

CHARTER FOR NEWTON COLLEGE AND CAREER ACADEMY

This Charter for Newton College and Career Academy ("Charter") is entered into by and between the Newton County Board of Education ("Petitioner" or "Local Board") and the State Board of Education ("State Board") (collectively referred to as "the parties").

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

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

WHEREAS, pursuant to O.C.G.A. §20-2-2064.1, the State Board grants this Charter to permit Petitioner to operate Newton College and Career Academy ("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. Charter Term. The State Board grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2010, and expiring on June 30, 2015.
2. Grade Range. The Charter School shall serve students in grades 9 through 12, who are simultaneously enrolled in one of the Newton County public high schools ("Home High School").
3. Mission Statement. The Charter School's mission is to enhance academic achievement and provide students with the knowledge and skills necessary to succeed in postsecondary education and the workforce.
4. Career Academy Features. The Charter School will partner with DeKalb Technical College and local and regional employers and will offer coursework and experiences for its students in focus areas such as: healthcare, public safety, engineering / manufacturing, business / computer science and agriculture. The Charter School shall function as an extension of each students' Home High School, and while the Charter School shall not have an Adequate Yearly Progress ("AYP") designation, AYP shall be reported through the student's Home High School.
5. 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 6 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 state law from

the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by the Local Board, State Board or the Georgia Department of Education ("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 14 below, and any rules, regulations, policies, or procedures established by the State Board consistent with the Charter Schools Act.

6. Performance-based Goals and Measurable Objectives. In exchange for the flexibility granted in Section 5 above, the Charter School agrees to meet or exceed the following performance-based goals and measurable objectives that are designed to result in improvement of student achievement:
 - a. Goal 1: The Charter School will provide its students with the requisite skills and knowledge to exceed the majority of USDOE performance indicators in Perkins's accountability measures in every year of this Charter.
 - i. Objective 1: The Charter School will improve student achievement in Reading/Language Arts, as measured by the Georgia High School Graduation Test (GHSGT) in Reading/Language Arts by .5% per year.
 - ii. Objective 2: The Charter School will improve student achievement in Mathematics, as measured by the GHSGT in Mathematics by 2% per year.
 - iii. Objective 3: The Charter School will increase the number of students who attain a high school diploma or its recognized equivalent by 1% per year.
 - iv. Objective 4: The Charter School will improve student graduation rates by .25% per year.
 - v. Objective 5: Increase the percentage of students in postsecondary placement by 1% per year.
 - vi. Objective 6: Increase non-traditional student participation rates in CTAE classes by 1% per year.
 - vii. Objective 7: Increase non-traditional student completion rates in CTAE classes by 3% per year.
 - b. Goal 2: The Charter School will increase the number of students in Newton County high schools receiving post secondary credits through courses offered through DeKalb Technical College and or jointly through NCCA and DeKalb Technical College and/or other local post secondary partners.
 - i. Objective 1: The number of students who take the ASSET/COMPASS Test will increase by 5% each year for years 2-5 of this Charter.

- ii. Objective 2: The number of students receiving post-secondary credits through dual-enrollment in career and technical postsecondary programs will increase by 5% each year for years 2-5 of this Charter.
 - iii. Objective 3: The number of students receiving post-secondary credits through articulation in career and technical postsecondary programs will increase by 5% each year for years 2-5 of this Charter.
- c. Goal 3: The Charter School will help students become “workplace ready” in order to be gainfully employed or to continue their education and training in a variety of postsecondary options.
 - i. Objective 1: The number of high school students participating in work-based learning programs (job-shadowing, co-ops, internships, apprenticeships) will increase by 2.5% per year during years 2-5 of this charter.
 - ii. Objective 2: The number of NCCA students who are employed in a job directly related to technical certificates received or enrolled in postsecondary education within six months of graduation from high school will increase by 2% per year during years 2-5 of this Charter.
 - iii. Objective 3: The number of high school students participating in the Georgia Work Ready Certificate program by taking the state assessment will increase by 5% each year for years 2-5 of this Charter.
- d. Goal 4: The Charter School will increase the number of instructors with industry experience and to improve the faculty retention rate.
 - i. Objective 1: The retention rate for staff members will meet or exceed that of the district level annually.
 - ii. Objective 2: The number of teachers who have industry experience will increase by 5% each year for years 2-5 of this Charter.
 - iii. Objective 3: 20% of the programs annually will undergo and receive industry certification status after the first year of operation.
- e. Goal 5: The Charter School will increase the business engagement between industry-based programs and their related business partners.
 - i. Objective 1: The annual business community contributions to NCCA will increase 10% each year for years 2-3 of this Charter, and 5% for years 4-5 of this Charter.

