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April 11, 2022

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MINUTES OF THE
CALLED STATE BOARD OF EDUCATION MEETING

Via Teleconference — April 11, 2022
Jason Downey, Chairman — Richard Woods, Superintendent

CALL TO ORDER

The State Board of Education convened on Monday, April 11, 2022 at 1:30 p.m. Chairman Jason Downey called the meeting to order at 1:31 p.m.

ATTENDEES

State Board of Education:

Mr. Mike Long	Mr. Scott Sweeney	Mr. Scott Johnson
Mr. Frank Griffin	Mr. Mike Roya	Mr. Matt Donaldson
Ms. Helen Rice	Mr. Jason Downey	Mr. Leonte Benton
Ms. Lisa Kinnemore	Ms. Martha Zoller	Ms. Phenna Petty
Mr. Kenneth Mason	Dr. Stan DeJarnett	Ms. Cherie Bonder Dennis (GA TOTY)

Others participating: Supt. Woods, Ms. Stacey Suber-Drake, Mr. Matt Jones

ACTION ITEM

AGENDA

1. **PFEA - Charter School Renewal - The Museum School of Avondale Estates**. Mr. Matt Donaldson with a second from Dr. Stan DeJarnett, made a motion to grant a charter to The Museum School of Avondale Estates, a grades K-8 local charter school approved by the DeKalb County Board of Education, for a three-year term beginning July 1, 2022 and ending June 30, 2025. After some discussion including comments from Mark Whitlock, Chair of the Charter Advisory Committee, Mr. Matt Donaldson called the question and was seconded by Ms. Martha Zoller. There was a unanimous vote to close discussion. The motion failed with 6 voting in favor and 8 voting against.

ADJOURNMENT

At 1:57 p.m., by motion of Mr. Matt Donaldson and a second from Mr. Stan DeJarnett, a unanimous affirmative vote was given to adjourn. The next regular State Board meeting is scheduled for May 11-12, 2022.

Respectfully Submitted,

Julie James
Recording Secretary

CHARTER FOR THE MUSEUM SCHOOL OF AVONDALE ESTATES

This Charter for The Museum School of Avondale Estates ("Charter") is entered into by and among Avondale Education Association, Inc.("Petitioner"), the DeKalb County 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 Museum School of Avondale Estates ("the Charter School") in accordance with the terms and conditions of this Charter.

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

1. **Definitions**. The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or State Board of Education rules or regulations, or the state accountability system, is amended otherwise.

    a. **College and Career Ready Performance Index ("CCRPI")**: A comprehensive school improvement, accountability, and communication platform for all educational stakeholders that will promote college and career readiness for all Georgia public school students.

    b. **Elementary and Secondary Education Act as Amended ("ESEA as Amended")**: The federal education statute, originally passed by the U.S. Congress in 1965, that defines the role of the federal government in public education and authorizes many of the major federal education programs, including Title I. This Act was reauthorized by Congress in 2015 as the Every Student Succeeds Act ("ESSA").

    c. **Education Service Provider ("ESP")**: A for-profit or non-profit organization that contracts with new or existing charter schools to provide services, including, but not

limited to, curriculum design, professional development, student assessments, financial and operational management, facilities management, and human resources management. An ESP may include Education Management Organizations ("EMOs"), Charter Management Organizations ("CMOs"), Education Service Organizations ("ESOs"), and others.

d. **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.

2. **Charter Term**. This Charter is for Petitioner to operate the Charter School for a 3-year term beginning on July 1, 2022 and expiring on June 30, 2025.

3. **Grade Range and Enrollment**. The Charter School shall serve grades K-8. The Charter School's total enrollment shall not exceed 588 students during the term of the Charter. If the Charter School seeks to exceed the enrollment of 588 students, it must seek an amendment to this Charter, to be agreed upon by each of the parties to this Charter. Any adjustments to the Charter School's annual enrollment projections, up to the enrollment cap identified in this

Charter, must be formally approved by the Local Board, which agrees to fund any additions above the annual projection for which it approves for the remainder of this Charter.

4. **Mission Statement**. The mission of the Charter School is to inspire students, teachers, and the community to collaborate to develop strong critical thinking, interpersonal, and academic skills in our students which will prepare them for real-world success.

5. **Essential or Innovative Features**. The Charter School shall implement the museum school model in which the school partners with museums to achieve high academic standards by creating inquiry-based and experiential collaborative learning units.

6. **Maximum Flexibility Allowed by Law**. In exchange for the Charter School's agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 8 below, the State Board shall grant the maximum flexibility allowed by law to the Charter School. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by a local board of education, the State Board, or the Department. Notwithstanding this maximum flexibility, the Charter School shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 16 below, and any rules, regulations, policies, or procedures established by the State Board or the Department consistent with the Charter Schools Act.

