

## CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

This Charter for KIPP Metro Atlanta Schools Cluster (“Charter Cluster”) is entered into by and between KIPP Metro Atlanta Collaborative, Inc. (“Petitioner”), the Atlanta Public Schools Board of Education (“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 Charter Cluster 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”).

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- 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 limited, to curriculum design, professional development, student assessments, financial and operational management, facilities management, and human resources management, such as Education Management Organizations (“EMOs”), Charter Management Organizations (“CMOs”), Education Service Organizations (“ESOs”), and others.
- d. **Georgia Department of Education (“GaDOE” or “Department”)**: The Georgia Department of Education is the state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
- e. **Georgia Milestones Assessment System (“Georgia Milestones”)**: The Georgia Milestone Assessment System is a state-required assessment system to measure student acquisition of the knowledge and skills set forth in the state standards. Georgia Milestones is a consistent testing program that will be administered across grades three through twelve in the content areas of Reading, English/Language Arts, Mathematics, Science, Social Studies, and Writing.
- f. **Local Educational Agency (“LEA”)**: A Local Educational Agency is the public authority legally constituted by the state as an administrative agency to provide control of and direction for kindergarten through Grade 12 public education institutions.
- g. **Material term or provision**: A material term or provision is an important or substantial aspect in this Charter. A change to a material term or provision may alter the rights, obligations, interests, or relations of the parties.
- h. **State Board of Education (“SBOE” or “State Board”)**: The State Board of Education is the constitutional authority that defines education policy for public K – 12 education agencies in Georgia.
- i. **Cluster Charter School**: A school operated by the Charter Cluster.

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2. **Charter Term.** The State Board grants this Charter to Petitioner to operate the Charter Cluster for a 5-year term beginning on **July 1, 2024** and expiring on **June 30, 2029**.
3. **Grade Range and Enrollment.** The Charter Cluster shall serve grades K-12. The Charter Cluster’s total enrollment shall not exceed 4550 during the term of the Charter. If the Charter Cluster seeks to exceed the enrollment of 4550 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 Cluster’s annual enrollment projections, up to the enrollment cap identified in this Charter, must be formally approved by the Local Board of Education, which agrees to fund any additions above the annual projection for which it approves.
4. **Mission Statement.** The mission of the Charter Cluster is “Together with families and communities, we create joyful, academically excellent schools that prepare students with the skills and confidence to pursue the paths they choose—college, career, and beyond—so they can lead fulfilling lives and build a more just world.”
5. **Essential or Innovative Features.** The Charter Cluster will offer the following essential or innovative features during the charter term:
  - shall implement an educational program that creates and reinforces a culture of achievement and support; incorporates extended school days, weeks, and years as well as extended instructional time; autonomy staffing models and compensation, customized professional development and evaluation plans, robust implementation of assessments, flexibility in teacher responsibilities and adoption and adaption of curriculum to meet students’ needs.
6. **Maximum Flexibility Allowed By Law.** In exchange for the Charter Cluster’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 Cluster. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter Cluster 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 Department. Notwithstanding this maximum flexibility, the Charter Cluster 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 Department consistent with the Charter Schools Act.

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7. **Accreditation.** If the Charter Cluster serves grades 8-12, the Charter Cluster 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 Cluster agrees to meet or exceed the following performance-based goals and measurable objectives that are designed to result in improvement of student achievement as set forth by the State Board of Education and Local Board of Education in Appendix A incorporated into this Charter.
9. **Assessment and Accountability.** Notwithstanding Sections 6 and 8 above, the Charter Cluster 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 Cluster is further subject to all federal accountability requirements under the Elementary and Secondary Education Act, subject to any amendment, waiver, or reauthorization thereof.
10. **Annual Report.** The Charter Cluster shall submit an annual report by November 1 of each year to the Georgia Department of Education. The annual report shall comply with all requirements set forth in O.C.G.A. § 20-2-2067.1(c), including, but not limited to, an indication of the Charter Cluster's progress towards the goals and objectives stated in Section 8 above and all state-mandated assessment and accountability scores from the previous year, if available. The Charter Cluster shall post the annual report on the school's website and make copies available to the community.
11. **Open Enrollment and Admissions.** The Charter Cluster 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 within the Atlanta Public Schools attendance zone pursuant to the following criteria:
  - i. KIPP WAYS Primary School and KIPP WAYS Academy shall have three focus areas:
    1. First priority is given to children of families living in Focus Area 1, which comprises the 30314-zip code.

