

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The petitioner understands that if an existing charter school building is renovated or added to, or if the charter expands into an additional building, all of the criteria and deadlines in this section “School Facilities” must be met, or the charter may be terminated.

13.1.4 PLANS FOR CLEAN AND SAFE FACILITY

The Hapeville Charter School is committed to keeping a clean and well-maintained facility for the enjoyment and safety of all its students, faculty and administration.

In its operating budget, Hapeville Charter School has budgeted funds for building maintenance and janitorial services. In addition, our budget includes security services to ensure the safety and well-being of our school family.

13.1.5 FACILITY RENOVATION AND CONSTRUCTION

Hapeville Charter School acknowledges that construction and renovation projects undertaken prior to the opening of the school or during the term of the charter will be carried out by experienced and appropriately licensed and insured construction professionals who will perform all work in accordance with the construction specifications, drawings and other documents, as directed by the design professional.

A safety plan will be prepared and submitted in accordance with O.C.G.A. 20-2-1185 to obtain approval from the Georgia Emergency Management Agency no later than the first day of school for students.

14. Insurance

Based on the instructions and requirements of the Fulton County Board of Education Charter School Guidelines – Petition Requirements Checklist (10/19/2007), the Hapeville Charter School acknowledges that proof of insurance must be provided to the Fulton County School system upon request.

Based on the instructions and requirements of the Fulton County Board of Education Charter School Guidelines – Petition Requirements Checklist (10/19/2007), the Hapeville Charter School acknowledges that the charter school and its staff are subject to the control and management of the Fulton County Board of Education and failure to comply with any and all recommendations or directions of the FCBOE with respect to the operation of the charter school may result in termination of the charter.

Based on the instructions and requirements of the Fulton County Board of Education Charter School Guidelines – Petition Requirements Checklist Hapeville Charter School insures the school, its employees and board members according to the following table:

Type of Insurance	Coverage Amount	Terms and Conditions
General Liability	\$1,000,000	
School Board Insurance	\$1,000,000	
Worker’s Compensation	(based on payroll)	
Student Accident and Catastrophic Accident	\$5,000,000	
Property Insurance	(based on facility and existing insurance on building)	
Auto Insurance	\$1,000,000	
Umbrella Coverage for all Insurance Policies	\$5,000,000	

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Type of Insurance	Coverage Amount	Terms and Conditions
Unemployment Insurance	(based on payroll)	

Additional coverage will be added depending on state and Fulton County requirements and the Foundation Board policies. The school will also maintain liability insurance for the charter school's administrators and governing board, and these individuals will be appropriately bonded.

The Hapeville Charter School will offer health insurance using private health insurance providers.

The above insurance coverage will remain in effect throughout the term of the charter, unless changed by charter amendment. Proof of insurance or an acceptable self-insurance plan will be provided to the Fulton County School System upon request. Failure to do so will result in the termination of the charter.

The school will purchase and maintain as necessary general liability, automotive liability, property, workers compensation, and unemployment insurance policies. All required insurance policies are currently in effect.

15. School Finances

15.1 Financial Overview

During its first five years of operation, Hapeville Charter School has developed and adhered to fiscal management policies and practices that have resulted in strong stewardship of funds and resources. Based on the existing practices and with the intention to leverage new procedures to increase efficiencies to provide strong financial support to its academic priorities, HCS plans to continue its strong focus on positive cash flow as a key method to mitigate risk and maximize flexibility. A financial statement and balance sheet will be provided to the FCSS finance office and charter school office on a monthly basis within 15 days after the end of the month. Hapeville Charter School will employ all necessary practices and controls to comply with the federal monitoring requirements for schools receiving federal funds.

15.2 Year 1 of Renewal Term 2: Financial Plan

Hapeville Charter School maintains autonomy of its budgets and expenditures. For each year of its operation, in order to assure a predictable flow of funds, the Hapeville Charter School relies on and receives funds from the Fulton County Board of Education based on projected (initial) and actual (10-day count) enrollment. The timeframe for receiving these funds has been and is expected to continue as follows:

1. Spring (March 1) - Project enrollment for Fall 2009 based on acceptances by March 1 and send to Fulton County
2. July 2009 – Receive 3% of the total year's projected allocation for school's operation in July of that year from Fulton County.
3. Beginning in August 2009 and in each of the subsequent 10 months during the school year, receive monthly 8.82% of the remaining total allocation for school's operation. It is anticipated that each monthly deposit will be received by the school on or about the first working day of the subsequent month. (i.e. Payment for August would be received on or about September 1).
4. Enrollments are confirmed on the 10-day count and necessary adjustments to the monthly allocation between projected and actual enrollment are made.
5. Using this method, at the end of the first year of operation of the Renewal Period, Hapeville Charter School continues to show a positive cash flow.

NOTE: *Please see cash flow statements in the Appendix A and B for details. Please see Appendix A for Budget that reflects the estimate of all public and private dollars available per student. Additionally, the budget included Appendix A reflects the cash flow position projected from the fifth year of the current renewal period to demonstrate continuity and financial stability.*

Regarding the enrollment for Hapeville Charter School and the associated financial support, it is expressly acknowledged and agreed by the parties hereto that funding in accordance with the provisions of this section and in compliance with the terms of this charter as written, shall constitute treatment which is no less favorable than that accorded to other local schools as contemplated by O.C.G.A. 20-2-2068(s).

15.3 Budget for Full Term of Proposed Charter

Please see Appendix A for the budget that covers the full-term of the proposed charter. This budget demonstrates the plans Hapeville Charter School has in place to operate without a deficit.

The following assumptions were made in developing this budget:

- With the award of the State of Georgia Career Academy Grant, additional funding is needed to support the construction of the Career Academy. The cost of the building, designed by The Sizemore Group and currently under construction (initial 9th grade building) by Lusk Construction, is \$16.7 million.
- As a result of discussions with major financial institutions regarding financing options for this construction, it necessary to amortize the cost of this construction over a period of 10 years so as to minimize risk in delivering on academic goals and maximizing ability to construct a facility that is sustainable, LEED certified and that positions the school to apply for further financial support from independent sources (i.e., foundations).
- Amortization Details include:
 - Rate = 6.2% (current quoted rates range from 6% - 6.5%)
 - Term = 132 periods (With the approval of this renewal, we are in a fiscal position to start paying for the building during Year 5 of the current/first charter period.)
 - PV = \$16.047 million – This is net of furniture / fixture expenses (\$620K) which we included in operating budget to spread over rollout of high school grades
 - PMT = \$167,998
- We included a 3% annual increase in per student revenue from Fulton County Board of Education to cover cost of living expense increases. Enrollment figures in the financial projections accounts for an estimated annual 5 percent attrition rate.
- In December 2007, Hapeville Charter School paid cash for the land on which this Career Academy is to be built, so no loan payments for this expense are factored into this budget.
- Operating expenses (i.e., utilities) were provided by Lusk Construction, based on building design and proposed utilization rates.

15.4 Cash Flow Statements

Please see Appendix B for the monthly cash flow plan for the school's first fiscal year. The 10-year budget detail, in Appendix A, is also constructed to reflect projected cash flow.

15.5 Financial Management/Internal Accounting and Reporting

The Director and Treasurer will submit an annual budget to the school's Board of Directors during the spring of each year. The school's annual fiscal period will run from July 1 through June 30, in keeping with the fiscal year of the Fulton County School System. The Board of Directors, as per the by-laws, will approve the annual budget by August 31 of each fiscal year.

The Business Manager, under the direction of the Director and Principal, will rigorously track all revenue and expenses using General Accepted Accounting Practices (GAAP) and an accounting software package (i.e. QuickBooks). For each meeting of the Board of Directors, the Principal and Office Manager will prepare and deliver a current set of financial statements (balance sheet and income statement,) for review. The Director, Principal and the Treasurer of the Board of Directors will have authorization to sign all school checks.

The Foundation Board has developed a set of internal control policies to be used by the Director, Principal and Office Manager in the daily management of the school's resources. These policies include, but are not limited to, internal control policies addressing legal compliance, conflicts of interest, signature authorities, government access to records, accounting procedures, cash management, budget development, financial reporting, property management, and procurement.

Hapeville Charter School will use an accounting software package to manage financial operations and to generate financial reports in the format required by the State of Georgia and Fulton County Schools.

The CFO for Hapeville Charter School is Terry H. Martin. Ms. Martin's qualifications include holding an MBA from Georgia State University, previous non-profit financial management experience with Georgia Tech (where she served more than 6 years as Director of Internal Operations for Alumni/Development), and more than 17 additional years of experience in industry and consulting (Wachovia, BellSouth, PricewaterhouseCoopers and IBM) in addition to her current work with Lincoln Financial Group. In addition to her professional qualifications, Ms. Martin has volunteered in numerous financial management roles with two local Atlanta churches.

For an itemized list of working capital and assets, please refer to Appendix C for the Hapeville Charter School Balance Sheet (as of June 30, 2008).

15.6 Independent Audit

Hapeville Charter School will be audited annually by an independent Georgia-licensed certified public accounting firm according to the same guidelines applicable to public school systems in Georgia. Copies of the audit will be submitted to the Fulton County Board of Education within 180 days of the end of the charter school's fiscal year, with the cost of the independent audit borne by the charter school. The Fulton County School System's Internal Audit Department will be permitted to audit the school annually or at such other intervals as the Fulton County School System deems appropriate.

Hapeville Charter School has successfully completed three audits by an independent Atlanta CPA. The results and content of those audits may be found in the Appendix. The audit for academic year 2007-08 is currently underway and should be completed by the end of August 2008 at which time it is available for review by the Fulton County Board of Education and the State of Georgia.

Hapeville Charter will comply with the federal monitoring requirements when receiving federal funds.

15.7 Unencumbered Funds

In the unlikely event that the charter is not renewed or is terminated, any balance of unencumbered public funds from Fulton County Schools will revert back to the school system.

15.8 Additional Financial Management Practices

To ensure sound and rigorous financial management practices, Hapeville Charter School assures the following financial provisions:

15.8.1 MONTHLY FINANCIAL REPORT

Hapeville Charter School will provide the Fulton County School System (Finance Office and Charter School Office) with a monthly financial report (income statement and balance sheet), in a format acceptable to the School System within 15 days after the end of each month.

15.8.2 SURPLUS FUNDS

Any surplus funds remaining at the close of one fiscal year will be used to enhance the charter school's programs for the following years.

15.8.3 DEFICIT MANAGEMENT

Hapeville Charter School acknowledges that any deficit occurring during or at the end of a fiscal year will be eliminated by an infusion of funds from the petitioner or, if the charter school has not eliminated the deficit by the end of the fiscal year, the school must provide a plan for eliminating the deficit within the next fiscal year and that no School System funds will be allocated to the charter school for the next fiscal year until the Superintendent or designee approves such plan.

Based on learnings from the first five years of operation, Hapeville Charter School closely monitors enrollment figures and works with Fulton County to manage its per student funding so that expenses can be managed to ensure the school does not operate with a deficit. Where possible, financial contingencies are minimally included in the HCS budget to help offset unexpected costs and rising prices.

15.8.4 COST MANAGEMENT

It is expressly acknowledged by Hapeville Charter School that school funding in accordance with the provisions of this section and in compliance with the terms of this charter as written, shall constitute treatment which is no less favorable than that accorded to other local schools as contemplated by O.C.G.A. 20-2-2068(s).

15.8.5 DEBT RESPONSIBILITY

Hapeville Charter School acknowledges that it will be solely responsible for all debts it incurs and contracts it makes.

15.8.6 CESSATION OF OPERATIONS NOTIFICATION

The Board of Directors of Hapeville Charter School will notify the Fulton County School System immediately if the school is contemplating the cessation of operations, and will cooperate with the Fulton County School System to the extent necessary to provide an orderly return of the students to their local school.

If Hapeville Charter School ceases operations for any reason, the school and its governing board will be responsible for appropriately safeguarding and distributing the school's assets and winding up the school's business and affairs. In the unlikely event this should occur, the HCS Board of Directors will develop a plan for reserving funds to cover estimated legal, accounting, personnel and moving expenses.

If the school does not have sufficient funds to pay its bills at the time it ceases operation, Hapeville Charter School acknowledges that the Fulton County School System will not be responsible for the charter school's unpaid bills.

Hapeville Charter School will work with Fulton County Schools and the State Board of Education to assure a predictable flow of funds to the charter school based on current charter legislation.

15.9 Fundraising

The Foundation Board of the Hapeville Charter School is currently in the process of developing a draft advancement plan to for the school's fundraising efforts. This plan, which covers both short and long range initiatives, will include, but is not limited to (1) foundation support (2) corporate sponsorships and support from the Partnership Board established for the Career Academy as well as the school as a whole (3) parent and student fundraisers and (4) governmental support.

Initial discussions have been completed with two major foundations, both interested in the mission of Hapeville Charter School and its ability to increase student performance. With four years of history now complete – having demonstrated success in academic operation and increasing student performance -- it is now more realistic to invest in developing and initiating the development strategies, knowing Hapeville Charter has demonstrated a significant value to the community and has the resources in place to continue that practice on into the high school setting.

While fundraising is considered to be an integral part of the financial picture, Hapeville Charter School, at this point, also considers fundraising to be ancillary funds. The budget developed for sustaining the school's operation does not rely on fundraising efforts, but focuses on known revenue from county and state agencies.

The Georgia Magnet Charter Schools Foundation, Corp. (501(c)(3),) is currently formulating plans to raise funds to equip the certification classrooms and laboratories for the Hapeville Charter Career Academy. Successful attainment of the following financial goals will support the implementation of materials, equipment and computers for the career academy.

Phase I -	Goal Completed	
	Purchase of land at 6045 Buffington Road For Career Academy	\$950,000
Phase II -	Goals	
	To equip the Auto Front End Align Brakes/Steering Systems lab over the next two years	\$200,000*
	To equip the Avionics Technician classroom and laboratory over the next two years	\$50,000*
	To equip the Dental Care Assisting classroom and laboratory over the next two years	\$100,000*
	To equip the Paralegal Fundamentals classroom and laboratory over the next two years	\$50,000*

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To equip the Patient Care Assisting classroom and laboratory over the next two years \$100,000*

*Subject to final approval by the Hapeville Charter/Atlanta Technical College Partnership Board in October/November, 2008

Phase III - Goals

Outreach/Recruitment

Preparation and distribution of marketing materials for families and students of the Fulton County School System interested in learning more about the Career Academy opportunities and certification areas \$30,000

Transportation for Career Academy Students

Transportation costs for picking up and dropping off students in the North Fulton and South Fulton areas (in conjunction with MARTA rail services)\$150,000

Private businesses, funding agencies and foundations are currently being cultivated and will be solicited to fund these and other initiatives.

16. Transportation

Before and after school transportation will be provided to students of Hapeville Charter School residing within the transportation zone as determined by the Fulton County School's Transportation Department. The Fulton County School's Transportation Department will create a self-contiguous transportation zone for students attending Hapeville Charter's middle school grades, and another for students attending the Hapeville Charter Career Academy's high school grades. The geographic area of this zone shall be approximately the same size as the average geographic area of the four attendance zones most adjacent to the school. Transportation shall be limited to group stops (e.g. schools and churches for students residing in that zone). Any vehicles or drivers used for transporting students will meet the same safety standards applicable to public schools in the State.

An additional bus service is being contracted with Samson Transportation to provide "sweep" bus stops for students from Palmetto up through Roosevelt Highway to the south-most pickup point determined by the Fulton County School's Transportation Department within the transportation zone.

Hapeville Charter School will cooperate with FCS Transportation in meeting the requirements of 160-5-3-.16 which mandates an annual Transportation Records and Best Practices Assessment report to the GADOE by the end of the first full week in March. Hapeville Charter school understands that the FCS transportation system will operate two separate and distinct transportation zones; one for the middle school and one for the high school.

Families of students living outside of the defined self-contiguous transportation zone will be responsible for providing transportation. The school administration will work closely with these families to develop car-pool clusters to assist in these logistics.

The Hapeville and Union City/College Park locations are served, as well, by MARTA for students who wish to take advantage of the public transportation option.

17. Food Service

Hapeville Charter School will provide food service (breakfast and lunch) for students via a third party catering service. Chef Advantage has contracted with Hapeville Charter since 2004, and plans are to continue contracting with this company for the middle and high school grades. The Fulton County School Nutrition Program will not be requested to provide breakfast, lunch and/or afternoon snacks.

Hapeville Charter School is participating in the Federal Free and Reduced Meal Program (Breakfast and Lunch.) The current pricing of the program is:

Students qualifying for Free Meals (Breakfast and Lunch): \$0.00
 Students qualifying for Reduced Breakfast: \$0.30
 Students qualifying for Reduced Lunch: \$0.40
 Students full pay Breakfast: \$1.35
 Students full pay Lunch: \$2.85

17.1 Proposed Provider

Hapeville Charter School is currently contracting with a third-party provider to prepare breakfast and lunch for the middle school grade level students. Hapeville Charter School will expand the contract with Chef Advantage to prepare breakfast and lunch for the high school grade levels as well. Hapeville Charter School will stipulate that the third-party provider will provide meal service on a “cost center” basis and that this provider will supply nutritious and inviting meals for our students in a financially self-supporting manner.

17.2 Free and Reduced Lunch Program

Hapeville Charter School has been accepted to the federal subsidized free and reduced meals via the National School Breakfast and Lunch Program. The school is responsible for submitting reports as required by the State Department of Education and is responsible for accurately counting meals and submitting financial reimbursement claims to the State Department of Education for meals meeting specified nutrient standards. All reports, and audits, will continue with the federal subsidized free and reduced meals with the rollout of the high school grade levels.

2007-2008 meal prices were:

Meal	Full Price	Reduced
Breakfast	\$1.35	\$0.30
Lunch	\$2.85	\$0.40

18. Instructional Technology

The operating budget over the next 10 years includes the following:

- (1) Purchase of 20 PCs and/or laptops each year (for replacement purposes) for the next five years
- (2) Purchase of 25 PCs and/or laptops beginning the 2009-2010 School Year with the rollout of the high school grades in addition to
- (3) Purchase of computerized equipment for each of the joint enrollment certification areas in preparation for the 2011-2012 school year, when the first class of 11th Graders will be starting certification coursework
- (4) Purchase of a centralized communications center for closed circuit accessibility within each classroom and throughout the Career Academy

Technology Infrastructure

Hapeville Charter provides one laptop with internet accessibility per classroom teacher for instructional technology and student record keeping purposes (attendance, grades, progress and report cards) designated by the Fulton County School System. Additionally, Hapeville Charter has contracted with a third party vendor for computer support to ensure system maintenance and decrease downtime.

The point of contact and support for the technology infrastructure plans is Jannard Rainey.

19. Community Support

Parents, guardians and members of the community, including business leaders, have been involved with the development of this petition from the initial conversations and meetings regarding a charter middle school being located in Hapeville. This involvement took place in coffee shops, church parlors, museums, parking lots and parks in the form of informational meetings designed to promote understanding of what the needs were in the community. During the last five years, Hapeville Charter School has become a vital member of the community as a result of the integration of the charter school programming along with the various events scheduled and coordinated by the City of Hapeville.

Hapeville Charter School is considered to be a part of Hapeville's progressive "Live, Work, Play" economic development plan which promotes involved schools in the community. The school's Director of Communications is actively involved with the City of Hapeville to solidify and strengthen community support.

The expansion of Hapeville Charter School's Career Academy (which will include Grades 9 through 12,) is due, in no small part, to the support of our parents/guardians (who reside throughout the South Fulton region,) the City of Hapeville, and, and most recently, the City of Union City.

20. Annual Report

By October 1 of each year, the Hapeville Charter School shall submit an annual report that includes all State-mandated assessment and accountability scores and complies with all requirements set out in O.C.G.A. 20-2-2067.1(c)(1)-(6.) The school will track student progress against Georgia standards in order to keep parents, the community, the Fulton County School Board and the State Board of Education apprised of the students' individual, collective, and comparative achievement. This annual report shall conform with the template

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provided by the State to include all state-mandated assessment scores and accountability indicators as well as documentation that identifies whether the evaluation of stated performance-based goals and objectives were met as required for renewal. The Hapeville Charter School understands that the Fulton County School System will exercise its right to include notice of deficiencies or provide comments and feed back in the annual report.

21. Legal Proceeding

Should a third party name the Board or the School System as an adverse party in any legal proceeding arising out of any action or inaction on the part of the charter school, its governing board, its employees, its affiliates, or any part with which the charter school has contracted, the charter school shall consent to join that legal proceeding as a party alongside the Fulton County Board of Education.

The charter school is responsible for providing its own legal services and cannot use the School System's attorney unless agreed upon by the Board and the charter school.

Hapeville Charter's legal counsel is Patti Richards.
Richards Law Firm
2973 Hardman Court, NE
Atlanta, GA 30305-3424
404-846-3351 (work)
404-358-6661 (cell)
prichards@richardslawfirm.com

22. Non-Profit Corporation

A copy of the Certificate and Articles of Incorporation of the Georgia Magnet/Charter Schools Foundation, Corp. Charter Foundation, Corp. is included in the Appendix section of this document.

23. Petitioner

The local contact and school representative authorized to execute the charter contract, is:

Dr. Gary W. Martin
43 Village Court
Decatur, Georgia 30030
(678) 576-0342

The local contact and each member of the non-profit board have agreed to be fingerprinted and to have a criminal record check run prior to Board approval. In addition, we acknowledge that the school is responsible for providing its own legal services.

24. Termination

Any proposal for termination of a charter will comply with applicable requirements of the Charter Schools Act, as well as any applicable state and local rules and regulations.