7. **Accreditation**. If the Charter School serves grades 8-12, the Charter School shall maintain accreditation from an approved accrediting agency identified in O.C.G.A. § 20-3-519(6)(A)(i).

8. **Performance-based Goals and Measurable Objectives**. In exchange for the flexibility granted in Section 6 above, the Charter School agrees to meet or exceed the performance-based goals and measurable objectives that are designed to result in the improvement of student achievement as set forth by the State Board and Local Board in Appendix A (Charter Accountability and Consequences), which is incorporated in and attached to this Charter.

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

10. **Annual Report**. The Charter School 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), including, but not limited to, an indication of the Charter School's progress towards the goals and objectives stated in Appendix A below and all state-mandated assessment and accountability scores from the previous year, if available. The Charter School shall post the annual report on the school's website and make copies available to the community.

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

    a. **Attendance Zone**. The attendance zone for the Charter School shall be the DeKalb County School District.

    b. **Application**. To be eligible for enrollment at the Charter School, students residing in the attendance zone must submit a timely application to the Charter School in accordance with the deadline set by the Charter School. The Charter School may use applications only for the purpose of verifying the student's residence within the school's attendance zone and grade level and to obtain information to establish weights in an enrollment lottery, if applicable. The Charter School may not use admissions criteria or applications that would not otherwise be used at a traditional public school, including, but not limited to, requests for letters of recommendation, essays, resumes, or information regarding a student's school or community activities, grades, test scores, attendance record, or disciplinary history. The Charter School may gather other relevant information from students after enrollment is determined.

    c. **Annual Enrollment**. The 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 Charter School exceeds the approved enrollment cap or the capacity of a program, class, grade level, or building, the Charter School shall ensure that such applicants have an equal chance of being admitted through a random selection process in accordance with O.C.G.A. § 20-2-2066(a)(1)(A), except for educationally disadvantaged students who may be provided an increased chance of admission through a weighted lottery. The Charter School shall not conduct more than one lottery, per grade, per admissions cycle.

e. **Statutory Enrollment Priorities**. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School shall give enrollment priority to the following categories of applicants and in the following priority:

i. A sibling of a student enrolled in the Charter School; and
ii. A student whose parent or guardian is a member of the governing board of the Charter School or is a full-time teacher, professional, or other employee at the Charter School.

f. **Weighted Lottery**. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School may utilize a weighted lottery to provide an increased chance of admission to educationally disadvantaged students, as defined by State Board Rule.

12. **Withdrawal without Penalty**. The Charter School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. The Charter School agrees that a student may withdraw without penalty from the Charter School at any time and enroll in another public school in the local school system in which such student resides.

13. **State and Federally Mandated Educational Services**.

a. **Students with Disabilities**. The Charter School shall comply with all federal and state special education laws, rules, and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act. Special education teachers must have a bachelor's degree and must either be certified in special education or hold a special education license in Georgia.

b. **English Learners**. The Charter School shall comply with all applicable federal and state laws, rules, and regulations relating to the provision of educational services to English Learners.

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

14. **Governance Structure**.

a. **Governing Board**. The Charter School shall utilize an autonomous governing body in the form of a Governing Board, which shall operate in accordance with its bylaws and Appendix B (Locally-Approved Charter School Partners Roles and Responsibilities

Chart) of this Charter and which shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law. Appendix B is incorporated in and attached to this Charter.

b. **Function**. It shall be the function of the Governing Board to uphold the Charter School's mission and vision, to set policy for the Charter School, to work collaboratively with school officials to ensure the Charter School complies with the performance goals enumerated in Appendix A, to ensure effective organizational planning, and to ensure financial stability of the Charter School.

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 State Board Rule 160-4-9.06, the training shall include, but not be limited to, the best practices on school governance, the constitutional and statutory requirements relating to public records and meetings, and the requirements of applicable statutes and rules and regulations.

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

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 School shall make the minutes of all Governing Board meetings available on its website within ten (10) business days after Governing Board approval and for the duration of the Charter.

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 at the Charter School shall abide by such conflicts of interest policy. Upon request, the Charter School shall provide conflict of interest forms to the Local Board

or Department demonstrating that Governing Board members are in compliance with the conflicts of interest policy.

h. **Public Status**. Petitioner assures that the Charter School shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia. Petitioner further assures that the Charter School shall not be home based.

i. **Board Compensation**. Petitioner shall not compensate members of the Charter School's Governing Board in excess of reasonable expenses incurred in connection with actual attendance at board meetings or with performance of duties associated therewith.

