

August 2, 2023

**Via Electronic Mail**

Grant Rivera, Superintendent  
Marietta City Schools  
250 Howard Street  
Marietta, Georgia 30060

**RE: Marietta City Schools Charter System Contract**

Dear Superintendent Rivera:

Congratulations! On May 11, 2023, the State Board of Education approved the renewal charter system contract for Marietta City Schools. Please find attached the executed contract. If you have any questions, please contact me via email at [yoshana.hill@doe.k12.ga.us](mailto:yoshana.hill@doe.k12.ga.us).

Sincerely,

Yoshana J. Hill  
Staff Attorney  
The Office of Policy, Flexibility, and External Affairs  
Georgia Department of Education

Enclosure

cc: Tiffany Taylor, Deputy Superintendent - Policy, Flexibility, & External Affairs, GaDOE  
Allen Mueller, Director - District Flexibility and Charter Schools Division, GaDOE



## CHARTER FOR MARIETTA CITY SCHOOLS

This Charter for Marietta City Schools (“Charter”) is entered into by the Marietta City Board of Education (“Local Board”) and the State Board of Education (“State Board”) (collectively referred to as “the parties”).

**WHEREAS**, the Local Board approved the petition proposing to establish a charter system pursuant to O.C.G.A. § 20-2-2060 *et seq.*, the Charter Schools Act of 1998 (“Charter Schools Act”);

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

**WHEREAS**, pursuant to O.C.G.A. § 20-2-2063.2, the State Board grants this Charter to permit the Local Board to establish a charter system as defined in O.C.G.A. § 20-2-2062 (“Charter System”) in accordance with the terms and conditions of this Charter.

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

1. **Definitions.** The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or State Board of Education rules or regulations, or the state accountability system, is amended otherwise.
  - a. **College and Career Academy:** A specialized school established as a charter school or pursuant to a contract for a strategic waivers school system or charter system, which formalizes a partnership that demonstrates a collaboration between business, industry, and community stakeholders to advance work force development between one or more local boards of education, a private individual, a private organization, or a state or local public entity in cooperation with one or more postsecondary institutions.
  - b. **College and Career Ready Performance Index (“CCRPI”):** A comprehensive school improvement, accountability, and communication platform for all educational stakeholders that will promote college and career readiness for all Georgia public school students.
  - c. **Elementary and Secondary Education Act as Amended (“ESEA as Amended”):** The federal education statute, originally passed by the U.S. Congress in 1965, that defines the

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role of the federal government in public education and authorizes many of the major federal education programs, including Title I. This Act was reauthorized by Congress in 2015 as the Every Student Succeeds Act (“ESSA”).

- d. **Georgia Department of Education (“GaDOE” or “Department”)**: The Georgia Department of Education is the state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
- e. **Georgia Milestones Assessment System (“Georgia Milestones”)**: The Georgia Milestone Assessment System is a state-required assessment system to measure student acquisition of the knowledge and skills set forth in the state standards. Georgia Milestones is a consistent testing program that will be administered across grades three through twelve in the content areas of Reading, English/Language Arts, Mathematics, Science, Social Studies, and Writing.
- f. **Local Educational Agency (“LEA”)**: A Local Educational Agency is the public authority legally constituted by the state as an administrative agency to provide control of and direction for kindergarten through Grade 12 public education institutions.
- g. **Material term or provision**: A material term or provision is an important or substantial aspect in this Charter. A change to a material term or provision may alter the rights, obligations, interests, or relations of the parties.
- h. **State Board of Education (“SBOE” or “State Board”)**: The State Board of Education is the constitutional authority that defines education policy for public K – 12 education agencies in Georgia.
- i. **State Performance Target**: The state performance target is set using all students with the goal of decreasing the percentage of students who are not proficient.

2. **Charter Term**. The State Board grants this Charter to the Local Board to operate a Charter System for a 5-year term beginning on July 1, 2023 and expiring on June 30, 2028

3. **Responsibility**. The Local Board shall ultimately be responsible for all duties to be performed by the Charter System and the schools within the Charter System under this Charter.

4. **Charter System Schools**.