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25. Appendix A – 10-Year Budget

Hapeville Charter School Petition Year	5	1	2	3	4	5	6	7	8	9	10
Academic Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Charter Period	1st	2nd	2nd	2nd	2nd						
Revenue - Per Student	3.00%										
MS Allotment	\$ 8,310	\$ 8,559	\$ 8,816	\$ 9,081	\$ 9,353	\$ 9,634	\$ 9,923	\$ 10,220	\$ 10,527	\$ 10,843	\$ 11,168
HS Allotment		\$ 6,600	\$ 6,798	\$ 7,002	\$ 7,212	\$ 7,428	\$ 7,651	\$ 7,881	\$ 8,117	\$ 8,361	\$ 8,612
TOTAL MS Enrollment	490	490	490	490	490	490	490	490	490	490	490
TOTAL HS Enrollment		165	322	471	620	620	620	620	620	620	620
9th		165	157	149	149	165	157	149	149	165	157
10th			165	157	149	149	165	157	149	149	165
11th				165	157	149	149	165	157	149	149
12th					165	157	149	149	165	157	149
	\$ 2,483,539	\$ 1,339,907	\$ 494,657	\$ 68,367	\$ 30,102	\$ 130,742	\$ 203,273	\$ 299,096	\$ 460,247	\$ 680,995	\$ 962,160
REVENUE:											
Beginning Cash Balance	\$ 808,597	\$ 2,483,539	\$ 1,339,907	\$ 494,657	\$ 68,367	\$ 30,102	\$ 130,742	\$ 203,273	\$ 299,096	\$ 460,247	\$ 680,995
Career Academy Grant	\$ 3,000,000										
Other Revenue											
Projected Revenue (from Enrollment)	\$ 4,071,900	\$ 5,283,057	\$ 6,507,135	\$ 7,745,026	\$ 9,051,333	\$ 9,322,873	\$ 9,602,559	\$ 9,890,636	\$ 10,187,355	\$ 10,492,976	\$ 10,807,765
	\$ 7,880,497	\$ 7,766,596	\$ 7,847,042	\$ 8,239,683	\$ 9,119,700	\$ 9,352,976	\$ 9,733,301	\$ 10,093,909	\$ 10,486,451	\$ 10,953,223	\$ 11,488,760
EXPENSES:											
Salaries/Taxes	\$ 2,056,310	\$ 2,483,037	\$ 3,058,354	\$ 3,562,712	\$ 4,163,613	\$ 4,288,522	\$ 4,513,203	\$ 4,747,505	\$ 4,889,930	\$ 5,036,628	\$ 5,187,727
Subs	\$ 24,301	\$ 31,529	\$ 38,834	\$ 46,222	\$ 54,018	\$ 55,638	\$ 57,307	\$ 59,027	\$ 60,797	\$ 62,621	\$ 64,500
Insurance / Employee	\$ 279,034	\$ 301,957	\$ 371,920	\$ 442,673	\$ 517,336	\$ 532,856	\$ 548,842	\$ 565,307	\$ 582,266	\$ 599,734	\$ 617,726
Benefits/Retirement	\$ 183,317	\$ 216,567	\$ 266,746	\$ 317,491	\$ 371,040	\$ 382,171	\$ 393,636	\$ 405,445	\$ 417,609	\$ 430,137	\$ 443,041
Purchased Services	\$ 168,994	\$ 221,027	\$ 272,238	\$ 324,028	\$ 378,680	\$ 390,040	\$ 401,741	\$ 413,794	\$ 426,207	\$ 438,994	\$ 452,163
Custodial Services	\$ 77,313	\$ 100,310	\$ 123,551	\$ 147,055	\$ 171,858	\$ 177,014	\$ 182,324	\$ 187,794	\$ 193,428	\$ 199,231	\$ 205,208
Rent - Middle School	\$ 48,000	\$ 66,000	\$ 66,000	\$ 66,000	\$ 66,000	\$ 72,600	\$ 72,600	\$ 72,600	\$ 72,600	\$ 79,860	\$ 87,846
Utilities											
Middle School	\$ 76,664	\$ 78,964	\$ 81,333	\$ 83,773	\$ 86,286	\$ 88,875	\$ 91,541	\$ 94,288	\$ 97,116	\$ 100,030	\$ 103,031
Estimated utilities Career Academy	\$ -	\$ 80,802	\$ 120,600	\$ 120,600	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
Repairs & Maintenance (includes bus)	\$ 95,878	\$ 102,590	\$ 109,771	\$ 117,455	\$ 125,677	\$ 134,474	\$ 143,887	\$ 153,959	\$ 164,737	\$ 176,268	\$ 188,607
Insurance (Com/Liability/bus)	\$ 43,980	\$ 44,990	\$ 55,415	\$ 65,956	\$ 77,081	\$ 79,393	\$ 81,775	\$ 84,228	\$ 86,755	\$ 89,358	\$ 92,039
Furniture & Fixtures Career Academy		\$ 148,000	\$ 148,000	\$ 148,000	\$ 74,000	\$ 74,000	\$ 74,000	\$ 18,500	\$ 18,500	\$ 18,500	\$ 18,500
Leasehold Improvements	\$ 17,587	\$ 22,818	\$ 28,105	\$ 33,452	\$ 39,094	\$ 40,267	\$ 41,475	\$ 42,719	\$ 44,001	\$ 45,321	\$ 46,680
Equipment Purchases	\$ 24,622	\$ 31,946	\$ 39,347	\$ 46,833	\$ 54,732	\$ 56,374	\$ 58,065	\$ 59,807	\$ 61,601	\$ 63,449	\$ 65,353
Copier/Lease	\$ 10,201	\$ 13,235	\$ 16,301	\$ 19,402	\$ 22,675	\$ 23,355	\$ 24,055	\$ 24,777	\$ 25,520	\$ 26,286	\$ 27,075
Library/Enrichment	\$ 1,720	\$ 2,232	\$ 2,749	\$ 3,272	\$ 3,824	\$ 3,939	\$ 4,057	\$ 4,179	\$ 4,304	\$ 4,433	\$ 4,566
Free/Reduced Lunch	\$ 74,224	\$ 96,301	\$ 118,614	\$ 141,179	\$ 164,991	\$ 169,940	\$ 175,039	\$ 180,290	\$ 185,699	\$ 191,269	\$ 197,008
Telephone	\$ 19,561	\$ 25,379	\$ 31,260	\$ 37,206	\$ 43,482	\$ 44,786	\$ 46,130	\$ 47,514	\$ 48,938	\$ 50,407	\$ 51,919
Supplies/Office/Custodial	\$ 59,074	\$ 76,645	\$ 94,404	\$ 112,363	\$ 131,314	\$ 135,254	\$ 139,311	\$ 143,491	\$ 147,795	\$ 152,229	\$ 156,796
Postage/Bank/P/R Fees	\$ 7,504	\$ 9,736	\$ 11,992	\$ 14,273	\$ 16,680	\$ 17,180	\$ 17,696	\$ 18,227	\$ 18,774	\$ 19,337	\$ 19,917
Singer Publication	\$ 2,931	\$ 3,803	\$ 4,684	\$ 5,575	\$ 6,516	\$ 6,711	\$ 6,912	\$ 7,120	\$ 7,333	\$ 7,553	\$ 7,780
Books/Periodicals	\$ 14,070	\$ 18,255	\$ 22,484	\$ 26,762	\$ 31,275	\$ 32,214	\$ 33,180	\$ 34,175	\$ 35,201	\$ 36,257	\$ 37,344
Textbooks - MS	\$ 35,790	\$ 36,864	\$ 37,970	\$ 39,109	\$ 40,282	\$ 41,490	\$ 42,735	\$ 44,017	\$ 45,338	\$ 46,698	\$ 48,099
Textbooks - HS		\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 42,000	\$ 43,260	\$ 44,558	\$ 45,895	\$ 47,271	\$ 48,690
Supplies - Instructional	\$ 21,246	\$ 27,566	\$ 33,953	\$ 40,412	\$ 47,228	\$ 48,645	\$ 50,104	\$ 51,608	\$ 53,156	\$ 54,750	\$ 56,393
Title I Purchases / Reimbursements	\$ (58,021)	\$ (75,279)	\$ (92,721)	\$ (110,360)	\$ (128,974)	\$ (132,843)	\$ (136,828)	\$ (140,933)	\$ (145,161)	\$ (149,516)	\$ (154,002)
Computer Software/Support	\$ 68,390	\$ 88,732	\$ 109,291	\$ 130,083	\$ 152,023	\$ 156,583	\$ 161,281	\$ 166,119	\$ 171,103	\$ 176,236	\$ 181,523
Dues / Fees	\$ 3,391	\$ 4,399	\$ 5,419	\$ 6,450	\$ 7,537	\$ 7,763	\$ 7,996	\$ 8,236	\$ 8,483	\$ 8,738	\$ 9,000
Professional Development	\$ 11,256	\$ 14,604	\$ 17,987	\$ 21,409	\$ 25,020	\$ 25,770	\$ 26,544	\$ 27,340	\$ 28,160	\$ 29,005	\$ 29,875
Student Activities	\$ 13,648	\$ 17,707	\$ 21,810	\$ 25,959	\$ 30,337	\$ 31,247	\$ 32,185	\$ 33,150	\$ 34,145	\$ 35,169	\$ 36,224
Career Academy Building	\$ 2,015,974	\$ 2,015,974	\$ 2,015,974	\$ 2,015,974	\$ 2,015,974	\$ 2,015,974	\$ 2,015,974	\$ 2,015,974	\$ 2,015,974	\$ 2,015,974	\$ 2,015,974
Total Expenses	\$ 5,398,958	\$ 6,426,690	\$ 7,352,385	\$ 8,171,315	\$ 9,089,598	\$ 9,222,234	\$ 9,530,028	\$ 9,794,813	\$ 10,026,204	\$ 10,272,227	\$ 10,526,801
Ending Cash	\$ 2,483,539	\$ 1,339,907	\$ 494,657	\$ 68,367	\$ 30,102	\$ 130,742	\$ 203,273	\$ 299,096	\$ 460,247	\$ 680,995	\$ 962,160

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26. Appendix B – Monthly Cash Flow – Year 1

Hapeville Charter School Petition Year	5	1	July	August	September	October	November	December	January	February	March	April	May	June
Academic Year	2008-2009	2009-2010												
Charter Period	1st	2nd												
Revenue - Per Student	3.00%													
MS Allotment	\$ 8,310	\$ 8,555												
HS Allotment	\$ 6,600	\$ 6,600												
TOTAL MS Enrollment	490	490												
TOTAL HS Enrollment	165	165												
		9th												
REVENUE:														
Beginning Cash Balance	\$ 808,597	\$ 2,483,537	\$ 2,483,537	\$ 2,106,471	\$ 2,036,783	\$ 1,967,095	\$ 1,897,407	\$ 1,827,719	\$ 1,758,031	\$ 1,688,343	\$ 1,618,655	\$ 1,548,967	\$ 1,479,279	\$ 1,409,591
Career Academy Grant	\$ 3,000,000													
Other Revenue	\$ -													
Projected Revenue (from Enrollment)	\$ 4,071,900	\$ 5,283,057	\$ 158,492	\$ 465,870	\$ 465,870	\$ 465,870	\$ 465,870	\$ 465,870	\$ 465,870	\$ 465,870	\$ 465,870	\$ 465,870	\$ 465,870	\$ 465,870
	\$ 7,880,497	\$ 7,766,594	\$ 2,642,029	\$ 2,572,341	\$ 2,502,653	\$ 2,432,965	\$ 2,363,277	\$ 2,293,589	\$ 2,223,900	\$ 2,154,212	\$ 2,084,524	\$ 2,014,836	\$ 1,945,148	\$ 1,875,460
EXPENSES:														
Salaries/Taxes	\$ 2,056,310	\$ 2,483,037	\$ 206,920	\$ 206,920	\$ 206,920	\$ 206,920	\$ 206,920	\$ 206,920	\$ 206,920	\$ 206,920	\$ 206,920	\$ 206,920	\$ 206,920	\$ 206,920
Subs	\$ 24,301	\$ 31,529	\$ 2,627	\$ 2,627	\$ 2,627	\$ 2,627	\$ 2,627	\$ 2,627	\$ 2,627	\$ 2,627	\$ 2,627	\$ 2,627	\$ 2,627	\$ 2,627
Insurance / Employee	\$ 279,034	\$ 301,957	\$ 25,163	\$ 25,163	\$ 25,163	\$ 25,163	\$ 25,163	\$ 25,163	\$ 25,163	\$ 25,163	\$ 25,163	\$ 25,163	\$ 25,163	\$ 25,163
Benefits/Retirement	\$ 183,317	\$ 216,567	\$ 18,047	\$ 18,047	\$ 18,047	\$ 18,047	\$ 18,047	\$ 18,047	\$ 18,047	\$ 18,047	\$ 18,047	\$ 18,047	\$ 18,047	\$ 18,047
Purchased Services	\$ 168,994	\$ 221,027	\$ 18,419	\$ 18,419	\$ 18,419	\$ 18,419	\$ 18,419	\$ 18,419	\$ 18,419	\$ 18,419	\$ 18,419	\$ 18,419	\$ 18,419	\$ 18,419
Custodial Services	\$ 77,313	\$ 100,310	\$ 8,359	\$ 8,359	\$ 8,359	\$ 8,359	\$ 8,359	\$ 8,359	\$ 8,359	\$ 8,359	\$ 8,359	\$ 8,359	\$ 8,359	\$ 8,359
Rent - Middle School	\$ 48,000	\$ 66,000	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500
Utilities														
Middle School	\$ 76,664	\$ 78,964	\$ 6,580	\$ 6,580	\$ 6,580	\$ 6,580	\$ 6,580	\$ 6,580	\$ 6,580	\$ 6,580	\$ 6,580	\$ 6,580	\$ 6,580	\$ 6,580
Estimated utilities														
Career Academy	\$ -	\$ 80,802	\$ 6,734	\$ 6,734	\$ 6,734	\$ 6,734	\$ 6,734	\$ 6,734	\$ 6,734	\$ 6,734	\$ 6,734	\$ 6,734	\$ 6,734	\$ 6,734
Repairs & Maintenance (includes bus)	\$ 95,878	\$ 102,590	\$ 8,549	\$ 8,549	\$ 8,549	\$ 8,549	\$ 8,549	\$ 8,549	\$ 8,549	\$ 8,549	\$ 8,549	\$ 8,549	\$ 8,549	\$ 8,549
Insurance (Com/Liability/bus)	\$ 43,980	\$ 44,990	\$ 3,749	\$ 3,749	\$ 3,749	\$ 3,749	\$ 3,749	\$ 3,749	\$ 3,749	\$ 3,749	\$ 3,749	\$ 3,749	\$ 3,749	\$ 3,749
Furniture & Fixtures														
Career Academy	\$ 148,000	\$ 123,333	\$ 12,333	\$ 12,333	\$ 12,333	\$ 12,333	\$ 12,333	\$ 12,333	\$ 12,333	\$ 12,333	\$ 12,333	\$ 12,333	\$ 12,333	\$ 12,333
Leasehold Improvements	\$ 17,587	\$ 22,818	\$ 1,902	\$ 1,902	\$ 1,902	\$ 1,902	\$ 1,902	\$ 1,902	\$ 1,902	\$ 1,902	\$ 1,902	\$ 1,902	\$ 1,902	\$ 1,902
Equipment Purchases	\$ 24,622	\$ 31,946	\$ 2,662	\$ 2,662	\$ 2,662	\$ 2,662	\$ 2,662	\$ 2,662	\$ 2,662	\$ 2,662	\$ 2,662	\$ 2,662	\$ 2,662	\$ 2,662
Copier Lease	\$ 10,201	\$ 13,235	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103
Library/Enrichment	\$ 1,720	\$ 2,232	\$ 186	\$ 186	\$ 186	\$ 186	\$ 186	\$ 186	\$ 186	\$ 186	\$ 186	\$ 186	\$ 186	\$ 186
Free/Reduced Lunch	\$ 74,224	\$ 96,301	\$ 8,025	\$ 8,025	\$ 8,025	\$ 8,025	\$ 8,025	\$ 8,025	\$ 8,025	\$ 8,025	\$ 8,025	\$ 8,025	\$ 8,025	\$ 8,025
Telephone	\$ 19,561	\$ 25,379	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115
Supplies/Office/Custodial	\$ 59,074	\$ 76,645	\$ 6,387	\$ 6,387	\$ 6,387	\$ 6,387	\$ 6,387	\$ 6,387	\$ 6,387	\$ 6,387	\$ 6,387	\$ 6,387	\$ 6,387	\$ 6,387
Postage/Bank/P/R Fees	\$ 7,504	\$ 9,736	\$ 811	\$ 811	\$ 811	\$ 811	\$ 811	\$ 811	\$ 811	\$ 811	\$ 811	\$ 811	\$ 811	\$ 811
Stinger Publication	\$ 2,931	\$ 3,803	\$ 317	\$ 317	\$ 317	\$ 317	\$ 317	\$ 317	\$ 317	\$ 317	\$ 317	\$ 317	\$ 317	\$ 317
Books/Periodicals	\$ 14,070	\$ 18,255	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521
Textbooks - MS	\$ 35,790	\$ 36,864	\$ 3,072	\$ 3,072	\$ 3,072	\$ 3,072	\$ 3,072	\$ 3,072	\$ 3,072	\$ 3,072	\$ 3,072	\$ 3,072	\$ 3,072	\$ 3,072
Textbooks - HS	\$ 120,000	\$ 120,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Supplies - Instructional	\$ 21,246	\$ 27,566	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297
Title I Purchases / Reimbursements	\$ (58,021)	\$ (75,279)	\$ (6,273)	\$ (6,273)	\$ (6,273)	\$ (6,273)	\$ (6,273)	\$ (6,273)	\$ (6,273)	\$ (6,273)	\$ (6,273)	\$ (6,273)	\$ (6,273)	\$ (6,273)
Computer Software/Support	\$ 68,390	\$ 88,732	\$ 7,394	\$ 7,394	\$ 7,394	\$ 7,394	\$ 7,394	\$ 7,394	\$ 7,394	\$ 7,394	\$ 7,394	\$ 7,394	\$ 7,394	\$ 7,394
Dues / Fees	\$ 3,391	\$ 4,399	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367
Professional Development	\$ 11,256	\$ 14,604	\$ 1,217	\$ 1,217	\$ 1,217	\$ 1,217	\$ 1,217	\$ 1,217	\$ 1,217	\$ 1,217	\$ 1,217	\$ 1,217	\$ 1,217	\$ 1,217
Student Activities	\$ 13,648	\$ 17,707	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476
Career Academy Building	\$ 2,015,976	\$ 2,015,976	\$ 167,998											
Total Expenses	\$ 5,396,960	\$ 6,426,692	\$ 535,558											
Ending Cash	\$ 2,483,537	\$ 1,339,902	\$ 2,106,471	\$ 2,036,783	\$ 1,967,095	\$ 1,897,407	\$ 1,827,719	\$ 1,758,031	\$ 1,688,343	\$ 1,618,655	\$ 1,548,967	\$ 1,479,279	\$ 1,409,591	\$ 1,339,902

27. Appendix C – Hapeville Charter School Balance Sheet – 6/30/08

Georgia Magnet Charter School (dba) Hapeville Charter Middle School
 Financial Statements - Period Ending 06.30.2008
 Balance Sheet

ASSETS	
Current Assets	
Suspense	\$ 5,600.47
Wachovia - Cash / Operating	349,204.02
Wachovia - Cash / Payroll	29,397.87
Wachovia - Business MMI	210,103.38
Sweep Account	271,767.44
Wachovia - Time Deposit	403,445.86
Prepaid Expense	<u>26,860.57</u>
Total Current Assets	1,296,379.61
Property and Equipment	
H.S. Land - Buffington Road	957,571.36
H.S. Construction in Process	414,891.98
Equipment	48,527.77
Equipment - Elm Street	17,474.60
Equipment - Computers	169,831.73
Equipment Computers - Elm	4,997.33
Leased Equipment - Main Campus	4,370.00
Leased Equipment - Elm Street	3,984.00
Furniture & Fixtures- Main	99,206.22
Furniture & Fixtures - Elm St	38,442.71
Leasehold Improvements - Main	144,581.39
Leasehold Improve - Elm Street	473,921.96
Textbooks	283,417.18
Accumulated Depreciation	<u>(475,955.00)</u>
Total Property and Equipment	2,185,263.23
Other Assets	
Deposits - Paid In	<u>155.00</u>
Total Other Assets	<u>155.00</u>
Total Assets	<u>\$ 3,481,797.84</u>
LIABILITIES AND CAPITAL	
Current Liabilities	
Teachers Retirement Payable	(\$ 340.68)
Employees Retirement System/GA	<u>(4.00)</u>
Total Current Liabilities	(344.68)
Long-Term Liabilities	
Capital Lease Payable	<u>20,306.00</u>
Total Long-Term Liabilities	<u>20,306.00</u>
Total Liabilities	19,961.32
Capital	
Unrestricted Net Assets	2,323,931.75
Net Income	<u>1,137,904.77</u>
Total Capital	<u>3,461,836.52</u>
Total Liabilities & Capital	<u>\$ 3,481,797.84</u>

28. Appendix D – Certificate and Articles of Incorporation

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0309121
EFFECTIVE DATE: 02/11/2003
JURISDICTION : GEORGIA
REFERENCE : 0077
PRINT DATE : 02/17/2003
FORM NUMBER : 311

FREDRICK M. MCLAM
309 SYCAMORE STREET
DECATUR, GA 30030

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

GEORGIA MAGNET/CHARTER SCHOOLS FOUNDATION, CORP.
A DOMESTIC NONPROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State

ARTICLES OF INCORPORATION
OF
GEORGIA MAGNET/CHARTER SCHOOLS FOUNDATION, CORP.

I.

The name of the corporation is "*GEORGIA MAGNET/CHARTER SCHOOLS FOUNDATION, CORP.*".

II.

The corporation is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code.

III.

The corporation shall have perpetual duration.

IV.

The corporation is a corporation for non-profit and is organized for the following purpose: For the establishment and operation of magnet/charter schools at the middle and high school levels within the public school systems of Georgia, and to engage in any lawful business or activities related thereto; and to function as the non-profit organization to which donations, grants, scholarships and other fund raising funds may be given to support charter/magnet schools proposed by this Corporation to public school systems in the State of Georgia.; and subject to the provisions of the Georgia Nonprofit Corporation Code (O.C.G.A. § 14-3-101 *et. seq.*).

V.

The corporation will have members with the rights and privileges as set forth in the Bylaws.

VI.

The address and county of the initial registered office of the corporation is 43 Village Court, Decatur, Dekalb County, Georgia, 30030 and the initial registered agent of the corporation at such address is Gary Martin.

VII.

The mailing address of the initial principal office of the corporation is 43 Village Court, Decatur, Georgia 30030.

VIII.

The corporation is organized exclusively for educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

IX.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article VIII above.

X.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

XI.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

XII.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

XIII.

The name and address of the incorporator is:

Name	Address
Fredrick C. McLam	309 Sycamore Street, Decatur, GA 30030

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation.

This 7th day of February, 2003.