15. **Fiscal Control**.

a. **Financial Reporting Requirements**. The Charter School 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 School shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.

b. **Annual Audit**. The Charter School 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 School 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 School is included in the local school system audit conducted pursuant to O.C.G.A. § 50-6-6, but the Charter School will submit the local school system's audit to the State of Georgia by November 1st each year.

c. **Base Per-Pupil Funding**. The base per-pupil funding amount is the local school system's good-faith estimate for the Charter term. Based on this estimate, the Local Board shall fund the Charter School at no less than a per-pupil base rate of $11,938, provided that the amount of revenue received by the local school system is equal to the amount of state and local revenues upon which the approved school budget is based.

d. **Chief Financial Officer**. The Charter School 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 School shall comply with all federal eligibility and monitoring requirements related to the application for and receipt of federal funds.

f. **Insurance**. The Charter School shall obtain adequate insurance coverage and the Charter School shall maintain such coverage throughout the Charter term in accordance with the laws of the State of Georgia. The Charter School shall obtain a Certificate of Insurance which shall name the Local Board and the State Board as additional insureds.

g. **Surplus Funds**. Any surplus funds remaining at the close of each fiscal year will be used to enhance the Charter School's academic program. Under no circumstances shall any surplus be distributed to the Charter School's employee(s), Governing Board member(s), or Education Service Provider. Nothing in this section shall be construed to prevent the Charter School from setting aside surplus funds in a reserve account or budgeting and awarding performance bonuses as part of their annual operating expenses.

h. **Federal Funding – Proportionate Share and In-Kind Services**. The Local Board shall distribute to the Charter School the proportionate amount of federal funds for which the Charter School is eligible under each federal program. Notwithstanding, the Petitioner and Local Board may enter into a two-party agreement that identifies how some or all of the Charter School's proportionate amount will be satisfied through the provision of in-kind services by the Local Board. The State Board is not a party to the in-kind services agreement. However, in accordance with O.C.G.A. § 20-2-2068.1, a copy of the in-kind services agreement between the Petitioner and Local Board is attached and incorporated as Appendix C (Agreement between Local Board and Charter School regarding the Use of Federal Funds for In-Kind Services).

i. **Responsibility for Debts**. The Charter School is solely responsible for all debts incurred by the Charter School and its Governing Board. Except as agreed hereto, the Local Board and the State Board shall not be contractually bound to the Charter School

or to any third party with whom the Charter School has a contract or from whom the Charter School has purchased goods or services.

16. **Compliance with Other Laws, Rules, and Regulations**. The Charter School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws, rules, and regulations that may not be waived pursuant to O.C.G.A. § 20-2-2065, including, but not limited to:

    a. **Civil Rights, Insurance, Health, Safety, and Conflicting Interests**. The Charter School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct.

    b. **Asbestos Remediation**. The Charter School shall comply with the terms of any applicable asbestos remediation plan.

    c. **Unlawful Conduct**. The 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 School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.

    e. **State Board Rules**. The Charter School shall operate in accordance with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 6 above.

    f. **Prohibition on Discrimination**. The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, academic ability, the need for special educational services, or any other characteristic protected by local, state, or federal law.

    g. **Reporting Requirements**. The Charter School shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320, and 20-2-740.

    h. **Tuition**. The Charter School shall not charge tuition or fees to its students, except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.

i. **Brief Period of Quiet Reflection**. The Charter School shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.

j. **Individual Graduation Plans**. The Charter School shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.

k. **Family Educational Rights and Privacy Act**. The Charter School is subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. In the event the Charter School closes, it shall transmit all official student records in the manner prescribed by the State Board or the Department.

l. **Records Retention**. The Charter School shall be responsible for maintaining and retaining its records, including student records, employee records, and all corporate records related to the Charter School's operations in accordance with Georgia Law, State Board Rule, and this Charter. In the event that the Charter School closes, it shall 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 School records.

m. **QBE Formula Earnings**. The Charter School acknowledges that criteria used to calculate Quality Basic Education ("QBE") funding may not be waived.

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

17. **Education Service Providers**.

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

b. If the Charter School contracts with an Education Service Provider, the Charter School shall submit to the Local Board any proposed changes or amendments to the contract with the Education Service Provider, prior to agreeing to such changes, for the Local Board to determine whether such changes or amendments are material. A material change is a modification that alters the rights, obligations, interests, or relations of the Charter School or Education Service Provider. If the Local Board determines that the proposed changes or amendments are material, the Charter School shall provide notice to the State Board and the Local Board, at least thirty (30) days prior to signing the

revised contract, for the State Board and Local Board to determine the impact, if any, on this Charter. The notice shall include a copy of the proposed changes and/or amendments to the contract between the Charter School and the Education Service Provider. If the proposed changes and/or amendments to the contract with the Education Service Provider are not material, then the Charter School does not have to send a copy of the proposed changes to the State Board.