- ii. Objective 2: The business engagement committees will increase by three programs per year until all programs have committees established.
 - iii. Objective 3: The business/industry work-based learning participation by the community will increase by 10% each year for years 2-3 of this Charter, and 5% for years 4-5 of this Charter.
7. Assessment and Accountability. Notwithstanding Sections 5 and 6 above, the Charter School is subject to all accountability and assessment requirements set forth within Title 20 of the Official Code of Georgia Annotated and any corresponding State Board Rules, including but not limited to the accountability provisions of O.C.G.A. § 20-14-30 through § 20-14-41. The Charter School further is subject to all federal accountability requirements under No Child Left Behind.
8. Annual Report. The Charter School shall submit an annual report by October 1 of each year following the first year of operation that complies 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 Section 6 above and all state-mandated assessment and accountability scores from the previous year.
9. 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. Enrollment shall be open to any student who resides within the attendance zone, which is defined as the Newton County School System.
 - 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 not use admissions criteria or applications that would not otherwise be used at a traditional public school, including 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 use applications for the purpose of verifying the student's residence within the school's attendance zone. The Charter School may gather relevant information from students after enrollment is determined.
 - c. Random Lottery. If the number of timely applicants received by the Charter School exceeds 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 lottery.
 - d. Statutory Enrollment Priorities. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School may elect to give enrollment preference to the following categories of applicants and in the following priority:

- i. Siblings of students enrolled in the Charter School; and
- ii. Students 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.

10. Withdrawal without Penalty. The Charter School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. The Local Board agrees that a student may withdraw without penalty from the Charter School at any time and remain enrolled in the student's Home High School or enroll in another public high school in the Newton County School District.

11. State and Federally Mandated Educational Services.

- a. Students with Disabilities. The 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.
- b. English Language Learners. The Charter School shall comply with all applicable state and federal laws and regulations relating to the provision of educational services to English Language Learners.
- c. Supplemental Education. The Charter School shall provide supplemental education services in required cases pursuant to State Board of Education Rule 160-4-5-.03 and No Child Left Behind.
- d. Remediation. The Charter School shall provide remediation in required cases pursuant to State Board of Education Rule 160-4-5-.01 and No Child Left Behind.

12. Governance Structure.

- a. Governing Board. The Charter School shall utilize a governing body in the form of a Governing Board, which shall operate in accordance with its bylaws and which shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law.
- b. Control and Management by Local Board. The Governing Board shall be subject to the control and management of the Local Board.
- c. 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 ensure effective organizational planning, and to ensure financial stability of the Charter School.

- d. Public Meetings. The Governing Board is subject to and shall comply with the Open and Public Meetings Act, O.C.G.A. § 50-14-1 *et seq.* 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.
- e. 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.* The Governing Board shall maintain its adopted policies, budgets, meeting agendas and minutes and shall make such documents available for public inspection.
- f. 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 Charter School shall abide by such conflicts of interest policy.
- g. 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.

13. Fiscal Control.

- a. Annual Audit. The Charter School shall be subject to an independent annual financial audit by the Georgia Department of Audits and Accounts.
- b. 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.
- c. Federal Monitoring Requirements. The Charter School shall comply with all federal monitoring requirements related to the receipt of federal funds.
- d. Charter School Program Eligibility. In the event the Charter School seeks grant funds under the federal Charter School Program, the Charter School must satisfy all federal eligibility requirements as a prerequisite to applying for and receiving such funds.
- e. Insurance. Prior to opening, the Charter School shall secure 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.

