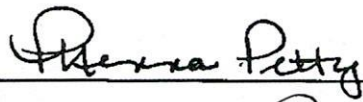


CHARTER FOR FLOYD COUNTY SCHOOLS

acknowledge and agree that electronic signatures, as well as faxed or scanned and emailed counterpart signature copies of this Charter, shall be effective and binding as original signatures.



Chairperson, STATE BOARD OF EDUCATION

4/30/2026

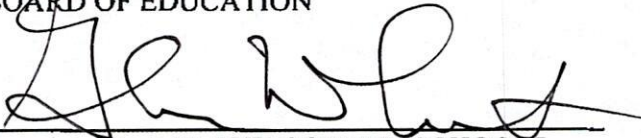
(Date)



Chairperson, FLOYD COUNTY
BOARD OF EDUCATION

5/28/26

(Date)



Superintendent, FLOYD COUNTY SCHOOLS

5-26-26

(Date)

CHARTER FOR FLOYD COUNTY SCHOOLS

This Charter for Floyd County Schools ("Charter") is entered into by the **Floyd County Board of Education** ("Local Board") and the State Board of Education ("State Board") (collectively referred to as "the parties").

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

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

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

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

1. **Definitions.** The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or State Board of Education rules or regulations, or the state accountability system, is amended otherwise.
 - a. **Additional Targeted Support and Improvement ("ATSI") school:** A school in which any subgroup of students, on its own, would identify the school as a Comprehensive Support and Improvement school.
 - b. **Charter System:** A local school system that is operating under the terms of a charter pursuant to O.C.G.A. § 20-2-2063.2.
 - c. **College and Career Academy:** A specialized school established as a charter school or pursuant to a contract for a strategic waivers school system or charter system, which formalizes a partnership that demonstrates a collaboration between business, industry, and community stakeholders to advance work force development between one or more local boards of education, a private individual, a private organization, or a state or local public entity in cooperation with one or more postsecondary institutions.

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- d. **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.
 - e. **Comprehensive Support and Improvement (“CSI”) school**: A school within the lowest performing five percent of Title 1 schools.
 - f. **Georgia Department of Education (“GaDOE” or “Department”)**: The Georgia Department of Education is the state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
 - g. **Governing council**: A school level council of parents, teachers, administrators, and other who are involved in school level governance within a charter system.
 - h. **Material term**: A material term is an important or substantial aspect in this Charter. A change to a material term may alter the rights, obligations, interests, or relations of the parties.
 - i. **Non-performing school**: A public school that is part of a Charter System and is identified as not meeting one or more of the goals (a) through (e) of Section 7 of this Charter.
 - j. **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.
 - k. **System charter school**: a school within a charter system
 - l. **Targeted Support and Improvement (“TSI”) school**: A school within the lowest performing five percent of schools with one or more consistently underperforming student groups.
2. **Charter Term**. The State Board grants this Charter to the Local Board to operate a Charter System for a 5-year term beginning on July 1, 2026, and expiring on June 30, 2031.
3. **Responsibility**. The Local Board shall ultimately be responsible for all duties to be

CHARTER FOR FLOYD COUNTY SCHOOLS

performed by the Charter System and the schools within the Charter System under this Charter.

4. **Essential or Innovative Features.** The Charter System shall implement, but is not limited to, the following innovations:
 - a. Professional Learning Communities Implementation and Design.
 - b. Implementation of a Teacher/Leader Mentorship Program.
 - c. Through the College and Career Academy, Floyd County Schools have significantly strengthened college and career readiness, marked by rising graduation rates, strong dual-enrollment and AP participation, and robust career-technical programs with exceptional outcomes for CTAE concentrators. Extensive career pathways, thriving work-based learning, and over 150 community partnerships further ensure students gain real-world skills, earn substantial wages, and graduate well-prepared for college, careers, and beyond.
 - d. Comprehensive Instructional Coaching System that encompasses Pre K through 12th Grade.
 - e. Pre K – Numeracy and Literacy.
 - f. Kindergarten through 4th Grade – ELA and Math
 - g. 5th Grade through 7th Grade – Math, ELA, Social Studies, and Science. (Middle School Reading Interventionist Countywide to address Covid delays.)
 - h. 8th Grade – 12th Grade – ELA, Math, Social Studies, Science, and Special Education.
5. **Maximum Flexibility Allowed by Law.** In exchange for the Charter System's agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 7 below, the State Board shall grant the maximum flexibility allowed by law to the Charter System. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter System shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by the Local Board, the State Board, or the Department. Notwithstanding this maximum flexibility, the Charter System and each system charter school shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 14 below, and any rules, regulations, policies, or procedures established by the State Board or the Department consistent with the Charter Schools Act.
6. **Accreditation.** The Charter System's accreditation shall be maintained for the duration of the Charter term.
7. **Accountability.** In exchange for the flexibility granted in Section 5 above, the Charter System agrees to meet or exceed the following performance-based goals and measurable