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

19. **Employment Matters**. Individuals employed at the Charter School shall not be considered employees of the State Board or the Department.

    a. **Background Checks**. The Charter School shall continue to utilize background check procedures and shall ensure that all prospective employees or any individual that will have substantial contact with students undergo a fingerprinting and background check prior to beginning work at the Charter School or having contact with students.

    b. **Teachers' Retirement System**. All qualified teachers at the Charter School shall be members of the Teachers Retirement System of Georgia ("TRS") and subject to its requirements. The Charter School is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements.

    c. **Teacher and Leader Evaluation**. The Charter School shall continue to implement the Teacher Keys Effectiveness System ("TKES") and Leader Keys Effectiveness System ("LKES") in accordance with O.C.G.A. §20-2-210(b)(1) and State Board Rule 160-5-1.37. The Charter School shall have at least two individuals credentialed in using TKES. If the most senior Charter School leader must be evaluated using LKES because he or she performs the duties of a principal as defined by State Board Rule 160-5-1-.37, a member of the Governing Board, who is credentialed in using LKES, shall serve as his or her evaluator.

20. **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 School.

21. **Facilities**.

a. **Approval of Site and/or Facility**. The Charter School shall maintain proper approval for all sites and/or facilities and obtain proper approval for all new sites and/or facilities, prior to commencing any new construction, and prior to student occupation of any new facilities. The Charter School shall contact the Department's Facilities Services Division regarding the following:

   i. **Site Approval**. The Charter School 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 School will be issued an additional site code. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to site approval of any new sites and/or facilities.

   ii. **Architectural Review**. The Charter School shall submit and have approved by the Facilities Services Division all architectural plans for any new facility that will house any part of the Charter School during the Charter term. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to architectural review of the new facility.

   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. The Charter School shall contact its local school system's facilities department and make a request for a school code. The Charter School shall properly obtain a school code prior to occupancy of the new site and/or facility.

b. Prior to opening any new Charter School site and/or facility, and prior to students occupying any new facility, the Charter School shall obtain and submit the following documents to the Department:

   i. **Documentation of Ownership or Lease Agreement**. The Charter School shall obtain documentation of ownership or the lease agreement for the new facility that will house all or part of the Charter School.

   ii. **Certificate of Occupancy**. The Charter School shall obtain a Certificate of Occupancy for the facility in which all or part of the Charter School shall be located.

   iii. **Emergency Safety Plan**. The Charter School shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185. This plan shall be submitted to the

local emergency management agency and local law enforcement agency for approval.

22. **Transportation**. To the extent the Charter School offers a transportation program for its students, the Charter School shall ensure that the program complies with all applicable laws, rules, and regulations governing transportation of students.

23. **Food Services**. To the extent the Charter School offers a food service program, the Charter School shall ensure that the program complies with all applicable laws, rules, and regulations governing food service for students.

24. **Termination of Charter**.

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

        i. The Charter School's failure to timely implement the interventions set forth or approved by the Department;

        ii. The Charter School's failure to adhere to any material term of this Charter, including, but not limited to, failure to achieve the performance goals set forth in Section 8 above and Appendix A;

        iii. The Charter School's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;

        iv. The Charter School's failure to meet generally accepted standards of fiscal management;

        v. The Charter School's violation of applicable federal law, state law, local law, court orders, rules, or regulations;

        vi. The existence of competent substantial evidence that the continued operation of the Charter School would be contrary to the best interests of the students or the community;

        vii. The Charter School'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 School in danger;

ix. The Charter School's failure to disclose material information regarding violations or potential violations of any material term of this Charter or applicable federal, state, or local laws, court orders, rules, or regulations; or

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

c. **Breach of Charter**. In the event the Charter School fails to comply with any material provision of this Charter, the Department shall notify the Charter School by (1) certified mail, postage prepaid, return receipt requested, (2) a nationally-recognized overnight courier, or (3) electronic mail with a confirmation copy sent by first class mail to the chairperson of the Governing Board. The nature and outcome of the breach shall be recorded in a memo and placed in the Charter School's file maintained by the 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).

e. **Distribution of Funds and Assets**. In the event the Charter School ceases operation for any reason, the Charter School and its Governing Board will be responsible for concluding the business and affairs of the Charter School and will cooperate with the Local Board and State Board to the extent necessary to provide an orderly return of the students to their local school. Any public surplus remaining at the time the Charter School ceases operation shall be remitted to the Local Board or State Board, whichever is appropriate, within 30 days of ceasing operations. Any furniture and equipment purchased with public funds shall be delivered to the Local Board or State Board, whichever is appropriate, within 30 days of ceasing operations. Neither the Local Board nor the State Board shall be responsible for the Charter School's unpaid debts in the

event the Charter School does not have sufficient funds to pay all of its debts at the time it ceases operation. The date by which public surplus funds, furniture, and equipment shall be remitted to the Local Board or State Board under this Section may be extended for a reasonable period of time as determined by the Local Board or State Board; provided that, within thirty (30) days of the Charter School ceasing operation, the Governing Board makes a written request for an extension of time that describes the basis for the request.

