

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

This Charter for DeKalb Agriculture Technology & Environment, Inc. (“Charter”) is entered into by and among DeKalb Agriculture Technology & Environment, Inc. (“Petitioner”), the DeKalb County School District (“Local Board”), and the State Board of Education (“State Board”) (collectively referred to as “the parties”).

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

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

WHEREAS, pursuant to O.C.G.A. § 20-2-2064.1, the State Board grants this Charter to permit Petitioner to operate the DeKalb Agriculture Technology & Environment, Inc. (“the Charter School”) in accordance with the terms and conditions of this Charter.

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

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

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

- limited to, curriculum design, professional development, student assessments, financial and operational management, facilities management, and human resources management. An ESP may include Education Management Organizations (“EMOs”), Charter Management Organizations (“CMOs”), Education Service Organizations (“ESOs”), and others.
- d. **Office of Charter School Compliance (“OCSC”)**: The Office of Charter School Compliance is the state office charged with the fiscal and administrative management of certain aspects of Georgia’s locally-approved charter school program. Such management is subject to supervision and oversight by the State Board of Education.
 - e. **Georgia Milestones Assessment System (“Georgia Milestones”)**: The Georgia Milestones 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.
2. **Charter Term**. This Charter is for Petitioner to operate the Charter School for a 5-year term beginning on July 1, 2026 and expiring on June 30, 2031.
3. **Grade Range and Enrollment**. The Charter School shall serve grades K-8. The Charter School’s total enrollment shall not exceed 788 students during the term of the Charter. If the Charter School seeks to exceed the enrollment of 788 students, it must seek an amendment to this Charter, to be agreed upon by each of the parties to this Charter. Any adjustments to the Charter School’s annual enrollment projections, up to the enrollment cap identified in this Charter, must be formally approved by the Local Board, which agrees to fund any additions above the annual projection for which it approves for the remainder of this Charter. Pursuant

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

to O.C.G.A. 20-2-2068.1(i)(1), the Local Board shall utilize the weighted average of the Charter School's FTE to project funding for the following fiscal year unless the Charter School is in its first year of operation, its first year offering a new grade level, or has provided the Local Board with evidence that the Charter School's enrollment will exceed two (2) percent that the Local Board agrees is justified, reasonable, and within the agreed upon enrollment cap identified in this Charter. If the Charter School's enrollment is expected to grow for any of these reasons, the Local Board shall review the Charter School's projected enrollment estimates and determine the appropriate projected enrollment number to utilize. Pursuant to O.C.G.A. 20-2-2068.1(i)(1), after the initial student count during the year for which the Charter School received forward funding, the Charter School's enrollment shall be based on the actual enrollment in the current school year according to the most recent student count.

4. **Mission Statement.** The mission of the Charter School is to educate students about the need to consider environmental, agricultural, and technological ramifications to improve conditions and other business decisions, via a hands-on, community-oriented instructional curriculum.
5. **Essential or Innovative Features.** The Charter School will offer the following essential or innovative features during the Charter term:
 - Environmental Sciences
 - Agricultural Sciences
 - Technology Sciences
6. **Maximum Flexibility Allowed by Law.** In exchange for the Charter School's agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 8 below, the State Board shall grant the maximum flexibility allowed by law to the Charter School. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by a local board of education, the State Board, or the OCSC. Notwithstanding this maximum flexibility, the Charter School shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 16 below, and any rules, regulations, policies, or procedures established by the State Board or the OCSC consistent with the Charter Schools Act.
7. **Accreditation.** If the Charter School serves grades 8-12, the Charter School shall maintain accreditation from an approved accrediting agency identified in O.C.G.A. § 20-3-519(6)(A)(i).
8. **Performance-based Goals and Measurable Objectives.** In exchange for the flexibility granted in Section 6 above, the Charter School agrees to meet or exceed the performance-based

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

goals and measurable objectives that are designed to result in the improvement of student achievement as set forth by the State Board and Local Board in Appendix A (Charter Accountability and Consequences), which is incorporated in and attached to this Charter.

9. Comprehensive Performance Framework and Performance Expectations.

- a. **Incorporation Into Charter Contract.** The Local Comprehensive Performance Framework (LCPF) adopted by the OCSC and approved by the State Board shall be incorporated into the Charter as Exhibit A. The LCPF shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the LCPF or this charter contract. The specific terms, forms and requirements of the LCPF, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the OCSC and will be binding on the Charter School. Material amendments to the LCPF shall be automatically incorporated into this Charter Contract upon State Board approval without further amendment to the Charter Contract. If such modifications or amendments are required, including modifications to address amended laws, the OCSC will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the LCPF.
- b. **Performance Expectations.** The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the LCPF shall provide the basis upon which the State Board and the local authorizer will decide whether to renew the Charter School's Charter Contract at the end of the charter term. This section shall not preclude the State Board and the local authorizer from considering other relevant factors in making renewal decisions.

10. Assessment and Accountability. Notwithstanding Sections 6, 8, and 9, above, the Charter School is subject to all accountability and assessment requirements set forth within Title 20 of the Official Code of Georgia Annotated, including, but not limited to, the accountability provisions of O.C.G.A. §§ 20-14-30 through 41, and any corresponding rules and regulations. The Charter School is further subject to all federal accountability requirements under the ESEA as Amended, subject to any amendment, waiver, or reauthorization thereof.

11. Annual Report. The Charter School shall submit an annual report by November 1 of each year to the OCSC. 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 School's progress towards the goals and objectives stated in Appendix A below and all state-mandated assessment and accountability scores from the previous year, if available. The Charter School shall post the annual report on the school's website and make copies available to the community.

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

12. Open Enrollment and Admissions. The Charter School shall comply with the open enrollment and admissions provisions set forth in O.C.G.A. § 20-2-2066. Enrollment shall be open to any student in accordance with the following criteria:

1. **Attendance Zone.** The attendance zone for the Charter School shall be the DeKalb County School System.
2. **Application.** To be eligible for enrollment at the Charter School, students residing in the attendance zone must submit a timely application to the Charter School in accordance with the deadline set by the Charter School. The Charter School may use applications only for the purpose of verifying the student's residence within the school's attendance zone and grade level and to obtain information to establish weights in an enrollment lottery, if applicable. The Charter School may not use admissions criteria or applications that would not otherwise be used at a traditional public school, including, but not limited to, requests for letters of recommendation, essays, resumes, or information regarding a student's school or community activities, grades, test scores, attendance record, or disciplinary history. The Charter School may gather other relevant information from students after enrollment is determined.
3. **Annual Enrollment.** The Charter School must offer at least one annual enrollment opportunity for each grade level served for which space is available.
4. **Random Lottery.** If the number of timely applicants received by the Charter School exceeds the approved enrollment cap or the capacity of a program, class, grade level, or building, the Charter School shall ensure that such applicants have an equal chance of being admitted through a random selection process in accordance with O.C.G.A. § 20-2-2066(a)(1)(A), except for educationally disadvantaged students who may be provided an increased chance of admission through a weighted lottery. The Charter School shall not conduct more than one lottery, per grade, per admissions cycle.
5. **Statutory Enrollment Priorities.** In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School shall give enrollment priority to the following categories of applicants and in the following priority: Siblings.
6. **Weighted Lottery.** In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School may utilize a weighted lottery to provide an increased chance of admission to educationally disadvantaged students, as defined by State Board Rule.

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

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

may withdraw without penalty from the Charter School at any time and enroll in another public school in the local school system in which such student resides.

14. State and Federally Mandated Educational Services.

1. **Students with Disabilities.** The Charter School shall comply with all federal and state special education laws, rules, 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.
2. **English Learners.** The Charter School shall comply with all applicable federal and state laws, rules, and regulations relating to the provision of educational services to English Learners.
3. **Remediation.** The Charter School shall provide remediation in required cases pursuant to State Board Rule 160-4-5-.01 and ESEA as Amended, subject to any amendment, waiver, or reauthorization thereof.

15. Governance Structure.

1. **Governing Board.** The Charter School shall utilize an autonomous governing body in the form of a Governing Board, which shall operate in accordance with its bylaws and Appendix B (Locally-Approved Charter School Partners Roles and Responsibilities Chart) of this Charter and which shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law. Appendix B is incorporated in and attached to this Charter.
2. **Function.** It shall be the function of the Governing Board to uphold the Charter School's mission and vision, to set policy for the Charter School, to work collaboratively with school officials to ensure the Charter School complies with the performance goals enumerated in Appendix A, to ensure effective organizational planning, and to ensure financial stability of the Charter School.
3. **Autonomy.** The Governing Board shall exercise substantive control over such areas as policy, personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations, which are listed by way of example and not by limitation.