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2. If space allows, priority is given next to children of families living in Focus Area 2, which is composed of scholars living in the 30318-zip code.
    3. Focus Area 3 includes all areas within the APS attendance zone that are not within the 30314 or 30318 zip codes.
  - ii. KIPP STRIVE Primary School and KIPP STRIVE Academy shall have three focus areas:
    1. First priority is given to children of families living in Focus Area 1, which comprises the 30310-zip code.
    2. If space allows, priority is given next to children of families living in Focus Area 2, which is composed of scholars living in the 30311-zip code.
    3. Focus Area 3 includes all areas within the APS attendance zone that are not within the 30310 or 30311 zip codes.
  - iii. KIPP Vision Primary School and KIPP Vision Academy shall have three focus areas:
    1. First priority is given to children of families living in Focus Area 1, which comprises the 30315-zip code.
    2. If space allows, priority is given to children of families living in Focus Area 2, which is composed of scholars living in the 30354-zip code.
    3. Focus Area 3 includes all areas within the APS attendance zone that are not within the 30315 or 30354 zip codes.
  - iv. KIPP Soul Primary School and KIPP Soul Academy has not established an attendance focus area and therefore is open to all areas within the APS attendance zone using the enrollment priorities (as outlined below) for all applicants.
  - v. KIPP Atlanta Collegiate High School
    1. KIPP Atlanta Collegiate High School has not established an attendance focus area and therefore is open to all areas within the APS attendance zone using the enrollment priorities (as outlined below) for all applicants.
- b. **Application.** To be eligible for enrollment in a Cluster Charter School, students residing in the attendance zone must submit a timely application to the applicable

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Cluster Charter School in accordance with the deadline set by the Cluster Charter School. The Charter Cluster 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 Cluster 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 Cluster may gather other relevant information from students after enrollment is determined.

- c. **Annual Enrollment.** Each Cluster Charter School must offer at least one annual enrollment opportunity for each grade level served for which space is available.
- d. **Random Lottery.** If the number of timely applicants received by the applicable Cluster Charter School exceeds the approved enrollment cap or the capacity of a program, class, grade level, or building, the Cluster 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. Each Cluster Charter School shall not conduct more than one lottery, per grade, per admissions cycle.
- e. **Statutory Enrollment Priorities.** In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Cluster Charter Schools shall give enrollment priority to the following categories of applicants and in the following priority:
  - i. For KIPP Atlanta Collegiate High School:
    - 1. **Priority 1:** Petitioner will first provide priority to a scholar whose parent or guardian is a director or employee of Petitioner.
    - 2. **Priority 2:** Petitioner will provide priority next to a scholar who matriculates from a Cluster Charter School AND has a sibling enrolled at KIPP Atlanta Collegiate High School.
    - 3. **Priority 3:** Petitioner will provide priority next to a scholar who matriculates from a KIPP Metro Atlanta Schools Cluster Charter School.
    - 4. **Priority 4:** Petitioner will provide priority next to a sibling of a scholar enrolled in a Cluster Charter School.

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5. **Priority 5:** Petitioner will provide priority next to a scholar residing in the attendance zone described above.
  - ii. For all other schools within the Charter Cluster, Petitioner will utilize the following enrollment priorities:
    1. **Priority 1:** Petitioner will first provide priority to a scholar whose parent or guardian is a director or employee of Petitioner.
    2. **Priority 2:** Petitioner will provide priority next to a scholar who matriculates from a Cluster Charter School
    3. **Priority 3:** Petitioner will provide priority next to a sibling of a scholar enrolled in a Cluster Charter School.
    4. **Priority 4:** KIPP Petitioner will provide priority next to a scholar residing in the attendance zone, using the focus areas described above.
  - f. **Weighted Lottery.** In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Cluster Charter School may utilize a weighted lottery to provide an increased chance of admission to educationally disadvantaged students, as defined by State Board Rule.
11. **Withdrawal without Penalty.** The Charter Cluster and each Cluster Charter School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. The Charter Cluster agrees that a student may withdraw without penalty from a Cluster Charter School at any time and enroll in another public school in the local school system in which such student resides.
12. **State and Federally Mandated Educational Services.**
- a. **Students with Disabilities.** The Charter Cluster and each Cluster 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 Language Learners.** The Charter Cluster and each Cluster Charter School shall comply with all applicable federal laws and regulations relating to the provision of educational services to English Language Learners.

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- c. **Remediation.** The Charter Cluster and each Cluster Charter School shall provide remediation in required cases pursuant to State Board of Education Rule 160-4-5-.01 and ESEA as amended, subject to any amendment, waiver, or reauthorization thereof.

### 13. Governance Structure.

- a. **Governing Board.** The Charter Cluster 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 agreement and which shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law.
- b. **Function.** It shall be the function of the Governing Board to uphold the Charter Cluster's mission and vision, to set policy for the Charter Cluster, to work collaboratively with school officials to ensure the Charter Cluster complies with the performance goals enumerated in Appendix A, to ensure effective organizational planning, and to ensure financial stability of the Charter Cluster.
- c. **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.
- d. **Annual Training.** The Governing Board shall receive initial training and annual training thereafter. Pursuant to O.C.G.A § 20-2-2072 and relevant State Board Rule 160-4-9.06, the training shall include, but not be limited to, 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.
- e. **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



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avoidance of actual or apparent conflicts of interest in the governance of the Charter Cluster.

