CHARTER FOR BROOKHAVEN INNOVATION ACADEMY

This charter for Brookhaven Innovation Academy ("Charter") is entered into by and between Brookhaven Innovation Academy, Inc. ("Petitioner") and the State Charter Schools Commission ("SCSC") (collectively referred to as "the parties").

WHEREAS, the Petitioner submitted a petition proposing to establish a state charter school pursuant to O.C.G.A. § 20-2-2060 *et seq.*, the Charter Schools Act of 1998 ("Charter Schools Act") and O.C.G.A. § 20-2-2084;

WHEREAS, the SCSC 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 O.C.G.A. § 20-2-2084 and further finds that the petition is in the public interest; and

WHEREAS, pursuant to Article 31 and Article 31A of Chapter 2 Title 20 of the Official Code of Georgia Annotated, the SCSC grants this Charter to permit Petitioner to operate Brookhaven Innovation 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. Definitions. The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or the state accountability system, is amended otherwise:

   a. Education Service Provider means a nonprofit or for-profit organization that contracts with charter schools to provide multiple educational, operational, or comprehensive management services, including, but not limited to, curriculum design, instructional resources, professional development, financial and operational management, facilities management, or any combination thereof.

   b. Georgia Department of Education (GaDOE or Department) means 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.

   c. Governing Board means the governing board of the nonprofit organization for a state charter school and which is the same as the governing board of the state charter school which is involved in school-level governance of the state charter school.

   d. Local Educational Agency (LEA) means a public authority legally constituted with Georgia for administrative control or direction of public elementary or secondary schools. The Charter School shall act as its own LEA pursuant to O.C.G.A. § 20-2-2090 and SBOE Rule 160-4-9.04, including but not limited to data reporting, student enrollment counting procedures, student achievement reporting, and funding allocations.

   e. School Leader means the individual with the highest authority in school administration regardless of title.

   f. State Board of Education (SBOE or State Board) means the constitutional authority which defines education policy for public K – 12 education agencies in Georgia.

2. Charter Term. The SCSC grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2022, and expiring on June 30, 2027.

3. Grade Range. The Charter School shall serve grades K-8. The Charter School's total enrollment shall be at least 357 students but shall not exceed 660 students (Enrollment Limit) at any point during the charter term.

4. Mission Statement. The mission of the charter school is to provide students with an education that maximizes the realization of their individual talents and prepares them for success in a technology and information driven 21st Century Economy.

5. Essential or Innovative Features. The Charter School shall offer a cross-curricula STEM-focused, project-based learning core curriculum that is personalized for each student. The Charter School shall implement a coding program in all grades that includes at least weekly instruction in computer coding. The Charter School shall exceed the minimum requirements of instructional time for the school day and school year with at least 20% of daily instruction that is STEM-focused or Project-Based Learning.

6. 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 grade level eligible student who resides in the State of Georgia.

   b. Application. Prospective students must submit an application to the Charter School by the deadline set by the Charter School to be eligible for enrollment. The Charter School shall require proof of residency at the time of application or enrollment.

      The application process must comply with O.C.G.A. § 20-2-2066 and SCSC Rule 691-2-.05. The application shall only request information to identify the student and determine the grade to which the student will be enrolled, including the student's name and grade as well as basic contact information for the parent, such as a telephone number and email address. 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 gather other relevant information from students in compliance with applicable law 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 selection process in accordance with O.C.G.A. § 20-2-2066(a)(1)(A) and SCSC Rule 691-2-.05. The Charter School shall not conduct more than one lottery per grade per admissions cycle.

   d. Statutory Enrollment Priorities. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A) and SCSC Rule 691-2-.05, the Charter School may 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.

e. Outreach and Marketing. The Charter School shall utilize reasonable outreach and marketing measures to make all potential applicants aware of opportunities for enrollment at the Charter School, including, but not limited to, seeking the enrollment of a cross section of the school-age population throughout the attendance zone, consistent with the requirements of O.C.G.A. § 20-2-2066. The SCSC, upon a finding that the outreach and marketing measures taken by the Charter School are inconsistent with applicable law or the representations made by the Charter School in the Application and/or other representations or submissions to the SCSC, may require the Charter School to take further action, including but not limited to, requiring the Charter School to extend its enrollment period, delay or void its random lottery, and/or conduct further specified outreach and marketing steps.