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

4. **Annual Training.** The Governing Board shall receive initial training and annual training thereafter. Pursuant to O.C.G.A § 20-2-2072 and State Board Rule 160-4-9.06, the training shall include, but not be limited to, the best practices on school governance, the constitutional and statutory requirements relating to public records and meetings, and the requirements of applicable statutes and rules and regulations.
5. **Public Meetings.** The Governing Board and its meetings, including emergency meetings, are subject to and shall comply with the Open and Public Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, and any subsequent amendment thereof. The Governing Board shall conduct regular meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the Charter School.
6. **Public Records.** The Governing Board is subject to and shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, and any subsequent amendment thereof. The Governing Board shall maintain its adopted policies, budgets, meeting agendas, and minutes, and shall make such documents available for public inspection. The Charter School shall make the minutes of all Governing Board meetings available on its website within ten (10) business days after Governing Board approval and for the duration of the Charter.
7. **Conflicts of Interest.** The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest. Members of the Governing Board and all individuals employed at the Charter School shall abide by such conflicts of interest policy. Upon request, the Charter School shall provide conflict of interest forms to the Local Board or OCSC demonstrating that Governing Board members are in compliance with the conflicts of interest policy.
8. **Public Status.** Petitioner assures that the Charter School shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia. Petitioner further assures that the Charter School shall not be home based.
9. **Board Compensation.** Petitioner shall not compensate members of the Charter School's Governing Board in excess of reasonable expenses incurred in connection with actual attendance at board meetings or with performance of duties associated therewith.

16. Fiscal Control.

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

1. **Financial Reporting Requirements.** The Charter School shall follow the financial requirements of the Charter Schools Section of the Department of Education's Financial Management for Georgia Local Units of Administration Manual. The Charter School shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.
2. **Annual Audit.** The Charter School shall have an annual financial audit.
 1. The financial audit shall be conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit its annual financial audit to the State of Georgia by November 1st each year.
 2. A separate audit shall not be required for a school if the Charter School is included in the local school system audit conducted pursuant to O.C.G.A. § 50-6-6, but the Charter School will submit the local school system's audit to the State of Georgia by November 1st each year.
3. **Base Per-Pupil Funding.** The base per-pupil funding amount is the local school system's good-faith estimate for the Charter term. Based on this estimate, the Local Board shall fund the Charter School at no less than a per-pupil base rate of \$12,000, provided that the amount of revenue received by the local school system is equal to the amount of state and local revenue on which the good faith estimate is based.
4. **Chief Financial Officer.** The Charter School shall designate a Chief Financial Officer, who shall possess the following minimum qualifications:
 1. A baccalaureate or higher degree in business, accounting, or finance from an accredited college or university and a minimum of four (4) years' experience in a field related to business or finance; or
 2. Documented experience of ten (10) or more years in the field of business and financial management.
5. **Federal Funding and Monitoring Requirements.** The Charter School shall comply with all federal eligibility and monitoring requirements related to the application for and receipt of federal funds.
6. **Insurance.** The Charter School shall obtain adequate insurance coverage and the Charter School shall maintain such coverage throughout the Charter term in accordance

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

with the laws of the State of Georgia. The Charter School shall obtain a Certificate of Insurance which shall name the Local Board and the State Board as additional insureds.

7. **Surplus Funds.** Any surplus funds remaining at the close of each fiscal year will be used to enhance the Charter School's academic program. Under no circumstances shall any surplus be distributed to the Charter School's employee(s), Governing Board member(s), or Education Service Provider. Nothing in this section shall be construed to prevent the Charter School from setting aside surplus funds in a reserve account or budgeting and awarding performance bonuses as part of their annual operating expenses.
8. **Federal Funding – Proportionate Share and In-Kind Services.** The Local Board shall distribute to the Charter School the proportionate amount of federal funds for which the Charter School is eligible under each federal program. Notwithstanding, the Petitioner and Local Board may enter into a two-party agreement that identifies how some or all of the Charter School's proportionate amount will be satisfied through the provision of in-kind services by the Local Board. The State Board is not a party to the in-kind services agreement. However, in accordance with O.C.G.A. § 20-2-2068.1, a copy of the in-kind services agreement between the Petitioner and Local Board is attached and incorporated as Appendix C (Agreement between Local Board and Charter School regarding the Use of Federal Funds for In-Kind Services).
9. **Responsibility for Debts.** The Charter School is solely responsible for all debts incurred by the Charter School and its Governing Board. Except as agreed hereto, the Local Board and the State Board shall not be contractually bound to the Charter School or to any third party with whom the Charter School has a contract or from whom the Charter School has purchased goods or services.
17. **Compliance with Other Laws, Rules, and Regulations.** The Charter School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws, rules, and regulations that may not be waived pursuant to O.C.G.A. § 20-2-2065, including, but not limited to:
 1. **Civil Rights, Insurance, Health, Safety, and Conflicting Interests.** The Charter School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct.

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

2. **Asbestos Remediation.** The Charter School shall comply with the terms of any applicable asbestos remediation plan.
3. **Unlawful Conduct.** The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.
4. **Student Conduct and Discipline.** The Charter School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.
5. **State Board Rules.** The Charter School shall operate in accordance with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 6 above.
6. **Prohibition on Discrimination.** The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, academic ability, the need for special educational services, or any other characteristic protected by local, state, or federal law.
7. **Reporting Requirements.** The Charter School shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320, and 20-2-740.
8. **Tuition.** The Charter School shall not charge tuition or fees to its students, except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.
9. **Brief Period of Quiet Reflection.** The Charter School shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
10. **Individual Graduation Plans.** The Charter School shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.
11. **Family Educational Rights and Privacy Act.** The Charter School is subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. In the event the Charter School closes, it shall transmit all official student records in the manner prescribed by the State Board or the OCSC.
12. **Records Retention.** The Charter School shall be responsible for maintaining and retaining its records, including student records, employee records, and all corporate records related to the Charter School's operations in accordance with Georgia Law, State Board Rule, and this Charter. In the event that the Charter School closes, it shall

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

provide for the maintenance, retrieval, and transmittal of all records in the manner prescribed by the State Board or the OCSC. Neither the OCSC nor the State Board shall be required to assume possession of the Charter School records.

13. QBE Formula Earnings. The Charter School acknowledges that criteria used to calculate Quality Basic Education (“QBE”) funding may not be waived.

14. Early Intervention Programs. The Charter School shall comply with O.C.G.A. § 20-2-153 related to early intervention programs.

18. Education Service Providers.

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

2. If the Charter School contracts with an Education Service Provider, the Charter School shall submit to the Local Board any proposed changes or amendments to the contract with the Education Service Provider, prior to agreeing to such changes, for the Local Board to determine whether such changes or amendments are material. A material change is a modification that alters the rights, obligations, interests, or relations of the Charter School or Education Service Provider. If the Local Board determines that the proposed changes or amendments are material, the Charter School shall provide notice to the State Board and the Local Board, at least thirty (30) days prior to signing the revised contract, for the State Board and Local Board to determine the impact, if any, on this Charter. The notice shall include a copy of the proposed changes and/or amendments to the contract between the Charter School and the Education Service Provider. If the proposed changes and/or amendments to the contract with the Education Service Provider are not material, then the Charter School does not have to send a copy of the proposed changes to the State Board.

19. Compliance with the Rules, Practices, Policies, and Procedures of the OCSC. The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the State Board and the OCSC.

20. Employment Matters. Individuals employed at the Charter School shall not be considered employees of the State Board or the OCSC.

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

1. **Background Checks.** The Charter 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 the Charter School or having contact with students.
 2. **Teachers' Retirement System.** All qualified teachers at the Charter School shall be members of the Teachers Retirement System of Georgia ("TRS") and subject to its requirements. The Charter School is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements.
 3. **Teacher and Leader Evaluation.** The Charter School shall continue to implement the Teacher Keys Effectiveness System ("TKES") and Leader Keys Effectiveness System ("LKES") in accordance with O.C.G.A. §20-2-210(b)(1) and State Board Rule 160-5-1.37. The Charter School shall have at least two individuals credentialed in using TKES. If the most senior Charter School leader must be evaluated using LKES because he or she performs the duties of a principal as defined by State Board Rule 160-5-1.37, a member of the Governing Board, who is credentialed in using LKES, shall serve as his or her evaluator.
21. **Record Inspection.** Subject to state and federal laws, the State Board, the OCSC and their agents, and the State Auditor's office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the Charter School.
22. **Facilities.**
1. **Approval of Site and/or Facility.** The Charter School 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 School shall contact the Department of Education's Facilities Services Division regarding the following:
 1. **Site Approval.** The Charter School shall maintain site approval received from the Georgia Department of Education Facilities Services Division and obtain site approval for any new sites. Once new site approval has been granted, the Charter School will be issued an additional site code. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to site approval of any new sites and/or facilities.