- f. **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 Cluster 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.
- g. **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 by the Charter Cluster shall abide by such conflicts of interest policy. Upon request, the Charter Cluster shall provide conflict of interest forms to the Local Board or Department demonstrating that Governing Board members are in compliance with the conflicts of interest policy.
- h. **Public Status.** Petitioner assures that the Charter Cluster shall be public, nonsectarian, nonreligious, nonprofit schools organized and operated under the laws of the State of Georgia. Petitioner further assures that the Cluster Charter Schools shall not be home based.
- i. **Board Compensation.** Petitioner shall not compensate members of the Charter Cluster's Governing Board in excess of reasonable expenses incurred in connection with actual attendance at board meetings or with performance of duties associated therewith.

### 14. Fiscal Control.

- a. **Financial Reporting Requirements.** The Charter Cluster shall follow the financial requirements of the Charter Schools Section of the Department's Financial Management for Georgia Local Units of Administration Manual. The Charter Cluster shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.

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- b. **Annual Audit.** The Charter Cluster shall have an annual financial audit.
  - i. The financial audit shall be conducted by an independent certified public accountant licensed in the State of Georgia. The Charter Cluster will submit its annual financial audit to the State of Georgia by November 1st each year.
  - ii. A separate audit shall not be required for a school if the Charter Cluster is included in the local school system audit conducted pursuant to O.C.G.A. § 50-6-6, but the Charter Cluster will submit the system's audit to the State of Georgia by November 1st each year.
- c. **Base Per-Pupil Funding.** The base per-pupil funding amount is the school system's good-faith estimate for the charter term. Based on this estimate, the Local Board shall fund the Charter Cluster at no less than a per-pupil base rate of \$13,768 provided that the amount of revenue received by the district is equal to the amount of revenue on which the good faith estimate is based.
- d. **Chief Financial Officer.** The Charter Cluster shall designate a Chief Financial Officer, who shall possess the following minimum qualifications:
  - i. A baccalaureate or higher degree in business, accounting, or finance from an accredited college or university and a minimum of four (4) years' experience in a field related to business or finance; or
  - ii. Documented experience of ten (10) or more years in the field of business and financial management.
- e. **Federal Funding and Monitoring Requirements.** The Charter Cluster shall comply with all federal eligibility and monitoring requirements related to the application for and receipt of federal funds.
- f. **Insurance.** The Charter Cluster shall obtain adequate insurance coverage and the Charter Cluster shall maintain such coverage throughout the Charter term in accordance with the laws of the State of Georgia. The Charter Cluster shall obtain a Certificate of Insurance which shall name the Local Board of Education and the State Board of Education as additional insureds.

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- g. **Surplus Funds.** Any surplus funds remaining at the close of each fiscal year will be used to enhance the Charter Cluster’s academic program. Under no circumstances shall any surplus be distributed to the Charter Cluster’s employee(s), board member(s), educational service provider, or educational management organization.
  - h. **Federal Funding – Proportionate Share and In-Kind Services.** The Local Board shall distribute to each Cluster Charter School the proportionate amount of federal funds for which the Cluster 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 Cluster Charter Schools’ proportionate amounts 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.
  - i. **Responsibility for Debts.** The Charter Cluster is solely responsible for all debts incurred by the Charter Cluster and its Governing Board. Except as agreed hereto, the Local Board and the State Board shall not be contractually bound to the Charter Cluster or to any third party with whom the Charter Cluster has a contract or from whom the Charter Cluster has purchased goods or services.
15. **Compliance with Other Laws, Rules, and Regulations.** The Charter Cluster 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 the following, which are listed by way of example and not by way of limitation.
- a. **Civil Rights, Insurance, Health, Safety, and Conflicting Interests.** The Charter Cluster and each Cluster Charter School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions and the prevention of unlawful conduct.

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- b. **Asbestos Remediation.** The Charter Cluster and each Cluster Charter School shall comply with the terms of any applicable asbestos remediation plan.
- c. **Unlawful Conduct.** The Charter Cluster and each Cluster Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.
- d. **Student Conduct and Discipline.** The Charter Cluster and each Cluster Charter School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.
- e. **State Board of Education Rules.** The Charter Cluster shall operate in accordance with all State Board of Education Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 6 above.
- f. **Prohibition on Discrimination.** The Charter Cluster and each Cluster Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, academic ability, the need for special educational services, or any other characteristic protected by local, state, or federal law.
- g. **Reporting Requirements.** The Charter Cluster shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320, and 20-2-740.
- h. **Tuition.** The Charter Cluster shall not charge tuition or fees to its students except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.
- i. **Brief Period of Quiet Reflection.** The Charter Cluster shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
- j. **Individual Graduation Plans.** The Charter Cluster shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.
- k. **Family Educational Rights and Privacy Act.** The Charter Cluster and each Cluster Charter School is subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. In the event that a Cluster Charter School closes,

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it shall transmit all official student records in the manner prescribed by the State Board or the Georgia Department of Education.