25. **Pre-Opening Suspension**. In the event the Charter School fails to comply with any material provision set forth in this Charter that requires compliance prior to the opening of any new site and/or facility for the Charter School, the opening may be suspended until a time after all requirements have been fulfilled by the Charter School as determined by the Local Board and Department. Suspension will prohibit the extension of the Charter term set forth above in Section 2.

26. **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 deem that the Charter School has not sufficiently increased student achievement or is no longer in the public interest.

    c. **Probationary Term**. In the event the Charter School fails to comply with any provision of this Charter, the Local Board may elect to grant a renewal for a probationary term, pending approval by the State Board, within which term the Charter School must come into compliance satisfactory to the State Board and Local Board.

27. **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.

28. **Amendments to the Charter**. Any term of this Charter may be amended in writing upon the approval of the Local Board, the State Board, and a majority of the Governing Board of the

Charter School. Any proposed amendment shall be made in accordance with State Board Rule 160-4-9-.06 *et seq*.

29. **Mandatory Training**. The State Board reserves the right to require the Charter School to attend any training related to the responsibilities of a Charter School.

30. **Indemnification**.

    a. The Petitioner and the Charter School agree to indemnify, defend, and hold harmless the Local Board, the Local School System, 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 School'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 School or Petitioner, their employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to their performance of this Charter regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.

    b. The Charter School and Petitioner shall be excused from their indemnification obligations above: (a) If the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of the 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, or (ii) cooperate with reasonable requests of the Charter School or Petitioner related to the indemnification.

    c. The Charter School and Petitioner's obligations to indemnify any Indemnitee shall survive the completion, expiration, or termination of this Charter for any reason.

31. **Non-Agency**. The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the Local Board, the State Board, or the Department, except as required by law or this Charter. The Charter School acknowledges that it is without authority to, and

will not, extend the faith and credit of the Local Board, the State Board, or the Department to any third party.

32. **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.

33. **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.

34. **Headings**. Section headings are for convenient reference only and are not part of the Charter. Section headings do not enlarge or limit any Section's contents.

35. **Non-Waiver**. No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.

36. **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.

37. **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.*

38. **Governing Law and Venue**. This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. Any action brought by the Petitioner, Charter School, or Local Board against the State Board shall be brought in the Superior Court of Fulton County.

39. **Multi-Year Contracts Beyond Charter Term**. The Charter School shall not enter into a multi-year contract that extends beyond the length of the Charter term for the acquisition of goods, materials, services, or supplies, unless such contract contains the following provisions:

    a. The contract shall terminate absolutely and without further obligation on the part of the Charter School at the close of the fiscal year in which the Charter term concludes and at the close of each succeeding Charter term for which the contract may be renewed;

b. The contract may be renewed only by a positive action taken by the Charter School; and

c. The contract shall state the total payment obligation of the Charter School for the original contract term and each renewal shall state the total payment obligation that may be incurred in each subsequent Charter term, if renewed.

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

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

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

_____ _____

Chairperson, (Date)
STATE BOARD OF EDUCATION

_____ _____

Authorized Representative, (Date)
AVONDALE EDUCATION ASSOCIATION, INC.

_____ _____

Chairperson, (Date)
DEKALB COUNTY BOARD OF EDUCATION

Appendix A – Charter Accountability and Consequences

ACCOUNTABILITY REQUIREMENTS

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

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

Note: *Accountability for the last year of the Charter 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 term, the 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 Ready 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 Charter School's previous year CCRPI score in each grade band served (elementary, middle, and/or high school);

OR

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

Second Look – School-Local School System Comparisons. If a 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-Local School System Comparison standards. The secondary academic outcome Georgia seeks from its local charter schools is that they ***do better than the local school system 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 its authorizing local school system or of the average of the three local school system 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 local school system or the local school system majority comparison schools;

OR

b. Exceed the CCRPI Content Mastery scores of the authorizing local school system or the local school system majority comparison schools;

OR

c. Exceed the CCRPI Progress scores of its authorizing local school system or of the local school system majority comparison schools.

Goal 2: During each year of its Charter term, the Charter School will perform at the level required to stay off the list of Targeted Support and Improvement ("TSI") and Comprehensive Support and Improvement ("CSI") schools published annually by GaDOE.

II. SCHOOL CLIMATE PERFORMANCE STANDARDS

Goal 3: The 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 term, the Charter School shall achieve all eight of the following financial performance standards.