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

2. **Architectural Review.** The Charter School shall submit and have approved by the Georgia Department of Education Facilities Services Division all architectural plans for any new facility that will house any part of the Charter School during the Charter term. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to architectural review 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 School shall contact its local school system's facilities department and make a request for a school code. The Charter School shall properly obtain a school code prior to occupancy of the new site and/or facility.
2. Prior to opening any new Charter School site and/or facility, and prior to students occupying any new facility, the Charter School shall obtain and submit the following documents to the Georgia Department of Education's Facilities Services Division:
1. **Documentation of Ownership or Lease Agreement.** The Charter School shall obtain documentation of ownership or the lease agreement for the new facility that will house all or part of the Charter School.
 2. **Certificate of Occupancy.** The Charter School shall obtain a Certificate of Occupancy for the facility in which all or part of the Charter School shall be located.
 3. **Emergency Safety Plan.** The Charter School shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185. This plan shall be submitted to the local emergency management agency and local law enforcement agency for approval.
23. **Transportation.** To the extent the Charter School offers a transportation program for its students, the Charter School shall ensure that the program complies with all applicable laws, rules, and regulations governing transportation of students.
24. **Food Services.** To the extent the Charter School offers a food service program, the Charter School shall ensure that the program complies with all applicable laws, rules, and regulations governing food service for students.
25. **Termination of Charter.**

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

1. **Termination Grounds.** The Charter School may be terminated based on any of the following grounds:

1. The Charter School's failure to timely implement the interventions set forth or approved by the OCSC;
2. The Charter School's failure to adhere to any material term of this Charter, including, but not limited to, failure to achieve the performance goals set forth in Section 8 above and Appendix A;
3. The Charter School's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;
4. The Charter School's failure to meet generally accepted standards of fiscal management;
5. The Charter School's violation of applicable federal law, state law, local law, court orders, rules, or regulations;
6. The existence of competent substantial evidence that the continued operation of the Charter School would be contrary to the best interests of the students or the community;
7. The Charter School's failure to comply with any provision of the Charter Schools Act;
8. The existence of conditions that place the health, safety, or welfare of students or staff of the Charter School in danger;
9. The Charter School's failure to disclose material information regarding violations or potential violations of any material term of this Charter or applicable federal, state, or local laws, court orders, rules, or regulations; or
10. The Local Board's failure to meet the principles and standards of charter school authorizing on the Local Board's annual evaluation for two consecutive years as required by O.C.G.A. § 20-2-2063.3 and the accompanying State Board Rule(s).

2. **Requests for Termination.** The termination of this Charter may be requested by a majority of the parents or guardians of the students enrolled in the Charter School, a

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

majority of the faculty and instructional staff employed at the Charter School, the Local Board, or the State Board following the procedures identified in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.

3. **Breach of Charter.** In the event the Charter School fails to comply with any material provision of this Charter, the OCSC shall notify the Charter School by (1) certified mail, postage prepaid, return receipt requested, (2) a nationally-recognized overnight courier, or (3) electronic mail with a confirmation copy sent by first class mail to the chairperson of the Governing Board. The nature and outcome of the breach shall be recorded in a memo and placed in the Charter School's file maintained by the OCSC.
4. **Termination Procedures.** The parties acknowledge and agree the procedure for terminating this Charter will follow the procedures outlined in State Board Rule 160-4-9-.06(4)(e).
5. **Distribution of Funds and Assets.** In the event the Charter School ceases operation for any reason, the Charter School and its Governing Board will be responsible for concluding the business and affairs of the Charter School and will cooperate with the Local Board and State Board to the extent necessary to provide an orderly return of the students to their local school. Any public surplus remaining at the time the Charter School ceases operation shall be remitted to the Local Board or State Board, whichever is appropriate, within 30 days of ceasing operations. Any furniture and equipment purchased with public funds shall be delivered to the Local Board or State Board, whichever is appropriate, within 30 days of ceasing operations. Neither the Local Board nor the State Board shall be responsible for the Charter School's unpaid debts in the event the Charter School does not have sufficient funds to pay all of its debts at the time it ceases operation. The date by which public surplus funds, furniture, and equipment shall be remitted to the Local Board or State Board under this Section may be extended for a reasonable period of time as determined by the Local Board or State Board; provided that, within thirty (30) days of the Charter School ceasing operation, the Governing Board makes a written request for an extension of time that describes the basis for the request.
26. **Pre-Opening Suspension.** In the event the Charter School fails to comply with any material provision set forth in this Charter that requires compliance prior to the opening of any new site and/or facility for the Charter School, the opening may be suspended until a time after all requirements have been fulfilled by the Charter School as determined by the Local Board and OCSC. Suspension will prohibit the extension of the Charter term set forth above in Section 2.
27. **Renewal, Non-Renewal, and Probationary Term.**

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

1. **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.
 2. **Non-Renewal.** Any grounds for termination stated in Section 24(a) above also may be grounds for non-renewal. In addition, the State Board or Local Board may elect not to renew the Charter if the petition for renewal does not comply with the Charter Schools Act and the rules, regulations, policies, and procedures promulgated in accordance with the Charter Schools Act or if the State Board or Local Board deem that the Charter School has not sufficiently increased student achievement or is no longer in the public interest.
 3. **Probationary Term.** In the event the Charter School fails to comply with any provision of this Charter, the Local Board may elect to grant a renewal for a probationary term, pending approval by the State Board, within which term the Charter School must come into compliance satisfactory to the State Board and Local Board.
28. **Temporary Extension.** At the discretion of the Local Board and State Board, the Charter may be extended for a grace period not exceeding sixty (60) days. A temporary extension must be in writing and mutually agreed upon by the parties to this Charter.
29. **Amendments to the Charter.** Any term of this Charter may be amended in writing upon the approval of the Local Board, the State Board, and a majority of the Governing Board of the Charter School. Any proposed amendment shall be made in accordance with State Board Rule 160-4-9-.06 *et seq.*
30. **Mandatory Training.** The State Board reserves the right to require the Charter School to attend any training related to the responsibilities of a Charter School.
31. **Indemnification.**
1. The Petitioner and the Charter School agree to indemnify, defend, and hold harmless the Local Board, the Local School System, the OCSC, and the State Board, their officials, officers, employees, agents, volunteers, and assigns (all of whom hereinafter may collectively be referred to as "Indemnitees"), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for failure to comply with applicable state or federal law, bodily injury, personal injury, (including, but not limited to, the Charter School's employees), patent, copyright, or infringement

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

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

2. The Charter School and Petitioner shall be excused from their indemnification obligations above: (a) If the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of the Indemnatee seeking indemnification; or (b) If the Indemnatee fails to (i) provide written notice of the third party claim or suit within a reasonable time, or (ii) cooperate with reasonable requests of the Charter School or Petitioner related to the indemnification.
 3. The Charter School and Petitioner's obligations to indemnify any Indemnatee shall survive the completion, expiration, or termination of this Charter for any reason.
32. **Non-Agency.** The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the Local Board, the State Board, or the OCSC, except as required by law or this Charter. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Local Board, the State Board, or the OCSC to any third party.
33. **Delegation.** The parties acknowledge and agree that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the parties.
34. **Application of Amended Law.** This Charter is subject to applicable federal and state laws, rules, 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 Charter without the necessity for executing a written amendment.
35. **Headings.** Section headings are for convenient reference only and are not part of the Charter. Section headings do not enlarge or limit any Section's contents.

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

36. **Non-Waiver.** No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.
37. **Severability.** If any provision of this Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in full force and effect.
38. **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.*
39. **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 the Petitioner, Charter School, or Local Board against the State Board shall be brought in the Superior Court of Fulton County.
40. **Multi-Year Contracts Beyond Charter Term.** The Charter School shall not enter into a multi-year contract that extends beyond the length of the Charter term for the acquisition of goods, materials, services, or supplies, unless such contract contains the following provisions:
1. The contract shall terminate absolutely and without further obligation on the part of the Charter School at the close of the fiscal year in which the Charter term concludes and at the close of each succeeding Charter term for which the contract may be renewed;
 2. The contract may be renewed only by a positive action taken by the Charter School; and
 3. The contract shall state the total payment obligation of the Charter School for the original contract term and each renewal shall state the total payment obligation that may be incurred in each subsequent Charter term, if renewed.

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

41. **Entire Agreement.** With the exception of Appendix C which is a two-party agreement between the Petitioner and the Local Board, this Charter sets forth the entire agreement among the Petitioner, the Local Board, and the State Board with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings among the Petitioner, the Local Board, and the State Board are superseded by this Charter. The petition submitted to the Local Board and the State Board serves only as the

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

formal application for the Charter School and does not constitute a contract or any type of agreement among the Local Board, the State Board, and the Petitioner.