- l. **Records Retention.** The Charter Cluster shall be responsible for maintaining and retaining its records, including student records, employee records, and all corporate records related to the Charter Cluster's operations in accordance with Georgia Law, State Board Rule, and this Charter. In the event that a Cluster Charter School closes, it shall provide for the maintenance, retrieval, and transmittal of all records in the manner prescribed by the State Board or the Department. Neither the Department nor the State Board shall be required to assume possession of the Charter Cluster's records.
- m. **QBE Formula Earnings.** The Charter Cluster acknowledges that criteria used to calculate Quality Basic Education ("QBE") funding may not be waived.
- n. **Early Intervention Programs.** The Charter Cluster shall comply with O.C.G.A. § 20-2-153 related to early intervention programs.

### 16. Education Service Providers.

- a. If the Charter Cluster 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.
- b. If the Charter Cluster contracts with an Education Service Provider, the Charter Cluster shall notify the Local Board and the State Board before agreeing to any material changes or amendments to the contract with the Education Service Provider. The Charter Cluster shall provide notice to the Local Board and State Board at least thirty (30) days prior to signing the revised contract. The notice shall include a copy of the proposed changes and/or amendments to the contract between the Charter Cluster and the Education Service Provider. If any changes to the contract between the Charter Cluster and Education Service Provider results in material changes to this Charter, the Charter Cluster shall seek an amendment to this Charter.

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17. **Compliance with the Rules, Practices, Policies, and Procedures of the Department.** The Charter Cluster and each Cluster Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the State Board and the Department.
18. **Employment Matters.** Individuals employed by the Charter Cluster shall not be considered employees of the State Board or the Department.
- a. **Background Checks.** The Charter Cluster shall continue to utilize background check procedures and shall ensure that all prospective employees or any individual that will have substantial contact with students undergo a fingerprinting and background check prior to beginning work at a Cluster Charter School or having contact with students.
  - b. **Teachers' Retirement System.** All qualified teachers in the Charter Cluster shall be members of the Teachers Retirement System of Georgia ("TRS") and subject to its requirements. The Charter Cluster is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements.
  - c. **Teacher and Leader Evaluation.** The Charter Cluster 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 Cluster shall have at least two individuals credentialed in using TKES. If the most senior Charter Cluster 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.
19. **Record Inspection.** Subject to state and federal laws, the State Board, the Department 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 Cluster.
20. **Facilities.**
- a. **Approval of Site and/or Facility.** The Charter Cluster 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

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facilities. The Charter Cluster shall contact the Georgia Department of Education's Facilities Services Division regarding the following:

- i. **Site Approval.** The Charter Cluster shall maintain site approval received from the Facilities Services Division and obtain site approval for any new sites. Once new site approval has been granted, the Charter Cluster will be issued an additional site code. The Charter Cluster 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.
  - ii. **Architectural Review.** The Charter Cluster shall submit and have approved by the Facilities Services Division all architectural plans for any new facility that will house any part of a Cluster Charter School during the Charter term. The Charter Cluster 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.
  - iii. **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. A locally-approved Charter Cluster shall contact their school system's facilities department and make a request for a school code. The Charter Cluster shall properly obtain a school code prior to occupancy of the new site and/or facility.
- b. Prior to opening any new Cluster Charter School site and/or facility, and prior to students occupying any new facility, the Charter Cluster shall obtain and submit the following documents to the Department:
  - i. **Documentation of Ownership or Lease Agreement.** The Charter Cluster shall obtain documentation of ownership or the lease agreement for the new facility that will house all or part of the Cluster Charter School.
  - ii. **Certificate of Occupancy.** The Charter Cluster shall obtain a Certificate of Occupancy for the facility in which all or part of Cluster Charter School shall be located.

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iii. **Emergency Safety Plan.** The Charter Cluster 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 the local law enforcement agency for approval.

21. **Transportation.** To the extent the Charter Cluster offers a transportation program for its students, the Charter Cluster shall ensure that the program complies with all applicable laws governing transportation of students.

22. **Food Services.** To the extent the Charter Cluster offers a food service program, the Charter Cluster shall ensure that the program complies with all applicable laws governing food service for students.