- a. Except as expressly indicated herein, all schools with a CCRPI designation, including new

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schools opening during the term of this Charter, within the approved Charter System shall be Charter System Schools.

- b. The Charter System shall notify the Department of any new Charter System Schools prior to obtaining a School Code.
- c. Locally approved start-up charter schools, conversion charter schools with separate charters, and schools with admissions criteria, including, but not limited to, alternative education centers and magnet schools, shall be excluded from the Charter System.
- d. The following schools are not part of the Charter System: N/A [Type N/A if inapplicable].
- e. Any College and Career Academy (“CCA”) opened by or any existing CCA included in the Charter System must meet the definition of a College and Career Academy as defined in State Board Rule 160-4-9.04. The Charter System must notify the Department and the Technical College System of Georgia of the opening, and the College and Career Academy must meet the following requirements related to College and Career Academies:
  1. If an existing CCA is included in the Charter System, then the current CCA’s governing board would continue as the governing board of the College and Career Academy, using its current by-laws for operation and procedures for electing members.
  2. Provide a Roles and Responsibilities Chart between the College and Career Academy governing board, the charter system, and the CCA’s higher education and business partners that includes the following:
    - Information on the CCA’s decision making authority regarding personnel decisions, financial decisions, curriculum and instruction resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations;
    - Information on how the CCA will be funded by the District and other strategic partners; and
    - Information on the services and supports to be provided to the CCA by the District.
  3. The district’s charter system contract shall include the College and Career Academy as an Essential or Innovative Feature.

5. **Mission Statement.** The mission of the Charter System is to prepare each student to maximize career,

## CHARTER FOR MARIETTA CITY SCHOOLS

college, and life opportunities in partnership with families and the community.

6. **Essential or Innovative Features.** The Charter System shall implement, but is not limited to, the following innovations:
  - a. Implement a College and Career Academy
  - b. Utilize the Consolidation of Federal Funds initiative to meet the direct needs of students
  - c. Expand the Marietta Student Life Center beyond the high school to provide whole-child services to students throughout the K-12 spectrum
  - d. Implement strategies to increase dual enrollment and accelerated career diploma options to offer students even more opportunities
  
7. **Maximum Flexibility Allowed by Law.** In exchange for the Charter System's agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 9 below, the State Board shall grant the maximum flexibility allowed by law to the Charter System. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter System shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by the Local Board, the State Board or the Department. Notwithstanding this maximum flexibility, the Charter System and each Charter System School shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 18 below, and any rules, regulations, policies, or procedures established by the State Board or the Department consistent with the Charter Schools Act.
  
8. **Accreditation.** The district's accreditation pursuant to O.C.G.A. § 20-3-519(6)(A)(i) shall be maintained for the duration of the charter term.
  
9. **Performance-Based Goals and Measurable Objectives.** In exchange for the flexibility granted in Section 7 above, the Charter System agrees to meet or exceed the following performance-based goals and measurable objectives that are designed to result in improvement of student achievement as set forth by the State Board of Education and Local Board of Education in Appendix A incorporated into this Charter.
  
10. **Organizational Goals and Measurable Objectives.** In exchange for the flexibility granted in Section 7 above, the Charter System agrees to meet or exceed the organizational goals and measurable objectives that are designed to result in improvement of organizational efficiency and school-level governance as set forth in Appendix A incorporated into this Charter.
  
11. **Assessment and Accountability.** Notwithstanding Sections 7 and 9 above, each Charter System School is subject to all accountability and assessment requirements set forth within Title 20 of the Official Code of Georgia Annotated, including, but not limited to, the accountability provisions of O.C.G.A. §§ 20-14-

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30 through 49, O.C.G.A. § 20-2-73, the use of Teacher and Leader Effectiveness Systems, including Student Learning Objectives, and any corresponding rules and regulations. The Charter System Schools are also subject to all federal accountability requirements under the Elementary and Secondary Education Act, subject to any amendment, waiver, or reauthorization thereof.