Fredrick C. McLam
Incorporator



CATHY COX
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
315 West Tower, #2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

Registered agent, officer, entity status information via the Internet
<http://www.sos.state.ga.us/corporations>

WARREN RARY
Director

QUINTILIS B. ROBINSON
Deputy Director

TRANSMITTAL INFORMATION
GEORGIA PROFIT OR NONPROFIT CORPORATIONS

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET #	PENDING #	CONTROL #
	0497696	
DOCKET CODE	DATE FILED	AMOUNT RECEIVED
	2-11-03	
TYPE CODE	EXAMINER	JURISDICTION (COUNTY) CODE
DN		44

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. 030280839
Corporate Name Reservation Number

GEORGIA MAGNET/CHARTER SCHOOLS FOUNDATION, CORP.
Corporate Name

2. FREDRICK C MCLAM 404-373-4562
Applicant/Attorney Telephone Number

309 SYCAMORE STREET
Address

DECATUR GA 30030
City State Zip Code

3. Mail or deliver to the Secretary of State, at the above address, the following:

- 1) This transmittal form
- 2) Original and one copy of the Articles of Incorporation
- 3) Filing fee of \$60.00 payable to Secretary of State. Filing fees are NON-refundable.

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (The Clerk of Superior Court can advise you of the official organ in a particular county.)

Fredrick C McLam 2-7-03
Authorized Signature Date

Business entity information via the Internet: <http://www.sos.state.ga.us/corporations/>

FORM 227

29. Appendix E – Corporate By Laws

BY-LAWS
OF
GEORGIA MAGNET/CHARTER SCHOOLS FOUNDATION, CORP.

ARTICLE I. OFFICES

The principal office of Georgia Magnet Charter Schools Foundation, Corporation (hereinafter referred to as the "corporation" or "GMCSF") shall be located in the State of Georgia.

ARTICLE II. GENERAL PURPOSE

The goal of GMCSF is to ensure that Hapeville Charter School consistently provides students a quality educational experience. The responsibilities of the GMCSF include the long-term strategic and fiscal planning, and direction of the charter school's operations.

ARTICLE III. BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of GMCSF shall be exercised by; and under the authority of the GMCSF Board of Directors. The members shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they may deem proper, not inconsistent with GMCSF's Articles of Incorporation, these Bylaws, and the laws of this State.

Section 2. Number, Tenure, Vacancies, and Qualifications. The Board of Directors shall consist of at most nine (9) members, which number shall be fixed from time to time by the Board of Directors. Members shall be persons who are 21 years of age or older but need not be residents of the State of Georgia. The initial GMCSF board shall consist of three (3) members.

Section 3. Structure of the GMCSF Board of Directors. The membership of the GMCSF Board of Directors will include:

- One (1) community / corporate member, Chairperson
- One (1) community /corporate member, Vice-Chairperson - Treasurer
- One appointed member, Secretary.

Members of the GMCSF will be appointed for two year terms.

ARTICLE IV. OFFICERS

Section 1. Number and Qualifications. The officers of GMCSF shall consist of a Chair, a Vice Chair-Treasurer, a Recording Secretary, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected by the Board of Directors.

Section 2. Election and Term of Office. The officers of GMCSF shall be elected by the Board of Directors at its first meeting and thereafter at each annual meeting of the Board of Directors. Each officer shall hold office for a term of one or two years, or until his/her successor has been duly elected and has qualified or until his/her earlier death, resignation or removal from office as hereinafter provided.

Section 3. Resignation, Removal and Vacancies. In the event that any one of the officers shall resign, such officer shall immediately cease to be an officer. Any such resignation shall be in writing and shall be delivered to either the Chair or Vice Chair. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy in any office for whatever reason may be filled, for the unexpired portion of the term, by the Board of Directors.

Section 4. Chair. The Chair shall be the principal executive officer of GMCSF and, subject to the general direction of the Board of Directors, shall supervise and control the business and affairs of the corporation. The Chair shall, when present, preside at all meetings of the Board of Directors. The Chair or Vice-Chair or both may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or is required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the Board of Directors from time to time. The Chair shall have authority to institute or defend legal proceedings when the members are deadlocked.

Section 5. Vice Chair. The Vice Chair shall: (a) assume duties of Chair in his/her absence; and, (b) assist Chair in planning meetings.

Section 6. The Recorder. The Recorder shall: (a) keep the minutes of the proceedings of the Board of Directors in one or more books provided for that purpose; (b) authenticate records of the corporation; (c) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (d) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of GMCSF under its seal is duly authorized; (e) keep a register of the mailing address of each member which shall be furnished to the Recorder by such member; and (f) in general perform all duties incident to the office of Recorder and such other duties as from time to time may be assigned to him/her by the co-chair or by the Board of Directors.

Section 7. The Treasurer. The Treasurer shall: (a) keep correct and complete books and records of account for the corporation; (b) have charge and custody of and be responsible for all funds and securities of the corporation; (c) receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of GMCSF in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article IV of these Bylaws; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time

may be assigned to him by the Chair or by the Board of Directors. If there is no treasurer, all such functions shall be performed by the co-chairs and assisted by the secretary.

Section 8. School Principal and/or Director. The School Principal and/or Director shall: (a) Manage daily operations of school; (b) Direct hiring and supervision of all school teaching and support staff and otherwise meet all criteria outlined in the job description of the School Principal and/or the School Director; (c) Ensure that the charter contract goals are being met; (d) Report quarterly to the Board on charter compliance and progress toward meeting goals; (e) Assist Chair with scheduling and setting agendas for meetings; (f) Facilitate and implement Board of Directors decisions; (g) Act as liaison between school and district office; (h) Provide knowledge of federal, state, and district policies/regulations; (i) Encourage bottom-up decision-making and participation by all; (j) Facilitate and implement school's vision and goals; (k) Report to the Board of Directors.

Section 9. Duties of all Board of Directors Members. All Board of Directors members shall:

Chair or otherwise serve on a Board committee or school-wide subcommittee.
Gather and report Liaison Group concerns and ideas to the Board.
Inform Liaison Group of Board decisions.
Encourage teamwork within the group.
Provide leadership in implementing the curriculum/vision/goals.
Facilitate communication among members.

ARTICLE V. COMMITTEES

Section 1. Board of Directors Committees. The committees developed by of the Board of Directors are each chaired by a member of the Board of Directors; the Chair, Vice Chair, and Recorder are not permitted to chair committees. The committees and their respective responsibilities are as follows:

Finance. Prepare annual budget for Board approval. Monitor budget compliance, all financial expenditures and revenues and other financial issues throughout the year. Recommend financial policies to the Board. Work with the Development Committee as School Principal and other staff to establish financial goals and policies.

Finance chair will serve as Board treasurer and, in collaboration with the School Director/Principal, prepare and present a report on current financial performance at each Board meeting.

Personnel. Establish hiring, grievance, transfer, evaluation, and other personnel procedures. Work with the School Principal and/or the School Director in implementing these policies and hiring staff. In conjunction with the Board Chair, provide management oversight of the School Principal and/or the School Director.

Family Involvement. Lead development and oversight of the parent involvement plan and other parent and family volunteer programs within the school.

Community Partnerships. Lead development and oversight of the community partnership plan. Establish programs with community groups such as (to be determined)

Development. Lead effort to secure grants, perform fund-raising, and establish and support effective communication tools for internal and external communications about the school.

At its discretion each year, the Board may vote to create an Executive Committee composed of the Board Chair, Vice-Chair, Finance Chair, and Parent-Family Involvement Chair, with the authority to handle urgent or routine issues raised by the School Principal during the period between regular monthly Board meetings. All meetings

and decisions of the Executive Committee must be reported to the Board at the next regular meeting and any actions taken may be overruled by simple majority vote of the full Board.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of GMCSF, and such authority may be general or may be confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of GMCSF, and no evidence of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of GMCSF shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 4. Deposits. All funds of GMCSF not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII. FISCAL YEAR

The fiscal year of GMCSF shall end on the thirtieth day of June in each year.

ARTICLE VIII. CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and have inscribed thereon the name of GMCSF, the state of incorporation, the words "Not For Profit," and the words "Corporate Seal." The seal of the corporation may be affixed to any document executed by GMCSF, but the absence of the seal shall not impair the validity of the document or any action taken in pursuance thereof or in reliance thereon.

ARTICLE IX. WAIVER OF NOTICE

Whenever any notice is required to be given to any member of GMCSF under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Georgia Nonprofit Corporation Code, a waiver thereof may be made, whether before or after the times stated therein, in writing signed by the person or persons entitled to such notice and delivered to the corporation for inclusion in the minutes or corporate records. Such written waiver shall be deemed equivalent to the giving of such notice.

ARTICLE X. AMENDMENTS

Section 1. Power to Amend Bylaws. The Board of Directors shall have the power to alter, amend or repeal these Bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors must be consistent with the Articles of Incorporation of GMCSF and the laws of the State of Georgia.

Section 2. Conditions. Action by the Board of Directors with respect to bylaws shall be taken by an affirmative vote of a majority of all members then holding office.

ARTICLE XI. EMERGENCY BYLAWS

HAPEVILLE CHARTER SCHOOL

The Emergency Bylaws provided in this Article X shall be operative during any emergency in the conduct of the operations and affairs of GMCSF resulting from any catastrophic event because of which a quorum of the corporation's members cannot be readily assembled, notwithstanding any different provision in the preceding Articles of these Bylaws or in the Articles of Incorporation of GMCSF or in the Georgia Nonprofit Corporation Code. To the extent not inconsistent with the provisions of this Article, the Bylaws provided in the preceding Articles shall remain in effect during such emergency and upon its termination the Emergency Bylaws shall cease to be operative.

During any such emergency:

(a) A meeting of the Board of Directors may be called by any officer or member of GMCSF. Notice of the place, date and hour of the meeting shall be given by the person calling the meeting to such of the members as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

(b) At any such meeting of the Board of Directors a quorum shall consist of one member and any other members available.

(c) Either before or during any such emergency, the Board of Directors may provide and from time to time modify lines of succession in the event that during such an emergency any or all officers or agents of the corporation shall for any reason be rendered incapable of discharging their duties.

These Emergency Bylaws shall be subject to repeal or change by further action of the Board of Directors, but no officer, member, or employee acting in accordance with these Emergency Bylaws shall be liable for any corporate action taken in good faith. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

ARTICLE XII. INDEMNIFICATION

Section 1. Actions Against Officers and Members. Pursuant to the provisions set forth in Sections 3 and 4 of this Article, GMCSF shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a member, officer, employee or agent of the corporation, or is or was serving at the request of GMCSF, as a member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in a manner he reasonably believed in good faith to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, that the corporation shall not indemnify a member, officer, employee or agent for any liability incurred in a proceeding in which the person is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation: (a) for any appropriation, in violation of his duties, of any business opportunity of the corporation; (b) for acts or omissions which involve intentional misconduct or a knowing violation of law; (c) for the types of liability set forth in Section 14-2-831 of the Official Code of Georgia Annotated; or (d) for any transaction from which he received an improper personal benefit. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did not act in a manner he reasonably believed to be in or not opposed to the best interests of the nonprofit corporation, nor, with respect to any criminal action or proceeding, that the person did not have reasonable cause to believe that his conduct was lawful.

Section 2. Actions By Or In The Right Of The Corporation. Pursuant to the provisions set forth in Sections 3 and 4 of this Article, GMCSF shall indemnify and hold harmless any person who was or is a party, or

is threatened to be made a party, to any threatened, pending or completed action or suit, by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a member, officer, employee or agent of the corporation, or is or was serving at the request of GMCSF, as a member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; provided, however, that the corporation shall not indemnify a member, officer, employee or agent for any liability incurred in a proceeding in which the person is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation: (a) for any appropriation, in violation of his duties, of any business opportunity of the corporation; (b) for acts or omissions which involve intentional misconduct or a knowing violation of law; (c) for the types of liability set forth in Section 14-2-831 of the Official Code of Georgia Annotated; or (d) for any transaction from which he received an improper personal benefit.

Section 3. Expenses. To the extent that a member, officer, employee or agent of GMCSF has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination And Authorization. Except as provided in Section 3 of this Article, and except as may be ordered by a court, any indemnification under Sections 1 and 2 of this Article shall be made by GMCSF only as authorized in the specific case upon a determination that indemnification of the member, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of members who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, by majority vote of a committee duly designated by the Board of Directors, consisting solely of two or more members not at the time parties to the action, suit or proceeding, or (3) by special legal counsel employed by the corporation for that purpose. Authorization of indemnification or an obligation to indemnify, and evaluation as to reasonableness of expenses, shall be made in the same manner as the determination that indemnification is permissible.

Section 5. Prepayment. Expenses incurred in defending or prosecuting a civil or criminal action, suit or proceeding may be paid by GMCSF in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors if: (a) the member, officer, employee or agent furnishes the corporation a written affirmation of his good faith belief that his conduct merits indemnification under Section 1 or Section 2 of this Article; and (b) the member, officer, employee or agent furnishes the corporation a written undertaking, executed personally on his behalf, to repay advances if it is ultimately determined that he is not entitled to indemnification pursuant to the laws of this State.

Section 6. Rights. The indemnification provided by this Article shall not be deemed exclusive of any other rights, with respect to indemnification or otherwise, to which those seeking indemnification may be entitled under any bylaw or resolution adopted or approved by a majority of the full Board of Directors, both as to an action by a member, officer, employee or agent in his official capacity, and as to an action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be a member, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Insurance. GMCSF may purchase and maintain insurance on behalf of any person who is or was a member, officer, employee or agent of the corporation, or is or was serving at the request of GMCSF as a member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or incurred by him in that capacity, or arising from his status as such,

whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

Section 8. Mergers/Consolidations. For purposes of Sections 1 and 2 of this Article, reference to "the corporation" or "GMCSF" shall include, in addition to the surviving or new corporation, any merging or consolidating corporation (including any merging or consolidating corporation of a merging or consolidating corporation) absorbed in a merger or consolidation with GMCSF so that any person who is or was a member, officer, employee or agent of such merging or consolidating corporation, or is or was serving at the request of such merging or consolidating corporation as a member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provision of Sections 1 and 2 of this Article with respect to the corporation as he would if he had served the corporation in the same capacity. However, no indemnification under Sections 1 and 2 of this Article shall be mandatory without the approval of such indemnification by the Board of Directors of GMCSF in the manner provided in Section 4 of this Article.

ARTICLE XIII. PAYMENTS TO MEMBERS AND OFFICERS OF THE GMCSF

No part of the net income or profit of GMCSF, if any, shall be distributed to the members or officers.

30. Appendix F– Lease Agreements

The following lease agreements are for the contracts with Hapeville Methodist Church for the Main Campus and with Mainstreet Partners for the Elm Street 6th Grade Academy facility. We have extended the lease with Hapeville Methodist Church thru 2014.

HAPEVILLE FIRST UNITED METHODIST CHURCH
3510 Atlanta Avenue
Hapeville, Georgia 30354

July 28, 2008

Addendum to contract between Georgia Magnet/Charter Schools Foundation, Corp. (d/b/a Hapeville Middle School, a Fulton County Charter School) and Hapeville First United Methodist Church entered into May 31, 2007.

Hapeville First United Methodist Church agrees to extend the present lease, with an addition of an increase in rent in the amount of \$500 per month, entered into with Hapeville Middle School, a Fulton County Charter School, for a period of five years beginning July 2009 and ending July 2014.

By: 
Archie F. Trundle,
Chairman Board of Trustees

HAPEVILLE CHARTER SCHOOL

GEORGIA, FULTON COUNTY

THIS AGREEMENT made and entered into this ___ day of May, 2004, by and between Georgia Magnet/Charter Schools Foundation, Corp. (d/b/a Hapeville Middle School, a Fulton County Charter School), 43 Village Court, Decatur, Georgia 30030 hereinafter referred to as "Lessee" and Hapeville First United Methodist Church hereinafter referred to as "Lessor."

WITNESSETH:

Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved and contained, to be paid, kept, and performed by Lessee, has leased and rented, and by these presents does lease and rent, unto the Lessee, and said Lessee agrees to lease and take upon the terms and conditions which herein after appear certain premises more particularly described as portions of 3510 Atlanta Avenue and 3535 South Fulton Avenue and attached hereto and fully incorporated herein as Exhibit "A." and with modifications designated under the terms hereinbelow. On occasion the demised premises shall be referred to as the "Property."

1. The initial term of this lease shall be three (3) years beginning on May 15th, 2004, and ending at midnite on May 31st, 2007. This term may be renegotiated beginning on March 1, 2007.
2. During the term of this lease, Lessee shall pay to Lessor a rental of four thousand five hundred dollars (\$4,500.00) per month, said sum shall be payable on the first day of each month said payment beginning on June 1, 2004. A prorated payment for the month of May 2004 shall be paid on May 15th, 2004 in the amount of two thousand two hundred and fifty dollars (\$2,250.00). All payments made hereunder shall be delivered or mailed to Board of Trustees Hapeville First United Methodist Church , 3510 Atlanta Avenue, Hapeville Georgia 30354 or at such other place as may be designated in writing by Lessor. Mailing the rent does not constitute payment. Rent is due on the first, late on the sixth or thereafter, and must be received at the address set forth below herein to be considered paid.
3. Lessor has no obligation to accept any rent not received by the fifth of the month. If Lessor chooses to accept late payment, payment must be in the form of cash, cashier's check, or money order and must include a late charge of \$25.00, and, if applicable, a service charge for any returned check of \$25.00.
4. Lessor reserves the right to refuse to accept personal checks from Lessee after one or more of Lessee's personal checks have been returned by the bank unpaid. Lessor shall be responsible for payment of utilities in the following manner: a portion, three thousand dollars (\$3,000.00) of the rental rate of four thousand five hundred dollars (\$4,500.00) shall be assumed by the parties to apply to utilities. If any utility expense should exceed

\$3,000.00 the Lessee shall be assessed the difference. Each month of the rental period Lessor shall be guaranteed at least one thousand five hundred dollars (\$1,500.00) profit on this lease by Lessee.

5. A. Lessor acknowledges receipt on one hundred dollars (\$100.00) as security deposit for Lessee's fulfillment of the conditions of this lease.
- B. Interest earned from said account(s), if any, to accrue to Lessor. Deposit will be returned to Lessee within thirty (30) days after property is vacated if:
- (1) Lease term has expired or lease has been terminated in writing by both parties; and
 - (2) All monies due Lessor by Lessee have been paid; and
 - (3) Property is not damaged and is left in its original condition, normal wear and tear excepted; and
 - (4) Lessee is not in default under any of the terms of this lease.

Deposit may be applied by Lessor to satisfy all or part of Lessee's obligations and such act shall not prevent Lessor from claiming damages in excess of the deposit. **Lessee may not apply the deposit to any rent payment.**

- C. Lessor may use, apply, or retain all or any part of the Security Deposit to the extent required for the payment of any sum that Lessee owes Lessor hereunder, or for any sum which Lessor may expend for actual damages arising out of or related to Lessee's abandonment of the Property or default in respect to any of the terms of provisions of this lease (provided Lessor attempts to mitigate said damages) and including, but not limited to any repair, replacement, cleaning, or painting of the Property rendered necessary or desirable by reason of the negligence, carelessness, accident, or abuse by Lessee or the invitees or guests of Lessee, beyond ordinary wear and tear, or to pay or apply against any other amounts owed by Lessee to Lessor as permitted by law.
- D. The use and application of the Security Deposit thereof by Lessor shall at all times be at the discretion of Lessor. The appropriation of all or part of the Security Deposit shall not be an exclusive remedy for Lessor, but shall be cumulative and in addition to all other remedies of Lessor at law or under this lease. **This Security Deposit may not be applied by Lessee to rent.**
- E. In the event Lessor elects to retain any part of the Security Deposit, Lessor shall provide Lessee with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, and shall include with such statement any portion to be refunded.

6. During the term of this lease, provided the Lessee is not in default of the obligations and covenants herein imposed, Lessee shall furnish and pay for:
 - A. Full fire and hazard insurance coverage on the demised premises, including in said insurance coverage a replacement cost clause;
 - B. Liability insurance coverage for the demised premises in an amount not less than one million dollars (\$1,000,000.00);
 - C. Needed repairs and maintenance in the demised area for walkways, landscaped areas and other common public areas. Also, repairs for any damage to the roof of the building exterior walls or other structural areas that occur as a result of Lessee's (school's) related activities;
 - D. Janitorial service for the demised premises;
 - E. Routine maintenance of the restrooms for the demised premises;
 - F. All repairs and maintenance of the heating and air conditioning equipment during the terms of this lease for demised premises; and
 - G. Maintenance of all plumbing systems in good operable order for demised premises.
7. Landscaping of the grounds of the facility may be provided by Lessee with approval of the Lessor on a project by project basis. A long term landscaping plan may be submitted by Lessee to Lessor for the convenience of Lessee.
8. The "Fellowship Hall" as the term is commonly used as of the execution of this Lease will be accessible to the Lessor. Notice of such use should be requested by the Lessor as soon as possible in order to prevent over-scheduling.
9. The room that is currently referred to as the "Church Parlor" at the execution of this Lease will be used exclusively by the Lessor.
10. Lessee shall seek an independent mailing address at the demised facility.
11. Lessee shall be responsible to establish and pay for independent, telephone, telecommunications, and cable/satellite services.
12. Modifications to the interior of the building, the building's systems and landscaping may be required to make the building usable as a Fulton County School. Lessee may make these modifications at their expense and be responsible for all building codes or ADA

requirements. All modifications or improvements must be approved by the appropriate government authorities.

13. If or when Lessee leaves the property, all improvements will stay with the property. The facility will be left in a condition to be used as a Church education facility.
14. Appropriate signage may be installed around the building. Lessee will be responsible for permits and maintenance of all Lessee's signs.
15. The Education Building should be ready for "turn over" by the Lessor on June 28, 2004. Any items that remain in the facility will be the responsibility of and at the expense of the Lessee to use or remove. In either case Lessee shall inventory the same and provide a copy to Lessor.
16. Planning and fiscal management of the Lessee (d/b/a Hapeville Middle School) will be the responsibility of the officers of the 501(c)(3) nonprofit corporation, Georgia/Magnet Charter Schools Foundation Corporation.
17. Educational activities and/or training will be scheduled to begin on August 9, 2004.
18. Lessee will provide insurance and assume all liability for students, staff, contract workers, parents, guests, agents, invitees and licensees, associated with the Lessee. Lessee shall and hereby does indemnify Lessor from any liability whatsoever for any use of the demised premises by Lessee and to all students, staff, contract workers, parents, guests, agents, invitees, and licensees.
19. The area known as the "Atrium" as it is known at the time of the execution of the Lease is not part of this lease but it will be available as an entrance to the School.
20. The elevator in the "Atrium" will be available to students or other visitors if they need this service. The elevator is currently certified and covered by a maintenance contract. No repairs are anticipated at this time; however, in the event of a major failure or government edict concerning public elevators, cost of elevator repairs or modifications may be negotiated with the Lessee. Liability insurance and the indemnification specified hereinabove shall be automatically applicable to the Atrium if the Lessee or any agent, invitee or licensee of Lessee uses the same.
21. Lessor may offer volunteer after school programs to students and parents.
22. Lessee shall inventory all utensils, devices, and furniture located in the cafeteria and dining hall. The inventory shall be submitted for review and approval of the Lessor prior to occupancy by Lessee.