f. Use of Parental Agreements for Withdrawal or Reenrollment. The Charter School may adopt policies setting forth parental volunteer or service expectations and may require parent to sign an acknowledgement of those expectations. The Charter School may not withdraw, decline to reenroll, or otherwise discipline a student for a parent's failure to meet such expectations. The Charter School may not communicate to a student or parent that it has the authority to withdraw, decline to reenroll, or otherwise discipline a student for a parent's failure to meet volunteer or service expectations.

g. Enrollment Opportunity. The Charter School shall also ensure open enrollment for each grade served for which space is available and shall not adopt any policy or practice that restricts enrollment to specific grade levels within the grade span served by the school or to a particular class of students served by the school. The Charter School must offer at least one annual enrollment opportunity for each grade served for which space is available.

7. 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 9 below, the SCSC grants 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 SBOE, or the GaDOE. 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 SCSC consistent with the Charter Schools Act.

8. Accreditation. [If serving grades 8-12] The Charter School shall seek accreditation from an approved accrediting agency identified in O.C.G.A. § 20-3-519(6)(A) within the first three years of the initial charter term or prior to a student's graduation and shall retain accredited status thereafter. The Charter School understands that the loss of accreditation from an agency identified in O.C.G.A. § 20-3-519(6)(A) constitutes grounds for termination of this charter contract.

9. Comprehensive Performance Framework and Performance Expectations.

   a. Incorporation Into Charter Contract.The Comprehensive Performance Framework (CPF) adopted by the SCSC shall be incorporated into the Charter as Exhibit A. The CPF 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 CPF or this charter contract. The specific terms, forms, and requirements of the CPF, 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 CPF 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. If 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 consistent with those set forth in the CPF.

   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 CPF, as well as other applicable rules and laws. The SCSC shall publicly report the Charter School's achievement and compliance at least annually following the completion of the Charter School's first year of operation.

   c. Performance Expectations. **The Charter School's performance in relation to the indicators, measures, metrics, and targets set forth in the CPF 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 relevant factors in making renewal decisions.**

   d. Mission-Specific Goals. The operational portion of the CPF incorporated as Exhibit A, holds the Charter School accountable for the following mission-specific goals:

      i. During each year of the charter term, 100% of students will complete a project pursuant to the Project-Based Learning framework.
      ii. During each year of the charter term, 100% of students will complete a coding program/course segment.
      iii. During each year of the charter term, the Charter School will increase the percentage of students absent 5 or fewer days per year by 2% each year over its baseline rate.

   e. Performance Review Presentations. In the event that the Charter School fails to meet standards in accordance with the CPF, the Charter School may be required to make an annual, in-person report to the Commission ("Performance Review Presentation"). At least one Board member and one staff member must attend the Annual Performance Review Presentation. Presentations shall be in the form and manner requested by the SCSC.

10. Assessment and Accountability. Notwithstanding Sections 7 and 9 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 41. The Charter School is further subject to all federal

accountability requirements under the Elementary and Secondary Education Act, including its reauthorization as the Every Student Succeeds Act and any subsequent amendment thereto and provisions of state law or regulation that implement the federal law.

11. Annual Report. The Charter School shall submit an annual report by the deadline established by O.C.G.A. § 20-2-2067.1(c) of each year to the GaDOE and to the SCSC that complies with all requirements established by the GaDOE or applicable law.

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 education laws and regulations applicable to students with disabilities, 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 federal laws and regulations relating to the provision of education services to English Language Learners.
    c. Supplemental Education. The Charter School shall provide supplemental education services in required cases pursuant to the Elementary and Secondary Education Act, including its reauthorization as the Every Student Succeeds Act and any subsequent amendment thereto and provisions of state law or regulation that implement federal law.
    d. Remediation. The Charter School shall provide remediation in required cases pursuant to the Elementary and Secondary Education Act, including its reauthorization as the Every Student Succeeds Act and provisions of state law or regulation that implement federal law.