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objectives that are designed to result in improvement of student achievement. The 2025-2026 school year will serve as the baseline year for accountability data.

- a. **Goal 1:** By June 30, 2030, the Charter System shall decrease the number of schools identified as CSI schools on the 2026 CSI list released by the Department.
 - b. **Goal 2:** By June 30, 2030, the Charter System shall decrease the number of schools identified as ATSI schools on the 2026 ATSI list released by the Department.
 - c. **Goal 3:** Each System charter school that is in compliance with meeting Goals 1 – 2 of this section for the 2025-2026 baseline year shall maintain its current level of performance.
 - d. **Goal 4:** Pursuant to O.C.G.A. § 20-2-2063.2 the Charter System will operate in a fiscally sound manner as measured by not being designated a financial high-risk system as determined by the Department of Audits and Accounts and the Department.
 - e. **Goal 5:** Each system charter school shall implement the requirements included in Section 12 Governance Structure.
8. **Interventions.** Pursuant to O.C.G.A. § 20-2-2063.2, the Department shall impose one or more interventions for system charter school that have not made progress towards meeting the goals contained in Section 7 above of this Charter. Interventions include the following:
 - a. Implementation of the intensive school plan developed pursuant to O.C.G.A. § 20-14-46; or
 - b. Submission to DOAA, the Department, or both for approval of a written corrective action plan; implementation of the approved corrective action plan; and participation in annual trainings offered or required by the DOAA, the Department, or both to address the financial risk; pursuant to O.C.G.A. § 20-67; or
 - c. Any other interventions or requirements deemed appropriate by the Department and the State School Superintendent.
9. **Annual Report.** The Charter System shall submit an annual report by November 1 of each year to the Department. The annual report shall comply with all requirements set forth in O.C.G.A. § 20-2-2067.1(c), and the implementation and impact of the waivers utilized by the charter system. Additionally, the Charter System shall submit with the annual report the most recent audit report from the Department of Audits and Accounts and the current literacy plan.
10. **Federally Mandated Educational Services.**

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- a. **Students with Disabilities.** The Charter System and each system charter school shall comply with all federal special education laws and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act. Special education teachers must have a bachelor's degree and must either be certified in special education or hold a special education license in Georgia.
- b. **English Learners.** The Charter System and each system charter school shall comply with all applicable federal laws and regulations relating to the provision of educational services to English Learners.
- c. **Assessment and Accountability.** The Charter System and each system charter schools are subject to all federal accountability requirements under the Elementary and Secondary Education Act, subject to any amendment, waiver, or reauthorization thereof.
- d. **Family Educational Rights and Privacy Act.** The Charter System and each System charter school are subject to all provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. In the event a System charter school closes, it shall transmit all official student records in the manner prescribed by the State Board or the Department.
- e. **Health Insurance Portability and Accountability Act.** The Charter System is subject to all provisions of the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, § 264, 110 Stat. 1936.

11. Governance Structure.

- a. **Governing Council.** Each system charter school shall utilize a Governing Council as its governing body, which shall operate with the intent and purpose of maximizing school-level decision making. The Governing Councils shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law. The Governing Councils shall be designated as the School Governance Teams ("SGTs").
- b. **School Level Governance.** The Governing Councils shall maximize school-level governance, which is defined as decision-making authority in personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations.
- c. **Control and Management by Local Board.** The Governing Council at each system

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charter school shall be subject to the control and management of the Local Board.