42. **Counterparts.** The Parties agree that this Charter 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 Charter shall be as effective and binding as original signatures.

Chairperson,
GEORGIA STATE BOARD OF EDUCATION

(Date)

Authorized Representative,
DeKalb Agriculture Technology & Environment, Inc.

(Date)

Chairperson,
DEKALB COUNTY BOARD OF EDUCATION

(Date)

Appendix A – Charter Accountability and Consequences

ACCOUNTABILITY REQUIREMENTS

The Local Board and State Board shall hold the Charter School accountable for the full performance of the performance framework standards listed below. In the event that data are not available to make a determination regarding one of the goals below, the OCSC and the Local Board shall use the remaining goals to decide if the school has met its accountability requirements.

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

COMPREHENSIVE PERFORMANCE FRAMEWORK *for Locally-Approved Charter School Evaluation*

OVERVIEW:

Comprehensive Performance Framework for Locally-Approved Charter Schools

PURPOSE

Quality charter school authorizers establish standards for school performance that are clear, quantifiable, rigorous, and attainable. The OCSC Performance Framework includes academic, financial, and organizational performance measures that establish expectations, guide practice, assess progress, and inform decision making over the course of the charter term and at renewal or revocation.

The three areas of performance covered by the frameworks—academic achievement, financial management, and organizational compliance— correspond directly with the three components of a strong charter school application and are the three areas on which a charter school’s performance should be evaluated. In each of the three areas, the framework asks a fundamental question:

- Academic Performance: Is the charter school offering students a better educational opportunity than they would otherwise receive at the traditional local school?
- Financial Performance: Is the charter school fiscally viable and responsible?
- Organizational Performance: Is the organization effective, compliant, and well-run?

SECTION I: ACADEMIC PERFORMANCE

FUNDAMENTAL QUESTION

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

INDICATORS

To answer the above question, the framework uses performance metrics derived from:

- the [College and Career Readiness Performance Index \(CCRPI\)](#), the statewide accountability tool. The CCRPI includes a content mastery component that assesses student proficiency and a progress component that uses student growth percentiles to assess student growth, among other measures. And from,
- The [Value-Added Model](#), a statistical predictive measure that considers a student's individual characteristics and the school's student body makeup.

MEETING GOALS

A local charter school can meet annual academic accountability standards by outperforming its comparison zone--the school(s) which its students are zoned to attend--in terms of student achievement or growth as measured by CCRPI Content Mastery, CCRPI Progress, CCRPI Grade Band Score, or Value-Added Model impact scores.

A charter school only needs to outperform one of the comparison zones on Indicator 1, Grade Band Measures, or one of the measures included in Indicator 2, Schoolwide Measures, not both, in order to receive an overall Meets designation for a given year.

SECTION I: OVERALL DETERMINATION OF COMPLIANCE

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

SCORING CATEGORIES:

Exceeds Standards	Outperforms its comparison zone by 10 or points
Meets Standards	Outperforms its comparison zone
Approaches Standards	Performs as well as its comparison zone
Varied Performance	Performance varies across grade bands
Does Not Meet Standards	Performs below its comparison zone

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

INDICATOR PERFORMANCE

SECTION I, INDICATOR 1: GRADE BAND MEASURES

All charter schools must demonstrate their ability to positively impact students' academic performance either through high levels of achievement or growth across all grade bands served.

<u>Measure</u>	<u>Designation Earned</u>	<u>Explanation</u>
CCRPI Content Mastery	i.e. MEETS	<i>Exceeds Standard:</i> The charter school's score is 10 or more points higher than the comparison zone [the school(s) which its students are zoned to attend] on any one or combination of the academic measures in all grade bands served.
CCRPI Progress		<i>Meets Standard:</i> The charter school's score is 1 to 9 points higher than the comparison zone [the school(s) which its students are zoned to attend] on any one or combination of the academic measures in all grade bands served.
CCRPI Grade Band		<i>Approaches Standard:</i> The charter school's score is no more than 2 points below the comparison zone [the school(s) which its students are zoned to attend] on any one or combination of the academic measures in all grade bands served.
Value-Added Model		<i>Varied Standard:</i> The charter school's score is at least one point higher in one grade band and is more than 2 points below in the other grade band(s) served or vice versa. In other words, the school earns a Meets in one grade band(s) and Does Not Meet in the other(s). <i>Does Not Meet Standard:</i> The charter school's score is below the comparison zone [the school(s) which its students are zoned to attend] on any one or combination of academic measures in all grade bands served.

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

CALCULATION METHODS

Score	Calculation Explained
School Comparison Zone Score	This score is calculated based on the proportion of students the charter school enrolls from each local school attendance zone served. The student-level address element in the GaDOE Data Collections Student Record report is used to determine which school each student enrolled in a charter school is zoned to attend [the school the student would attend if they were not enrolled in the charter school]. The OCSC weights those schools' CCRPI scores based on the proportion of students enrolled.

All scores are calculated to the nearest whole number.

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

SECTION II: FINANCIAL PERFORMANCE

FUNDAMENTAL QUESTION

Is the charter school fiscally viable and responsible?

INDICATORS

To answer whether the school is fiscally viable, charter school performance is assessed on both near-term financial health and long-term financial sustainability measures using data derived from each school's independent financial audit. Near-term measures are designed to depict the school's financial position and viability in the upcoming year. Sustainability measures are used to determine a charter school's ability to cover long-term obligations and control costs effectively over time.

To answer whether the school is fiscally responsible, charter school performance is assessed on both fiscal management and oversight measures using data derived from annual monitoring practices and GaDOE enrollment data collections. Fiscal management and oversight measures are used to evaluate a charter school's ability to comply with relevant rules and laws, manage funds responsibly, and provide a more qualitative look at performance irrespective of near-term and long-term calculations.

MEETING GOALS

A charter school can satisfy annual financial accountability requirements by earning at least 80 points across the near-term and sustainability measures and at least 80 points across the

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

oversight and management measures. In other words, a state charter school must earn a “Meets Standards” designation on both Indicator 1 and Indicator 2 in order to receive an overall “Meets Financial Standards” designation for a given year. Indicators 1 and 2 are calculated separately, and both add up to 100 points independently.

If a school earns below 70 points (a Does Not Meet rating) on both Indicator 1 and Indicator 2, it will be designated as “Does Not Meet” financial standards. Any other combination of points/ratings will result in an “Approaches Standards” designation in the financial section of the CPF for the given year.

SECTION II: DETERMINATION OF COMPLIANCE

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

SCORING CATEGORIES:

Meets Standards	80-100 points
Approaches Standards	70-79 points
Does Not Meet Standards	0-69 points

INDICATOR PERFORMANCE

SECTION II, INDICATOR 1: FISCAL VIABILITY

NEAR-TERM MEASURES	
Measure 1a, Current Ratio (Working Capital Ratio): Current assets divided by current liabilities Does the school have the ability to cover short-term financial obligations?	Points Available
<i>Meets Standard:</i> Current Ratio is greater than 1.0	15
<i>Approaches Standard:</i> Current Ratio is between 0.9 and 1.0 or equal to 1.0	10
<i>Does Not Meet Standard:</i> Current Ratio is less than or equal to 0.9	0
Measure 1b, Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses/365) Does the school maintain an appropriate balance of cash on hand?	Points Available
<i>Meets Standard:</i> Days Cash is greater than 60 days	20
<i>Approaches Standard:</i> Days Cash is between 15 and 60 days	10
<i>Does Not Meet Standard:</i> Days Cash is less than 15 Days Cash	0

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

Measure 1c, Annual Debt to Income : Total Annual Debt Payments (Debt Service) / Total Revenue Does the school have enough income to cover short-term debt payments?	Points Available
<i>Meets Standard:</i> Annual Debt to Income is below 5 percent	20
<i>Approaches Standard:</i> Annual Debt to Income is between 5 and 15 percent	10
<i>Does Not Meet Standard:</i> Annual Debt to Income is above 15 percent	0
Measure 1d, Default Is the school repaying debts in a timely manner?	Points Available
<i>Meets Standard:</i> School is not in default of loan covenant(s) or delinquent with debt service payments nor does the school have any outstanding debt	10
<i>Does Not Meet Standard:</i> School is in default of loan covenant(s), is delinquent with debt service payments or the school has any outstanding debt	0
SUSTAINABILITY MEASURES	
Measure 1e, Efficiency Margin: (Change in Net Assets+Change in Pension Related Accts) divided by Total Revenues Does the school manage costs appropriately?	Points Available
<i>Meets Standard:</i> Aggregated Three-Year Efficiency Margin is greater than 0.	15
<i>Approaches Standard:</i> Aggregated Three-Year Efficiency Margin is between -.01 and -10 percent	10
<i>Does Not Meet Standard:</i> Aggregated Three-Year Efficiency Margin is less than -10 percent	0
Measure 1f, Debt to Asset Ratio: (Total Liabilities-Deferred Pension Liability) divided by Total Assets Does the school maintain an appropriate balance between assets and liabilities over time?	Points Available
<i>Meets Standard:</i> Debt to Asset Ratio is less than 95 percent	20
<i>Approaches Standard:</i> Debt to Asset Ratio is between 95 and 100 percent	10
<i>Does Not Meet Standard:</i> Debt to Asset Ratio is greater than 100 percent	0