14. Governance Structure.

    a. Governing Board. The Charter School shall utilize an autonomous governing body in the form of a governing board (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. The Governing Board shall exercise substantive control over such areas as 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. Pursuant to O.C.G.A. § 20-2-2084(e), all members of the Governing Board shall be United States citizens, residents of Georgia, and shall not be employees of the Charter School.

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 Section 9 above, to ensure effective organizational planning, and to ensure financial stability of the Charter School.

c. Public Meetings.

   i. Open Meetings Act. The Governing Board is subject to and shall comply with the Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and any subsequent amendment thereof.

   ii. Regular Meetings. The Governing Board shall conduct regular meetings consistent with principles of transparency and avoid actual or apparent conflicts of interest in the governance of the Charter School. The Governing Board shall conduct no less than ten (10) regular meetings each state fiscal year.

   iii. Called Meetings with Less than 24 Hours' Notice. In addition to adhering to the specific notice requirements in the Open Meetings Act, if the Governing Board schedules a called meeting (i.e., a meeting that is not regularly scheduled) with less than twenty-four (24) hours' notice, the Governing Board shall also notify the SCSC Executive Director or his or her designee of the meeting via electronic mail or phone immediately after scheduling the called meeting.

   iv. The Governing Board shall not vote on any official business, policy, or public matter by e-mail or other written means outside of a public meeting that meets the requirements of O.C.G.A. § 50-14-1 et seq.

d. Public Records and Transparency. The Governing Board is subject to and shall comply with the Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, and any subsequent amendment thereof. Pursuant to O.C.G.A. § 50-18-70(b)(2) the Governing Board shall ensure that all public records that are maintained or received by a private person or entity in the performance of a service or function for or on behalf of the Charter School are available to the public in the same manner and extent as records collected or maintained by the Charter School. The Governing Board shall maintain its adopted policies, budgets, meeting agendas and minutes, financial audits, and annual reports, and shall make such documents available for public inspection. Additionally, to promote transparency, the Charter School shall ensure that the following information, at a minimum, is easily accessible on the Charter School's website:

   i. Governing Board membership;
   ii. Governing Board meeting calendar;
   iii. Meeting agendas for upcoming Governing Board meetings;

iv. Meeting minutes for past Governing Board meetings unless the Georgia Open Meetings Act limits their publication;
v. Procedure for contacting School Leader;
vi. Procedure for contacting the Governing Board;
vii. Any admissions application utilized by the school;
viii. Notification of enrollment and admission procedures required by SCSC Rule 691-2-.05, including the date, time, and location of any upcoming enrollment lottery;
ix. Annual operating budget or summary thereof as required by O.C.G.A. § 20-2-167.1; and
x. The Charter School's charter contract.

e. Communication with Stakeholders. The Charter School, including the Governing Board, and School Leader, must communicate in a timely manner with stakeholders, including, but not limited to the SCSC, families, students, and other government agencies. The Governing Board or School Leader must use all reasonable efforts to promptly and expeditiously respond to and address stakeholder communications, complaints, and requests for information received via the procedures listed in Paragraph 14(d).

f. Conflicts of Interest. The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest and compliance with the requirements of O.C.G.A. § 20-2-2084(e). 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 SCSC demonstrating that governing board members are in compliance with the 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; however, this does not preclude the Charter School from using virtual-based instruction in a remote setting.

h. Director Compensation. No member of the Governing Board shall receive compensation for his or her service on the Governing Board in excess of reasonable expenses incurred in connection with actual attendance at board meetings or with performance of duties associated therewith.

i. Contractual Interference. No party to this Charter may interfere with the legal right(s) and/or obligation(s) of another party to execute the provisions of this Charter.