### 23. **Termination of Charter.**

a. **Termination Grounds.** The Charter Cluster Charter may be terminated based on any of the following grounds; provided, however, that where only one or more specified Cluster Charter School fail to meet one or more of the grounds below, the Charter shall be partially terminated only with respect to that school or schools:

- i. The Charter Cluster's failure to timely implement the interventions set forth or approved by the Department;
- ii. The Charter Cluster's failure to adhere to any other material term of this Charter, including, but not limited to, failure to achieve the performance goals set forth in in Section 8 above and Appendix A;
- iii. The Charter Cluster's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;
- iv. The Charter Cluster's failure to meet generally accepted standards of fiscal management;
- v. The Charter Cluster's violation of applicable federal law, state law, local law, court orders, rules, or regulations;



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- vi. The existence of competent substantial evidence that the continued operation of the Charter Cluster would be contrary to the best interests of the students or the community;
  - vii. The Charter Cluster's failure to comply with any provision of the Charter Schools Act;
  - viii. The existence of conditions that place the health, safety, or welfare of students or staff of the Charter Cluster in danger;
  - ix. The Charter Cluster'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
  - x. 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).
- b. **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 Cluster, a majority of the faculty and instructional staff employed in the Charter Cluster, 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.
- c. **Breach of Charter.** In the event the Charter Cluster fails to comply with any material provision of this Charter, the Department shall notify the Charter Cluster by (1) certified mail by a nationally-recognized overnight courier, postage prepaid, return receipt request or (2) by electronic mail with a confirmation copy sent by first class mail, by a nationally-recognized overnight courier, 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 Cluster's file maintained by the Department.
- d. **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).

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- e. **Distribution of Funds and Assets.** In the event the Charter Cluster ceases operation for any reason, the Charter Cluster and its Governing Board will be responsible for concluding the business and affairs of the Charter Cluster 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 Cluster 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 Cluster's unpaid debts in the event the Charter Cluster 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.

24. **Pre-Opening Suspension.** In the event the Charter Cluster 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 a Cluster Charter School, the opening may be suspended until a time after all requirements have been fulfilled by the Charter Cluster as determined by the Local Board and Department. Suspension will prohibit the extension of the Charter term set forth above in Section 2.

### 25. **Renewal, Non-Renewal, and Probationary Term.**

- a. **Renewal.** The Charter may be renewed by agreement of the parties following the procedures set forth in the Charter Schools Act and accompanying State Board Rule.
- b. **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 deems that the Charter

## CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

Cluster has not sufficiently increased student achievement or is no longer in the public interest.

- c. **Probationary Term.** In the event the Charter Cluster 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 of Education, within which the Charter Cluster must come into compliance satisfactory to the State Board and Local Board.
26. **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.
  27. **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 Cluster. Any proposed amendment shall be made in accordance with State Board Rule 160-4-9-.06 *et seq.*
  28. **Mandatory Training.** The State Board reserves the right to require the Charter Cluster to attend any training related to the responsibilities of a Charter School.
  29. **Indemnification.**
    - a. The Petitioner and the Charter Cluster agree to indemnify, defend, and hold harmless the Local Board, the School District, the Department, and the State Board, their officials, officers, employees, agents, volunteers, and assigns (all of whom hereinafter may collectively be referred to as "Indemnitees"), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including, but not limited to, the Charter Cluster's employees), patent, copyright, or infringement on any intellectual property rights, or loss or destruction of property (including loss of use, damage or destruction of Indemnitee owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the Charter Cluster or Petitioner, their employees,

## CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to their performance of this Charter regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.

- b. The Charter Cluster 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 Indemnitee seeking indemnification; or (b) If the Indemnitee fails to (i) provide written notice of the third party claim or suit within a reasonable time, (ii) cooperate with reasonable requests of the Charter Cluster or Petitioner related to the indemnification; or (iii) assist the Charter Cluster or Petitioner with the defense of such claim or suit.
  - c. The Charter Cluster and Petitioner's obligations to indemnify any Indemnitee shall survive the completion, expiration, or termination of this Agreement for any reason.
30. **Non-Agency.** The parties expressly acknowledge and agree that the Charter Cluster is not acting as the agent of the Local Board, the State Board, or the Department, except as required by law or this Charter. The Charter Cluster acknowledges that it is without authority to, and will not, extend the faith and credit of the Local Board, the State Board, or the Department to any third party.
31. **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.
32. **Application of Amended Law.** This Charter is subject to applicable federal and state laws, rules, regulations, and state accountability requirements. Any amendments to laws, rules, regulations, or state accountability requirements cited herein will result in the correlative and immediate modification of this Agreement without the necessity for executing a written amendment.
33. **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.

## CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

34. **Non-Waiver.** No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.
35. **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.
36. **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.*
37. **Governing Law and Venue.** This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. Any action brought by one party to this Charter against another party shall be brought in the Superior Court of Fulton County.
38. **Multi-Year Contracts Beyond Charter Term.** The Charter Cluster 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:
- a. The contract shall terminate absolutely and without further obligation on the part of the Charter Cluster 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;
  - b. The contract may be renewed only by a positive action taken by the Charter Cluster; and
  - c. The contract shall state the total payment obligation of the Charter Cluster 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.

39. **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

**CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER**

between 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 between 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 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.