22. Lessee covenants that Lessee will, during the entire term and period of this Lease:
- A. Pay the specified rental payments herein reserved and agreed upon at the times and in the manner herein stated;
 - B. Be responsible for providing fire and hazard insurance on Lessee's equipment, fixtures, and inventory or, in lieu thereof, be its own self insurer;
 - C. Lessee may not engage in or permit any activity to be carried on therein which will increase the rate of premium charged for insurance upon the building or its contents without the express written consent of the Lessor being first obtained in writing;
 - D. Not assign this lease, nor subject the whole or any part of the leased premises without the express written consent of the Lessor being first obtained in writing;
 - E. Exercise all reasonable care in the use of restrooms and all other portions of the premises;
 - F. Not make any alteration of the premises without the written consent of the Lessor being first obtained in writing however a long term plan may be submitted for Lessor's approval and Lessee's convenience;
 - G. Permit Lessor or Lessor's employees at all reasonable times and on reasonable notice to enter upon the premises to view the condition of the premises, make repairs to the premises, or to make such alterations or repairs to the premises to other parts of the building as Lessor shall deem necessary or desirable;
 - H. Comply with and abide by all such rules and regulations as Lessor may from time to time deem to be reasonably necessary for the safety, care, cleanliness, and economical management of the building, the leased premises, and for the common convenience and mutual benefit of the various entities occupying portions of the building and their clients, customers, and invitees;
 - I. At the expiration or termination of this lease, peacefully and quietly leave, surrender and yield up to Lessor all of the leased premises in as good order and repair as upon the date of the commencement of the term of this lease, reasonable wear and tear only excepted;
 - J. Indemnify, release, and hold harmless the Lessor against all claims for damages to persons or property by reason of the use or occupancy of the leased premises and all expenses incurred by Lessor because thereof, and

- K. Permit Lessor, during the last ninety (90) days of this lease, to show the premises for rent at all reasonable times;
23. Wherever this lease requires the Lessee to do certain things, perform certain acts, or expend certain sums, and whenever any damage to the premises, building, common public areas is occasioned by the negligence or act of the Lessee, its agents, employees, licensees, or invitees, Lessee agrees to make immediate repair of same and upon Lessee failing to do so, Lessor shall give notice of such default to Lessee in writing by depositing the same properly addressed with sufficient postage thereon, by certified mail, and Lessee shall have thirty (30) days after receipt of written notice within which to remedy said default. Should Lessee fail to do so, Lessor shall have the remedies set out herein, or may at its election, expend monies for the remedy of said default and bill the costs thereof to Lessee.
24. So long as the Lessee shall keep and perform each and every covenant and condition of this lease, Lessee may quietly and peacefully hold and enjoy the leased premises without interruption by Lessor or any person claiming by, through, or under the Lessor.
25. If the premises are totally destroyed by storm, fire, lightning, windstorm, or other casualty this lease shall terminate as of the date of such destruction and any sums owed by the Lessee to the Lessor as of the date of such termination shall be immediately paid. Any rental advances paid by Lessee to Lessor for a term extending beyond the date of destruction and termination shall be returned by the Lessor to the Lessee pro rata. If the premises are damaged but not wholly destroyed by such casualty, rental shall abate in proportion as the use of the premises has been damaged; Lessor may begin immediately to restore, and, if Lessor chooses to restore the premises, shall complete the restoration of the premises to substantially the same condition as before damage, as speedily as practicable, whereupon full rental shall recommence. Lessor may elect not to repair the premises. If Lessor chooses not to repair the premises, then this lease shall be considered terminated and the terms of this provision relating to total destruction shall be applicable.
26. Provided Lessee is not in default hereunder at the time of giving notice, has strictly complied with all of the provisions of this agreement, and termination is as of the last day of a calendar month, Lessee may terminate this lease before the expiration of the original term by giving Lessor thirty (30) days written notice on or before the day rent is due and paying all monies due through date of termination.
27. It is mutually agreed that in the event the Lessee shall fail in the payment of rent including any other sums due under the terms of this lease, when same shall become due, and fails to cure said default within fifteen (15) days after receipt of written notice thereof mailed by the Lessor to the Lessee by certified mail, properly addressed, with adequate postage thereon; or if Lessee defaults in other covenants of this lease then, in any of said events, the Lessor, at its option, may at once terminate this lease by written notice to

Lessee, whereupon this lease shall end. Upon such termination by Lessor, Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom; and Lessor may forthwith reenter the premises and repossess the same.

28. Lessor, as Lessee's agent, without terminating this lease, upon Lessee's breaching this contract may at Lessor's option, enter upon and rent the premises at the best price obtainable by reasonable effort, without advertisement and by private negotiation and for any term Lessor deems proper. Lessee shall be liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting.
29. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to termination thereof.
30. At the time of possession, Lessee will be given the right to inspect the property, in accordance with Georgia law, and note in writing on a Move-In/Move-Out Inspection Form, any existing damages to the property.
31. Lessee's rights shall be subject to any bona fide mortgage or deed to secure deed to secure debt which is now, or may hereafter be placed upon the premises by Lessor.
32. If Lessee remains in possession of premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the parties, Lessee shall be a tenant at sufferance continuing at the rental rate in effect at the end of the lease; and there shall be no renewal of this lease by operation of law.
33. If any rent owing under this lease is collected by or through an attorney at law, Lessee agrees to pay fifteen percent (15%) thereof as attorneys' fees.
34. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law. Further, any provisions of this lease which are determined to be void or against public policy by any court of law shall not affect the validity of the remainder of this lease.
35. "Lessor" as used in this lease shall include first party, its heirs, representatives, assigns, and successors in title to premises. "Lessee" shall include second party, its successors and representatives, and if this lease shall be validly assigned or sublet, shall include also Lessee's assigns or subleases, as to the premises covered by such assignment or sublease.
36. The property shall be used for public educational purposes only and shall be occupied only by the persons or organizations listed as follows: Hapeville Middle School, a Fulton County, Georgia charter school. The property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances, including any applicable

community associations by laws, rules and regulations. Lessee shall not use the property or permit it to be used for any disorderly or unlawful purpose whatsoever, including but not limited to: illegal drug trafficking and/or other violations of any controlled substance laws. Such conduct shall constitute a breach of this lease and Lessee shall be subject to immediate eviction. Should the Lessor or his agent suspect illegal drug activity on the property, Lessor or his agent shall cooperate with the appropriate drug enforcement agency. Such action by the Lessor shall not be construed as an invasion of Lessee's privacy and tenant waives any claim for such against Lessor or his agent.

37. A. Locks: Lessee is prohibited from adding locks, or changing or in any way altering locks installed on the doors of property without prior written permission of Lessor. Lessee must return all keys to Lessor before all or part of the security deposit may be refunded. If all keys to the property are not returned, Lessor may charge a re-key charge in the amount of \$25.00.
- B. Non-operative vehicles are not permitted on the property. Any such non-operative vehicle may be removed by Lessor at the expense of Lessee, for storage or public or private sale, at Lessor's option, and Lessee shall have no right or recourse against Lessor thereafter.
- C. Storage: no goods or materials of any kind or description which are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at Lessee's risk and Lessor shall not be responsible for any loss or damage.
- D. The Lessee agrees to maintain the property in the condition presented at time of rental, reasonable wear and tear excepted. ~~Good housekeeping is expected.~~
- E. Water pipes are the responsibility of the Lessee. In no way will Lessor be responsible for any damage to Lessee's property or possessions resulting from any broken pipers. However, if preexisting conditions of the water pipers result in needed repairs in excess of \$4,901.00, the Lessor agrees to following the rental payment waiver schedule until the water pipe situation is corrected:

Cost of Repair	Rent (\$1,500.00) Waiver
\$4,901.00 to \$5,000.00	1 Month
\$5,001.00 to \$10,000.00	2 Months
\$10,001.00 to \$15,000.00	3 Months

\$15,001.00 to \$20,000.00	4 Months
\$20,001.00 to \$25,000.00	5 Months
\$25,001.00 to \$30,000.00	6 Months

In the event that preexisting conditions result in needed repairs costing more than \$30,000.00 the terms described in Item 25 of this Lease shall apply.

- 38. If Lessee removes or attempts to remove personal property from the property other than in the usual course of continuing occupancy, without having first paid Lessor all monies due, the property may be considered abandoned and Lessor shall have the right, without notice, to store or dispose of any personal property left on the property by Lessee. Lessor shall also have the right to store or dispose of any of Lessee's personal property remaining on the property after the termination of this lease. Any such personal property shall become Lessor's personal property.
- 39. Time is of the essence of this lease. All references to any notice required to be given or due dates for rental payments shall be strictly construed.
- 40. Any failure of Lessor to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this lease or any of the rules and regulations described in the "rules and regulations" paragraph hereof shall not operate as a waiver of any such violation or of Lessor's right to insist upon prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. Acceptance by Lessor of any late payment or additional rent shall not constitute a waiver of any rights of Lessor, including, without limitation, the right to terminate this lease as herein provided. The receipt of any rent or additional rent by Lessor with the knowledge of such breach shall not operate as a waiver of such breach. No provision, covenant, or condition of this lease may be waived by Lessor unless such waiver is in writing and signed by Lessor.
- 41. All rights and remedies available to Lessor by law, including but not limited to those described herein, shall be cumulative and concurrent.
- 42. "Lessor" as used in this lease shall include its representatives, heirs, agents, assigns, and successors in title to property. "Lessee" shall include his or her representatives and organizations. The terms Lessor and Lessee include singular and plural, corporation, partnership, or individual, as may fit the particular parties.
- 43. All headings and sub-headings employed within the lease and the accompanying list of provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this lease.

44. Any notices to be given Lessor shall be given in writing, mailed registered or certified at the following address:

Board of Trustees
Hapeville First United Methodist Church
3510 Atlanta Avenue
Hapeville, GA 30354

Any notices to be given Lessee shall be given in writing mailed registered or certified at the following address:

Hapeville Middle School
3535 South Fulton Avenue
Hapeville, GA 30354

45. This lease contains the entire agreement of the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

46. This lease shall be governed and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals IN DUPLICATE the day and year first above written.

Witness Judi C. Dumble
By: Archie F. Trundle
Archie F. Trundle, Chairman
Board of Trustees

By: John Martin Holder
John Martin Holder, Member
Board of Trustees

Witness Rebecca N. Jones
By: Gary Martin
Gary Martin, PhD, President

(SEAL)

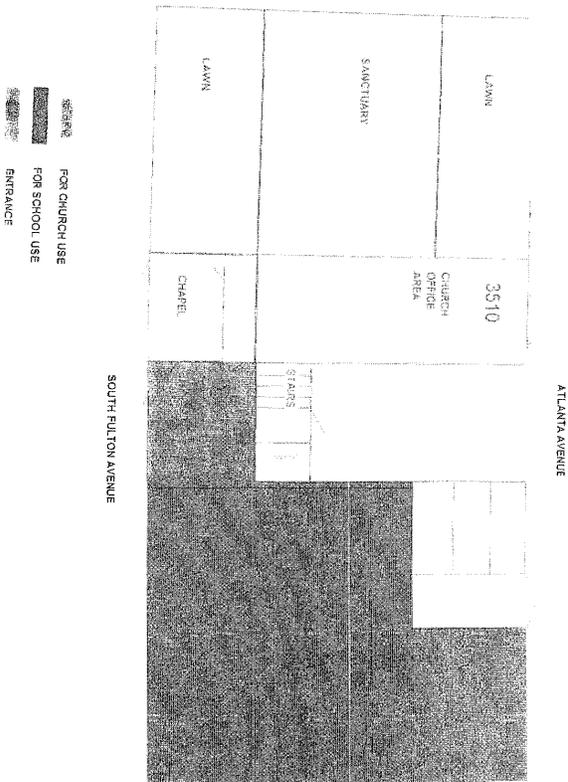


Notary Public, Fulton County, Georgia
My Commission Expires Oct. 10, 2009

Georgia Magnet/Charter Schools Foundation, Corp.

Attest:

By: Terry Martin
Terry Martin, Secretary
Georgia Magnet/Charter Schools Foundation, Corp.



Charter School Lease

This Lease, made and entered into this 16 day of August, 2006, by and between Hapeville Charter School, hereinafter designated as "Lessee", and Main Street Partners Group, LLC, hereinafter designated "Lessor", is as follows:

WITNESSETH:

Lessee, for the consideration hereinafter set forth, does hereby lease from Lessor certain premises subject to the terms and conditions as follows:

1. **PREMISES.** Lessee hereby leases from Lessor the facility located at 3562 Elm Street, Hapeville, GA 30354, with a land area of approximately 24.145 acres, together with improvements thereon including approximately 9,200 square feet of buildings, including classrooms, restrooms, office space, staff space, and food dispersing area (hereinafter "the Premises"). It is acknowledged that upon the start date of the Term, the Premises will be in good repair and in compliance with all state requirements for occupancy by public school children.
 2. **TERM.** The term of this Lease shall be from August 1, 2006 through July 31, 2009.
 3. **USE OF PREMISES.** The Premises shall be used by Lessee solely for the operation of a charter school, as authorized by the Education Code of the State of Georgia.
 4. **RENT.** For consideration for entering into this Lease, Lessee agrees to pay Thirty Thousand Dollars (\$30,000.00) per year, payable upon execution of this agreement. Rent for subsequent lease years shall be due on the first day of July. Lessee will pay all taxes, insurance and utilities.
 5. **CARE, MAINTENANCE AND REPAIR.** Lessee at its cost shall provide usual and customary care to the Premises including custodial and maintenance. Lessee shall be responsible for and shall pay for any repairs or replacements which are occasioned or made necessary by reason of the use of said Premises by Lessee or its agents or employees. Lessee shall not be responsible for damage thereto by earthquake, act of God or the elements.
- INSPECTION BY LESSOR.** Lessee shall permit Lessor or Lessor's agents, representatives or employees to enter said Premises at all reasonable times and with reasonable notice for the purpose of inspecting said Premises to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in said Premises under this Lease or to perform Lessor's duties under this Lease.

6. **ALTERATIONS.** No alterations may be made by Lessee without consent of Lessor, which shall not be unreasonably withheld. Lessee must submit a change of facilities form to the Director of maintenance and Operations for the Lessor and receive approval before beginning any alteration. All alterations will be in compliance with the guidelines established by the Division of the State Architect. Upon enactment of this Lease, the Premises will be inspected by the Lessor to determine the condition of the Premises and to report any existing alterations to the Premises which were made by Lessee prior to the execution of this Lease. Within twenty-four (24) months from the date of this inspection, Lessee shall be responsible for all necessary actions and costs to bring any and all buildings, structures or improvements on the Premises installed by Lessee prior to the date of this Lease into compliance with the requirements of Division of the State Architect for public school buildings. Lessee shall be responsible for and shall pay for any inspections, permits or fees required, including, but not limited to, any fees charged by the Division of the State Architect. Any alterations, additions or improvements Lessee has made to the Premises shall become the property of Lessor at the end of this or any subsequent Lease term.
7. **UTILITIES.** Lessee shall pay all utilities and services, including without limitation, garbage, gas, electricity and water and telephone.
8. **HOLD HARMLESS.** Lessee shall hold harmless, defend and indemnify Lessor, its officers, agents and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of Lessee's activities under this Lease, but excluding liability due to the sole negligence or willful misconduct of Lessor. This obligation shall continue beyond the term of this Lease as to any act or omission which occurred during or under this Lease. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
9. **INSURANCE.**
- A. **Lessee:** With respect to this Lease, Lessee shall maintain insurance as described below: *employee liability* *AWM*
1. Workers' compensation insurance with limits of ~~\$2,000,000.00~~ or more with an insurance carrier satisfactory to the Lessor in accordance with the Georgia State Insurance Laws, known as the "Workers' Compensation Insurance", and all Act amendments and supplements thereto. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or ~~materially changed~~ without first giving thirty (30) days prior written notice to Lessor. In the event Lessee is self-insured, it shall furnish

a certificate of permission to self-insure, signed by the Department of Industrial Relations".

2. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$2,000,000.00 combined single limit for each occurrence. Said insurance shall include, but not be limited to: Premises and operations liability, independent contractors liability, and personal injury liability, ~~professional liability, sexual harassment, sexual misconduct and corporal punishment~~ *AWM* as insurable in the State of Georgia.

3. Each said comprehensive or commercial general liability insurance policy shall be endorsed with the following specific language:

(a) Lessor, its officers and employee, is named as additional insured for all liability arising out of the operations by or on behalf of the name insured in the performance of this Lease.

(b) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(c) The insurance provided herein is primary coverage to Lessor with respect to any insurance or self-insurance programs maintained by Lessor and no insurance held or owned by Lessor shall be called upon to contribute to a loss, except for the sole negligence of Lessor.

(d) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Lessor.

(e) Commercial Automobile Liability covering bodily injury and property damage in an amount no less than ~~\$2,000,000.00~~ *\$1,000,000.00 AWM* combined single limit for each occurrence. If the school has no Automobile exposure we require ~~Hired Non Owned Automobile Liability coverage in the amount of no less than \$2,000,000.00.~~ *\$1,000,000.00 AWM*

(f) Lessor is responsible to maintain "All Risk" Property Insurance on the building structure as well as its contents within. Policy should be written on an Agreed Amount Basis, special form and subject to a deductible of no more than \$5,000.00.

(g) All insurance coverage should be placed with an admitted Insurance carrier with a minimal rating of A VII or better by Best's key rating guide 2006.

4. Documentation

The following documentation shall be submitted to Lessor:

(a) Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Lease.

(b) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Lease.

(c) Upon Lessor's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of Lessor's request.

5. Policy Obligations

Lessee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6. Material Breach

If Lessee, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of Lease.

10. DESTRUCTION OF PREMISES. In the event of destruction of the leased Premises, Lessee shall be entitled, at its election, to terminate the Lease and all liability of Lessee for rent accruing subsequent to the date of destruction shall cease.

11. ASSIGNMENT. This Lease, or any interest of Lessee therein, shall not be assignable by Lessee or by operation of law. Any attempt to so assign shall be null and void.

12. ABANDONMENT BY LESSEE. Should Lessee breach this Lease and abandon Premises prior to the natural expiration of the term of this Lease, Lessor may terminate this Lease.

13. LESSOR'S REMEDIES ON DEFAULT. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the

other covenants or conditions of this agreement, Lessor may give Lessee notice of such default and if Lessee does not cure any default within 30 days, after the giving of such notice, or if such default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than 15 days' notice to Lessee. On the date specified in the notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as provided below. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

14. **LESSOR'S REMEDIES IN EVENT OF BREACH.** In the event of any breach of this Lease, Lessor, in addition to the other rights or remedies Lessor may have, shall have the immediate right of reentry and may remove all persons and property from the Premises. The property may be removed and stored in any place in the building where the demised Premises are located, or in any other place, for the account of, and at the expense and risk of Lessee. Lessee waives all claims for damages which may be caused by the reentry of Lessor and the taking of possession of the demised Premises or removal or storage of the furniture and property as herein provided. Lessee will save Lessor harmless from any loss, costs or damages caused by Lessor and no such entry will be considered or construed to be a forcible entry. Should Lessor elect to reenter, as provided in this agreement, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, this Lease shall terminate, effective the date that Lessor takes possession.

15. **QUIET ENJOYMENT AND PERMITTED USE.** Lessor warrants that Lessee, so long as no event of Default has occurred and is then continuing under this Lease, shall have peaceful possession and quiet enjoyment of the Premises during the term of this Lease and that Lessee may use the same for a charter school or for any related purposes. Lessee's use of the Premises shall not violate any ordinance, law or regulations of any Governmental Authority. Except as provided otherwise herein, all signs and the location thereof shall be furnished at the sole cost and expense of Lessee, and shall be subject to the prior approval of Lessor, such approval not to be unreasonably withheld or unduly delayed.

16. **COMPLIANCE WITH RULES AND REGULATIONS.** The rules and regulations contained in this Lease, as well as such rules and regulations as may be adopted in the future by Lessor for the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises, are expressly made a part of this Lease, and Lessee agrees to obey all such rules and regulations. With the exception of safety rules and regulations, Lessee shall be given thirty (30) days written notice prior to

Lessor's adoption of any change in the rules and regulations regarding the Premises.

17. **COMPLIANCE WITH LAW.** Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor is a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Lessor and Lessee.

18. **SEVERABILITY.** The invalidity or illegality of any provision shall not affect the remainder of the Lease.

19. **NOTICE.** As used in this Lease, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Notice to Lessee: Hapeville
~~Hapeville~~ Charter School
Address: 3562 Elm Street
Hapeville, GA 30354

Notice to Lessor: Main Street Partners Group, LLC
3353 Peachtree Road NE, Ste. 1120
Atlanta, GA 30326

20. **SUCCESSORS IN INTEREST.** The provisions and conditions of this Lease shall extend to and bind the assignees or transferees under said Lease, and shall also extend to and bind heirs, executors, administrators and successors in interest of the parties hereto.

21. **HOLDING OVER.** If Lessee, with Lessor's consent, remains in possession of the Premises after expiration or termination of the term, or after the date

in any notice given by Lessor to Lessee terminating this Lease, such possession by Lessee shall be deemed to be a month-to-month tenancy terminable on 30 days' notice given at any time by either party. All provisions of this Lease, except those pertaining to term and option to extend shall apply to the month-to-month tenancy.

22. **AMERICANS WITH DISABILITIES ACT (ADA).** It is acknowledged that Premises, at time of original occupancy by Lessee, was in compliance with the Americans with Disabilities Act ("ADA"). Lessee is responsible for compliance with the ADA, its supporting regulations, and all similar Federal, state or local laws, regulations and ordinances relating to removal of barriers within the workplace, i.e. arrangement of interior furnishings and access within the Premises, and any improvements installed by Lessee. If Lessor's consent would be required for alterations to bring the Premises into compliance, Lessor agrees not to unreasonably withhold its consent.