12. **Annual Report.** The Charter System shall submit an annual report by November 1 of each year to the Georgia Department of Education. The annual report shall comply with all requirements set forth in O.C.G.A. § 20-2-2067.1(c), including, but not limited to, an indication of the Charter System's progress towards the goals and objectives stated in Section 9 above and all state-mandated assessment and accountability scores from the previous year, if available.
13. **Open Enrollment and Admissions.** The Charter System shall enroll students in its Charter System Schools per the terms of this Charter and in accordance with State Board rules. Each Charter System School shall comply with the open enrollment and admissions provisions set forth in O.C.G.A. § 20-2-2066. Enrollment shall be open to any student in accordance with the following criteria:
  - a. **Attendance Zone.** Enrollment shall be open to any student who resides within the attendance zone for the Marietta City School System. The attendance zone for each Charter System School shall be determined by the Marietta City School System.
  - b. **Admissions.** Charter System Schools may not use admissions criteria or applications that would not otherwise be used at a traditional public school, including, but not limited to, requests for letters of recommendation, essays, resumes, or information regarding a student's school or community activities, grades, test scores, attendance record, or disciplinary history. Charter System Schools may use applications for verifying students' residence within the Charter System School's attendance zone. Charter System Schools may gather supplemental information from students after enrollment is determined.
14. **Withdrawal Without Penalty.** The Charter System and each Charter System School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students.
15. **State and Federally Mandated Educational Services.**
  - a. **Students with Disabilities.** The Charter System and each Charter System School shall comply with all federal special education laws and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act. Special education teachers must have a bachelor's degree and must either be certified in special education or hold a special education license in Georgia.

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- b. **English Language Learners.** The Charter System and each Charter System School shall comply with all applicable federal laws and regulations relating to the provision of educational services to English Language Learners.
- c. **Remediation.** The Charter System and each Charter System School shall provide remediation in required cases pursuant to State Board of Education Rule 160-4-5-.01 and the Elementary and Secondary Education Act, subject to any amendment, waiver, or reauthorization thereof.

### 16. Governance Structure.

- a. **Governing Body.** Each Charter System School shall utilize a Governing Council as its governing body, which shall operate with the intent and purpose of maximizing school-level decision making. The Governing Councils shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law. For the purposes of the Appendices attached to this Charter, the Governing Councils shall be designated as the School Governance Teams (“SGTs”).
- b. **School-Level Governance.** The Governing Councils shall maximize school-level governance, which is defined as decision-making authority in personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations.
- c. **Control and Management by Local Board.** The Governing Council at each Charter System School shall be subject to the control and management of the Local Board.
- d. **Function.** It shall be the function of the Governing Councils to maximize school-level governance, uphold the Charter System’s mission and vision, set policy for each Charter System School, ensure effective organizational planning, and ensure that Performance-based Goals and Measurable Objectives set forth in Sections 9 and 10 are met.
- e. **Decision-Making Authority.** The decision-making authority of the principal of each Charter System School, the School Governing Council of each Charter System School, and the Local Board in personnel decisions, including hiring school principals and teachers; financial decisions; curriculum and instruction; resource allocation; establishing and monitoring the achievement of school improvement goals; and school operations shall be implemented.
- f. **Annual Training.** The Local Board shall adopt an annual training program that includes, at a minimum, an explanation of charter system culture and expectations. All Local Board members, all Governing Council members, the Superintendent, key Local District staff, and principals of Charter System Schools shall be trained.

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- g. **Public Meetings.** The Governing Councils are subject to and shall comply with the Open and Public Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, and any subsequent amendment thereof. The Governing Councils shall conduct regular meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of each Charter System School.
- h. **Public Records.** The Governing Councils are subject to and shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, and any subsequent amendment thereof. The Governing Councils shall maintain their adopted policies, budgets, meeting agendas and minutes and shall make such documents available for public inspection.
- i. **Conflicts of Interest.** The Charter System shall establish a formal policy to prevent and disclose conflicts of interest. Members of the Governing Councils and Charter System School employees shall abide by such conflicts of interest policy.
- j. **Public Status.** The Local Board assures that each Charter System School shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia. The Local Board further assures that the Charter System Schools shall not be home based.
- k. **Governance Council Compensation.** The Charter System shall not compensate Governance Council members in excess of reasonable expenses incurred in connection with actual attendance at council meetings or with performance of duties associated therewith.