40. **Counterparts.** The Parties agree that this Agreement may be executed in one or more counterparts which, when taken together, shall constitute one Agreement. All faxed or scanned and emailed counterpart signature copies of this Agreement shall be as effective and binding as original signatures.

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Chairperson,  
GEORGIA STATE BOARD OF EDUCATION

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(Date)

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Authorized Representative,  
KIPP METRO ATLANTA  
COLLABORATIVE, INC.

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(Date)

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Chairperson,  
ATLANTA PUBLIC SCHOOLS  
BOARD OF EDUCATION

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(Date)

# CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

## Appendix A – Accountability and Consequences

### ACCOUNTABILITY REQUIREMENTS

The Local Board and State Board shall hold the Charter Cluster accountable for the full performance of the performance framework standards listed below; provided, however, that for any Goals below that apply to individual Cluster Charter Schools, any Consequences shall apply to only those Cluster Charter Schools that fail to meet such goals. In the event that data are not available to make a determination regarding one of the goals below, the Department and the Local Board shall use the remaining goals to decide if the Charter Cluster has met its accountability requirements.

The Charter Cluster will receive a report on its performance on each of the standards below from the Georgia Department of Education as they become available. The report will include any interventions or consequences that need to be implemented by the Charter Cluster.

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

#### I. **ACADEMIC PERFORMANCE STANDARDS**

**Goal 1:** During each year of its charter contract term the Cluster Charter School shall meet at least one of the following performance standards.

**First Look – School Performance Gap Closure.** The primary academic outcome Georgia seeks from its local charter schools is that they *increase their College and Career Readiness Performance Index (CCRPI) score each year until they reach 100*. The performance standards that measure CCRPI progress include growth in CCRPI itself and in its two major academic components, Content Mastery and Progress Score. The Department’s “First Look” at annual charter school performance is to see if the school has met the standard for any of the following three CCRPI gap-closing measures. Meeting any one of these standards constitutes having achieved Goal 1 for a given year.

- a. Increase its CCRPI score by at least 4% of the gap between 100 and the school’s previous year CCRPI score in each grade band served (elementary, middle, and/or high school);

**OR**

## CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

- b. Increase its CCRPI Content Mastery score by at least 10% of the gap between 100 and its previous year CCRPI Content Mastery score in each grade band served (elementary, middle, and/or high school);

**OR**

- c. Increase its CCRPI Progress score by at least 10% of the gap between 100 and its previous year CCRPI Progress score in each grade band served (elementary, middle, and/or high school).

**Second Look – School-District Comparisons.** If a Cluster Charter School does not achieve at least one of the “First Look” School Performance Gap Closure standards, consideration will be given for achieving one of the “Second Look” School-District Comparison standards. The secondary academic outcome Georgia seeks from its local charter schools is that ***they do better than the district schools to which their students would otherwise be zoned.*** Performance standards include whether the school exceeds the CCRPI score (CCRPI, Content Mastery, or Progress) of their authorizing district or of the average of the three district schools to which a majority of the charter school’s students would otherwise be zoned (“majority comparison schools”).

- a. Exceed the CCRPI score of the authorizing school district or the district majority comparison schools;

**OR**

- b. Exceed the CCRPI Content Mastery scores of the authorizing district or the district majority comparison schools;

**OR**

- c. Exceed the CCRPI Progress scores of its authorizing school district or of the district majority comparison schools.

**Goal 2:** The Cluster Charter School shall maintain a cumulative “C” or 70 average CCRPI score or higher over the course of the charter term. During each year of its charter contract term, the school will perform at the level required to stay off the list of Targeted Support and Improvement (TSI) and Comprehensive Support and Improvement schools published annually by GaDOE.

## II. SCHOOL CLIMATE PERFORMANCE STANDARDS



## CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

**Goal 3:** The Cluster Charter School shall achieve and maintain a School Climate Star Rating of 4 or more stars during its charter term.

### III. FINANCIAL PERFORMANCE STANDARDS

**Goal 4:** During each year of its charter contract term, the Charter Cluster shall achieve all six of the following financial performance standards.

- a. Not be in default of loan or bond covenant(s) and not be delinquent with debt services payments;

**AND**

- b. Achieve a Current Ratio (Working Capital Ratio) that is greater than 1.0 and one-year trend is positive;

**AND**

- c. Possess a Debt to Asset Ratio that is less than 95 percent;

**AND**

- d. Unrestricted Days Cash (Total Expenses/365) that is greater than 45 and the one-year trend is positive;

**AND**

- e. The Charter Cluster received and submitted to GaDOE by November 1 an annual independent audit with an opinion of the auditor as regards the accuracy of the Charter Cluster's accounting records, financial position, change in financial position, compliance with rules of various governing entities, including GAGAS (Generally Accepted Government Auditing Standards, i.e. the "Yellow Book") or, for those schools not yet converted to GAGAS, compliance with GAAP (Generally Accepted Accounting Principles) and that includes:

- An unmodified 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.