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

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) is greater than 45 days and the one-year trend is positive;

AND

e. Enrollment Variance equals less than 8 percent;

AND

f. Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive or Aggregated Three-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive;

AND

g. Debt Service Coverage Ratio is equal to or exceeds 1.0;

AND

h. The Charter School received and submitted to GaDOE by November 1 an annual independent audit with an opinion of the auditor regarding the accuracy of the Charter School'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) 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

Goal 5: During each year of its Charter term, the Charter School 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 School'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 term, the 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 term, the Charter School shall implement all legal requirements included in federal and state law, rules, and regulations and in its Charter.

Goal 8: The Charter School shall not do anything which results in GaDOE or the authorizing local school system(s) placing the Charter School on probation more than two times in a single school year (July 1 to June 30).

Goal 9: The Charter School shall not do anything which results in GaDOE or the authorizing local school system(s) placing it on probation more than three times during its Charter term.

ACCOUNTABILITY MONITORING AND REVIEW

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

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

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

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

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

CONSEQUENCES

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

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

Introduction: Locally-approved charter school non-profit governing boards must have decision-making authority in all 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).

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

Locally-Approved Charter School Partners Roles and Responsibilities Chart

Personnel Decisions	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Select, retain, transfer, promote, demote, and/or terminate the principal or school leader	✓					
Evaluate the principal or school leader (LKES)	✓					
Select, retain, transfer, promote, demote, and/or terminate faculty and all other staff		✓				
Evaluate the teachers (TKES) and all other staff		✓				
Determine whether teacher certification will be required	✓	✓				
Plan professional development for staff		✓				

Financial Decisions and Resource Allocation	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Determine number and type of personnel positions budgeted, including qualifications, roles, and job descriptions	✓	✓				
Establish compensation model including salary ranges, bonus or performance-based increases, supplements, and personal and professional leave, health, dental, disability, and other benefit plans offered (other than TRS, which is mandated) for all employees	✓	✓				
Set budget priorities with funds received that are aligned with school improvement plan, including personnel, curriculum, supply, equipment, maintenance, operations, and all other costs	✓	✓				
Ensure school receives all per-pupil and other funding to which it is entitled by agreement with the local district (its fiscal agent)	✓	✓	✓			
Raise additional funds through fundraising efforts	✓	✓				
Exercise discretion over expenditure for all state and local funds and, as permissible, federal funds		✓				
Final school budget approval	✓					
Establish financial policies and standard operating procedures	✓					
Maintain a reserve fund	✓					

Determine facility uses	✓	✓				
Ensure sound fiscal management and monitor budget implementation	✓	✓				
Curriculum and Instruction	**Charter School Nonprofit Governing Board**	**Charter School Management**	**Local School District***	**Post-Secondary Education Partner(s) (if applicable)**	**Business Partner(s) (if applicable)**	**Community Partner(s) (if applicable)**
Recommend/Adopt instructional delivery model	✓	✓				
Recommend/Adopt curriculum, including any changes in curriculum as needed to improve student achievement	✓	✓				
Recommend/Adopt courses and programs to offer	✓	✓				
Recommend/Adopt textbooks, technology, and instructional materials	✓	✓				
Recommend/Establish additional graduation requirements	✓	✓				
Recommend/Adopt course and credit requirements, including technology and physical education skill requirements	✓	✓				
Recommend/Adopt seat time requirements	✓	✓				
Recommend/Adopt opportunities for student acceleration/remediation	✓	✓				
Create or modify Career Pathway curricula	✓	✓				
Choose dual enrollment options	✓	✓				
Choose credit recovery options	✓	✓				

Utilize online learning platforms (e.g., Georgia Virtual School)		✓				
Establish additional mastery level requirements for performance	✓	✓				
Select additional formative and/or summative assessments to determine student levels of mastery and growth	✓	✓				
Curriculum and Instruction *(continued)*	**Charter School Nonprofit Governing Board**	**Charter School Management**	**Local School District***	**Post-Secondary Education Partner(s) (if applicable)**	**Business Partner(s) (if applicable)**	**Community Partner(s) (if applicable)**
Establish delivery model, scheduling, staffing, and supplemental services for English Learner (EL), special education (SPED), gifted, and remedial programs	✓	✓				
Establish curriculum maps, pacing charts, and methods for monitoring the curriculum		✓				
Establish lesson plan requirements for teachers		✓				
Establish placement and promotion criteria	✓	✓				
Set grading and reporting policies, plans, process, schedules, and formats	✓	✓				
Establishing and Monitoring the Achievement of School Improvement Goals	**Charter School Nonprofit Governing Board**	**Charter School Management**	**Local School District***	**Post-Secondary Education Partner(s) (if applicable)**	**Business Partner(s) (if applicable)**	**Community Partner(s) (if applicable)**