### 17. Fiscal Control.

- a. **Annual Audit.** The Charter System shall be subject to an independent annual financial audit conducted by the Georgia Department of Audits and Accounts or an independent CPA licensed in Georgia as required by law.
- b. **Federal Funding and Monitoring Requirements.** Each Charter System School shall comply with all federal eligibility and monitoring requirements related to the receipt of federal funds.
- c. **Insurance.** The Charter System shall obtain adequate insurance coverage and the Charter System shall maintain such coverage throughout the Charter term in accordance with the laws of the State of Georgia.
- d. **Responsibility for Debts.** The Charter System is solely responsible for all debts incurred by



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the Charter System and its governing body. Except as agreed hereto, the State Board shall not be contractually bound to the Charter System or to any third party with whom the Charter System has a contract or from whom the Charter System has purchased goods or services.

18. **Compliance with Other Laws, Rules, and Regulations.** The Charter System and each Charter System School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia and all applicable federal, state, and local laws that may not be waived pursuant to O.C.G.A. § 20-2-2065, including the following, which are listed by way of example and not by way of limitation.
- a. **Civil Rights, Insurance, Health and Safety and Conflicting Interests.** The Charter System and each Charter System School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct.
  - b. **Asbestos Remediation.** The Charter System and each Charter System School shall comply with the terms of any applicable asbestos remediation plan.
  - c. **Unlawful Conduct.** The Charter System and each Charter System School shall be subject to all laws relating to unlawful conduct in or near a public school.
  - d. **Student Conduct and Discipline.** The Charter System and each Charter System School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.
  - e. **State Board of Education Rules.** The Charter System and each Charter System School shall operate in accordance with all State Board of Education Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 7 above.
  - f. **Prohibition on Discrimination.** The Charter System and each Charter System School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, academic ability, the need for special educational services, or any other characteristic protected by local, state, or federal law.
  - g. **Reporting Requirements.** The Charter System and each Charter System School shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320 and 20-2-740.
  - h. **Tuition.** The Charter System and each Charter System School shall not charge tuition or fees to its students except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.

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- i. **Brief Period of Quiet Reflection.** The Charter System and each Charter System School shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
  - j. **Individual Graduation Plans.** The Charter System and each Charter System School shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.
  - k. **Family Educational Rights and Privacy Act.** The Charter System and each Charter System School are subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. In the event a Charter System School closes, it shall transmit all official student records in the manner prescribed by the State Board of Education or the Georgia Department of Education.
  - l. **QBE Formula Earnings.** The Charter System acknowledges that criteria used to calculate Quality Basic Education (“QBE”) funding may not be waived.
  - m. **Funding.** The Charter System acknowledges that, although becoming a Charter System provides a district maximum flexibility, waivers cannot be used to generate additional funding.
  - n. **Early Intervention Programs.** The Charter System shall comply with O.C.G.A. § 20-2-153 related to early intervention programs.
19. **Compliance with Rules, Practices, Policies, and Procedures of the Department.** The Charter System shall operate in accordance with the rules, practices, policies, and procedures established by the State Board and the Department.
20. **Employment Matters.** Individuals employed at each Charter System School shall not be considered employees of the State Board or Department.
- a. **Background Checks.** Each Charter System School shall continue to utilize background check procedures and shall ensure that all prospective employees or any individual that will have substantial contact with students undergo a fingerprinting and background check prior to beginning work at a Charter System School or having contact with students.
  - b. **Teachers’ Retirement System.** All qualified teachers at each Charter System School shall be members of the Teachers Retirement System of Georgia (“TRS”) and subject to its requirements. The Charter System is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements.
21. **Record Inspection.** Subject to state and federal laws, the Local Board, the State Board, the Department

## CHARTER FOR MARIETTA CITY SCHOOLS

and its agents, and the State Auditor's office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student at each Charter System School.