23. **HAZARDOUS MATERIALS ACKNOWLEDGMENT ENVIRONMENTAL REPRESENTATION and LIABILITY RELEASE.** Lessee acknowledges that various materials utilized in the construction of the Premises may contain materials that have been or may in the future be determined to be toxic, hazardous or undesirable and may need to be specially treated, specially handled and/or removed from the Premises. Such substances may be above and below ground on the Premises or may be present in soils, water, building components or other portions of the Premises in areas that may or may not be accessible or noticeable. Lessee shall use and operate all Premises, at all times during the term hereof, under and in compliance with the laws of the State of Georgia and in compliance with all applicable environmental legal requirements. For any contamination to Premises due to Lessee's use, Lessee assumes full responsibility for the clean-up of such toxic hazardous or undesirable materials as required by current and further federal, state and local laws and regulations. Lessee acknowledges that toxic wastes, hazardous materials and undesirable substances problems can be extremely costly to correct and Lessee relieves Lessor from all liability related thereto due to Lessee's use. Lessee therefore agrees that Lessee shall indemnify and defend and hold Lessor harmless from any claim, liability, damage, cost or expense, including but not limited to court costs and attorney's fees, arising out of or in any way related to toxic waste, hazardous material and/or undesirable substance affecting the Premises related to and/or caused by Lessee's use.

24. **CONDITION AT TERMINATION.** During the term of this Lease, Lessee shall at all times maintain the Premises in a good, clean and safe condition. Upon the expiration of the term of this Lease and any renewals thereof or upon the sooner termination thereof, Lessee shall surrender to Lessor possession of the Premises. Lessee shall leave the Premises in as good order and condition as said Premises were in at the beginning of the

term of this Lease, ordinary wear and tear thereof and damage by the elements, fire, earthquake, flood, act of God, or public calamity excepted.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

Hapeville Charter School

By: Gary Martin Date: 8/16/06

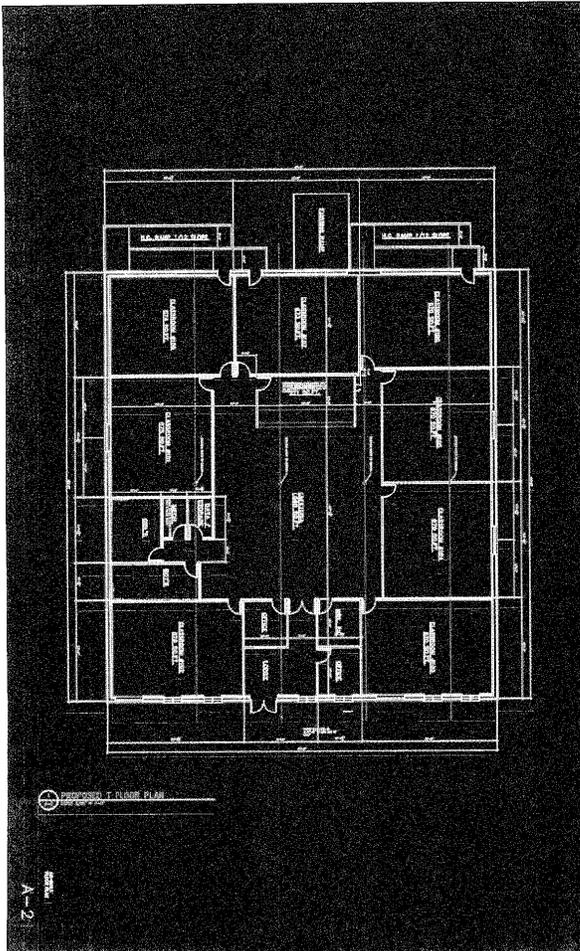
Main Street Partners Group, LLC

By: Bob Williams Date: 8-16-06

31. Appendix G – Blueprint Drawings of Proposed Facilities

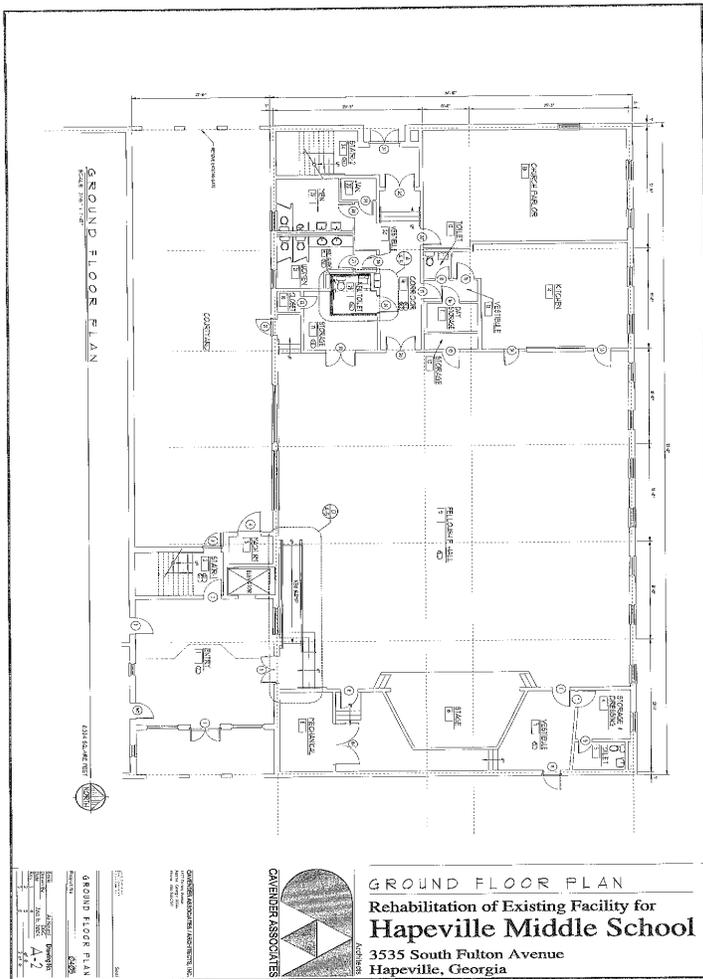
31.1 3562 Elm Street, Hapeville, GA - 6th Grade Academy

Elm Street Academy Building – 6th Grade



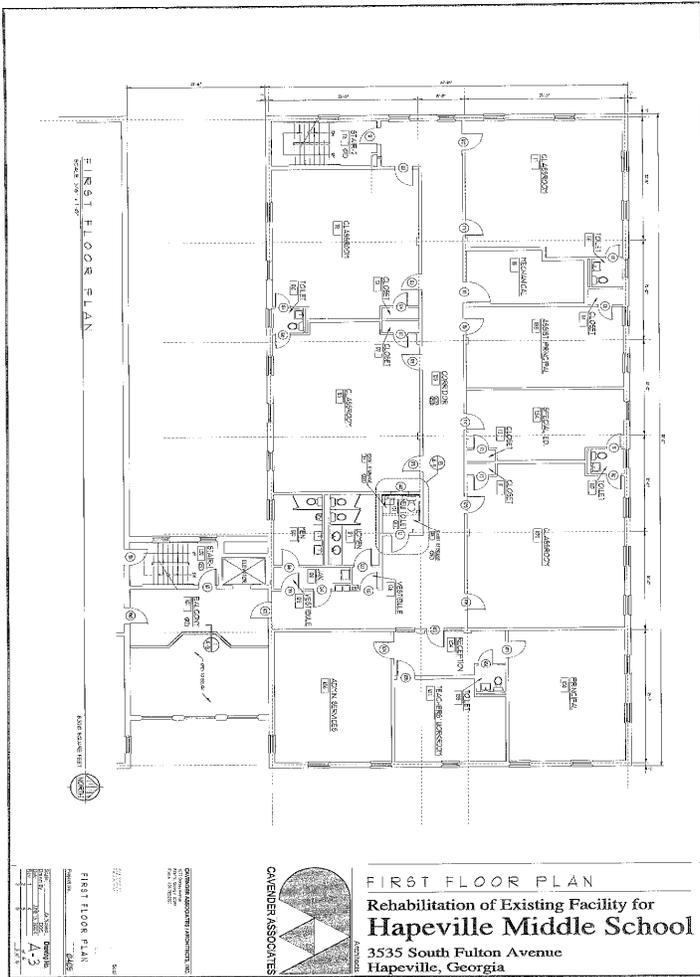
31.2 3535 South Fulton Avenue, Hapeville, GA – Main Campus - GROUND FLOOR

Main Campus



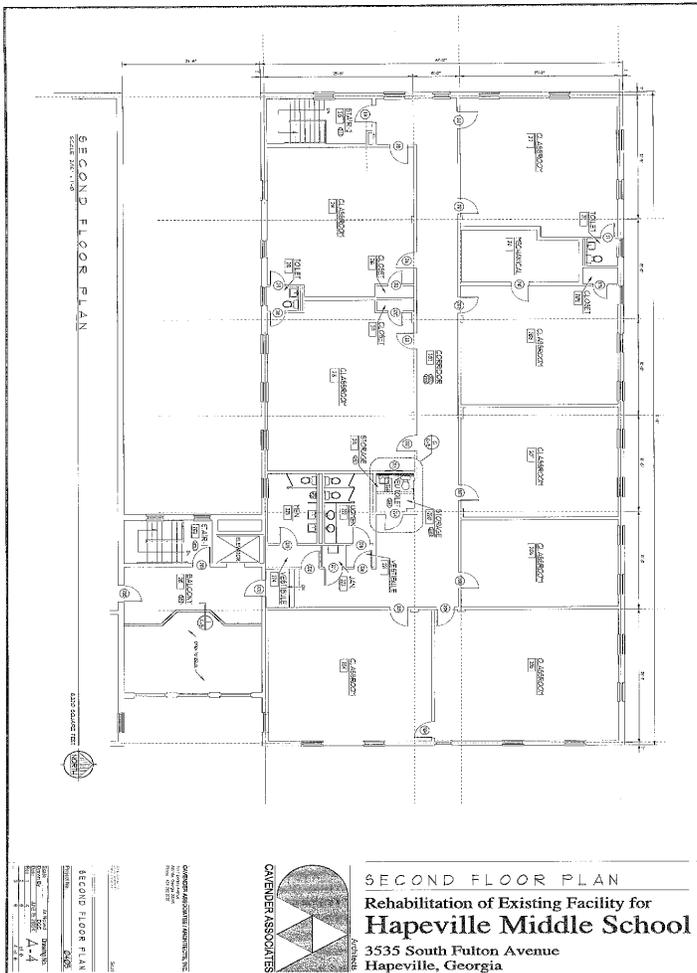
31.3 3535 South Fulton Avenue, Hapeville, GA – Main Campus - FIRST FLOOR

Main Campus

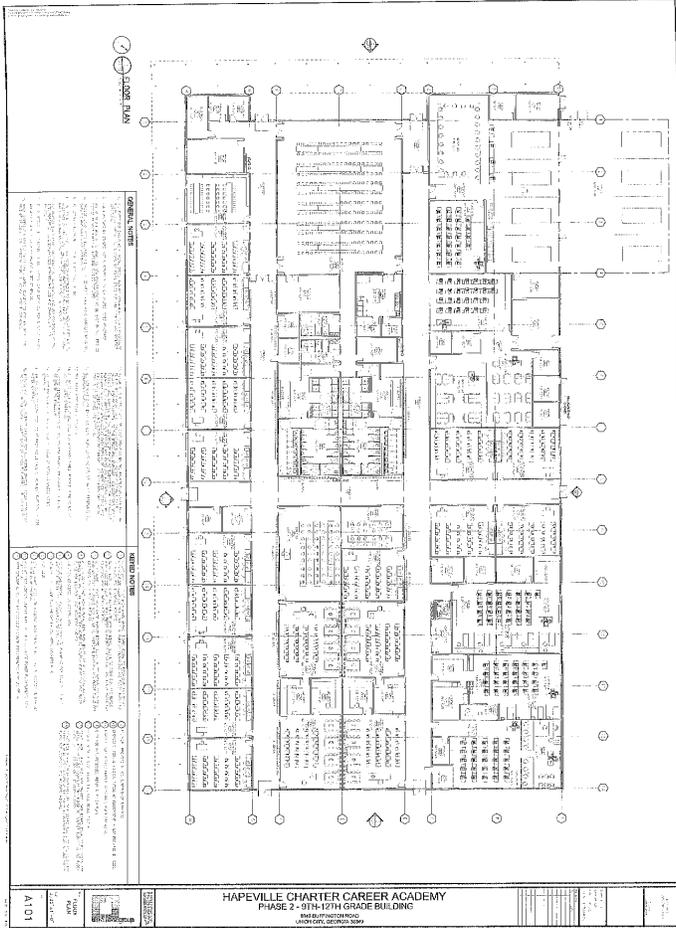


31.4 3535 South Fulton Avenue, Hapeville, GA – Main Campus - SECOND FLOOR

Main Campus



31.6 6045 Buffington Road, Union City, GA - Phase II – Hapeville Charter Career Academy
10th, 11th, 12th Grade Levels – Hapeville Charter Career Academy



32. Appendix H – HCS Audit Results – Charter Years 1-3

32.1 Charter Year 1: Period Ending June 30, 2004

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.
Statement of Financial Position
June 30, 2005

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 483,640
Prepaid Assets	<u>35,622</u>
Total Current Assets	519,262

PROPERTY AND EQUIPMENT

Furniture, Fixtures and Equipment	171,310
Building / Leasehold Improvements	140,642
Textbooks	162,116
Less accumulated depreciation	<u>(56,655)</u>
Property and Equipment (Net)	<u>417,413</u>

OTHER ASSETS

Deposits	<u>100</u>
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TOTAL ASSETS	<u>\$ 936,775</u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable / Accrued Expenses	\$ 13,206
Lease Payable	<u>4,370</u>
Total Current Liabilities	17,576

LONG TERM LIABILITIES

Lease Payable	<u>4,370</u>
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TOTAL LIABILITIES	<u>21,946</u>
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NET ASSETS

Unrestricted Net Assets	<u>914,829</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 936,775</u>

The accompanying notes are an integral part of these financial statements.

HAPEVILLE CHARTER SCHOOL

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.
Statement of Activities
Year ended June 30, 2005

UNRESTRICTED NET ASSETS

Revenues and Support	
Fulton County Grants	\$ 1,613,485
Government Grants	341,705
Lunch Fees	38,015
Student Activity Fees	2,719
Donations	2,213
Interest Income	1,435
Fundraising Income	<u>169</u>
Total Revenues and Support	1,999,741
Expenses and Losses	
Program Services	1,187,470
General and Administrative	64,846
Fundraising	<u>-</u>
Total Expenses	1,252,316
NET INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>747,425</u>
NET ASSETS AT BEGINNING OF YEAR	163,170
PRIOR PERIOD ADJUSTMENT	<u>4,235</u>
NET ASSETS AT END OF YEAR	<u>\$ 914,829</u>

The accompanying notes are an integral part of these financial statements.

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.
Statement of Functional Expenses
Year ended June 30, 2005

<u>Cost Category</u>	<u>Total Expenses</u>	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising Activities</u>
Salaries and Wages	\$ 796,059	\$ 756,256	\$ 39,803	\$ -
Employee Benefits	131,726	127,774	3,952	-
Depreciation	56,655	56,655	-	-
Lunch Expenses	48,861	48,861	-	-
Utilities	39,244	37,282	1,962	-
Classroom Supplies	33,418	33,418	-	-
Contract Labor	23,742	11,871	11,871	-
Building Rental Expense	18,000	17,100	900	-
Telephone	13,657	12,974	683	-
Payroll Taxes	12,587	11,958	629	-
Purchased Services	11,139	11,139	-	-
General Business Insurance	9,891	8,902	989	-
Building Maintenance	9,153	8,238	915	-
Music Teacher	9,075	9,075	-	-
Janitorial Supplies	7,238	6,876	362	-
Library	5,791	5,501	290	-
Classroom Equipment	5,189	5,189	-	-
Accounting & Legal	4,489	2,244	2,244	-
Psychological Counseling	4,142	4,142	-	-
Student Activity Fees	3,456	3,456	-	-
Staff Development	2,733	2,733	-	-
Payroll Fees	2,483	2,359	124	-
Equipment Rental	1,202	1,202	-	-
Miscellaneous	958	862	96	-
Website Maintenance	900	900	-	-
Postage	530	503	26	-
	<u>\$ 1,252,316</u>	<u>\$ 1,187,470</u>	<u>\$ 64,846</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.
Statement of Cash Flows
Year ended June 30, 2005

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase (Decrease) in Net Assets	\$ 747,425
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	56,655
<i>(Increase) Decrease</i>	
Prepaid Assets	(35,622)
<i>Increase (Decrease)</i>	
Accounts Payable / Accrued Expenses	12,337
Lease Payable	8,740
Prior Period Adjustment	<u>4,235</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>793,770</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase Property and Equipment	<u>(414,349)</u>
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(414,349)</u>
NET INCREASE (DECREASE) IN CASH	379,421
CASH & CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>104,219</u>
CASH & CASH EQUIVALENTS AT END OF YEAR	<u>\$ 483,640</u>

The accompanying notes are an integral part of these financial statements.

GEORGIA MAGNET CHARTER SCHOOLS FOUNDATION, INC.
Notes To Financial Statements

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICES

Nature of Organization

The Georgia Magnet Charter Schools Foundation, Inc. (the Organization) was founded in February 2003, is a non-profit corporation dedicated to scholarly excellence, began the process of establishing a world-class charter high school in the Fulton County school system with the name Hapeville Middle School (the School), and is located in Hapeville, Georgia. The mission of the School (established in the 2004-2005 school year), aims to increase the student achievement of young adolescents by offering a unique curriculum in a safe and caring learning environment. Charter schools are nonsectarian public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools. Each charter school has a performance contract with the State that details the school's mission, program, goals, students served, methods of assessment, and ways to measure success. The School, like all charter schools, is accountable for producing positive academic results as measured by increased scores on standardized tests.

Cash and Cash Equivalents

The Organization considers cash and cash equivalents and other demand deposits, including certain certificates of deposits, to be cash equivalents, as well as highly liquid investments with a maturity of 3 months or less.

Accounts Receivables

Receivable are stated at face value with no allowance for doubtful accounts. An allowance for doubtful accounts is not considered necessary since all receivables are considered collectible.

Property and Equipment

Donations of equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are recorded as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restriction when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Maintenance and repairs are charged to expense in the year incurred. When assets are retired or disposed, the asset and accumulated depreciation accounts are adjusted accordingly and any resulting gain or loss is reflected in the statement of activities. It is the policy of the Organization to provide for depreciation in the amounts sufficient to relate the cost of such assets either purchased or donated over their estimated useful lives by using annual rates applied on a straight - line method.

Income taxes

The Internal Revenue Service has notified the Organization that it qualifies as a publicly supported charitable Organization as described in section 501 (c) (3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been included in the accompanying financial statements.

Financial Statement Presentation

The Organization has adopted Statement of Financial Accounting Standards No. 117 in reporting its activities. This statement establishes standards for reporting certain basic information in the financial statements applicable to not-for-profit Organizations. These standards require the Organization to report information regarding its financial position and activities according to three classes of net assets : unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

GEORGIA MAGNET CHARTER SCHOOLS FOUNDATION, INC.
Notes To Financial Statements – Continued

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

The cost of providing various programs and other activities has been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain expenses have been allocated among the programs and supporting services receiving benefit. The allocation has been made based on management's best estimate of the actual resources used in those areas.

NOTE 2 – CERTIFICATE OF DEPOSIT

A certificate of deposit totaling \$151,435.10 as of 6-30-05 (maturity date 7-31-05, interest rate 3.58%), is included in the Cash and Cash Equivalents account in the accompanying Statement of Financial Position (Page 2).

NOTE 3 – CONTINGENCIES

Operating Leases

The Organization leases a copier which began May 2005 and expires in June 2007. The future minimum cash rental payments under these leases are as follows.

	Fiscal year ending June 30 :				
	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Future lease payments for :	\$4,370	\$4,370	\$-0-	\$-0-	\$-0-

Occupancy

In May 2004, the Organization entered into a lease agreement for facilities to house the school's activities. The term of the lease is for three years commencing May 15, 2004 and expiring on May 31, 2007. The monthly rental payment is \$4,500 per month for the entire term of the lease. The lease payment of \$4,500 consists of \$3,000 for coverage of utility expenses and \$1,500 for occupancy. If during any month, the total of utility usage exceeds \$3,000, the Organization is responsible for this overage. During the fiscal year ended June 30, 2005, the Organization paid \$1,858.79 in utility bill overage charges.

NOTE 4 – CONCENTRATION OF GRANTS

The Organization receives approximately 82% of its annual revenue from the Fulton County Board of Education in the form of a yearly grant which is paid to the Organization in monthly installments.

32.2 Charter Year 2: Period Ending June 30, 2005

SAMUEL J. DURDEN
CERTIFIED PUBLIC ACCOUNTANT, P.C.

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
GEORGIA SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Georgia Magnet Charter Schools Foundation, Inc.
Hapeville, Georgia

We have audited the accompanying statement of financial position of Georgia Magnet Charter Schools Foundation, Inc. (a Georgia nonprofit corporation) as of June 30, 2006 and the related statement of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly in all material respects, the financial position of Georgia Magnet Charter Schools Foundation, Inc. at June 30, 2006, and the changes in its net assets, and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Samuel J. Durden, CPA, PC

Samuel J. Durden
Certified Public Accountant
September 25, 2006



The CPA. Never Underestimate The Value.®

P.O. BOX 142216 • FAYETTEVILLE, GA 30214 • (770) 716-2235
FAX (770) 716-2236 • E-mail : joedurden@mindspring.com

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.

Statement of Financial Position

June 30, 2006

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 774,248
Investments	361,606
Prepaid Assets	<u>3,697</u>
Total Current Assets	1,139,551

PROPERTY AND EQUIPMENT

Furniture, Fixtures and Equipment	217,223
Building / Leasehold Improvements	440,740
Textbooks	162,116
Less accumulated depreciation	<u>(164,231)</u>
Property and Equipment (Net)	<u>655,848</u>

OTHER ASSETS

Deposits	<u>100</u>
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TOTAL ASSETS	<u>\$ 1,795,499</u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable / Accrued Expenses	\$ 134,431
Lease Payable	<u>8,740</u>
Total Current Liabilities	<u>143,171</u>
TOTAL LIABILITIES	<u>143,171</u>

NET ASSETS

Unrestricted Net Assets	<u>1,652,328</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,795,499</u>

The accompanying notes are an integral part of these financial statements.

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.
 Statement of Activities
 Year ended June 30, 2006

UNRESTRICTED NET ASSETS	
Revenues and Support	
Fulton County Grants	\$ 2,592,428
Lunch Fees	98,513
Government Grants	61,955
Interest Income	10,537
Student Activity Fees	4,323
Donations	<u>498</u>
Total Revenues and Support	2,768,253
Expenses and Losses	
Program Services	1,909,377
General and Administrative	121,377
Fundraising	<u>-</u>
Total Expenses	2,030,754
NET INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>737,499</u>
NET ASSETS AT BEGINNING OF YEAR	914,464
PRIOR PERIOD ADJUSTMENT	<u>365</u>
NET ASSETS AT END OF YEAR	<u>\$ 1,652,328</u>

The accompanying notes are an integral part of these financial statements.