Total Points Available—Indicator 1: 100 points

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

SECTION II, INDICATOR 2: FISCAL MANAGEMENT & OVERSIGHT

<u>Measure 2a, Adherence to GAAP Standards</u> Is the school following Generally Accepted Accounting Principles (GAAP)?	Points Available
<i>Meets Standard:</i> - The school complied with all applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit that includes: - An unqualified audit opinion; - An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses; - An audit that does not include a going concern disclosure in the notes or an explanatory paragraph; and - No other adverse statement indicating noncompliance with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight.	30
<i>Does Not Meet Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit.	0
<u>Measure 2b, Adherence to Federal Financial Requirements</u> Is the school following all applicable financial requirements when expending federal funds?	Points Available
<i>Meets Standard:</i> - The school complied with all applicable laws, rules, regulations, and provisions of the charter contract relating to proper internal controls, expenditures, inventory, drawdowns, and cost principles when expending federal funds, including but not limited to: - Proper segregation of duties; - Source documentation for expenditures paid with federal funds; - Maintaining inventory controls and documentation in accordance with federal regulations for items purchased with federal funds.	15
<i>Approaches Standard:</i> The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to proper internal controls, expenditures, inventory, drawdowns, and cost principles when expending federal funds during monitoring, but the school adequately remedied its finding(s) and regained compliance.	10
<i>Does Not Meet Standard:</i> The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to proper internal controls, expenditures, inventory, drawdowns, and cost principles when expending federal funds.	0
<u>Measure 2d, Adherence to the School's Own Financial Policies and Procedures</u> Is the school adhering to its own financial policies and procedures?	Points Available
<i>Meets Standard:</i> The school adhered to its own financial policies and procedures approved by the school's governing board and/or developed by school staff.	20

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

<i>Approaches Standard:</i> The school failed to comply with at least one of its own financial policies and/or procedures approved by the school's governing board and/or developed by school staff, but the school adequately remedied its finding(s) and regained compliance.	10
<i>Does Not Meet Standard:</i> The school failed to comply with at least one of its own financial policies and/or procedures approved by the school's governing board and/or developed by school staff.	0
<u>Measure 2e, Enrollment Variance: [Actual Enrollment during the October FTE Count (fiscal year x) - school enrollment projection (fiscal year X)] / school enrollment projection (fiscal year X)</u> Is the school able to project enrollment in a way that enables adequate budgeting?	Points Available
<i>Meets Standard:</i> Enrollment Variance equals less than 3 percent	10
<i>Approaches Standard:</i> Enrollment Variance is between 3 and 8 percent	5
<i>Does Not Meet Standard:</i> Enrollment Variance is greater than 8 percent	0
<u>Measure 2f, Timely Audit Submission</u> Does the school have the proper financial documentation to allow for a timely audit review and submission?	Points Available
<i>Meets Standard:</i> The school submitted its financial audit on time, on or before November 1st.	25
<i>Approaches Standard:</i> The school submitted its financial audit late, on or before December 1st.	10
<i>Does Not Meet Standard:</i> The school submitted its financial audit late, after December 1st.	0

Total Points Available—Indicator 2: 100 points

SECTION III: OPERATIONAL PERFORMANCE

FUNDAMENTAL QUESTION

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

INDICATORS

To answer the question above, data from local monitoring and other sources, as noted in the appendix of this document, is used to determine compliance with the indicators listed below.

- Educational Program Compliance
- Governance, Ethics, and Transparency
- Obligations to Students
- Employer Obligations
- School Environment
- Additional and Continuing Obligations

MEETING GOALS

In any year of the charter term, a local charter school will be deemed operationally compliant if it adheres to the requirements of its charter contract, all applicable rules and laws as measured by the indicators listed above, thus earning a score of at least 80 in the Operations section of the CPF.

SECTION III: DETERMINATION OF COMPLIANCE

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

SCORING CATEGORIES:

Meets Standards	80-100 points
Approaches Standards	70-79 points
Does Not Meet Standards	0-69 points

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

INDICATOR PERFORMANCE

SECTION III, INDICATOR 1: EDUCATIONAL PROGRAM COMPLIANCE

A charter school's overall purpose is to provide its students with a quality and innovative educational program. Schools must adhere to the educational program identified in the charter contract that was awarded on the basis of the program outlined in its petition.

Measure 1a, Essential or Innovative Features and Mission-Specific Goals	
Is the school implementing all essential or innovative features of its program as defined in its current charter contract, and is the school's curricular and educational program aligned with its stated mission as evidenced through the attainment of mission-specific goals?	Points Available
Meets Standard: The school has fully implemented all essential or innovative features of its education and operational program as defined in the charter contract in all material respects, and the school has met all mission-specific goals included in its charter contract (if applicable)	4
Approaches Standard: The school has at least fully implemented one essential or innovative features of its education and operational program as defined in the charter contract in all material respects or the school has met at least one mission-specific goal included in its charter contract (if applicable).	2
Does Not Meet Standard: The school failed to fully implement any essential or innovative features of its education and operational program as defined in the charter contract in all material respects, and the school failed to meet any mission-specific goals included in its charter contract (if applicable).	0
Measure 1b, State Education Requirements	
Is the school complying with applicable state education requirements?	Points Available
Meets Standard: - The school complied with all applicable state laws, rules, regulations, provisions of its charter contract, and the school's own policies and procedures relating to state education requirements, including but not limited to: - Provided all state mandated programs; - Adhered to graduation requirements; - Implemented state-adopted content standards; and - Administered state assessments in the manner required by law and rule.	4
Approaches Standard: The school failed to comply with at least one applicable state law, rule, regulation, provision of the charter contract, or the school's own policies and procedures relating to state education requirements during monitoring, but the school adequately remedied its finding(s) and regained compliance.	2
Does Not Meet Standard: The school failed to comply with at least one applicable state law, rule, regulation, provision of the charter contract, or the school's own policies and procedures relating to state education requirements.	0
Measure 1c, Federal Education Requirements	
Is the school complying with applicable federal education requirements?	Points Available
Meets Standard:	4

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

- The school complied with all applicable federal laws, rules, regulations, and the school's own policies and procedures relating to federal education requirements, including but not limited to: - Federal assessment security and reporting of accountability requirements; and - Charter School Program grant, Title I, IV, and V requirements. - McKinney-Vento Homeless Assistance Act, Charter School Program grant, Title I, IV, and V requirements.	
<i>Approaches Standard:</i> The school failed to comply with at least one applicable federal law, rule, regulation, provision of the charter contract, or the school's own policies and procedures relating to federal education requirements.	2
<i>Does Not Meet Standard:</i> The school failed to comply with two or more applicable federal laws, rules, regulations, provisions of the charter contract, or the school's own policies and procedures relating to federal education requirements.	0
Measure 1d, Data Reporting Is the school complying with all data and financial reporting requirements?	Points Available
<i>Meets Standard:</i> - The school complied with all applicable laws, rules, regulations, and provisions of its charter contract relating to relevant reporting requirements, including timelines and deadlines, including but not limited to: - QBE/FTE Data Reporting; - Personnel Reporting; - Student Record Reporting; - CCRPI Data Reporting; - Special Education Data Reporting; - Required Data Surveys; - Complete and on-time submission of financial reports, such as its annual budgets, revised budgets, and/or DE 046, in the manner prescribed by local district and/or the OCSC; On-time submission and completion of its annual independent audit by the deadline established by the OCSC.	5
<i>Approaches Standard:</i> The school failed to comply with one applicable law, rule, regulation, or provision of its charter contract relating to relevant reporting requirements, including timelines and deadlines.	3
<i>Does Not Meet Standard:</i> The school failed to comply with two or more laws, rules, regulations, or provisions of its charter contract relating to relevant reporting requirements, including timelines and deadlines.	0

Total Points Available—Section III, Indicator 1: 17 points

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

SECTION III, INDICATOR 2: GOVERNANCE, ETHICS, AND TRANSPARENCY

A charter school's governing board must provide adequate oversight of school management and operations to ensure that the school is fulfilling its duties to students, employees, parents, and the general public.