Complete self-assessment based on Georgia School Performance Standards		✓				
Develop actions, strategies, and interventions with faculty and staff (i.e., school improvement plan)		✓				
Set a timeline for implementing school improvement timeline	✓	✓				
Set a budget for implementing school improvement timeline	✓	✓				
Recommend/Approve school improvement plan and provide oversight of its implementation	✓	✓				
Hold principal or school leader accountable for school improvement plan implementation and timeline	✓					
Hold faculty and staff accountable for school improvement plan implementation and timeline		✓				
Evaluate success of school improvement plan and recommend/make revisions as needed	✓	✓				
Regularly communicate student and school performance data to all stakeholders		✓				
School Operations	**Charter School Nonprofit Governing Board**	**Charter School Management**	**Local School District***	**Post-Secondary Education Partner(s) (if applicable)**	**Business Partner(s) (if applicable)**	**Community Partner(s) (if applicable)**

Provide input into school operations that are consistent with school improvement and charter goals, including establishing human resources policies, procedures, and handbooks	✓	✓				
Establish work schedules of faculty and staff (e.g., hours per day, days per year, calendars)		✓				
Establish experience, training, and other matters related to substitute teachers		✓				
Recommend/Set school daily, weekly, and annual school calendar and class schedules, including length of school year, holidays, early release days, etc.	✓	✓				
Recommend/Approve professional development vendors and resources	✓	✓				
Manage day-to-day human resources		✓				
HR processing, including employment contracts and benefits administration		✓				
Recommend/Select co-curricular and extracurricular activities	✓	✓				
Establish after-school and Saturday programs as needed	✓	✓				
Set enrichment and/or advisory periods as needed		✓				
Establish field trips, including locations and date		✓				
Set class size and student-teacher ratios	✓	✓				
Set staff-to-student ratios for non-class times (e.g., lunch, recess, specials, transitions)	✓	✓				
Establish school partnerships for school growth	✓	✓				
Develop communications strategies, including stakeholder surveys, parent involvement, volunteer support	✓	✓				

Select/Approve vendors aligned with school needs	✓	✓				
Manage transportation decisions, including authority to contract for transportation service	✓	✓				
Select information systems (e.g., Student Information System, financial information systems)	✓	✓				
Manage the facility or facilities that are owned and operated by the school system for use by the charter school	✓	✓				
Approve/manage the food service agreement with a vendor or the school system	✓	✓				
Establish school size	✓	✓				
Establish school grade span different from typical primary, elementary, middle, and high public school models (e.g., 4-8, K-8, K-12)	✓	✓				
Establish attendance policies	✓	✓				
Establish student code of conduct and behavior policies, plans, processes, and formats	✓	✓				
Adopt and implement a marketing plan that is inclusive in its recruitment and retention of all students	✓	✓				
Ensure access to support to address the physical, social, financial, and emotional needs of students in the school	✓	✓				

**The LBOE retains its constitutional authority*

The Museum School of Avondale Estates
Chartered through DeKalb County School District

ASSURANCES FORM AND SIGNATURE SHEET

Georgia law and State Board of Education Rule requires your school to provide assurances that it will do certain things and comply with certain laws. This Assurance Form enumerates all of these requirements and, when you submit this signed Signature Sheet with this Assurance Form as part of your Charter School Application Package, you are providing the legal assurance that your charter school understands and will do these things. This form must be signed by the school's governing board chair.

As the authorized representative of the applicant, I hereby certify that the information submitted in this application for a charter for The Museum School of Avondale Estates located in DeKalb County is true to the best of my knowledge and belief; I also certify that if awarded a charter, the school:

1. Shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations;
2. Shall be subject to the control and management of the local board of the local school system in which the charter school is located, as provided in the charter and in a manner consistent with the U.S. and Georgia Constitutions;
3. Shall not discriminate against any student or employee on the basis of race, color, ethnic background, national origin, gender, disability, age, or sexual orientation;
4. Shall be subject to all federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of school students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct;
5. Shall be subject to the provisions of O.C.G.A § 20-2-1050 requiring a brief period of quiet reflection;
6. Shall ensure that the charter school and its governing board are subject to the provisions of O.C.G.A. § 50-14-1 *et seq.* (Open and Public Meetings) and O.C.G.A. § 50-18-70 *et seq.* (Open Records);
7. Shall ensure that the charter school's governing board members may only receive compensation for their reasonable and actual expenses incurred in connection with performance of their duties;
8. Shall ensure that the charter school's governing board members receive initial training and annual training thereafter, provided by a SBOE-approved vendor pursuant to O.C.G.A. § 20-2-2072 and State Board of Education Rule 160-4-9-.06;
9. Shall ensure that the charter school's governing board adopts and abides by a conflict of interest policy;
10. Shall comply with O.C.G.A. §20-2-210(b)(1) and implement an evaluation system as adopted and defined by the State Board of Education for elementary and secondary school teachers of record, assistant principals, and principals;
11. Shall comply with the accountability provisions of O.C.G.A. § 20-14-30 through § 20-14-41 and federal accountability requirements, and participate in statewide assessments;
12. Shall adhere to all provisions of federal law relating to students with disabilities, including the IDEA, Section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990, as applicable;
13. Shall provide state and federally mandated services for English Language Learners, as applicable;