### 22. Facilities.

- a. Should the Charter System choose to participate in capital outlay pursuant to O.C.G.A. §§ 20-2-260 through 20-2-262, the Charter System shall meet all applicable laws, rules, and regulations.
- b. Should the Charter System choose to not participate in capital outlay pursuant to O.C.G.A. §§ 20-2-260 through 20-2-262, the Charter System shall meet the following requirements:
  - i. **Approval of Site and/or Facility.** The Charter System shall maintain proper approval for all sites and/or facilities and obtain proper approval for all new sites and/or facilities, prior to commencing any new construction, and prior to student occupation of any new facilities. The Charter System shall contact the Georgia Department of Education's Facilities Services Division regarding the following:
    1. **Site Approval.** The Charter System shall maintain site approval received from the Facilities Services Division and obtain site approval for any new sites. Once new site approval has been granted, the Charter System will be issued an additional site code. The Charter System shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to site approval of any new sites and/or facilities.
    2. **Architectural Review.** The Charter System shall submit and have approved by the Facilities Services Division all architectural plans for any new facility that will house any part of the Charter System or Charter System School during the Charter term. The Charter System shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to architectural review of the new facility.
    3. **School Code Approval.** After securing both site approval and architectural review approval a new school code shall be obtained for the new site and/or facility. The Charter System shall properly obtain a school code prior to occupancy of the new site and/or facility.
  - ii. Prior to the beginning of the Charter term, the Charter System shall obtain documentation from the Facilities Services Unit that the Department is in possession of the following documents for each Charter System School:

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1. **Documentation of Ownership or Lease Agreement.** The Charter System shall obtain documentation of ownership or the lease agreement for each Charter System School.
  2. **Certificate of Occupancy.** The Charter System shall obtain a Certificate of Occupancy for each Charter System School.
  3. **Emergency Safety Plan.** The Charter System shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185. This plan for every Charter System School shall be submitted to the local emergency management agency and the local law enforcement agency for approval.
    - c. The Charter System further agrees that the list of requirements with regard to Facilities contained herein may not be exhaustive to the extent that they impact student health and safety. Therefore, the Charter System should approach the Facilities Services Unit prior to committing to any certificate of lease or ownership, allowing any construction to commence, or allowing student occupation of a facility.
23. **Grant Programs.** To the extent that the Charter System wishes to participate in a state or federal grant program, the Charter System hereby acknowledges that the requirements of the grant program may not be waivable.
24. **Transportation.** The Charter System and each Charter System School shall comply with all applicable laws governing transportation of students.
25. **Food Services.** The Charter System and each Charter System School shall comply with all applicable laws governing food service for students.
26. **Agreements with Local Board.** This Charter shall not preclude any Charter System School from entering into an agreement with the Local Board, provided no such agreement supersedes, overrides, or conflicts with any provision of this Charter.
27. **Termination of Charter.**
- a. **Termination Procedures.** The parties acknowledge and agree that this Charter may be terminated following the procedures set forth in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.
  - b. **Requests for Termination.** The termination of this Charter may be requested by any School

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Governing Council following the procedures set forth in O.C.G.A. § 20-2- 2068 (b) and the accompanying State Board Rule.

- c. **Termination Grounds.** In accordance with Sections 27(a) and (b), the State Board may terminate this Charter based on any of the following grounds:
- i. The Charter System’s failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;
  - ii. The Charter System’s failure to adhere to any material term of this Charter, including but not limited to the performance goals set forth in Section 9 above;
  - iii. The Charter System’s failure to meet generally accepted standards of fiscal management;
  - iv. The Charter System’s violation of applicable federal, state, or local laws, or court orders;
  - v. The Charter System’s failure to comply with any provision of O.C.G.A. § 20-2-2065;
  - vi. The existence of conditions that place the health, safety, or welfare of students or staff of the Charter System in danger; or
  - vii. Other sufficient grounds the State Board finds appropriate to terminate the Charter as a result of evidence presented at the hearing on a request for termination.

### 28. **Suspension.**

- a. **Pre-Opening Suspension.** In the event the Charter System fails to comply with any provision set forth in this Charter that requires compliance prior to the opening of any Charter System School, the conversion to a Charter System may be suspended until a time after all requirements have been fulfilled by the Charter System and as determined by the Department. Suspension shall not result in an extension of the Charter term set forth above in Section 2.
- b. **Emergency Suspension.** In the event of an emergency, as solely determined by the State Board, the State Board, through a regular or special-called meeting, may suspend the operations of the Charter System until a termination hearing can be conducted, as set forth in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.