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.
Statement of Functional Expenses
Year ended June 30, 2006

<u>Cost Category</u>	<u>Total</u> <u>Expenses</u>	<u>Program</u> <u>Services</u>	<u>General</u> <u>and</u> <u>Administrative</u>	<u>Fundraising</u> <u>Activities</u>
Salaries and Wages	\$ 1,212,340	\$ 1,151,723	\$ 60,617	\$ -
Employee Benefits	201,155	195,121	6,035	-
Lunch Expenses	148,335	148,335	-	-
Depreciation	107,576	107,576	-	-
Utilities	44,415	42,194	2,221	-
Classroom Supplies	49,661	49,661	-	-
Custodial Cleaning Service	34,345	-	34,345	-
General Business Insurance	28,212	25,391	2,821	-
Computer Supplies / Services	26,563	26,563	-	-
Payroll Taxes	23,903	22,707	1,195	-
Building Maintenance	23,361	21,025	2,336	-
Music Instruction Fee	20,544	20,544	-	-
Building Rental Expense	18,000	17,100	900	-
Telephone	14,358	13,640	718	-
Student Speech-Language Therapy	10,545	10,545	-	-
Accounting & Legal	8,551	4,276	4,276	-
Books / Periodicals	7,502	7,502	-	-
Student Activity Fees	6,426	6,426	-	-
Dues / Fees	5,282	5,282	-	-
Janitorial Supplies	4,897	4,652	245	-
Contract Labor	4,546	2,273	2,273	-
Student Activity Fees (Yearbook)	4,040	4,040	-	-
Miscellaneous Educational Services	3,595	3,595	-	-
Staff Development	3,508	3,508	-	-
Psychological Counseling	3,350	3,350	-	-
Payroll Fees	2,917	2,771	146	-
Stinger Publication	2,869	2,869	-	-
Miscellaneous	3,229	2,906	323	-
Library	2,416	2,296	121	-
Fingerprinting	1,440	-	1,440	-
Storage	1,300	-	1,300	-
Postage	1,335	1,268	67	-
Security Monitoring	239	239	-	-
	<u>\$ 2,030,754</u>	<u>\$ 1,909,377</u>	<u>\$ 121,377</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.
Statement of Cash Flows
Year ended June 30, 2006

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase (Decrease) in Net Assets	\$ 737,499
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	107,576
<i>(Increase) Decrease</i>	
Prepaid Assets	31,925
<i>Increase (Decrease)</i>	
Accounts Payable / Accrued Expenses	<u>121,225</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	998,225
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase Property and Equipment	(346,011)
Purchase Investments	<u>(361,606)</u>
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(707,617)
NET INCREASE (DECREASE) IN CASH	290,608
CASH & CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>483,640</u>
CASH & CASH EQUIVALENTS AT END OF YEAR	<u>\$ 774,248</u>

The accompanying notes are an integral part of these financial statements.

GEORGIA MAGNET CHARTER SCHOOLS FOUNDATION, INC.
Notes To Financial Statements

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICES

Nature of Organization

The Georgia Magnet Charter Schools Foundation, Inc. (the Organization) was founded in February 2003, is a non-profit corporation dedicated to scholarly excellence, began the process of establishing a world-class charter high school in the Fulton County school system with the name Hapeville Middle School (the School), and is located in Hapeville, Georgia. The mission of the School (established in the 2004-2005 school year), aims to increase the student achievement of young adolescents by offering a unique curriculum in a safe and caring learning environment. Charter schools are nonsectarian public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools. Each charter school has a performance contract with the State that details the school's mission, program, goals, students served, methods of assessment, and ways to measure success. The School, like all charter schools, is accountable for producing positive academic results as measured by increased scores on standardized tests.

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Cash and Cash Equivalents

The Organization considers cash and cash equivalents and other demand deposits, including certain certificates of deposits, to be cash equivalents, as well as highly liquid investments with a maturity of 3 months or less.

Accounts Receivables

Receivable are stated at face value with no allowance for doubtful accounts. An allowance for doubtful accounts is not considered necessary since all receivables are considered collectible.

Property and Equipment

Donations of equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are recorded as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restriction when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Maintenance and repairs are charged to expense in the year incurred. When assets are retired or disposed, the asset and accumulated depreciation accounts are adjusted accordingly and any resulting gain or loss is reflected in the statement of activities. It is the policy of the Organization to provide for depreciation in the amounts sufficient to relate the cost of such assets either purchased or donated over their estimated useful lives by using annual rates applied on a straight - line method.

Income taxes

The Internal Revenue Service has notified the Organization that it qualifies as a publicly supported charitable Organization as described in section 501 (c) (3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been included in the accompanying financial statements.

Financial Statement Presentation

The Organization has adopted Statement of Financial Accounting Standards No. 117 in reporting its activities. This statement establishes standards for reporting certain basic information in the financial

GEORGIA MAGNET CHARTER SCHOOLS FOUNDATION, INC.
Notes To Financial Statements – Continued

statements applicable to not-for-profit Organizations. These standards require the Organization to report information regarding its financial position and activities according to three classes of net assets : unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

The cost of providing various programs and other activities has been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain expenses have been allocated among the programs and supporting services receiving benefit. The allocation has been made based on management's best estimate of the actual resources used in those areas.

NOTE 2 – CERTIFICATE OF DEPOSIT

A certificate of deposit totaling \$361,606 as of 6-30-06 (maturity date 11-17-2007, interest rate 4.17%), is included in the Current Assets section in the accompanying Statement of Financial Position (Page 2).

NOTE 3 – CONTINGENCIES

Operating Leases

The Organization leases a copier which began May 2005 and expires in June 2007. The future minimum cash rental payments under these leases are as follows.

	Fiscal year ending June 30 :				
Future lease payments for :	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
	\$4,370	\$4,370	\$-0-	\$-0-	\$-0-

Occupancy

In May 2004, the Organization entered into a lease agreement for facilities to house the school's activities. The term of the lease is for three years commencing May 15, 2004 and expiring on May 31, 2007. The monthly rental payment is \$4,500 per month for the entire term of the lease. The lease payment of \$4,500 consists of \$3,000 for coverage of utility expenses and \$1,500 for occupancy. If during any month, the total of utility usage exceeds \$3,000, the Organization is responsible for this overage. During the fiscal year ended June 30, 2006, the Organization paid \$4,601.68 in utility bill overage charges.

NOTE 4 – CONCENTRATIONS

Grants

The Organization receives approximately 93% of its annual revenue from the Fulton County Board of Education in the form of a yearly grant which is paid to the Organization in monthly installments.

Bank Balances – Credit Risk

The Organization maintains its cash accounts at a financial institution in which amounts up to \$100,000 are insured by the Federal Deposit Insurance Corporation for each account. As of June 30, 2006, the Organization has uninsured cash balances totaled \$835,854.

32.3 Charter Year 3: Period Ending June 30, 2006

SAMUEL J. DURDEN
CERTIFIED PUBLIC ACCOUNTANT, P.C.

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
GEORGIA SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Georgia Magnet Charter Schools Foundation, Inc.
Hapeville, Georgia

We have audited the accompanying statement of financial position of Georgia Magnet Charter Schools Foundation, Inc. (a Georgia nonprofit corporation) as of June 30, 2007 and the related statement of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly in all material respects, the financial position of Georgia Magnet Charter Schools Foundation, Inc. at June 30, 2007, and the changes in its net assets, and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Samuel J. Durden, CPA, PC

Samuel J. Durden
Certified Public Accountant
September 10, 2007



P.O. BOX 142216 • FAYETTEVILLE, GA 30214 • (770) 716-2235
FAX (770) 716-2236 • E-mail : joedurden@mindspring.com

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.

Statement of Financial Position

June 30, 2007

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$	854,138
Investments		831,283
Prepaid Assets		26,861
Employee Advances		<u>6,850</u>
Total Current Assets		1,719,132

PROPERTY AND EQUIPMENT

Building / Leasehold Improvements		623,253
Furniture, Fixtures and Equipment		350,900
Textbooks		283,417
Less accumulated depreciation		<u>(475,955)</u>
Property and Equipment (Net)		<u>781,615</u>

OTHER ASSETS

Deposits		<u>155</u>
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TOTAL ASSETS	\$	<u>2,500,902</u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable / Accrued Expenses	\$	156,274
Capital Lease Obligation		<u>8,354</u>
Total Current Liabilities		164,628

LONG TERM LIABILITIES

Capital Lease Obligation		<u>11,952</u>
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TOTAL LIABILITIES		<u>176,580</u>
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NET ASSETS

Unrestricted Net Assets		<u>2,324,322</u>
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TOTAL LIABILITIES AND NET ASSETS	\$	<u>2,500,902</u>
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The accompanying notes are an integral part of these financial statements.

HAPEVILLE CHARTER SCHOOL

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.

Statement of Activities
Year ended June 30, 2007

UNRESTRICTED NET ASSETS

Revenues and Support	
Fulton County Funds	\$ 3,423,803
Lunch Fees	148,032
Government Grants	58,544
Interest Income	33,703
Fundraising Income	22,957
Student Activity Fees	9,515
Donations	<u>4,406</u>
Total Revenues and Support	3,700,960
Expenses and Losses	
Program Services	2,829,266
General and Administrative	186,443
Fundraising	<u>17,177</u>
Total Expenses	3,032,886
NET INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>668,074</u>
NET ASSETS AT BEGINNING OF YEAR	1,652,328
PRIOR PERIOD ADJUSTMENT	<u>3,920</u>
NET ASSETS AT END OF YEAR	<u>\$ 2,324,322</u>

The accompanying notes are an integral part of these financial statements.

HAPEVILLE CHARTER SCHOOL

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.

Statement of Functional Expenses

Year ended June 30, 2007

<u>Cost Category</u>	<u>Total Expenses</u>	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising Activities</u>
Salaries and Wages	\$ 1,647,174	\$ 1,564,815	\$ 82,359	\$ -
Depreciation	310,581	310,581	-	-
Employee Benefits	296,033	287,152	8,881	-
Lunch Expenses	222,849	222,849	-	-
Classroom Supplies	87,720	87,720	-	-
Custodial Cleaning Service	65,150	-	65,150	-
Utilities	63,838	60,646	3,192	-
Building Maintenance	50,086	45,078	5,009	-
Building Rental Expense	48,000	45,600	2,400	-
Payroll Taxes	44,014	41,813	2,201	-
General Business Insurance	34,297	30,867	3,430	-
Telephone	18,011	17,110	901	-
Fundraising Expenses	17,177	-	-	17,177
Student Activity Fees	15,601	15,601	-	-
Student Speech Language Therapy	14,763	14,763	-	-
Computer Supplies / Services	14,241	14,241	-	-
Accounting / Legal / Professional	13,479	6,740	6,740	-
Janitorial Supplies	11,676	11,092	584	-
Staff Development	11,490	11,490	-	-
Security	8,439	8,439	-	-
Payroll Fees	7,761	7,373	388	-
Psychological Counseling	5,050	5,050	-	-
Books / Periodicals	4,138	4,138	-	-
Library	3,474	3,300	174	-
Advertising / Marketing	3,262	1,631	1,631	-
Miscellaneous	3,237	2,913	324	-
Music Instruction Fee	2,285	2,285	-	-
Stinger Publication	1,946	1,946	-	-
Fingerprinting / Drug Screening	1,803	-	1,803	-
Postage	1,575	1,497	79	-
Dues / Fees	1,333	1,333	-	-
Website Maintenance	1,200	1,200	-	-
Storage	1,200	-	1,200	-
	<u>\$ 3,032,886</u>	<u>\$ 2,829,266</u>	<u>\$ 186,443</u>	<u>\$ 17,177</u>

The accompanying notes are an integral part of these financial statements.

GEORGIA MAGNET CHARTER SCHOOL FOUNDATION, INC.

Statement of Cash Flows
Year ended June 30, 2007

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase (Decrease) in Net Assets	\$ 668,074
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	310,581
<i>(Increase) Decrease</i>	
Employee Advances	(6,850)
Prepaid Assets	(23,164)
Deposits	(55)
<i>Increase (Decrease)</i>	
Accounts Payable / Accrued Expenses	21,843
Capital Lease Obligation	11,566
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>981,995</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase Property and Equipment	(432,427)
Purchase Investments	(469,678)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(902,105)</u>
NET INCREASE (DECREASE) IN CASH	79,890
CASH & CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>774,248</u>
CASH & CASH EQUIVALENTS AT END OF YEAR	<u>\$ 854,138</u>

The accompanying notes are an integral part of these financial statements.

GEORGIA MAGNET CHARTER SCHOOLS FOUNDATION, INC.
Notes To Financial Statements

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICES

Nature of Organization

The Georgia Magnet Charter Schools Foundation, Inc. (the Organization) was founded in February 2003, is a non-profit corporation dedicated to scholarly excellence, began the process of establishing a world-class charter high school in the Fulton County school system with the name Hapeville Middle School (the School), and is located in Hapeville, Georgia. The mission of the School (established in the 2004-2005 school year), aims to increase the student achievement of young adolescents by offering a unique curriculum in a safe and caring learning environment. Charter schools are nonsectarian public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools. Each charter school has a performance contract with the State that details the school's mission, program, goals, students served, methods of assessment, and ways to measure success. The School, like all charter schools, is accountable for producing positive academic results as measured by increased scores on standardized tests.

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Cash and Cash Equivalents

The Organization considers cash and cash equivalents and other demand deposits, including certain certificates of deposits, to be cash equivalents, as well as highly liquid investments with a maturity of 3 months or less.

Accounts Receivables

Receivable are stated at face value with no allowance for doubtful accounts. An allowance for doubtful accounts is not considered necessary since all receivables are considered collectible.

Property and Equipment

Donations of equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are recorded as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restriction when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Maintenance and repairs are charged to expense in the year incurred. When assets are retired or disposed, the asset and accumulated depreciation accounts are adjusted accordingly and any resulting gain or loss is reflected in the statement of activities. It is the policy of the Organization to provide for depreciation in the amounts sufficient to relate the cost of such assets either purchased or donated over their estimated useful lives by using annual rates applied on a straight - line method.

Income taxes

The Internal Revenue Service has notified the Organization that it qualifies as a publicly supported charitable Organization as described in section 501 (c) (3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been included in the accompanying financial statements.

Financial Statement Presentation

The Organization has adopted Statement of Financial Accounting Standards No. 117 in reporting its activities. This statement establishes standards for reporting certain basic information in the financial

GEORGIA MAGNET CHARTER SCHOOLS FOUNDATION, INC.
Notes To Financial Statements – Continued

statements applicable to not-for-profit Organizations. These standards require the Organization to report information regarding its financial position and activities according to three classes of net assets : unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

The cost of providing various programs and other activities has been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain expenses have been allocated among the programs and supporting services receiving benefit. The allocation has been made based on management's best estimate of the actual resources used in those areas.

NOTE 2 – CERTIFICATE OF DEPOSIT (INVESTMENTS)

The Organization has two certificates of deposits, the first has a principle value of \$377,628 as of 6-30-07 (maturity date 11-17-2007, interest rate 4.67%), and the second has a principle value of \$453,655 as of 6-30-07 (maturity date 8-20-2007, interest rate 5.12%), both are included in the Current Assets section in the accompanying Statement of Financial Position (Page 2).

NOTE 3 – CONTINGENCIES

Operating Leases

The Organization leases two copiers, the first began May 2005 and expires in June 2007 with one remaining payment of \$4,370 in June 2008. The second started February 2007 and expires in January 2011 with four remaining payments of \$3,984. The future minimum cash rental payments under these leases are as follows.

	Fiscal year ending June 30 :				
Future lease payments for :	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
	\$8,354	\$3,984	\$3,984	\$3,984	\$-0-

Occupancy

In May 2004, the Organization entered into a lease agreement for facilities to house the school's activities. The term of the lease is for three years commencing May 15, 2004 and expiring on May 31, 2007. The monthly rental payment is \$4,500 per month for the entire term of the lease. The lease payment of \$4,500 consists of \$3,000 for coverage of utility expenses and \$1,500 for occupancy. If during any month, the total of utility usage exceeds \$3,000, the Organization is responsible for this overage. During the fiscal year ended June 30, 2007, the Organization paid \$8,603 in utility bill overage charges. On May 15, 2007, the Organization executed a lease extension with the Lessor for another 2 years and 15 days, which has this lease ending on June 15, 2009.

NOTE 4 – CONCENTRATIONS

Grants

The Organization receives approximately 93% of its annual revenue from the Fulton County Board of Education in the form of a yearly grant which is paid to the Organization in monthly installments.

Bank Balances – Credit Risk

The Organization maintains its cash accounts at a financial institution in which amounts up to \$100,000 are insured by the Federal Deposit Insurance Corporation for each account. As of June 30, 2007, the Organization has uninsured cash balances totaled \$1,585,421.

33. Appendix I - School Performance Goals

The following pages include the performance goals which are included in Hapeville Charter's Strategic and Title I Plan.

Hapeville Charter School

Charter Renewal Performance Goals

GOAL AREA:

Student Achievement in Reading levels 2 and 3

OBJECTIVE:

To increase student achievement performance in Reading
(All grades combined)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders who perform in levels 2 and 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	74.70	82.10	87.80	93.30	94.3	95.0	95.5	96.0	96.5		
State	66.70	66.70	66.70	73.30							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	State of Georgia AYP Report	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Reading level 3

OBJECTIVE:

To increase student achievement performance in Reading
(All grades combined)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders who perform at level 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	34.80	14.10	17.90	21.50	24.00	24.50	25.00	25.50	26.00		

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	State of Georgia AYP Report	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Mathematics levels 2 and 3

OBJECTIVE:

To increase student achievement performance in Mathematics
(All grades combined)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders who perform in levels 2 and 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	65.30	60.80	55.50	72.10	75.1	75.5	80.00	85.00	90.00		
State	58.30	58.30	58.30	59.50							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	State of Georgia AYP Report	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Mathematics level 3

OBJECTIVE:

To increase student achievement performance in Mathematics
(All grades combined)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders who perform in level 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	18.40	6.50	6.40	8.80	12.00	10.00	8.00	6.00	5.00		

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	State of Georgia AYP Report	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Reading Level 1

OBJECTIVE:

To increase student achievement performance in Reading
(All grades combined)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders who perform in level 1 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	25.30	17.90	12.20	5.70	7.33	7.00	6.00	5.50	5.00		

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	State of Georgia AYP Report	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Mathematics level 1

OBJECTIVE:

To increase student achievement performance in Mathematics
(All grades combined)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders who perform in level 1 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	34.70	39.20	44.50	27.90	22.00	20.00	17.50	15.00	12.50		

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	State of Georgia AYP Report	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Reading 2 and 3

OBJECTIVE:

To increase student achievement performance in Reading
(6th Grade Level)

PERFORMANCE MEASURE:

Percent of full academic year 6th graders who perform in levels 2 and 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter		86.00	84.00	96.00	96.80	97.00	97.50	98.00	98.50		
Fulton County		90.00	93.00	94.00							
State of Georgia			89.00	91.00							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	Fulton County Schools Testing and Measurement	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Reading levels 2 and 3

OBJECTIVE:

To increase student achievement performance in Reading
(7th Grade Level)

PERFORMANCE MEASURE:

Percent of full academic year 7th graders who perform in levels 2 and 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter		75.00	87.00	90.00	92.60	93.00	94.00	95.00	96.00		
Fulton County		86.00	89.00	92.00							
State of Georgia			85.00	88.00							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	Fulton County Schools Testing and Measurement	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Mathematics levels 2 and 3

OBJECTIVE:

To increase student achievement performance in Mathematics
(6th Grade Level)

PERFORMANCE MEASURE:

Percent of full academic year 6th graders who perform in levels 2 and 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	65.30	46.00	70.00	64.00	78.00	80.00	85.00	90.00	95.00		
Fulton County	80.00	68.00	70.00	73.00							
State of Georgia			65.00	69.00							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	Fulton County Schools Testing and Measurement	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Mathematics Levels 2 and 3

OBJECTIVE:

To increase student achievement performance in Mathematics
(7th Grade Level)

PERFORMANCE MEASURE:

Percent of full academic year 7th graders who perform in levels 2 and 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter		73.00	86.00	82.00	84.00	85.00	86.00	87.00	90.00		
Fulton County		85.00	77.00	81.00							
State of Georgia			74.00	80.00							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	Fulton County Schools Testing and Measurement	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Reading levels 2 and 3

OBJECTIVE:

To increase student achievement performance in Reading
(8th Grade Level)

PERFORMANCE MEASURE:

Percent of full academic year 8th graders who perform in levels 2 and 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter		n/a	94.00	94.00	95.00	96.00	97.00	98.00	99.00		
Fulton County			93.00	94.00							
State of Georgia			86.00	91.00							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	Fulton County Schools Testing and Measurement	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Mathematics levels 2 and 3

OBJECTIVE:

To increase student achievement performance in Mathematics
(8th Grade Level)

PERFORMANCE MEASURE:

Percent of full academic year 8th graders who perform in levels 2 and 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter		n/a	85.00	68.00	75.00	80.00	82.50	85.00	87.50		
Fulton County				66.00							
State of Georgia				62.00							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT	School Administrative Team	Fulton County Schools Testing and Measurement	Annually

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Reading

OBJECTIVE:

To increase student achievement performance in Reading
(Black Students All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as Black who perform in levels 2 and 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	81.40	86.40	88.70	95.90	96.00	97.00	97.00	98.00	98.00		

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team	State of Georgia AYP Reports	Quarterly

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement in Reading

OBJECTIVE:

To increase student achievement performance in Reading

(Hispanic Students All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as Hispanic who perform in levels 2 and 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	45.70	53.40	76.50	87.50	88.00	90.00	91.00	92.00	93.00		

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team	State of Georgia AYP Reports	Quarterly

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Reading
(White Students - All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as White who perform in levels 2 and 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	70.80	86.10	95.70	88.50	90.00	92.00	93.00	94.00	95.00		

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team	State of Georgia AYP Reports	Quarterly

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Reading
(Multi-Racial All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as Multi-Racial who perform in levels 2 and 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	n/a	69.00	65.20	89.30	90.00	92.00	93.00	94.00	95.00		

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team	State of Georgia AYP Reports	Quarterly

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Reading
(SWD Students - All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as SWD who perform in levels 2 and 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	n/a	69.00	53.30	79.50	80.00	81.00	82.00	83.00	84.00		

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team	State of Georgia AYP Reports	Quarterly

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Reading
(ELL (LEP) - All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as ELL who perform in levels 2 and 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	39.30	21.20	53.30	68.20	70.00	72.00	74.00	76.00	78.00		

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team	State of Georgia AYP Reports	Quarterly

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Reading
(Economically Disadvantaged Students - All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as Economically Disadvantaged who perform in levels 2 and 3 on the Reading subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	66.70	77.80	85.70	93.90	94.50	95.00	95.25	95.50	96.00		
What is the Measure?		Who will collect the data?			How will data be collected and tabulated?			How often will the data be collected?			
CRCT, ITBS, NWEA, Checkpoints		School Administrative Team			State of Georgia AYP Reports			Quarterly			

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Mathematics
(Black Students All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as Black who perform in levels 2 and 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	69.20	63.40	55.10	70.70	72.00	74.00	76.00	78.00	80.00		
State of Georgia	58.30	58.30	58.30	59.50							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team	State of Georgia AYP Reports	Quarterly

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Mathematics
(Hispanic Students All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as Hispanic who perform in levels 2 and 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	69.20	43.20	55.10	77.50	78.50	80.00	82.50	85.00	87.50		
State of Georgia	58.30	58.30	58.30	59.50							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team	State of Georgia AYP Reports	Quarterly

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Mathematics
(White Students - All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as White who perform in levels 2 and 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	50.00	50.00	52.20	84.60	85.00	87.50	90.00	91.00	93.00		
State of Georgia	58.30	58.30	58.30	59.50							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team	State of Georgia AYP Reports	Quarterly

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Mathematics
(Multi-Racial All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as Multi-Racial who perform in levels 2 and 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	n/a	n/a	n/a	71.40	72.00	74.00	76.00	78.00	80.00		
State of Georgia	58.30	58.30	58.30	59.50							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team	State of Georgia AYP Reports	Quarterly

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Mathematics
(SWD Students - All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as SWD who perform in levels 2 and 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	n/a	19.00	30.30	50.00	51.50	60.00	62.00	64.00	65.00		
State of Georgia	58.30	58.30	58.30	59.50							

Strategies

New	Ongoing
Outreach to student family	Extended Learning Opportunities
Improve cultural competence	Pyramids of Intervention (RTI)
Adequate Resources for Funding	Classrooms that support learning
Strong District Support	Enhance technology
Enhance/Upgrade technology	Collaborative learning centers
Comprehensive Support for Students	Cross-curriculum
Supportive School	

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Mathematics
(ELL (LEP) - All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as ELL who perform in levels 2 and 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	50.00	29.40	40.00	63.60	64.00	66.00	68.00	70.00	72.50		
State of Georgia	58.30	58.30	58.30	59.50							
What is the Measure?	Who will collect the data?		How will data be collected and tabulated?			How often will the data be collected?					
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team		State of Georgia AYP Reports			Quarterly					

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter School**

GOAL AREA:

Student Achievement

OBJECTIVE:

To increase student achievement performance in Mathematics
(Economically Disadvantaged Students - All Grades)

PERFORMANCE MEASURE:

Percent of full academic year 6th through 8th graders coded as Economically disadvantaged who perform in levels 2 and 3 on the Mathematics subtest of the CRCT.