- d. **Function.** It shall be the function of the Governing Councils to maximize school-level governance, uphold the Charter System's mission and vision, set policy for each system charter school, ensure effective organizational planning, and ensure that the Accountability goals in Section 7 are met.
- e. **Decision-Making Authority.** The decision-making authority of the principal of each system charter school, the School Governing Council of each system charter school, and the Local Board in personnel decisions, including hiring school principals and teachers; financial decisions; curriculum and instruction; resource allocation; establishing and monitoring the achievement of school improvement goals; and school operations shall be implemented.
- f. **Annual Training.** The Local Board shall adopt an annual training program that includes, at a minimum, an explanation of charter system culture and expectations. All Local Board members, all Governing Council members, the Superintendent, key Local District staff, and principals of system charter schools shall be trained.
- g. **Public Meetings.** The Governing Councils are subject to and shall comply with the Open and Public Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, and any subsequent amendment thereof. The Governing Councils shall conduct regular meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of each system charter school.
- h. **Public Records.** The Governing Councils are subject to and shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, and any subsequent amendment thereof. The Governing Councils shall maintain their adopted policies, budgets, meeting agendas and minutes and shall make such documents available for public inspection.
- i. **Conflicts of Interest.** The Charter System shall establish a formal policy to prevent and disclose conflicts of interest. Members of the Governing Councils and system charter school employees shall abide by such conflicts of interest policy.

12. Fiscal Control.

- a. **Annual Audit.** The Charter System shall be subject to an independent annual financial audit conducted by the Georgia Department of Audits and Accounts or an independent CPA licensed in Georgia as required by law. The Charter System is required to submit to the Department a copy of the most recent audit with the Annual Report referenced in Section 10.

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- b. **Federal Funding and Monitoring Requirements.** Each system charter school shall comply with all federal eligibility and monitoring requirements related to the receipt of federal funds.
 - c. **Insurance.** The Charter System shall obtain adequate insurance coverage and shall maintain such coverage throughout the Charter term in accordance with the laws of the State of Georgia.
 - d. **Responsibility for Debts.** The Charter System is solely responsible for all debts incurred by the Charter System and its governing body. Except as agreed hereto, the State Board shall not be contractually bound to the Charter System or to any third party with whom the Charter System has a contract or from whom the Charter System has purchased goods or services.
13. **Compliance with Other Laws, Rules, and Regulations.** The Charter System and each system charter school shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws that may not be waived pursuant to O.C.G.A. § 20-2-2065, including the following, which are listed by way of example and not by way of limitation.
- a. **Civil Rights, Insurance, Health and Safety and Conflicting Interests.** The Charter System and each system charter school shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct.
 - b. **Assessment and Accountability.** The Charter System and each system 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 49, O.C.G.A. § 20-2-73, the use of Teacher and Leader Effectiveness Systems pursuant to O.C.G.A. §§ 20-2-210, and any corresponding rules and regulations.
 - c. **Asbestos Remediation.** The Charter System and each system charter school shall comply with the terms of any applicable asbestos remediation plan.
 - d. **Unlawful Conduct.** The Charter System and each system charter school shall be subject to all laws relating to unlawful conduct in or near a public school.

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- e. **Student Conduct and Discipline.** The Charter System and each system charter school shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.
- f. **State Board Rules.** The Charter System and each system 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 5 above.
- g. **Prohibition on Discrimination.** The Charter System and each system charter school shall not discriminate against students on the basis any characteristic protected by local, state, or federal law.
- h. **Reporting Requirements.** The Charter System and each system 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.
- i. **Tuition.** The Charter System and each system 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.
- j. **Brief Period of Quiet Reflection.** The Charter System and each system charter school shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
- k. **Individual College and Career Plans.** The Charter System and each system charter school shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.
- l. **QBE Formula Earnings.** The Charter System acknowledges that criteria used to calculate Quality Basic Education ("QBE") funding may not be waived.
- m. **Funding.** The Charter System acknowledges that, although becoming a Charter System provides a district maximum flexibility, waivers cannot be used to generate additional funding.
- n. **Early Intervention Programs.** The Charter System shall comply with O.C.G.A. § 20-2-153 and the accompanying State Board Rule related to early intervention programs.
- o. **Divisive Concepts.** The Charter System shall comply with O.C.G.A. § 20-1-11 related to divisive concepts.