15. Fiscal Control.

a. Financial Reporting Requirements. The Charter School shall follow the financial requirements of the GaDOE's Financial Management for Georgia Local Units of Administration Manual, for all

funds received by the Charter School. This expressly includes, but is not limited to, developing, and adhering to financial policies, preparing, and adhering to operating budgets, accounting procedures, managing cash and investments, and segregation of duties and internal controls. 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 conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit their annual financial audit to the SCSC by November 1 each year or as otherwise required by applicable law. If the Charter School does not meet standards on the financial or operational sections of the CPF in the previous year, the SCSC may require the Charter School to utilize an independent certified public accountant selected by the SCSC to perform the subsequent year's annual audit.

c. Financially At-Risk Schools. If the Charter School does not meet standards on the financial section of the CPF and/or demonstrates negligence which may lead to material financial misstatements of the Charter School's fiscal performance, the Charter School may be designated as financially at-risk and require more frequent financial monitoring. The nature of the additional financial monitoring will be determined by the SCSC Executive Director.

d. Chief Financial Officer. The Charter School shall designate a Chief Financial Officer. The Chief Financial Officer may be a contractor rather than a school employee; however, the SCSC will hold the Charter School accountable for all financial operations of the Charter School. The Chief Financial Officer 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 Monitoring Requirements. The Charter School shall comply with all federal monitoring requirements related to the receipt of federal funds.

f. 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.

g. 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.

h. Surplus Funds. Under no circumstances shall any surplus be distributed to the Charter School's board member(s), educational service provider or educational management organization. This subsection shall be construed consistent with the provisions of O.C.G.A. § 20-2-167(a)(5).

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 SCSC 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.

j. Distribution of Funds and Assets. If the SCSC terminates the Charter or the Charter expires, the Governing Board shall conclude the business and affairs of the Charter School and cooperate with the SCSC to the extent necessary to provide an orderly return of the students to their local school. The Charter School shall remit any surplus or unencumbered funds derived from state or federal grants, and any furniture, equipment or other assets purchased with state or federal grant funds, to the SCSC in the manner specified by SCSC within thirty (30) days of the effective date of termination or expiration. The effective date of termination is the date of the SCSC's decision to terminate unless otherwise specified by the SCSC. All other assets of the Charter School shall revert to the SCSC after the Charter School's liabilities are satisfied, but no later than ninety (90) days of the effective date of termination or expiration. The SCSC is not 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 as of the closure date.

k. Preference in Contracting. The Charter school shall give preference in contracting and purchasing of services and materials to businesses identified in O.C.G.A. § 20-2-2084(d)(2).

l. Acquiring Debt. The Charter School shall inform the SCSC Executive Director before acquiring debt with a repayment schedule that exceeds the length of the current charter term, including but not limited to: monies derived from loans from financial institutions or through the sale of bonds.

m. Deficit Reduction. If at any time during the charter term the SCSC determines that the Charter School has a negative cash balance or an unrestricted days cash of less than fifteen (15) days, the Charter School may be required to submit a financial risk-avoidance plan, monthly SCSC Fiscal Compliance Template reports and monthly bank statements from all banks utilized by the Charter School. Submission shall be in the form and manner specified by the SCSC Executive Director. This subsection shall not be construed to limit any other SCSC authority to require the Charter School to submit additional financial reports unrelated to deficit reduction.

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 that may not be waived pursuant to O.C.G.A. § 20-2-2065, including, but not limited to, the following provisions:

    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 of Education Rules. The Charter School shall operate in accordance with all SBOE 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 7 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.

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

m. School Nursing Program. The Charter School shall implement a nursing program in accordance with O.C.G.A. § 20-2-771.2.

n. Student Fees and Charges. The Charter School shall comply with SBOE Rule 160-5-1-.12 to preserve the rights of students regarding payments and fees.