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### 29. **Renewal, Non-Renewal, and Probationary Status.**

- a. **Renewal.** The Charter may be renewed by agreement of the parties following the procedures set forth in the Charter Schools Act and accompanying State Board Rule.
- b. **Non-Renewal.** Any grounds for termination stated in Section 27(c) above may also be grounds for non-renewal. In addition, the State Board may elect not to renew the Charter if the petition for renewal does not comply with the Charter Schools Act and the rules, regulations, policies, and procedures promulgated in accordance with the Charter Schools Act or if the State Board deems that the Charter System or a Charter System School has not sufficiently increased student achievement or is no longer in the public interest.
- c. **Probationary Term.** In the event the State Board determines that the Charter System has failed to comply with any provision of this Charter, the State Board may elect to grant a renewal for a probationary term, within which term the Charter System must come into compliance satisfactory to the Department.

30. **Interventions and Sanctions.** The State Board shall impose one or more of the interventions or sanctions identified in O.C.G.A. § 20-14-41 and O.C.G.A. § 20-14-45 through § 20-14-49 for the Charter System and Charter System Schools that receive an unacceptable rating on student achievement, achievement gap closure, student progress, or any combination thereof.

31. **Temporary Extension.** At the discretion of the Department and the local Superintendent, a Charter System may be extended for a grace period not exceeding sixty (60) days.

32. **Amendments to Charter.** Any material term of this Charter, to be determined by the Department, may be amended in writing upon the approval of the Local Board and the State Board. Any proposed amendment shall be made in accordance with O.C.G.A. § 20-2-2067.1 and the accompanying State Board Rule.

33. **Administrative Clarifications.** Any request for a clarification to a non-material term of this Charter, to be determined by the Department, shall be submitted in writing to the Department for review. Any non-material term of this Charter may be clarified upon written approval of the Department.

34. **Non-Agency.** The parties expressly acknowledge and agree that the Charter System is not acting as the agent of the State Board, or the Department, except as required by law or this Charter. The Charter System acknowledges that it is without authority to, and will not, extend the faith and credit of the State Board or the Department to any third party.

35. **Delegation.** The parties agree and acknowledge that the functions and powers of each party may be

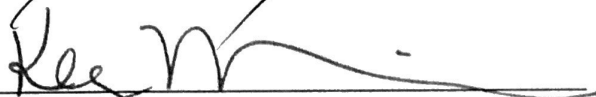
## CHARTER FOR MARIETTA CITY SCHOOLS

exercised only by each party and may not be delegated to a third party without written agreement by the parties.

36. **Application of Amended Law.** This Charter is subject to applicable federal and state laws, rules, regulations, and state accountability requirements. Any amendments to laws, rules, regulations, or state accountability requirements cited herein will result in the correlative and immediate modification of this Agreement without the necessity for executing a written amendment.
37. **Headings.** Section headings are for convenient reference only and are not part of the Charter or in any way to enlarge or limit any Section's contents.
38. **Non-Waiver.** No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.
39. **Severability.** If any provision of the Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in full force and effect.
40. **Contradicting or Conflicting Provisions.** If any provision of the Charter is determined to contradict or conflict with any other provision of the Charter, the contradiction or conflict shall be resolved in favor of the broad flexibility guaranteed pursuant to O.C.G.A. § 20-2-2065 *et seq.*
41. **Governing Law and Venue.** This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. Any action brought by one party to this Charter against another party shall be brought in the Superior Court of Fulton County.
42. **Entire Agreement.** This Charter sets forth the entire agreement between the Local Board and the State Board with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Local Board and the State Board are superseded by this Charter. The petition submitted to and approved by the Local Board serves only as the formal application for the Charter System and does not constitute a contract or any type of agreement between the State Board and the Local Board.
43. **Counterparts.** The Parties agree that this Agreement may be executed in one or more counterparts which, when taken together, shall constitute one Agreement. All faxed or scanned and emailed counterpart signature copies of this Agreement shall be as effective and binding as original signatures.