<u>Measure 2a, General Governance</u> Is the governing board complying with all applicable general governance requirements?	Points Available
<i>Meets Standard:</i> - The school complied with all applicable laws, rules, regulations, provisions of its charter contract, and its policies relating to governance by its board, including but not limited to: - Board policies; - Board bylaws; - Code of ethics; - Conflicts of interest; - Board composition and/or membership laws and rules; and - Restrictions on compensation.	4
<i>Approaches Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, provision of the charter contract, or its policies relating to governance by its governing board during its monitoring, but the school adequately remedied its finding(s) and regained compliance.	2
<i>Does Not Meet Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, provision of the charter contract, or its policies relating to governance by its board.	0
<u>Measure 2b, Open Governance</u> Is the governing board complying with all applicable open governance requirements?	Points Available
<i>Meets Standard:</i> The school complied with all applicable laws, rules, regulations, provision of its charter contract, and its policies relating to the Georgia Open Meetings Act and Open Records Act requirements.	4
<i>Approaches Standard:</i> The school failed to comply with all applicable laws, rules, regulations, provision of its charter contract, or its policies relating to the Georgia Open Meetings Act and Open Records Act requirements during monitoring, but the school adequately remedied its finding(s) and regained compliance.	2
<i>Does Not Meet Standard:</i> The school failed to comply with all applicable laws, rules, regulations, provision of its charter contract, or its policies relating to the Georgia Open Meetings Act and Open Records Act requirements.	0
<u>Measure 2c, Governance Training</u> Is the governing board complying with all applicable governance training requirements?	Points Available
<i>Meets Standard:</i> The school took action to ensure that all governing board members comply with all applicable laws, rules, regulations, provision of its charter contract, and its policies relating to the participation of its governing board in required trainings, pursuant to O.C.G.A. § 20-2-2072.	4

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

<i>Does Not Meet Standard:</i> The school failed to take action to ensure that all governing board members comply with all applicable laws, rules, regulations, provision of its charter contract, and its policies relating to the participation of its governing board in required trainings, pursuant to O.C.G.A. § 20-2-2072.	0
Measure 2d, Transparent Governance and Communication with Stakeholders Is the governing board operating transparently and effectively communicating with stakeholders?	Points Available
<i>Meets Standard:</i> - The school complied with all applicable laws, rules, regulations, provisions of its charter contract, or its policies relating to operating transparently and effectively communicating with stakeholders, including but not limited to: - Providing the public easy access to informational items on the school's website; - Communicating school leadership and other major school changes in a timely and transparent matter; and - Appropriately and promptly responding to stakeholder complaints, questions, and concerns.	4
<i>Approaches Standard:</i> The school failed to comply with all applicable laws, rules, regulations, provisions of its charter contract, or its policies relating to operating transparently and effectively communicating with stakeholders during monitoring, but the school adequately remedied its finding(s) and regained compliance.	2
<i>Does Not Meet Standard:</i> The school failed to comply with all applicable laws, rules, regulations, provisions of its charter contract, or its policies relating to operating transparently and effectively communicating with stakeholders.	0
Measure 2e, Budget Approved in Accordance with State Law Did the school approve its budget in accordance with state law?	Points Available
<i>Meets Standard:</i> - The school's budget was approved in accordance with state law, including but not limited to performing the following items from O.C.G.A. § 20-2-167.1 related to the school's budget approval: - Conducting two public meetings to provide an opportunity for public input on the proposed budget; - Advertising the two public meetings in the school's legal organ; and - Making a summary of the proposed annual operating budget on a publicly available area of the school's website.	4
<i>Does Not Meet Standard:</i> The school failed to comply with at least one applicable state law requirement regarding the passage of the school's annual budget.	0

Total Points Available—Section III, Indicator 2: 20 points

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

SECTION III, INDICATOR 3: OBLIGATIONS TO STUDENTS

Families entrust schools with the education and welfare of their children, and the school must afford those children the appropriate rights and care.

Measure 3a, Rights of All Students Is the school protecting the rights of all students?	Points Available
<i>Meets Standard:</i> - The school complied with all applicable laws, rules, regulations, provisions of its charter contract, and its policies relating to the rights of students, including but not limited to: - Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment); - The collection and protection of student information (that could be used in discriminatory ways or otherwise contrary to law); - Due process protections, privacy, civil rights, and student liberties requirements, including First Amendment protections and the Establishment Clause restrictions prohibiting public schools from engaging in religious instruction; and - Conduct of discipline (discipline hearings and suspension and expulsion policies and practices).	6
<i>Approaches Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, provision of its charter contract, or its policies relating to the rights of students during monitoring, but the school adequately remedied its finding(s) and regained compliance.	3
<i>Does Not Meet Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, provision of its charter contract, or its policies relating to the rights of students.	0
Measure 3b, Rights of Students with Disabilities Is the school protecting the rights of students with disabilities?	Points Available
<i>Meets Standard:</i> - Has the school complied with all applicable laws, rules, regulations, and provisions of the charter contract (including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to: - Identification and referral of students who may have a disability; - Operational compliance regarding the academic program, assessments, and all other aspects of the school's program and responsibilities; - Discipline, including due process protections, manifestation determinations, and behavioral intervention plans; - Appropriately implementing student Individualized Education Programs and Section 504 plans; - Ensuring appropriate access to the school's facilities and programs to students and parents.	6
<i>Approaches Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to the treatment of students with identified disabilities and those suspected of having a disability during monitoring, but the school adequately remedied its finding(s) and regained compliance.	3

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

<i>Does Not Meet Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to the treatment of students with identified disabilities and those suspected of having a disability.	0
Measure 3c, Rights of Students who are English Learners (ELs) Is the school protecting the rights of English Learners (ELs)?	Points Available
<i>Meets Standard:</i> - The school complied with all applicable provisions of Title III of the Every Student Succeeds Act (ESSA) and all applicable state and federal laws, rules, regulations, and provisions of its charter contract relating to EL requirements, including but not limited to: - Required policies related to the service of EL students; - Proper steps for identification of students in need of EL services; - Appropriate and equitable delivery of services to identified students; - Appropriate accommodations on assessments; - Exiting of students from EL services; and - Ongoing monitoring of exited students.	6
<i>Approaches Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to EL requirements during monitoring, but the school adequately remedied its finding(s) and regained compliance.	3
<i>Does Not Meet Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to EL requirements.	0

Total Points Available—Section III, Indicator 3: 18 points

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

SECTION III, INDICATOR 4: EMPLOYER OBLIGATIONS

The school must respect its employees and ensure that they are duly qualified to further the education and welfare of students.

<u>Measure 4a, Employee Qualifications, Evaluations, and Criminal Records Checks</u> Is the school meeting teacher and other employee qualification and criminal background check requirements?	Points Available
<i>Meets Standard:</i> - The school complied with all applicable laws, rules, regulations, and provisions of its charter contract relating to employee qualifications, employee evaluations, and criminal background checks, including but not limited to: - Title II, Part A requirements; - Implementation of the Teacher and Leader Keys Effectiveness Systems (TKES and LKES); - Ensuring staff have a proper background check or clearance certificate issued by the Georgia Professional Standards Commission.	5
<i>Approaches Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to employee qualifications, employee evaluations, and criminal background checks requirements during monitoring, but the school adequately remedied its finding(s) and regained compliance.	2
<i>Does Not Meet Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to employee qualifications, employee evaluations, and criminal background checks requirements.	0
<u>Measure 4b, Employee Rights</u> Is the school respecting employee rights?	Points Available
<i>Meets Standard:</i> The school complied with all applicable laws, rules, regulations, provisions of its charter contract, and its governing policies relating to employment, including, but not limited to, professional qualifications, nepotism and conflict of interest policies, the Fair Labor Standards Act, the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts.	5
<i>Approaches Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, provision of its charter contract, or its governing policies relating to employment, including, but not limited to, professional qualifications, nepotism and conflict of interest policies, the Fair Labor Standards Act, the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts during monitoring, but the school adequately remedied its finding(s) and regained compliance.	2
<i>Does Not Meet Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, provision of its charter contract, or its governing policies relating to employment, including, but not limited to, professional qualifications, nepotism and conflict of interest policies, the Fair Labor Standards Act, the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts.	0

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

<u>Measure 4c, Employee Civil Rights</u> Does the school adhere to applicable requirements to ensure the protection of employee civil rights?	Points Available
<i>Meets Standard:</i> The school complied with applicable notice, grievance procedure, and substantive requirements of federal and state laws, rules, or regulations prohibiting employment discrimination.	5
<i>Approaches Standard:</i> The school failed to comply with at least one applicable law, rule, or regulation prohibiting employment discrimination, but the school adequately remedied its findings (s) and regained compliance.	2
<i>Does Not Meet Standard:</i> The school failed to comply with at least one applicable law, rule, or regulation prohibiting employment discrimination.	0

Total Points Available—Section III, Indicator 4: 15 points

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

SECTION III, INDICATOR 5: SCHOOL ENVIRONMENT

A safe and healthy school environment is critical to creating a conducive learning environment and protecting the well-being of students and employees.