Baseline/Trend and Target Information

Year	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013		
	Final Result	Final Result	Final Result	Final Result	Target	Target	Target	Target	Target		
Hapeville Charter	58.70	55.20	52.50	68.00	69.00	70.00	72.50	75.00	77.50		
State of Georgia	58.30	58.30	58.30	59.50							

What is the Measure?	Who will collect the data?	How will data be collected and tabulated?	How often will the data be collected?
CRCT, ITBS, NWEA, Checkpoints	School Administrative Team	State of Georgia AYP Reports	Quarterly

Strategies

New	Ongoing
Outreach to student family Improve cultural competence Adequate Resources for Funding Strong District Support Enhance/Upgrade technology Comprehensive Support for Students Supportive School	Extended Learning Opportunities Pyramids of Intervention (RTI) Classrooms that support learning Enhance technology Collaborative learning centers Cross-curriculum

**Charter Renewal Performance Goals
Hapeville Charter Career Academy**

GOAL AREA:

Student Achievement

OBJECTIVE:

Student achievement performance goals for Career Academy grades

PERFORMANCE MEASURE:

Percent of full academic year grades 9 through 12

Outcome Performance Measure	2009-2010 Target	2010-2011 Target	2011-2012 Target	2012-2013 Target
Increase the mean SAT writing score of students who have attended Hapeville Charter School since the 9th grade	n/a	n/a	New	Set baseline
Increase the percentage of all Hapeville Charter Career Academy students who pass the EOCT for Algebra 1	80.00	82.00	84.00	86.00
Increase the percentage of all students who pass the EOCT for Geometry	75.00	77.50	80.00	82.50
Increase the percentage of all students who pass the EOCT for Biology	70.00	72.50	75.00	77.50
Increase the percentage of all students who pass the EOCT for 9 th Grade Lit/Comp	85.00	87.50	90.00	92.50
Increase the percentage of all students who pass the EOCT for US History	n/a	n/a	New	82.50

**Charter Renewal Performance Goals
Hapeville Charter Career Academy**

GOAL AREA:

Student Achievement

OBJECTIVE:

Student achievement performance goals for Career Academy grades

PERFORMANCE MEASURE:

Percent of full academic year grades 9 through 12

Score Targets for Georgia High School Graduation Test			2011-2012 Target	2012-2013 Target
Math	n/a	n/a	95.00	97.50
Science	n/a	n/a	92.50	93.50
English	n/a	n/a	94.00	95.00
Writing	n/a	n/a	96.00	97.00
Social Studies	n/a	n/a	94.00	95.00

Hapeville Charter Career Academy will strive to improve academic achievement across all student demographic groups

Outputs:

1. Ensure that teachers use best practices to provide standards-based learning opportunities
2. Utilize differentiation in all classroom instruction
3. Ensure that all teachers use techniques to support literacy development for all students
4. Provide reading program for students reading below grade level
5. Provide enrichment programs for high-achievers

34. Appendix J - Amortization Schedule Scenarios

The capital and operations budgets have been clearly labeled and include amortization schedules. The requested amortization schedules for 8, 9 and 10 years are included below.

The bus maintenance has been broken out from repairs and maintenance line item on the following 3 budgets/amortizations:

HAPEVILLE CHARTER SCHOOL

10 year Amortization:

Hapeville Charter School Petition Year		5	1	2	3	4	5	6	7	8	9	10	
Academic Year		2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	
Charter Period		1st	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd	
Revenue - Per Student													
MS Allotment	\$	8,310	8,559	8,816	9,081	9,353	9,634	9,923	10,220	10,527	10,843	11,168	
HS Allotment	\$	6,800	6,800	6,798	7,002	7,212	7,428	7,651	7,881	8,117	8,361	8,612	
TOTAL MS Enrollment		563	552	552	552	552	552	552	552	552	552	552	
TOTAL HS Enrollment		165	165	165	165	165	165	165	165	165	165	165	
9th		165	165	165	165	165	165	165	165	165	165	165	
10th													
11th													
12th													
REVENUE:													
Beginning Cash Balance	\$	808,597	2,450,617	1,303,563	457,431	38,437	10,188	123,566	205,401	306,714	475,665	706,488	
Career Academy Grant	\$	3,000,000											
Other Revenue	\$	-	-	-	-	-	-	-	-	-	-	-	
Projected Revenue (from Enrollment)	\$	4,587,120	5,813,734	7,053,732	8,308,020	9,631,218	9,920,154	10,217,759	10,524,292	10,840,020	11,165,221	11,500,178	
	\$	8,395,717	8,264,351	8,357,295	8,765,451	9,669,655	9,930,343	10,341,324	10,728,692	11,146,734	11,640,886	12,206,666	
EXPENSES:													
Operations Budget:													
Salaries/Taxes	\$	2,316,496	2,732,455	3,315,254	3,821,689	4,430,380	4,563,271	4,802,347	5,051,680	5,203,210	5,369,306	5,520,085	
Subs	\$	27,376	34,696	42,096	49,582	57,478	59,203	60,979	62,808	64,692	66,633	68,632	
Insurance / Employee	\$	314,340	332,288	403,161	474,851	550,479	566,994	584,004	601,524	619,570	638,157	657,301	
Benefits/Retirement	\$	206,572	238,321	289,152	340,569	394,811	406,655	418,855	431,421	444,363	457,694	471,425	
Purchased Services	\$	190,377	243,229	295,106	347,562	402,340	415,029	427,479	440,304	453,513	467,118	481,132	
Custodial Services	\$	87,096	110,386	133,030	157,745	182,869	188,352	194,005	199,825	205,820	211,995	218,325	
Rent - Middle School	\$	48,000	66,000	66,000	66,000	66,000	72,600	72,600	72,600	72,600	79,860	87,846	
Utilities	\$	86,365	88,956	91,624	94,373	97,204	100,121	103,124	106,218	109,404	112,687	116,067	
Middle School Estimated utilities	\$	-	80,802	120,600	120,600	180,000	180,000	180,000	180,000	180,000	180,000	180,000	
Repairs & Maintenance (includes bus)	\$	108,010	115,570	123,680	132,317	141,579	151,489	162,093	173,440	185,581	198,571	212,471	
Bus Maintenance	\$	7,500	8,100	8,748	9,448	10,204	11,020	11,902	12,854	13,882	14,983	16,152	
Insurance (Com/Liability/bus)	\$	49,544	49,510	60,069	70,751	82,019	84,480	87,014	89,625	92,313	95,083	97,935	
Furniture & Fixtures	\$	148,000	148,000	148,000	148,000	74,000	74,000	74,000	18,500	18,500	18,500	18,500	
Career Academy	\$	19,812	25,110	30,468	35,884	41,599	42,847	44,132	45,456	46,820	48,224	49,671	
Leasehold Improvements	\$	27,737	35,155	42,653	50,237	58,238	59,985	61,785	63,638	65,548	67,514	69,540	
Equipment Purchases	\$	11,491	14,564	17,670	20,813	24,127	24,851	25,597	26,365	27,158	27,970	28,800	
Copier Lease	\$	1,938	2,496	3,150	3,810	4,469	4,191	4,317	4,447	4,580	4,717	4,859	
Library/Enrichment	\$	83,616	106,976	128,578	151,441	175,561	180,628	186,263	191,840	197,595	203,523	209,620	
Free/Reduced Lunch	\$	22,036	27,929	33,885	39,911	46,267	47,655	49,085	50,558	52,074	53,637	55,246	
Telephone	\$	66,549	84,344	102,334	120,530	139,727	143,919	148,236	152,684	157,264	161,982	166,841	
Supplies/Office/Custodial	\$	8,453	10,714	12,999	15,310	17,749	18,281	18,830	19,394	19,976	20,576	21,193	
Postage/Bank/PIR Fees	\$	3,303	4,165	5,078	6,041	7,063	7,141	7,265	7,416	7,583	7,766	7,957	
Singer Publication	\$	15,850	20,088	24,373	28,707	33,279	34,277	35,306	36,365	37,456	38,579	39,737	
Books/Periodicals	\$	40,318	41,528	42,774	44,057	45,379	46,740	48,142	49,587	51,074	52,606	54,185	
Textbooks - MS	\$	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	
Textbooks - HS	\$	23,935	30,335	36,805	43,350	50,254	51,762	53,314	54,914	56,561	58,258	60,006	
Supplies - Instructional	\$	66,369	82,841	100,510	118,320	137,237	141,354	145,594	149,962	154,461	159,095	163,868	
Title I Purchases / Reimbursements	\$	77,042	97,645	118,472	139,538	161,762	166,615	171,614	176,762	182,063	187,527	193,153	
Computer Software/Support	\$	3,820	4,841	5,874	6,918	8,020	8,261	8,509	8,764	9,027	9,298	9,577	
Dues / Fees	\$	12,680	16,070	19,488	22,965	26,623	27,421	28,244	29,091	29,964	30,863	31,789	
Professional Development	\$	15,374	19,486	23,642	27,846	32,281	33,249	34,246	35,274	36,332	37,422	38,545	
Student Activities	\$												
CAPITAL BUDGET:													
Career Academy Building	\$	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	
Total Expenses	\$	5,945,100	6,960,789	7,899,864	8,727,014	9,659,467	9,806,777	10,135,924	10,422,979	10,671,069	10,934,398	11,206,711	
Ending Cash	\$	2,450,617	1,303,563	457,431	38,437	10,188	123,566	205,401	306,714	475,665	706,488	999,955	
Assumptions:													
Amortization:													
Career Academy building cost	Beginning Balance	\$ 16,666,719	15,565,164	14,395,313	13,152,931	11,833,522	10,432,309	8,944,220	7,363,871	5,685,539	3,903,151	2,010,255	
	Interest	\$ 1,033,337	965,040	892,599	815,462	733,678	646,803	554,542	456,560	352,503	241,995	124,636	
	Term	\$ 2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	2,134,891	
	Periodic Payment	\$ 2,134,891	1,169,851	1,242,382	1,319,410	1,401,213	1,488,088	1,580,350	1,678,331	1,782,388	1,892,896	2,010,255	
	Rate	6.2%	End Balance	\$ 15,565,164	14,395,313	13,152,931	11,833,522	10,432,309	8,944,220	7,363,871	5,685,539	3,903,151	2,010,255

HAPEVILLE CHARTER SCHOOL

9 yr Amortization:

Hapeville Charter School Petition Year		5	1	2	3	4	5	6	7	8	9
Academic Year		2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Charter Period		1st	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd
Revenue - Per Student											
MS Allotment		\$ 8,559	\$ 8,559	\$ 8,816	\$ 9,081	\$ 9,353	\$ 9,634	\$ 9,923	\$ 10,220	\$ 10,527	\$ 10,843
HS Allotment		\$ 6,600	\$ 6,600	\$ 6,798	\$ 7,002	\$ 7,212	\$ 7,428	\$ 7,651	\$ 7,881	\$ 8,117	\$ 8,361
TOTAL MS Enrollment		552	552	552	552	552	552	552	552	552	552
TOTAL HS Enrollment		165	165	322	471	620	620	620	620	620	620
9th		165	165	157	149	149	149	165	157	149	165
10th				165	157	149	149	165	157	149	165
11th					165	149	149	165	157	149	165
12th						165	157	149	149	165	157
		\$ 2,299,530	\$ 1,001,388	\$ 4,169	\$ (565,912)	\$ (745,248)	\$ (782,959)	\$ (852,211)	\$ (901,985)	\$ (884,121)	\$ (804,385)
REVENUE:											
Beginning Cash Balance		\$ 808,597	\$ 2,299,530	\$ 1,001,388	\$ 4,169	\$ (565,912)	\$ (745,248)	\$ (782,959)	\$ (852,211)	\$ (901,985)	\$ (884,121)
Career Academy Grant		\$ 3,000,000									
Other Revenue											
Projected Revenue (from Enrollment)		\$ 4,587,120	\$ 5,913,734	\$ 7,053,732	\$ 8,308,020	\$ 9,631,218	\$ 9,820,154	\$ 10,217,759	\$ 10,524,292	\$ 10,840,020	\$ 11,165,221
		\$ 8,395,717	\$ 8,113,264	\$ 8,055,120	\$ 8,312,189	\$ 9,065,306	\$ 9,174,906	\$ 9,434,800	\$ 9,672,081	\$ 9,938,035	\$ 10,281,100
EXPENSES:											
Operations Budget:											
Salaries/Taxes		\$ 2,316,496	\$ 2,732,455	\$ 3,315,254	\$ 3,821,689	\$ 4,430,360	\$ 4,563,271	\$ 4,802,347	\$ 5,051,660	\$ 5,203,210	\$ 5,359,306
Subs		\$ 27,376	\$ 34,696	\$ 42,096	\$ 49,582	\$ 57,478	\$ 59,203	\$ 60,979	\$ 62,808	\$ 64,692	\$ 66,633
Insurance / Employee		\$ 314,340	\$ 332,288	\$ 403,161	\$ 474,851	\$ 550,479	\$ 566,994	\$ 584,004	\$ 601,524	\$ 619,570	\$ 638,157
Benefits/Retirement		\$ 206,512	\$ 238,321	\$ 289,152	\$ 340,569	\$ 394,811	\$ 406,655	\$ 418,855	\$ 431,421	\$ 444,363	\$ 457,694
Purchased Services		\$ 190,377	\$ 243,229	\$ 295,106	\$ 347,582	\$ 402,940	\$ 415,029	\$ 427,479	\$ 440,304	\$ 453,513	\$ 467,118
Custodial Services		\$ 87,096	\$ 110,386	\$ 133,930	\$ 157,745	\$ 182,869	\$ 188,355	\$ 194,005	\$ 199,825	\$ 205,820	\$ 211,995
Rent - Middle School		\$ 48,000	\$ 66,000	\$ 66,000	\$ 66,000	\$ 66,000	\$ 72,600	\$ 72,600	\$ 72,600	\$ 72,600	\$ 79,860
Utilities		\$ 86,365	\$ 88,956	\$ 91,624	\$ 94,373	\$ 97,204	\$ 100,121	\$ 103,124	\$ 106,218	\$ 109,404	\$ 112,687
Estimated utilities											
Career Academy		\$ -	\$ 80,802	\$ 120,600	\$ 120,600	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
Repairs & Maintenance		\$ 108,010	\$ 115,570	\$ 123,660	\$ 132,317	\$ 141,579	\$ 151,489	\$ 162,093	\$ 173,440	\$ 185,581	\$ 198,571
Bus Maintenance		\$ 7,500	\$ 8,100	\$ 8,748	\$ 9,448	\$ 10,204	\$ 11,020	\$ 11,902	\$ 12,854	\$ 13,882	\$ 14,993
Insurance (Com/Liability/Bus)		\$ 49,544	\$ 49,510	\$ 60,069	\$ 70,751	\$ 82,019	\$ 94,480	\$ 107,014	\$ 120,629	\$ 135,333	\$ 151,133
Furniture & Fixtures			\$ 148,000	\$ 148,000	\$ 148,000	\$ 74,000	\$ 74,000	\$ 74,000	\$ 18,500	\$ 18,500	\$ 18,500
Career Academy			\$ 25,110	\$ 30,466	\$ 35,884	\$ 41,599	\$ 42,847	\$ 44,132	\$ 45,456	\$ 46,820	\$ 48,224
Leasehold Improvements		\$ 19,812	\$ 35,155	\$ 42,653	\$ 50,237	\$ 58,238	\$ 66,985	\$ 76,485	\$ 86,838	\$ 98,094	\$ 110,264
Equipment Purchases		\$ 27,737	\$ 35,155	\$ 42,653	\$ 50,237	\$ 58,238	\$ 66,985	\$ 76,485	\$ 86,838	\$ 98,094	\$ 110,264
Copier Lease		\$ 11,491	\$ 14,564	\$ 17,670	\$ 20,813	\$ 24,127	\$ 24,851	\$ 25,597	\$ 26,365	\$ 27,155	\$ 27,970
Library/Enrichment		\$ 1,938	\$ 2,456	\$ 2,980	\$ 3,510	\$ 4,069	\$ 4,791	\$ 4,317	\$ 4,447	\$ 4,580	\$ 4,717
Free/Reduced Lunch		\$ 83,616	\$ 105,976	\$ 128,578	\$ 151,441	\$ 175,561	\$ 180,828	\$ 186,253	\$ 191,840	\$ 197,596	\$ 203,523
Telephone		\$ 22,036	\$ 27,929	\$ 33,885	\$ 39,911	\$ 46,267	\$ 47,655	\$ 49,085	\$ 50,558	\$ 52,074	\$ 53,637
Supplies/Office/Custodial		\$ 66,540	\$ 84,344	\$ 102,334	\$ 120,530	\$ 139,727	\$ 143,919	\$ 148,236	\$ 152,684	\$ 157,264	\$ 161,982
Postage/Bank/P/R Fees		\$ 8,453	\$ 10,714	\$ 12,999	\$ 15,310	\$ 17,749	\$ 18,281	\$ 18,830	\$ 19,394	\$ 19,976	\$ 20,576
Singer Publication		\$ 3,302	\$ 4,185	\$ 5,078	\$ 5,981	\$ 6,933	\$ 7,141	\$ 7,355	\$ 7,576	\$ 7,803	\$ 8,037
Books/Periodicals		\$ 15,850	\$ 20,088	\$ 24,373	\$ 28,707	\$ 33,279	\$ 34,277	\$ 35,306	\$ 36,365	\$ 37,456	\$ 38,579
Textbooks - MS		\$ 40,318	\$ 41,528	\$ 42,774	\$ 44,057	\$ 45,379	\$ 46,740	\$ 48,142	\$ 49,587	\$ 51,074	\$ 52,606
Textbooks - HS		\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 42,000	\$ 43,260	\$ 44,558	\$ 45,895	\$ 47,271
Supplies - Instructional		\$ 23,935	\$ 30,335	\$ 36,805	\$ 43,350	\$ 50,254	\$ 53,314	\$ 53,314	\$ 54,914	\$ 56,561	\$ 58,258
Title I Purchases / Reimbursements		\$ (65,363)	\$ (82,841)	\$ (100,510)	\$ (118,382)	\$ (137,237)	\$ (141,354)	\$ (145,594)	\$ (149,962)	\$ (154,461)	\$ (159,095)
Computer Software/Support		\$ 77,044	\$ 97,645	\$ 118,472	\$ 139,538	\$ 161,762	\$ 166,615	\$ 171,614	\$ 176,762	\$ 182,065	\$ 187,527
Dues / Fees		\$ 3,820	\$ 4,841	\$ 5,874	\$ 6,918	\$ 8,020	\$ 8,261	\$ 8,509	\$ 8,764	\$ 9,027	\$ 9,298
Professional Development		\$ 12,680	\$ 16,070	\$ 19,498	\$ 22,965	\$ 26,623	\$ 27,421	\$ 28,244	\$ 29,091	\$ 29,964	\$ 30,863
Student Activities		\$ 15,374	\$ 19,486	\$ 23,642	\$ 27,846	\$ 32,281	\$ 33,249	\$ 34,246	\$ 35,274	\$ 36,332	\$ 37,422
CAPITAL BUDGET:											
Career Academy Building		\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979
Total Expenses		\$ 6,096,187	\$ 7,111,876	\$ 8,050,951	\$ 8,878,101	\$ 9,810,554	\$ 9,957,865	\$ 10,287,011	\$ 10,574,066	\$ 10,822,156	\$ 11,085,486
Ending Cash		\$ 2,299,530	\$ 1,001,388	\$ 4,169	\$ (565,912)	\$ (745,248)	\$ (782,959)	\$ (852,211)	\$ (901,985)	\$ (884,121)	\$ (804,385)
Assumptions:											
Amortization:											
Career Academy building cost	Beginning Balance	\$ 16,666,719	\$ 15,414,077	\$ 14,083,771	\$ 12,670,986	\$ 11,170,608	\$ 9,577,207	\$ 7,885,016	\$ 6,087,908	\$ 4,179,379	\$ 2,152,522
	Interest	\$ 1,033,337	\$ 955,873	\$ 873,194	\$ 785,601	\$ 692,578	\$ 593,787	\$ 488,871	\$ 377,450	\$ 259,122	\$ 133,456
	Total Payments	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979	\$ 2,285,979
Term	10										
Periodic Payment	\$ 2,285,979	Principal Decrease	\$ 1,252,642	\$ 1,330,306	\$ 1,412,785	\$ 1,500,378	\$ 1,593,401	\$ 1,692,182	\$ 1,797,108	\$ 1,908,528	\$ 2,026,657
Rate	6.2%	End Balance	\$ 15,414,077	\$ 14,083,771	\$ 12,670,986	\$ 11,170,608	\$ 9,577,207	\$ 7,885,016	\$ 6,087,908	\$ 4,179,379	\$ 2,152,522

