

## **CHARTER AMENDMENT FOR GEORGIA CYBER ACADEMY**

This amendment to the charter for Georgia Cyber Academy ("Amendment") is entered by and between Georgia Cyber Academy, Inc. and the State Charter Schools Commission of Georgia ("SCSC") (the "Parties") to amend the (1) accountability expectations for Georgia Cyber Academy by incorporating the SCSC Comprehensive Performance Framework as the measure of Georgia Cyber Academy's academic, financial, and operational performance for the term of the Georgia Cyber Academy charter contract (the "Charter Contract"); and (2) mission statement of Georgia Cyber Academy to comport with the amended accountability expectations and the measurement thereof.

WHEREAS, Georgia Cyber Academy, Inc. and the SCSC entered the Charter Contract on or about April 24, 2013, for the operation of Georgia Cyber Academy;

WHEREAS, the SCSC adopted the SCSC Comprehensive Performance Framework to provide clear and transparent measures of charter school academic, financial, and operational performance; and

WHEREAS, Georgia Cyber Academy chooses to be held accountable for its performance as measured by the SCSC Comprehensive Performance Framework rather than the performance goals stated in the un-amended Charter Contract;

NOW THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Georgia Cyber Academy, Inc. and the SCSC agree as follows:

1. Paragraph 8 of the Charter Contract shall be stricken in its entirety and replaced with the following:

**Comprehensive Performance Framework and Performance Expectations.**

- a. **Incorporation into Charter Contract.** The Comprehensive Performance Framework adopted by the SCSC shall be incorporated into the Charter as Exhibit A. The Comprehensive Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the Comprehensive Performance Framework or this charter contract. The specific terms, form and requirements of the Comprehensive Performance Framework, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the SCSC and will be binding on the Charter School. Material amendments to the Comprehensive Performance Framework shall require approval by the SCSC and shall be automatically incorporated into this Charter Contract upon SCSC approval without further amendment to the Charter Contract. In the event that such modifications or amendments are required, including modifications to address amended laws, the SCSC will use best efforts to apply expectations for school performance in a manner as consistent as possible with those set forth in the Comprehensive Performance Framework.
- b. **Monitoring and Reporting.** In accordance with SCSC Rule 691-2-.03, the SCSC shall monitor the Charter School's progress in relation to the indicators, measures, metrics and

targets set out in the Comprehensive Performance Framework, as well as other applicable rules and laws. The SCSC shall publically report the Charter School's achievement and compliance at least annually.

- c. Performance Expectations. The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Comprehensive Performance Framework shall provide the basis upon which the SCSC will decide whether to renew the Charter School's Charter Contract at the end of the Charter term. This section shall not preclude the SCSC from considering other factors when relevant.
- d. Mission Specific Goals. The Charter School shall earn points as set forth in the Comprehensive Performance Framework for meeting the following mission specific goals:
  - i. The Charter School will develop an individualized learning plan (ILP) for at least 95% of enrolled students each year of the charter term, specifying individualized service and plans for student success.
  - ii. The Charter School will enroll students from at least 100 different school districts across Georgia each year of the charter term.

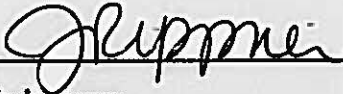
2. Paragraph 4 of the Charter Contract shall be stricken in its entirety and replaced with the following:

Georgia Cyber Academy Mission

Georgia Cyber Academy provides and supports an interactive virtual learning environment to support individualized and differentiated student-centered educational experiences serving students from kindergarten through the 12th grade.

3. Except as amended herein, all other terms and conditions of the Charter Contract shall remain in full force and effect.

WITNESS the hands and seals of the undersigned as of the date set forth next to each signature. This Amendment shall be effective as of the date of the last signature below.

  
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Chairperson,  
STATE CHARTER SCHOOLS COMMISSION

3-29-17  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Governing Board President,  
GEORGIA CYBER ACADEMY, INC.

12-30-16  
\_\_\_\_\_  
(Date)