Measure 5a, Facility Is the school complying with facilities requirements?	Points Available
<i>Meets Standard:</i> - The school complied with all applicable laws, rules, regulations, and provisions of its charter contract relating to the school's facilities including but not limited to: - Fire inspections and related records; - Viable certificate of occupancy; - Documentation of requisite insurance coverage; - Approval from GaDOE regarding initial site selection and facility requirements; and - Subsequent reports and approvals related to facility agreements, changes, maintenance, modifications, and expansion, as required by law, local district and OCSC rules, regulations, and policies.	6
<i>Approaches Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to facility safety and the protection of student and employee health during monitoring, but the school adequately remedied its finding(s) and regained compliance.	3
<i>Does Not Meet Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to the school's facilities.	0
Measure 5b, Health and Safety Is the school complying with health and safety requirements?	Points Available
<i>Meets Standard:</i> - The school complied with all applicable laws, rules, regulations, and provisions of its charter contract relating to safety and the protection of student and employee health, including, but not limited to: - School Health Nurse Program; - Conducting child abuse and neglect training; - Annual health assessments of students; - Diabetes Medical Management Plans; - Access to auto-injectable epinephrine and automated external defibrillators as appropriate; - Scoliosis screening; and - A physically safe and secure environment.	6
<i>Approaches Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to safety and the protection of student and employee health during monitoring, but the school adequately remedied its finding(s) and regained compliance.	3
<i>Does Not Meet Standard:</i> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to safety and the protection of student and employee health.	0

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

<u>Measure 5c, Information, Data, and Communication</u> Is the school maintaining student and employee information and data securely and communicating with stakeholders appropriately?	Points Available
<i>Meets Standard:</i> • The school complied with all applicable laws, rules, regulations, provisions of its charter contract, governing board policies, local district, and OCSC directives relating to providing required federal notices and the handling of information and stakeholder communication, including but not limited to: ○ Giving appropriate notices and maintaining the security of providing access to student records under the Family Educational Rights and Privacy Act and other applicable authorities; ○ Transferring of student records; and ○ Confidentiality of personnel records not subject to open records requirements.	6
<i>Approaches Standard:</i> • The school failed to comply with at least one applicable law, rule, regulation, provision of its charter contract, governing board policy, local district, or OCSC directive relating to providing required federal notices and the handling of information and stakeholder communication during monitoring, but the school adequately remedied its finding(s) and regained compliance.	3
<i>Does Not Meet Standard:</i> • The school failed to comply with at least one applicable law, rule, regulation, provision of its charter contract, governing board policy, local district or CSC directive relating to providing required federal notices and the handling of information and stakeholder communication.	0

Total Points Available—Section III, Indicator 5: 18 points

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

SECTION III, INDICATOR 6: ADDITIONAL AND CONTINUING OBLIGATIONS

A charter school must faithfully fulfill all its obligations and quickly remedy any instance of noncompliance.

Measure 6a, Additional Obligations Is the school complying with all other obligations?	Points Available
<i>Meets Standard:</i> - The school complied with all other legal, statutory, regulatory, or contractual requirements, including those contained in its charter contract, that are not otherwise explicitly addressed in these Operational Performance Standards, including but not limited to requirements from the following sources: - Revisions to state charter law; - Consent decrees; - Provisions of the National School Lunch Program, School Breakfast Program, and/or After-School Snack Program, including nutritional and reimbursement requirements thereof, if food service is provided; - School bus specifications, bus driver training and licensing requirements, and transportation survey deadlines, if transportation is provided; - Intervention requirements by the authorizer; and - Requirements by other entities to which the charter school is accountable (e.g., Georgia Department of Education, Professional Standards Commission, Department of Labor, etc.)	6
<i>Approaches Standard:</i> The school failed to comply with at least one other legal, statutory, regulatory, or contractual requirement, including those contained in its charter contract that is not otherwise explicitly addressed in these Operational Performance Standards during monitoring, but the school adequately remedied its finding(s) and regained compliance.	3
<i>Does Not Meet Standard:</i> The school failed to comply with at least one other legal, statutory, regulatory, or contractual requirement, including those contained in its charter contract that is not otherwise explicitly addressed in these Operational Performance Standards.	0
Measure 6b, Continuing Obligations Is the school remedying noncompliance after proper notification?	Points Available
<i>Meets Standard:</i> The school fulfilled the terms of a corrective action plan required because of the school's probationary status, and the local district or the OCSC determined that the conditions which precipitated the probation no longer exist and that no new conditions necessitate probationary status.	6
<i>Does Not Meet Standard:</i> Failure to adhere to probation requirements, including but not limited to failure to implement a corrective action plan; failure to implement a required corrective action plan timely; failure to produce interim reports in the form and at the time required by the local district or the OCSC, or failure to remediate conditions that precipitated the probationary status.	0

Total Points Available—Section III, Indicator 6: 12 points

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

DATA SOURCES COMPILED

Academic Performance:

Indicators	Data Source
Grade Band Scores	GaDOE: CCRPI Scoring by Component data file, CCRPI Calculation Guides, Student Record data file SCSC: Value- Added Impact report
Schoolwide Scores	GaDOE: CCRPI Scoring by Component data file, CCRPI Calculation Guides, Student Record data file SCSC: Value- Added Impact report

Financial Performance:

Indicators	Measures	Data Source
Fiscal Viability	Near-Term Measures	School Audit Report: Governmental Funds-Balance Sheet School Audit Report: Statement of Revenues, Expenditures, and Changes in Fund Balance School Audit Report: Notes
	Sustainability Measures	School Audit Report: Statement of Activities/Change in Net Position and Audit Notes School Audit Report: Statement of Net Position
Fiscal Management	Management and Oversight	Local Enrollment Projection Reporting GADOE: Data Collections, Student Enrollment by Grade Level Charter School Annual Report, SEA Program Monitoring, Financial Reports Local District and OCSC: Monitoring Activities, Complaint Investigations Other: Reports of Noncompliance from a State or Federal Agency, Independent Audit Report

Operational Performance:

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

Indicators	Data Source
Educational Program Compliance	GaDOE: On-time Data Collection & Submission Reports OCSC: Charter School Annual Report, OCSC and Local Districts: Monitoring Activities, Complaint Investigations, On-time Data Collection & Submission Reports Other: Reports of Noncompliance from a State or Federal Agency
Governance, Ethics and Transparency	Local District and OCSC: Monitoring Activities, Complaint Investigations, Governance Training Attendance Verification Reports
Obligations to Students	Local District, GaDOE and OCSC: Special Education Compliance Reports Local district and OCSC: Monitoring Activities, Complaint Investigations Other: Reports of Noncompliance from a State or Federal Agency
Employer Obligations	Local District and OCSC: Monitoring Activities, Complaint Investigations Other: Reports of Noncompliance from a State or Federal Agency
School Environment	Local District and OCSC: Monitoring Activities, Complaint Investigations Other: Reports of Noncompliance from a State or Federal Agency
Additional and Continuing Obligations	GaDOE: Nutrition Program Monitoring Reports, Data Conference Attendance Verification Reports Local district and OCSC: Monitoring Activities, Complaint Investigations Other: Reports of Noncompliance from a State or Federal Agency

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

ACCOUNTABILITY MONITORING AND REVIEW

The Local Board and State Board shall hold the Charter School accountable for the full performance of the goals outlined in this Charter.

The Local Board is responsible for the annual monitoring and review of the Charter School for full performance of this Charter.

The OCSC will monitor and review the Charter School for full performance of this Charter.

The State Board shall hold the Local Board accountable for effective authorizing practices in support of this Charter.

The OCSC will monitor and review the Local Board for effective authorizing practices.

CONSEQUENCES

Failure to meet the goals outlined in this Charter may result in consequences up to and including intervention, probation, termination, or recommendation for nonrenewal.

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

Introduction: Locally-approved charter school non-profit governing boards must have decision-making authority in all designated areas regulated by statute, including personnel decisions, financial decisions and resource allocation, curriculum and instruction, establishing and monitoring the achievement of school improvement goals, and school operations. The columns in the chart below describe the authority that must be exercised by a charter school's governing board, management, and school district respectively. There are also columns provided for other common charter school partners (if applicable).