### IV. GOVERNANCE PERFORMANCE STANDARDS

## CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

**Goal 5:** During each year of its charter contract term, the Charter Cluster shall achieve all six of the following governance performance standards.

- a. All Governing Board members complied with all applicable open governance requirements, including the Georgia Open Meetings Act and the Georgia Open Records Act;

**AND**

- b. All Governing Board members attended all required training, including all training required for any new Governing Board members;

**AND**

- c. The Board met a minimum of seven (7) times;

**AND**

- d. The Charter Cluster's leadership and Governing Board successfully implemented the Teacher and Leader Keys Effectiveness System as verified by GaDOE;

**AND**

- e. All Governing Board members acted in accordance with the *Standards for Effective Governance of a Georgia Non-Profit School Governing Board*;

**AND**

- f. The Board reflects the sociodemographic diversity of the community it serves.

**Goal 6:** By the last year of its charter contract term, each Cluster Charter School shall implement all Essential or Innovative Features as defined in Section 5 of the charter in all material respects.

### V. LEGAL COMPLIANCE PERFORMANCE STANDARDS

**Goal 7:** During each year of its charter contract term, the Charter Cluster shall implement all legal requirements included in federal and state law, rules, and regulations and in its Charters.

**Goal 8:** Each Cluster Charter School shall not do anything which results in GaDOE and the authorizing district(s) placing the Cluster Charter School on probation more than two times in a single school year (July 1 to June 30).

## **CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER**

**Goal 9** Each Cluster Charter School shall not do anything which results in GaDOE and the authorizing district(s) placing it on probation more than three times during its charter contract term.

### **ACCOUNTABILITY MONITORING AND REVIEW**

The Local Board and State Board shall hold the Charter Cluster accountable for the full performance of the goals outlined in this Charter; provided, however, that for any Goals that apply to individual Cluster Charter Schools, any Consequences shall apply to only those Cluster Charter Schools that fail to meet such goals.

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

The Georgia Department of Education will monitor and review the Charter Cluster for full performance of this Charter.

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

The Georgia Department of Education will monitor and review the Local Board of Education 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.

# CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

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

<p><b>Introduction:</b> Locally-approved charter school non-profit governing boards must have decision-making authority in all areas, 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).</p>						
<p><b>Instructions:</b> 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.</p>						
<h3>Locally-Approved Charter School Partners Roles and Responsibilities Chart</h3>						
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		x				
Evaluate the principal or school leader (LKES)		x				
Select, retain, transfer, promote, demote, and/or terminate faculty and all other staff		x				
Evaluate the teachers (TKES) and all other staff		x				
Determine whether teacher certification will be required	x	x				
Plan professional development for staff		x				
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	x	x				
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	x	x				

# CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

Set budget priorities with funds received that are aligned with school improvement plan, including personnel, curriculum, supply, equipment, maintenance, operations, and all other costs	x	x				
Ensure school receives all per-pupil and other funding to which it is entitled by agreement with the local district (its fiscal agent)	x	x	x			
Raise additional funds through fundraising efforts	x	x				
Exercise discretion over expenditure for all state and local funds and, as permissible, federal funds		x				
Final school budget approval	x					
Establish financial policies and standard operating procedures	x					
Maintain a reserve fund	x					
Determine facility uses	x	x				
Ensure sound fiscal management and monitor budget implementation	x	x				
<b>Curriculum and Instruction</b>	<b>Charter School Nonprofit Governing Board</b>	<b>Charter School Management</b>	<b>Local School District*</b>	<b>Post- Secondary Education Partner(s) (if applicable)</b>	<b>Business Partner(s) (if applicable)</b>	<b>Community Partner(s) (if applicable)</b>
Recommend/Adopt instructional delivery model	x	x				
Recommend/Adopt curriculum, including any changes in curriculum as needed to improve student achievement	x	x				
Recommend/Adopt courses and programs to offer	x	x				
Recommend/Adopt textbooks, technology, and instructional materials	x	x				
Recommend/Establish additional graduation requirements	x	x				
Recommend/Adopt course and credit requirements, including technology and physical education skill requirements	x	x				
Recommend/Adopt seat time requirements	x	x				
Recommend/Adopt opportunities for student acceleration/remediation	x	x				
Create or modify Career Pathway curricula	x	x				
Choose dual enrollment options	x	x				
Choose credit recovery options	x	x				
Utilize online learning platforms (e.g., Georgia Virtual School)		x				
Establish additional mastery level requirements for performance		x				
Select additional formative and/or summative assessments to determine student levels of mastery and growth		x				

# CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

<b>Curriculum and Instruction <i>(continued)</i></b>	<b>Charter School Nonprofit Governing Board</b>	<b>Charter School Management</b>	<b>Local School District*</b>	<b>Post- Secondary Education Partner(s) (if applicable)</b>	<b>Business Partner(s) (if applicable)</b>	<b>Community Partner(s) (if applicable)</b>
Establish delivery model, scheduling, staffing, and supplemental services for English Learner (EL), special education (SPED), gifted, and remedial programs		x				
Establish curriculum maps, pacing charts, and methods for monitoring the curriculum		x				
Establish lesson plan requirements for teachers		x				
Establish placement and promotion criteria		x				
Set grading and reporting policies, plans, process, schedules, and formats		x				
<b>Establishing and Monitoring the Achievement of School Improvement Goals</b>	<b>Charter School Nonprofit Governing Board</b>	<b>Charter School Management</b>	<b>Local School District*</b>	<b>Post- Secondary Education Partner(s) (if applicable)</b>	<b>Business Partner(s) (if applicable)</b>	<b>Community Partner(s) (if applicable)</b>
Complete self-assessment based on Georgia School Performance Standards		x				
Develop actions, strategies, and interventions with faculty and staff (i.e., school improvement plan)		x				
Set a timeline for implementing school improvement timeline	x	x				
Set a budget for implementing school improvement timeline	x	x				
Recommend/Approve school improvement plan and provide oversight of its implementation	x	x				
Hold principal or school leader accountable for school improvement plan implementation and timeline	x	x				
Hold faculty and staff accountable for school improvement plan implementation and timeline	x	x				
Evaluate success of school improvement plan and recommend/make revisions as needed	x	x				
Regularly communicate student and school performance data to all stakeholders		x				
<b>School Operations</b>	<b>Charter School Nonprofit Governing Board</b>	<b>Charter School Management</b>	<b>Local School District*</b>	<b>Post- Secondary Education Partner(s) (if applicable)</b>	<b>Business Partner(s) (if applicable)</b>	<b>Community Partner(s) (if applicable)</b>

# CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER

Provide input into school operations that are consistent with school improvement and charter goals, including establishing human resources policies, procedures, and handbooks	x	x				
Establish work schedules of faculty and staff (e.g., hours per day, days per year, calendars)		x				
Establish experience, training, and other matters related to substitute teachers		x				
Recommend/Set school daily, weekly, and annual school calendar and class schedules, including length of school year, holidays, early release days, etc.		x				
Recommend/Approve professional development vendors and resources		x				
Manage day-to-day human resources		x				
HR processing, including employment contracts and benefits administration		x				
Recommend/Select co-curricular and extracurricular activities		x				
Establish after-school and Saturday programs as needed		x				
Set enrichment and/or advisory periods as needed		x				
Establish field trips, including locations and date		x				
Set class size and student-teacher ratios		x				
Set staff-to-student ratios for non-class times (e.g., lunch, recess, specials, transitions)		x				
Establish school partnerships for school growth		x				
Develop communications strategies, including stakeholder surveys, parent involvement, volunteer support		x				
Select/Approve vendors aligned with school needs		x				
Manage transportation decisions, including authority to contract for transportation service		x				
Select information systems (e.g., Student Information System, financial information systems)		x				
Manage the facility or facilities that are owned and operated by the school system for use by the charter school		x				
Approve/manage the food service agreement with a vendor or the school system	x	x				
Establish school size	x	x				
Establish school grade span different from typical primary, elementary, middle, and high public school models (e.g., 4-8, K-8, K-12)		x				
Establish attendance policies		x				
Establish student code of conduct and behavior policies, plans, processes, and formats		x				
Adopt and implement a marketing plan that is inclusive in its recruitment and retention of all students	x	x				
Ensure access to support to address the physical, social, financial, and emotional needs of students in the school	x	x				

\*The LBOE retains its constitutional authority

**CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER**

**Appendix C – In-Kind Services Agreement**

Appendix C is a two-party agreement between Atlanta Board of Education (“Local Board”) and KIPP Metro Atlanta Collaborative, Inc. (“Charter School”) regarding in-kind services provided to the Charter School.

**WHEREAS**, the Local Board and Charter School mutually collaborate and 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.

**NOW THEREFORE**, in consideration for the promise made herein, the Local Board and the Charter School mutually agree that Table C.1 outlines the in-kind services that the Local Board will provide to the Charter School.

**Table C.1. In-Kind Services**

Federal Funding Source	Description of in-kind services
IDEA	Special education guidance; Psychological evaluations and school psychological services; Occupational therapist; Physical therapist; Behavior specialist/BCBA; Speech language pathologist; Assistive technology specialist; Audiology support; Assignment of regional placements for students based on IEP team decisions
Title II	Districtwide professional learning opportunities (ESOL endorsement, leadership development program, etc.)
Title III	Supports to supplement core ESOL instruction and supports to assist families of ESOL students



**CHARTER FOR KIPP METRO ATLANTA SCHOOLS CLUSTER**

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

\_\_\_\_\_  
Chairperson,  
BOARD OF EDUCATION

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Authorized Representative,

\_\_\_\_\_  
(Date)