The Museum School of Avondale Estates
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14. Shall provide for supplemental educational services as required by federal law and pursuant to SBOE Rule 160-4-5-.03, and for remediation in required cases pursuant to SBOE Rule 160-4-5-.01;
15. Shall notify the state of any intent to contract with a for-profit entity for education and/or management services;
16. Shall notify the state of any changes in for-profit entity contracted with for education and/or management services;
17. Shall be subject to the requirement that it shall not charge tuition or fees to its students except as may be authorized by local boards by O.C.G.A. § 20-2-133;
18. Shall comply with federal due process procedures regarding student discipline and dismissal;
19. Shall be subject to all laws relating to unlawful conduct in or near a public school;
20. Shall have a written grievance procedure to resolve student, parent, and teacher complaints;
21. Shall have a written procedure for resolving conflicts between the charter school and the local board of education;
22. Shall comply with the provisions of O.C.G.A. § 20 -2-211.1 relating to fingerprinting and criminal background checks;
23. Shall remit payments to TRS on behalf of employees and shall employ teachers in accordance with TRS;
24. Shall ensure that if transportation is provided for its students, the school shall comply with all applicable state and federal laws;
25. Shall ensure that if the charter school participates in federal school meals programs, then it shall comply with all applicable state and federal laws and rules;
26. Shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185 and submit and obtain approval from the Georgia Emergency Management Agency;
27. Shall comply with the state facility requirements regarding site codes, facility codes, the submission of architectural plans for any new facility that the school may build or occupy during the charter term and all other facility requirements as established by the Department;
28. Shall be subject to all reporting requirements of O.C.G.A. § 20-2-160, subsection (e) of O.C.G.A. § 20-2-161, O.C.G.A. § 20-2-320, and O.C.G.A. § 20-2-740;
29. Shall be subject to an annual financial audit conducted by the state auditor or by an independent certified public accountant licensed in this state;
30. Shall designate a Chief Financial Officer that meets all requirements as established by the Charter Schools Rule 160-4-9-.05(2)(h)(1);
31. Shall secure adequate insurance coverage prior to opening and shall maintain such coverage throughout the charter term in accordance with the laws of the State of Georgia;
32. Shall acknowledge that all criteria used to calculate QBE funding may not be waived;
33. Shall ensure that 90% of QBE funds earned for out-of-system students enrolled in a virtual school must be spent on their instruction pursuant to O.C.G.A. § 20-2-167.1; and

The Museum School of Avondale Estates
Chartered through DeKalb County School District

34. Shall follow any and all other federal, state, and local laws and regulations that pertain to the applicant or the operation of the charter school.

This Charter School Application, Assurance Form, and attached Exhibits were approved by the Charter School's Governing Board on the 9th day of August 2021.

Governing Board Chair, Charter School — Date: 8/9/2021

This Charter School Application, Assurance Form, and attached Exhibits were approved by the DeKalb Board of Education on the 8 day of November 2021.

Chair, DeKalb Board of Education — Date: 12/03/2021

Superintendent, DeKalb Board of Education — Date: 12/3/21

If a Charter is granted, Petitioners assure that the proposed charter school's programs, services, and activities will operate in accordance with the terms of the Charter and all applicable federal, state, and local laws, rules, and regulations.

Governing Board Chair, Charter School — Date: 8/9/2021

Chair, DeKalb Board of Education — Date: 12/03/2021

Superintendent, DeKalb Board of Education — Date: 12/3/21

Charter Advisory Committee

March 14, 2022

Mr. Jason Downey, Chair
State Board of Education
2070 Twin Towers East
205 Jesse Hill Jr. Drive, SE
Atlanta, Georgia 30334

Dear Mr. Downey:

Pursuant to O.C.G.A. § 20-2-2063.1, the Charter Advisory Committee, at a called meeting on March 11, 2022, voted unanimously to recommend The Museum School of Avondale Estates for approval of a renewal of their charter contract for a three-year term by the State Board of Education.

Please let me know should you have any questions or concerns.

Sincerely,

Mark Whitlock
Chairman, Charter Advisory Committee