Instructions: Applicants must submit a proposed version of this chart that shows how roles and responsibilities are and/or will be shared for their particular charter school. If any checkmarks are deleted or added, applicants must highlight in yellow those cells where a checkmark was deleted or added.

Locally-Approved Charter School Partners Roles and Responsibilities Chart

Personnel Decisions	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Select, retain, transfer, promote, demote, and/or terminate the principal or school leader	✓					
Evaluate the principal or school leader (LKES)	✓					
Select, retain, transfer, promote, demote, and/or terminate faculty and all other staff		✓				
Evaluate the teachers (TKES) and all other staff		✓				
Determine whether teacher certification will be required	✓	✓				
Plan professional development for staff		✓				
Financial Decisions and Resource Allocation	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Determine number and type of personnel positions budgeted, including qualifications, roles, and job descriptions	✓	✓				
Establish compensation model including salary ranges, bonus or performance-based increases, supplements, and personal and professional leave, health, dental, disability, and other benefit plans offered (other than TRS, which is mandated) for all employees	✓	✓				
Set budget priorities with funds received that are aligned with school improvement plan, including personnel, curriculum, supply, equipment, maintenance, operations, and all other costs	✓	✓				

Locally-Approved Charter School Partners Roles and Responsibilities Chart

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

Financial Decisions and Resource Allocation (cont'd)	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Ensure school receives all per-pupil and other funding to which it is entitled by agreement with the local district (its fiscal agent)	✓	✓	✓			
Raise additional funds through fundraising efforts	✓	✓				
Exercise discretion over expenditures for all state and local funds and, as permissible, federal funds		✓				
Final school budget approval	✓					
Establish financial policies and standard operating procedures	✓					
Maintain a reserve fund	✓					
Determine facility uses	✓	✓				
Ensure sound fiscal management and monitor budget implementation	✓	✓				
Curriculum and Instruction	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Recommend/Adopt instructional delivery model	✓	✓				
Recommend/Adopt curriculum, including any changes in curriculum as needed to improve student achievement	✓	✓				
Recommend/Adopt courses and programs to offer	✓	✓				
Recommend/Adopt textbooks, technology, and instructional materials	✓	✓				
Recommend/Establish additional graduation requirements	✓	✓				
Recommend/Adopt course and credit requirements, including technology and physical education skill requirements	✓	✓				
Recommend/Adopt seat time requirements	✓	✓				
Recommend/Adopt opportunities for student acceleration/remediation	✓	✓				
Create or modify Career Pathway curricula		✓				
Choose dual enrollment options	✓	✓				
Choose credit recovery options	✓	✓				
Utilize online learning platforms (e.g., Georgia Virtual School)	✓	✓				
Establish additional mastery level requirements for performance	✓	✓				
Locally-Approved Charter School Partners Roles and Responsibilities Chart						
Curriculum and Instruction (cont'd)	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

Select additional formative and/or summative assessments to determine student levels of mastery and growth	✓	✓				
Establish delivery model, scheduling, staffing, and supplemental services for English Learner (EL), special education (SPED), gifted, and remedial programs	✓	✓				
Establish curriculum maps, pacing charts, and methods for monitoring the curriculum		✓				
Establish lesson plan requirements for teachers		✓				
Establish placement and promotion criteria	✓	✓				
Set grading and reporting policies, plans, process, schedules, and formats	✓	✓				
Establishing and Monitoring the Achievement of School Improvement Goals	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Complete self-assessment based on Georgia School Performance Standards		✓				
Develop actions, strategies, and interventions with faculty and staff (i.e., school improvement plan)		✓				
Set a timeline for implementing school improvement timeline	✓	✓				
Set a budget for implementing school improvement timeline	✓	✓				
Recommend/Approve school improvement plan and provide oversight of its implementation	✓	✓				
Hold principal or school leader accountable for school improvement plan implementation and timeline	✓					
Hold faculty and staff accountable for school improvement plan implementation and timeline		✓				
Evaluate success of school improvement plan and recommend/make revisions as needed	✓	✓				
Regularly communicate student and school performance data to all stakeholders		✓				
Locally-Approved Charter School Partners Roles and Responsibilities Chart						
School Operations	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Provide input into school operations that are consistent with school improvement and charter goals, including establishing human resources, procedures, and handbooks		✓				
Establish work schedules of faculty and staff (e.g., hours per day, days per year, calendars)		✓				
Establish experience, training, and other requirements related to substitute teachers	✓	✓				

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

Recommend/Set school daily, weekly, and annual school calendar and class schedules, including length of school year, holidays, early release days, etc.	✓	✓				
Recommend/Approve professional development vendors and resources	✓	✓				
Manage day-to-day human resources		✓				
HR processing, including employment contracts and benefits administration		✓				
Establish extracurricular, after-school and Saturday programs as needed		✓				
Set enrichment and/or advisory periods as needed		✓				
Establish field trips, including locations and date		✓				
Set class size and student-teacher ratios	✓	✓				
Set staff-to-student ratios for non-class times (e.g., lunch, recess, specials, transitions)	✓	✓				
Establish school partnerships for school growth	✓	✓				
Develop communications strategies, including stakeholder surveys, parent involvement, volunteer support	✓	✓				
Select/Approve vendors aligned with school needs	✓	✓				
Manage transportation decisions, including authority to contract for transportation service	✓	✓				
Select information systems (e.g., Student Information System, financial information systems)	✓	✓				
Manage the facility or facilities that are owned and operated by the school system for use by the charter school	✓	✓				
Approve/manage the food service agreement with a vendor or the school system	✓	✓				

Locally-Approved Charter School Partners Roles and Responsibilities Chart

School Operations (cont'd)	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Establish school size	✓	✓				
Establish school grade span different from typical primary, elementary, middle, and high public school models (e.g., 4-8, K-8, K-12)	✓	✓				
Establish attendance policies	✓					
Establish student code of conduct and behavior policies, plans, processes, and formats	✓	✓				
Adopt and implement a marketing plan that is inclusive in its recruitment and retention of all students	✓	✓				
Ensure access to support to address the physical, social, financial, and emotional needs of students in the school	✓	✓				

*The LBOE retains its constitutional authority

Appendix C –Agreement between Local Board and Charter School regarding the Use of Federal Funds for In-Kind Services

Appendix C is a two-party agreement between DEKALB COUNTY BOARD OF EDUCATION (“Local Board”) and DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC. (“Charter School”) regarding in-kind services provided to the Charter School.

WHEREAS, the Local Board and Charter School agree that the Local Board will use a portion or all of the Charter School’s federal funds to provide in-kind services to the Charter School for the first year of the new Charter term. For years two through five, the Local Board will not use any of the Charter School’s federal funds to provide in-kind services to the Charter School during the Charter term and will distribute them to the Charter School instead.

NOW THEREFORE, in consideration for the promise made herein, the Local Board and the Charter School agree that the in-kind services outlined in the table below will be provided by the Local Board to the Charter School for the first year of the Charter term only.

Table C.1. In-Kind Services

Federal Funding Source	Description of in-kind services
IDEA	The Charter School’s proportionate amount of IDEA funding will be provided through the following in-kind services, as outlined in the DeKalb County School District’s ("DCSD") Department Services Guide: • Related services (i.e., occupational therapy, physical therapy, and speech) • Access to professional development, technical assistance, and guidance for teachers, paraprofessionals, and administrators related to transition services, intellectual disability services, behavior services, and autism services • Extended School Year services - school-based Only • Specialized materials/equipment

CHARTER FOR DEKALB AGRICULTURE TECHNOLOGY & ENVIRONMENT, INC.

	• Assistive technology services and/or devices • Access to SPED department instructional software • Low incidence teachers/services (i.e., hearing impaired, visually impaired, orthopedically impaired, audiology)
TITLE III	Title III provides supplemental services above and beyond locally-funded services for charter schools with an established ESOL program for English learners and immigrant youth. The established ESOL program must adhere to GADOE's established guidelines for providing ELs with effective English language instruction and adhere to all state and federal guidelines. The Charter School's proportionate amount of Title III funding will be provided through the following in-kind services, as outlined in the DCSD Department Services Guide: • Effective, supplemental language instruction educational programs (LIEPs) that demonstrate success in increasing EL students' English proficiency and content achievement. [See ESEA/ESSA § 3115(c)(1).] • Effective professional development (PD) for teachers, administrators, and other school personnel. [See ESEA/ESSA § 3115(c)(2).] • Parent, family and community engagement activities that enhance or supplement the Title III, Part A-funded language activities/programs. [ESEA/ESSA § 3115(c)(3)]

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respective entities designated below as of the day and year indicated.

Chairperson, DEKALB COUNTY BOARD OF EDUCATION

(Date)

Authorized Representative,
DeKalb Agriculture Technology & Environment, Inc.

(Date)