HAPEVILLE CHARTER SCHOOL

8 yr Amortization:

Hapeville Charter School Petition Year		5	1	2	3	4	5	6	7	8
Academic Year	Charter Period	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Revenue - Per Student	1st	1st	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd
MS Allotment		\$ 8,310	\$ 8,559	\$ 8,816	\$ 9,081	\$ 9,353	\$ 9,634	\$ 9,923	\$ 10,220	\$ 10,527
HS Allotment			\$ 8,600	\$ 8,798	\$ 7,002	\$ 7,212	\$ 7,428	\$ 7,651	\$ 7,881	\$ 8,117
TOTAL MS Enrollment		552	552	552	552	552	552	552	552	552
TOTAL HS Enrollment		165	165	165	165	165	165	165	165	165
9th		165	165	165	165	165	165	165	165	165
10th										
11th										
12th										
		\$ 2,113,757	\$ 629,843	\$ (553,149)	\$ (1,309,003)	\$ (1,674,111)	\$ (1,897,594)	\$ (2,152,619)	\$ (2,388,166)	\$ (2,556,074)
REVENUE:										
Beginning Cash Balance		\$ 808,597	\$ 2,113,757	\$ 629,843	\$ (553,149)	\$ (1,309,003)	\$ (1,674,111)	\$ (1,897,594)	\$ (2,152,619)	\$ (2,388,166)
Career Academy Grant		\$ 3,000,000								
Other Revenue			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Revenue (from Enrollment)		\$ 4,587,120	\$ 5,813,734	\$ 7,053,732	\$ 8,308,020	\$ 9,631,218	\$ 9,920,154	\$ 10,217,758	\$ 10,524,292	\$ 10,840,020
		\$ 8,395,717	\$ 7,927,491	\$ 7,683,575	\$ 7,754,871	\$ 8,322,215	\$ 8,246,043	\$ 8,320,165	\$ 8,371,672	\$ 8,451,854
EXPENSES:										
Operations Budget:										
Salaries/Taxes		\$ 2,316,496	\$ 2,732,455	\$ 3,315,254	\$ 3,821,689	\$ 4,430,360	\$ 4,563,271	\$ 4,802,347	\$ 5,051,660	\$ 5,203,210
Subs		\$ 27,376	\$ 34,696	\$ 42,096	\$ 49,582	\$ 57,478	\$ 59,203	\$ 60,979	\$ 62,808	\$ 64,692
Insurance / Employee		\$ 314,340	\$ 332,288	\$ 403,161	\$ 474,851	\$ 550,479	\$ 566,994	\$ 584,004	\$ 601,524	\$ 619,570
Benefits/Retirement		\$ 206,512	\$ 238,321	\$ 289,152	\$ 340,569	\$ 394,811	\$ 406,655	\$ 418,855	\$ 431,421	\$ 444,363
Purchased Services		\$ 190,377	\$ 243,229	\$ 295,106	\$ 347,582	\$ 402,940	\$ 415,029	\$ 427,479	\$ 440,304	\$ 453,513
Custodial Services		\$ 87,096	\$ 110,386	\$ 133,930	\$ 157,745	\$ 182,869	\$ 188,355	\$ 194,005	\$ 199,825	\$ 205,820
Rent - Middle School		\$ 49,000	\$ 66,000	\$ 66,000	\$ 66,000	\$ 66,000	\$ 72,600	\$ 72,600	\$ 72,600	\$ 72,600
Utilities		\$ 86,365	\$ 88,956	\$ 91,624	\$ 94,373	\$ 97,204	\$ 100,121	\$ 103,124	\$ 106,218	\$ 109,404
Estimated Utilities										
Career Academy		\$ -	\$ 80,802	\$ 120,600	\$ 120,600	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
Repairs & Maintenance		\$ 108,010	\$ 115,570	\$ 123,660	\$ 132,317	\$ 141,579	\$ 151,489	\$ 162,093	\$ 173,440	\$ 185,581
Bus Maintenance		\$ 7,500	\$ 8,100	\$ 8,748	\$ 9,448	\$ 10,204	\$ 11,020	\$ 11,902	\$ 12,854	\$ 13,882
Insurance (Com/Liability/bus)		\$ 49,544	\$ 49,510	\$ 60,069	\$ 70,751	\$ 82,019	\$ 84,480	\$ 87,014	\$ 89,625	\$ 92,313
Furniture & Fixtures			\$ 148,000	\$ 148,000	\$ 148,000	\$ 74,000	\$ 74,000	\$ 74,000	\$ 18,500	\$ 18,500
Career Academy			\$ 26,110	\$ 30,466	\$ 35,884	\$ 41,599	\$ 42,847	\$ 44,132	\$ 45,456	\$ 46,820
Leasehold Improvements		\$ 19,812	\$ 19,812	\$ 19,812	\$ 19,812	\$ 19,812	\$ 19,812	\$ 19,812	\$ 19,812	\$ 19,812
Equipment Purchases		\$ 27,737	\$ 35,155	\$ 42,653	\$ 50,237	\$ 58,238	\$ 59,985	\$ 61,785	\$ 63,638	\$ 65,548
Copier Lease		\$ 11,491	\$ 14,564	\$ 17,670	\$ 20,813	\$ 24,127	\$ 24,851	\$ 25,597	\$ 26,365	\$ 27,155
Library/Enrichment		\$ 1,938	\$ 2,456	\$ 2,980	\$ 3,510	\$ 4,069	\$ 4,191	\$ 4,317	\$ 4,447	\$ 4,580
Free/Reduced Lunch		\$ 83,616	\$ 105,975	\$ 128,578	\$ 151,441	\$ 175,561	\$ 180,828	\$ 186,253	\$ 191,840	\$ 197,596
Telephone		\$ 22,036	\$ 27,929	\$ 33,885	\$ 39,911	\$ 46,267	\$ 47,655	\$ 49,085	\$ 50,558	\$ 52,074
Supplies/Office/Custodial		\$ 66,549	\$ 84,344	\$ 102,334	\$ 120,530	\$ 139,727	\$ 143,919	\$ 148,236	\$ 152,684	\$ 157,264
Postage/Bank/P/R Fees		\$ 8,453	\$ 10,714	\$ 12,999	\$ 15,310	\$ 17,749	\$ 18,281	\$ 18,830	\$ 19,394	\$ 19,976
Stinger Publication		\$ 3,302	\$ 4,185	\$ 5,078	\$ 5,981	\$ 6,933	\$ 7,141	\$ 7,355	\$ 7,576	\$ 7,803
Books/Periodicals		\$ 15,850	\$ 20,088	\$ 24,373	\$ 28,707	\$ 33,279	\$ 34,277	\$ 35,306	\$ 36,365	\$ 37,456
Textbooks - MS		\$ 40,318	\$ 41,529	\$ 42,774	\$ 44,057	\$ 45,379	\$ 46,740	\$ 48,142	\$ 49,587	\$ 51,074
Textbooks - HS			\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
Supplies - Instructional		\$ 23,935	\$ 30,335	\$ 36,805	\$ 43,350	\$ 50,254	\$ 51,762	\$ 53,314	\$ 54,914	\$ 56,561
Title I Purchases / Reimbursements		\$ (65,363)	\$ (82,841)	\$ (100,510)	\$ (118,382)	\$ (137,237)	\$ (141,354)	\$ (145,594)	\$ (149,962)	\$ (154,461)
Computer Software/Support		\$ 77,044	\$ 97,645	\$ 118,472	\$ 139,538	\$ 161,762	\$ 166,615	\$ 171,614	\$ 176,762	\$ 182,065
Dues / Fees		\$ 3,820	\$ 4,841	\$ 5,874	\$ 6,918	\$ 8,020	\$ 8,261	\$ 8,509	\$ 8,764	\$ 9,027
Professional Development		\$ 12,680	\$ 16,070	\$ 19,498	\$ 22,965	\$ 26,423	\$ 27,421	\$ 28,444	\$ 29,091	\$ 29,954
Student Activities		\$ 15,374	\$ 19,486	\$ 23,642	\$ 27,846	\$ 32,281	\$ 33,249	\$ 34,246	\$ 35,274	\$ 36,332
CAPITAL BUDGET:										
Career Academy Building		\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751
Total Expenses		\$ 6,281,960	\$ 7,297,648	\$ 8,236,724	\$ 9,063,874	\$ 9,996,327	\$ 10,143,637	\$ 10,472,784	\$ 10,759,839	\$ 11,007,929
Ending Cash		\$ 2,113,757	\$ 629,843	\$ (553,149)	\$ (1,309,003)	\$ (1,674,111)	\$ (1,897,594)	\$ (2,152,619)	\$ (2,388,166)	\$ (2,556,074)
Assumptions:										
	Amortization:									
Career Academy building cost	Beginning Balance	\$ 16,666,719	\$ 15,228,304	\$ 13,700,708	\$ 12,079,400	\$ 10,355,510	\$ 8,525,800	\$ 6,582,649	\$ 4,519,021	\$ 2,327,449
	Interest	\$ 1,033,337	\$ 944,155	\$ 849,444	\$ 748,861	\$ 642,042	\$ 528,600	\$ 408,124	\$ 280,179	\$ 144,302
	Total Payments	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751	\$ 2,471,751
Periodic Payment	Principal Decrease	\$ 1,438,415	\$ 1,527,596	\$ 1,622,307	\$ 1,722,890	\$ 1,828,710	\$ 1,943,152	\$ 2,063,627	\$ 2,191,572	\$ 2,327,449
Rate	6.2%	End Balance	\$ 15,228,304	\$ 13,700,708	\$ 12,079,400	\$ 10,355,510	\$ 8,525,800	\$ 6,582,649	\$ 4,519,021	\$ 2,327,449

35. Appendix K - Copy of Contract with Atlanta Pediatric Therapy



CONTRACTED SPEECH LANGUAGE PATHOLOGY SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Atlanta Pediatric Therapy ("Contractor") and Hapeville Middle Charter School ("the School"). Contractor understands that this agreement does not entitle any of Contractor's employees to any employment, full or part-time with the School, only for the contracted services during the period specified below.

School Name: Hapeville Charter Middle School
Contact Name: Stacy Henry
Contact Phone: 404-767-7730
School Year: 2008 - 2009 Assignment: Hapeville Charter Middle School

FINANCIAL TERMS OF THE CONTRACT ARE:

Speech
~~Occupational Therapy~~ Services at \$52.00 per hour.
Starting date: August 11, 2008 Ending date: May 27, 2009

This Agreement is contingent upon the person performing the services holding and furnishing to the School a valid Georgia Speech Pathologist license.

Contractor and Contractor's employees are not eligible for the employee benefits afforded regular full-time employees of the School.

Contractor is responsible for all local, state and federal taxes for its employees/subcontractors.

Contractor agrees to have its employees submit to and pay for a background check administered by the School.

Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice.

36. APPENDIX L - Waiver of State and Local Provisions

Hapeville Charter School wishes to waive the following from Title 20 of the Official Code of Georgia and Rule 160 of the State Board of Education.

36.1 Formation and Duties of Local School Councils

O.C.G.A. Section 20-2-85 and 20-2-86

A. Designate the performance to be improved:

Hapeville Charter School wants to create its own governance board to guide the progress of the school. This Board will be comprised of a majority elected parents, Founding Board members, and local community leaders who support and are invested in the success of this school. Granting this waiver permits Hapeville Charter School to be more efficient and timely in achieving its goals to provide a unique educational experience and venue for increased academic achievement for middle school students in the South Fulton area.

B. Describe how the charter will measure the improvement of such performance:

The governance board will be measured by the achievement toward the mission of Hapeville Charter School as found in section 5.3 of this petition.

C. Demonstrate how any such waiver does not undermine the intent of the waived state and local rules, regulations, and policies.

The requested waiver does not undermine, and is consistent with, the intent of the law to improve communication and participation of parents and the community in the operation of public schools. The governing board will reflect the educational needs of the larger community and is described in section 12.2 of this petition.

36.2 Class Size

O.C.G.A. Section 20-2-182(i) and SBE Rule 160-5-1-.08 Appendix A

A. Designate the performance to be improved:

Given the emphasis on language proficiency at Hapeville Charter School, class size may need to be altered to facilitate increased student achievement. The goal is to maintain an average class size of 20 students, but situations might arise where this is impractical given specific instructional formats, such as theatre or music. In such cases, student collaboration and learning would be improved through granting of this waiver.

B. Describe how the charter will measure the improvement of such performance:

The appropriate class sizes will be measured by the achievement toward the mission of Hapeville Charter School as found in section 5.3 of this petition.

C. Demonstrate how any such waiver does not undermine the intent of the waived state and local rules, regulations, and policies.

The requested waiver does not undermine, and is consistent with, the intent of the law and the State Board of Education rule to minimize class size so that each student receives optimal education instruction to improve student achievement. The school's estimated class size is included in section 3.5.1 of this petition.

36.3 Teacher Salary Schedules and Increases

O.C.G.A. Section 20-2-212, 20-2-212.1, 20-2-212.2 and SBE Rules 160-5-2-.04 and 160-5-2-.05

A. Designate the performance to be improved:

Hapeville Charter School wishes to waive the state teacher's salary schedules and increases requirements to ensure compensation aligns appropriately with teacher background and credentials and complements the ongoing development of the school's vision and instructional goals.

B. Describe how the charter will measure the improvement of such performance:

The value of determining compensation plans unique to Hapeville Charter School will be measured by the achievement toward the mission of Hapeville Charter School as found in section 5.3 of this petition.

C. Demonstrate how any such waiver does not undermine the intent of the waived state and local rules, regulations, and policies.

The requested waiver does not undermine, and is consistent with, the intent of the law and the State Board of Education regulation so establish a schedule of minimum salaries for services rendered.

To accomplish its mission, Hapeville Charter School will develop compensation plans for its faculty based on demonstrated abilities in teaching to ensure increased student achievement. Estimated faculty compensation is included in the Staffing Details section of the Operating Budget, Appendix A.

36.4 State Board to Prescribe Textbooks

O.C.G.A. Section 20-2-1010 and Electronic Format of Textbooks: O.C.G.A. Section 20-2-1015 and SBE Rule 160-4-4-.10(k)

A. Designate the performance to be improved:

This waiver provides the flexibility for Hapeville Charter School to implement a curriculum which may not yet be adopted by the State of Georgia, but would be in the best interest of continuous improvement in student achievement for our students. However, it is our goal to adopt curriculum approved by the State of Georgia.

B. Describe how the charter will measure the improvement of such performance:

The importance of flexibility in curriculum selection will be measured by the achievement toward the mission of Hapeville Charter School as found in section 5.3 of this petition.

C. Demonstrate how any such waiver does not undermine the intent of the waived state and local rules, regulations, and policies.

The requested waiver does not undermine, and is consistent with, the intent of the law and the State Board of Education regulation so establish a schedule of minimum salaries for services rendered.

The intent of any textbook selection for Hapeville Charter School will be to focus on the overall mission to improve student achievement and focus on accelerated learning for all.

36.5 School Administrator

O.C.G.A. Section 20-2-042 (1.1)

A. Designate the performance to be improved:

It is the intent of Hapeville Charter School to employ school administrators whose demonstrated qualifications and superb managerial skills fit the mission of the school. This waiver provides the flexibility for Hapeville Charter School to hire administrators, regardless of current certification status, to help lead the school toward fulfilling its mission.

B. Describe how the charter will measure the improvement of such performance:

The importance of flexibility in hiring administrators will be measured by the achievement toward the mission of Hapeville Charter School as found in section 5.3 of this petition.

C. Demonstrate how any such waiver does not undermine the intent of the waived state and local rules, regulations, and policies.

The requested waiver does not undermine, and is consistent with, the intent of the law and the State Board of Education regulation so establish a schedule of minimum salaries for services rendered.

Hapeville Charter School will hire qualified administrators based on their demonstrated academic and managerial abilities that are aligned with the school's mission.

36.6 Duty Free Lunch Period

O.C.G.A. Section 20-2-218

A. Designate the performance to be improved:

Hapeville Charter School requests the flexibility to construct a daily schedule that best meets the needs of both teachers and students. Situations may arise when it is appropriate to assign teachers to assist students during the lunch period. Having this option via the waiver enables Hapeville Charter School to manage financial resources and promote increased student-teacher time together to forge strong relationships in a venue outside the normal classroom toward increasing student performance and enhancing the closeness of the school community.

B. Describe how the charter will measure the improvement of such performance:

The importance of flexibility in developing staff schedules will be measured by the achievement toward the mission of Hapeville Charter School as found in section 5.3 of this petition.

C. Demonstrate how any such waiver does not undermine the intent of the waived state and local rules, regulations, and policies.

The requested waiver does not undermine, and is consistent with, the intent of the law to give teachers duty free time.

Hapeville Charter School recognizes the need for duty free time for its teachers as well as the positive social and leadership aspects of student-teacher interaction outside the normal classroom. This waiver affords the flexibility to make these scheduling decisions that are in the best interest of the school at the appropriate time. A table detailing the school's daily schedule is described in section 3.6

36.7 Approval of Plans and Specifications and School Size

SBOE Rule 160-5-4-.08 School Size, SBOE Rule 160-5-4-.10 Approval of Plans and Specifications, SBOE Square Footage Requirements for Developing Local Facilities Plans/Capital Outlay Plans.

A. Designate the performance to be improved:

In a continuing effort to provide the optimal environment for student learning, Hapeville Charter School requests this waiver to have the flexibility to construct or update a facility which meets the safety requirements of the State DOE and Fulton County Schools Facilities Departments. This waiver enables Hapeville Charter School to manage financial resources for the facilities requirements while focusing on the academic needs of the students.

B. Describe how the charter will measure the improvement of such performance:

The facilities approvals of the State DOE and Fulton County Schools Facilities Departments will be maintained as required by State and local rules and regulations.

C. Demonstrate how any such waiver does not undermine the intent of the waived state and local rules, regulations, and policies.

The requested waiver does not undermine, and is consistent with, the intent of the law to give teachers duty free time.

36.8 Minimum Acreage Requirement

State guideline

A. Designate the performance to be improved:

In a continuing effort to provide the optimal environment for student learning, Hapeville Charter School requests this waiver to determine a suitable campus environment in keeping with the mission of the school and sound financial management. The smaller sized land parcel of Hapeville Charter School will not impede student achievement because students will be able to utilize the facilities at the Hoyt Smith Recreation Center in Hapeville for physical education. Local parks and playing fields are also in very close proximity for use in the school's recreational events and practice sessions.

B. Describe how the charter will measure the improvement of such performance:

The importance of flexibility in locating on a smaller than normal land size will be measured by the achievement toward the mission of Hapeville Charter School as found in section 5.3 of this petition.

C. Demonstrate how any such waiver does not undermine the intent of the waived state and local rules, regulations, and policies.

The requested waiver does not undermine, and is consistent with, the intent of the law to ensure minimum acreage for public schools.

Plans to use the recreational facilities of the City of Hapeville (1) align with sound financial management and (2) serve to strengthen the school's visibility in the community as our students interact with well-established recreational programs.

36.9 Expenditure of Funds

O.C.G.A. Section 20-1-167

A. Designate the performance to be improved:

Hapeville Charter School, a start-up Fulton County charter school, is engaged in building and expanding a unique educational program over the duration of the charter term. In this regard, Hapeville Charter School requests to waive expenditure requirements of Quality Basic Education (QBE) funds. Hapeville Charter School plans to rollover residual funds to be used the following year to extend and improve Hapeville's instructional resources and programs versus returning these funds to the state. This flexibility will greatly increase Hapeville's ability to directly improve student academic performance and achievement across our curriculum.

B. Describe how the charter will measure the improvement of such performance:

The impact of this financial flexibility will be measured by the achievement toward the mission of Hapeville Charter School as found in section 5.3 of this petition.

C. Demonstrate how any such waiver does not undermine the intent of the waived state and local rules, regulations, and policies.

The requested waiver does not undermine, and is consistent with, the intent of the law to effectively and efficiently manage expenditures of QBE funds.

To accomplish the mission, Hapeville Charter School will manage prudently the rollover funds while utilizing the additional flexibility to advance the academic best interest of the student population and the community at large.

36.10 Teacher Certification

O.C.G.A. Section 20-2-200

A. Designate the performance to be improved:

This waiver is being requested to provide Hapeville Charter the flexibility of hiring post-secondary instructors from Atlanta Technical College (and other post-secondary institutions) for the instruction of the dual enrollment courses which will be scheduled for the Career Academy students at the high school levels. This request includes the waiver of Professional Standards Commission Rule 505-2-.09 1a as well.

B. Describe how the charter will measure the improvement of such performance:

The impact of this waiver will be measured by the achievement toward the mission of Hapeville Charter School as found in the assessment goals of this charter.

C. Demonstrate how any such waiver does not undermine the intent of the waived state and local rules, regulations, and policies.

The requested waiver does not undermine, and is consistent with, the intent of the law to effectively and efficiently manage expenditures of QBE funds.

37. APPENDIX M - Certificates of Occupancies

The next two pages include the current Certificates of Occupancies for Hapeville Charter School.



Certificate of Occupancy
City of Hapeville, Georgia
Department of Building Inspection

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction in regulating building construction or use. For the following:
Hapeville Middle School

Use Class (Section) Educational Reg. Para. 04-CO-10-053
Group E Type Construction VI Fire Dept. N/A
Owner of Building Hapeville United Methodist Church Address 3510 Atlanta Avenue
Business Address: 3535 S. Fullon Location Hapeville, Georgia 30354
Dr. Gary W. Martin by Ron Griffith
Date October 04, 2004

[Signature]
Inspector

NOT IN COMPLIANCE