14. 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 that may not be waived pursuant to O.C.G.A. § 20-2-2065, including the following, which are listed by way of example and not by way of limitation.
- a. Civil Rights, Insurance, Health and Safety and Conflicting Interests. The Charter 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. Unlawful Conduct. The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.
 - c. 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.
 - d. 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 5 above.
 - e. 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, the need for special educational services or any other characteristic protected by local, state or federal law.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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.

15. Employment Matters. The Newton County School District shall be the employer of all employees at the Charter School and its employees shall not be considered employees of the State Board or the Department.
 - a. Background Checks. The Charter School shall adopt background check procedures and shall ensure that all prospective staff members undergo a fingerprinting and background check prior to beginning work at the Charter School.
 - b. Teachers' Retirement System. All teachers at the Charter School shall be members of the Georgia Teachers' Retirement System (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.
16. Record Inspection. Subject to state and federal laws, the Local Board, the State Board, its agents, and the state auditor's office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the Charter School.
17. Facilities. Prior to opening the Charter School and prior to students occupying any proposed facility, the Charter School shall obtain and submit the following documents to the Local Board:
 - a. Documentation of Ownership or Lease Agreement. The Charter School shall obtain documentation of ownership or the lease agreement for the facility that will house the Charter School.
 - b. Certificate of Occupancy. The Charter School shall obtain a Certificate of Occupancy for the facility in which the Charter School shall be located.
 - c. Emergency Safety Plan. The Charter School shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185, which plan shall be submitted to the Georgia Emergency Management Agency.
18. Transportation. The Charter School shall comply with all applicable laws governing transportation of students.
19. Food Services. The Charter School shall comply with all applicable laws governing nutrition and food service for students.
20. Termination of Charter.
 - a. Termination Procedures. The parties acknowledge and agree that this Charter may be terminated following the procedures set forth in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.

- b. Requests for Termination. The termination of this Charter may be requested by 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 Section 20(a).
- c. Termination Grounds. In accordance with Sections 20(a) and (b), the State Board may terminate this Charter based on any of the following grounds:
- i. 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;
 - ii. The Charter School's failure to adhere to any material term of this Charter, including but not limited to the performance goals set forth in Section 6 above;
 - iii. The Charter School's failure to meet generally accepted standards of fiscal management;
 - iv. The Charter School's violation of applicable federal, state, or local laws, or court orders;
 - v. 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;
 - vi. The Charter School's failure to comply with any provision of O.C.G.A. § 20-2-2065;
 - vii. The existence of conditions that place the health, safety or welfare of students or staff of the Charter School in danger; or
 - viii. Other sufficient grounds the State Board finds appropriate to terminate the Charter as a result of evidence presented at the hearing on a request for termination brought by a majority of the parents or guardians of students enrolled at the Charter School or by a majority of the faculty and instructional staff employed at the Charter School.
- d. Distribution of Funds and Assets. In the event the Charter School ceases operation for any reason, the Local Board will be responsible for concluding the business and affairs of the Charter School and will cooperate with the 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 and/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 and/or State Board, whichever is appropriate, within 30 days of ceasing operations. The State Board shall not 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.

21. Suspension.

- a. Pre-Opening Suspension. In the event the Charter School fails to comply with any provision set forth in this Charter that requires compliance prior to the opening of the Charter School, the opening may be suspended until a time after all requirements have been fulfilled by the Charter School and as determined by the Department. Suspension shall not result in an extension of the Charter term set forth above in Section 1.
- b. Emergency Suspension. In the event of an emergency, the State Board, through a regular or special-called meeting, may suspend the operations of the Charter School until a termination hearing can be conducted, as set forth in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.

22. 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 20(c) above also may be grounds for non-renewal. In addition, the State Board may elect not to renew the Charter if it deems 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 State Board determines that the Charter School has failed to comply with any provision of this Charter, the State Board may elect to grant a renewal for a probationary term, within which term the Charter School must come into compliance satisfactory to the Department.

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

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

25. Indemnification. The Charter School shall defend, indemnify and hold harmless the State Board and the Department, their employees, officers, directors, subcontractors, and agents against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including reasonable attorney