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\_\_\_\_\_  
Chairperson, STATE BOARD OF EDUCATION (Date) 7-19-23

  
\_\_\_\_\_  
Chairperson, MARIETTA CITY SCHOOLS BOARD OF EDUCATION (Date) 7-5-23

  
\_\_\_\_\_  
Superintendent, MARIETTA CITY SCHOOLS (Date) 7-5-23



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## Appendix A – Charter Accountability and Interventions

The State Board shall hold the Charter System accountable for the full performance of each of the academic goals listed below.

*Note: Accountability for the last year of the charter term will occur during the first year of a renewal charter, if granted.*

**Goal 1:** During each year of its charter term, the percentage of Charter System Schools that achieve at least one of the following three measures shall increase by at least 10% of the gap between 100% and the previous year's percentage of Charter System Schools that achieve at least one of the following three measures.

- a. Increase the CCRPI Content Mastery score each year while Content Mastery is below 90.
- b. Increase the CCRPI Progress score each year while Progress is below 90.
- c. Increase CCRPI by 4% of the gap between 100 and the previous year's CCRPI while CCRPI is below 90.

**Goal 2:** During each year of its charter term, the total number of Charter System Schools that achieve a School Climate Star Rating of 4 or 5 stars will increase by 5% of the gap between 100% and the previous year's percentage of schools with a School Climate Star Rating of 4 or 5 stars.

**Goal 3:** The Charter System will operate in a fiscally sound manner as measured by not being designated a financial high-risk system as determined by the Department of Audits and Accounts ("DOAA") and GaDOE.

**Goal 4:** The Charter System will foster individual school-level governance.

**Measure 1:** All School Governing Team members will complete annual governance training.

**Measure 2:** All School Governing Teams will meet a minimum of six times each school year.

**Measure 3:** All School Governing Teams will have representation from a variety of stakeholders, such as teachers, parents, and community leaders.

**Measure 4:** The charter system will create a spreadsheet listing the decisions being made by each School Governing Team in the areas of personnel, finances and resource allocation, curriculum and instruction, and establishing and monitoring the achievement of school improvement goals and school operations. This spreadsheet must be updated quarterly and maintained through the duration of the charter term. In addition to submitting the spreadsheet with its Annual Report, the district shall also submit it upon GaDOE's request.

### Interventions

1. The Charter System will implement the following consequences at all Charter System Schools not meeting Goal 1:

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- a. A Charter System School that did not meet Goal 1 by the end of Year 1 of the charter will implement a targeted school improvement plan (by August of Year 2 of the charter) that addresses its specific achievement deficiencies, if data is available. The targeted school improvement plan will be approved and monitored by the district throughout the academic year.
- b. In a Charter System School that did not meet Goal 1 for three consecutive years during the charter term, the Charter System will apply direct school management support and intensive teacher development support as outlined in a jointly developed school improvement plan between the school leadership and district leadership staff. Implementation will begin in the school year beginning in the following calendar year.

2. The Charter System will implement the following consequences at all Charter System Schools not meeting Goal 2:

- a. A Charter System School that did not meet Goal 2 by the end of Year 1 of the charter will implement a targeted school climate plan (by August of Year 2 of the charter) that addresses the specific school climate deficiencies, if data is available. The targeted school climate plan will be approved and monitored by the district throughout the academic year. If the school is subject to a targeted school improvement plan for failure to meet Goal 1, the targeted school climate plan will be embedded within the targeted school improvement plan.
- b. In a Charter System School that did not meet Goal 2 for three consecutive years during the charter term, the Charter System will apply direct school management support and intensive school climate support as outlined in a jointly developed school climate plan (or targeted school improvement plan if the school also failed Goal 1) between the school leadership and district leadership staff. Implementation will begin in the school year beginning in the following calendar year.

3. The Charter System will implement the following consequences if it does not meet Goal 3.

- a. The Charter System will submit to DOAA and/or GaDOE for approval a written corrective action plan.
- b. The Charter System will implement the approved corrective action plan.
- c. The Charter System will participate in annual trainings offered or required by DOAA and/or GaDOE to address the risk.