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Failure to operate in accordance with the provisions of this Section may result in loss of flexibility for the Charter System.

- 14. Compliance with Rules, Practices, Policies, and Procedures of the Department.** The Charter System shall operate in accordance with the rules, practices, policies, and procedures established by the State Board and the Department.

15. Termination of Charter.

- a. **Termination Procedures.** The parties acknowledge and agree that this Charter may be terminated following the procedures set forth in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.
- b. **Requests for Termination.** The termination of this Charter may be requested by any School Governing Council following the procedures set forth in O.C.G.A. § 20-2-2068 (b) and the accompanying State Board Rule.
- c. **Termination Grounds.** The State Board may terminate this Charter based on any of the following grounds:
 - i. The Charter System's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;
 - ii. The Charter System's failure to adhere to any material term of this Charter, including, but not limited to, the performance goals set forth in Section 7 above;
 - iii. The Charter System's failure to meet generally accepted standards of fiscal management;
 - iv. The Charter System is designated as a high-risk system by the Department of Audits and Accounts;
 - v. The Charter System's violation of applicable federal, state, or local laws, or court orders;
 - vi. The Charter System's failure to comply with any provision of O.C.G.A. § 20-2-2065;
 - vii. The existence of conditions that place the health, safety, or welfare of

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students or staff of the Charter System in danger; or

- viii. Other sufficient grounds the State Board finds appropriate to terminate the Charter as a result of evidence presented at the hearing on a request for termination.

16. **Renewal, Non-Renewal, and Probationary Status.**

- a. **Renewal.** The Charter may be renewed by agreement of the parties following the procedures set forth in the Charter Schools Act and accompanying State Board Rule.
 - b. **Non-Renewal.** Any grounds for termination stated in Section 16(c) above may also be grounds for non-renewal. In addition, the State Board may elect not to renew the Charter if the petition for renewal does not comply with the Charter Schools Act and the rules, regulations, policies, and procedures promulgated in accordance with the Charter Schools Act or if the State Board deems that the Charter System or a system charter school has not sufficiently increased student achievement or is no longer in the public interest.
 - c. **Probationary Term.** In the event the State Board determines that the Charter System has failed to comply with any provision of this Charter, the State Board may elect to grant a renewal for a probationary term, within which term the Charter System must come into compliance satisfactory to the Department.
17. **Temporary Extension.** At the discretion of the Department and the Local Board, the Charter term may be extended for a grace period not exceeding sixty (60) days. The request for a temporary extension must be in writing and will be attached to this Charter.
18. **Amendments to Charter.** Any material term of this Charter, to be determined by the Department, may be amended in writing upon the approval of the Local Board and the State Board. Any proposed amendment shall be made in accordance with O.C.G.A. § 20-2-2067.1 and the accompanying State Board Rule.
19. **Administrative Clarifications.** Any request for a clarification to a non-material term of this Charter, to be determined by the Department, shall be submitted in writing to the Department for review. Any non-material term of this Charter may be clarified upon written approval of the Department.
20. **Non-Agency.** The parties expressly acknowledge and agree that the Charter System is not acting as the agent of the State Board or the Department, except as required by law or this

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Charter. The Charter System acknowledges that it is without authority to, and will not, extend the faith and credit of the State Board or the Department to any third party.

21. **Delegation.** The parties agree and acknowledge 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.
22. **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.
23. **Headings.** Section headings are for convenient reference only and are not part of the Charter or in any way to enlarge or limit any Section's contents.
24. **Non-Waiver.** No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.
25. **Severability.** If any provision of the Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in full force and effect.
26. **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.*
27. **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 against the State Board shall be brought in the Superior Court of Fulton County.
28. **Entire Agreement.** This Charter sets forth the entire agreement between the Local Board and the State Board with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Local Board and the State Board are superseded by this Charter. The petition submitted to and approved by the Local Board serves only as the formal application for the Charter System and does not constitute a contract or any type of agreement between the State Board and the Local Board.
29. **Counterparts.** The parties agree that this Charter may be executed in one or more counterparts which, when taken together, shall constitute one agreement. The parties further