4. The Charter System will implement the following consequences at all Charter System Schools not meeting Goal 4.

- a. A Charter System School that did not meet Goal 4 by the end of Year 1 of the charter will implement a targeted school governance team plan (by August of Year 2 of the charter) that addresses the specific school governance team deficiencies, if data is available. The targeted school governance team plan will be approved and monitored by the district throughout the academic year. If the school is subject to a targeted school improvement plan for failure to meet Goal 1, the targeted school governance team plan will be embedded within the targeted school improvement plan.
- b. In a Charter System School that did not meet Goal 4 for three consecutive years during the charter term,

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the Charter System will apply direct school management support and intensive school climate support as outlined in a jointly developed school governance team plan (or targeted school improvement plan if the school also failed Goal 1) between the school leadership and district leadership staff. Implementation will begin in the school year beginning in the following calendar year.

5. In a Charter System School that did not meet Goal 1, Goal 2, or Goal 4 for four consecutive years during the charter term, the Charter System will apply consequences from O.C.G.A. § 20-14-41 as approved by the State Board of Education.

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**Appendix B - School-Level Governance Decision-Making Matrix**

|  | <b>Minimum LSGT Authority</b>   | <i>How and When</i><br><b>Minimum Authority</b> will be Implemented   | <b>Additional LSGT Authority*</b>   | <i>How and When</i><br><b>Additional Authority</b> will be Implemented   |
|--|---|---|---|--|
| <b>Personnel Decisions</b>                         | LSGTs shall recommend the principal or school leader for selection by the BOE   | Recommends principal candidate in the case of a vacancy, except in the case of an administrative transfer by the Superintendent | Examples include: Input on principal goals, feedback on principal performance, type and qualifications of all positions, requirements for substitutes, attributes and qualifications for school administrative positions, distribution methods for incentive funds                          | Provides feedback on principal performance related to implementation and management of school improvement plan and areas of local school governance. |
| <b>Financial Decisions and Resource Allocation</b> | LSGTs shall have input into the final recommendations for the school budget, including number and type of personnel, curriculum costs, supply costs, equipment costs and maintenance and operations costs | Approves proposed school budget and allocations before submission to Superintendent.  | Examples include: School budget approval, budget priorities aligned with school improvement plan, use of charter system funds, vendors for school resources, fundraising budget   | Approve use of school charter system funds.  |
| <b>Curriculum and Instruction</b>                  | LSGTs shall have input into the selection of the curriculum and accompanying materials consistent with the district's Essential and Innovative Features as included in the charter contract               | Proposes research-based instructional innovations aligned to the SIP and student data to the Superintendent.                    | Examples include: approval of instructional delivery innovations that would traditionally require a waiver, approval of instructional programs and materials consistent with innovations, graduation requirements, new course offerings, opportunities for student acceleration/remediation | Monitors results of approved innovations.  |

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|   |  |  |   |  |
|---|--|--|---|--|
| <p><b>Establishing and monitoring the achievement of school improvement goals</b></p> | <p>LSGTs shall approve the school improvement plan and provide oversight of its implementation</p>                 | <p>Participates in development and approves School Improvement Plan (SIP) - Monitors implementation of the SIP</p> | <p>Examples include: LSGT members serving as members of the school improvement planning team, LSGT approval of any innovations that would traditionally require a waiver of state law</p>   | <p>Proposes research-based instructional innovations aligned to the SIP and student data to the Superintendent. Monitors results of approved innovations</p> |
| <p><b>School Operations</b></p>   | <p>LSGTs shall have input into school operations that are consistent with school improvement and charter goals</p> | <p>Adopts unified dress code according to BOE policy and approves parent engagement guidelines.</p>                | <p>Examples include: approval of use of instructional time during school day, partners in education, co-curricular and extra-curricular activities, stakeholder surveys, parent involvement, communications strategies, school-level policies, volunteer support, field trips, fundraisers, student dress code, student discipline plan</p> | <p>Develops school-wide discipline plan based on BOE behavior code.</p>  |

**\*The LBOE retains its constitutional authority**