17. SCSC Administrative Withhold: Pursuant to O.C.G.A. § 20-2-2089, the SCSC is authorized to withhold up to three (3) percent of the Charter School's funds received through O.C.G.A. § 20-2-2089(a)(1) for administering the duties required of the SCSC pursuant to O.C.G.A. § 20-2-2083.

    a. Return of SCSC Administrative Withhold Funds. Upon satisfaction of annually budgeted expenses, the SCSC may vote to return any surplus funds from its authorized administrative withhold to its Charter Schools on a pro rata basis. The SCSC does not guarantee any surplus of funds.

    b. Restrictions on Returned SCSC Administrative Withhold Funds. Pursuant to a vote by the SCSC, the SCSC may place reasonable restrictions on any returned administrative withhold funds for reasons including, but not limited to, the failure to meet performance expectations based on the CPF and material breaches of its Charter Contract.

18. Education Service Providers. If the Charter School elects to contract or amend a contract with an Education Service Provider at any point during the term of the Charter, the Charter School shall seek and receive approval of the contract or amendment from the SCSC Executive Director prior to the execution of the contract or amendment.

19. Compliance with the Rules, Practices, Policies, and Procedures of the SCSC. The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the SCSC under the authority granted by O.C.G.A. §§ 20-2-2080 *et seq.*

20. Employment Matters. Individuals employed at the Charter School shall not be considered employees of the State Board, Department, or the SCSC.

a. Criminal Record Checks. The Charter School shall adopt criminal record check procedures. The Charter School shall comply with all provisions of O.C.G.A. § 20-2-211.1 relating to fingerprint and criminal record checks for all prospective staff members or any individual that will have substantial contact with students prior to beginning work at the Charter School or having contact with students.

b. Clearance Certificates. The Charter School shall comply with O.C.G.A. § 20-2-211.1 which requires all teachers, school administrators, and other education personnel employed by a local unit of administration to hold a valid clearance certificate issued by the Georgia Professional Standards Commission (PSC).

c. 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. For the purposes of this subsection, the term "teacher" shall have the definition provided in O.C.G.A. § 47-3-1.

d. Employment Preference. The Charter School shall comply with O.C.G.A. § 20-2-2084(d)(1) regarding employment preference. The Charter School shall maintain and provide the SCSC, upon request, documentation to support the Charter School's compliance with O.C.G.A. § 20-2-2084(d)(1), including but not limited to: all advertisements for open positions, resumes received by the Charter School and records of interviews conducted by the Charter School. The Charter School shall not use third-party contractors to circumvent the requirements of this subsection.

e. Performance Evaluation System. The Charter School shall utilize the performance evaluation system adopted by the State Board pursuant to O.C.G.A. § 20-2-210 for all personnel for which it is required by rule or law, including personnel employed by an educational management organization or other educational service provider. At least two individuals employed by the Charter School shall be credentialed to administer the teacher evaluation system. At least two (2) individuals employed by the Charter School or on the Charter School Governing Board shall be credentialed to administer the leader evaluation system. The Charter School may not delegate the evaluation of its School Leader to any individual or entity who is not a member of the Charter School Governing Board.

f. School Personnel. Teachers and other instructional staff and faculty must be employees of the Governing Board and may not be employed by an Educational Service Provider or other entity affiliated with an Educational Service Provider. The School Leader may be employed by an Educational Service Provider only if the Governing Board retains the authority to select and dismiss that individual from service at the Charter School. Non-instructional staff, such as the Chief Financial Officer, business manager, bookkeeper, maintenance personnel, may be employed by entities other than the Governing Board; however, the Governing Board shall remain responsible and accountable for all operations, compliance, and performance of any and all selected contractors. The Governing Board shall ensure that the School Leader establishes a

regular and ongoing physical presence in the school that allows the individual to oversee daily operations.

21. Record Inspection. Subject to state and federal laws, the SBOE, the GaDOE and their agents, the SCSC 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. Any records maintained by a vendor for the services it performs on behalf of the Charter School that relate to school-level operations (such as personnel and financial records) shall be available for immediate access by the school as well as the State Board, Department, SCSC, and State Auditor in accordance with this section.

22. Record Retention. In the event of closure, the Charter School shall ensure the maintenance and retention of appropriate records and shall provide for such maintenance and retention at the school's expense. The Charter School shall adopt a records retention policy that aligns with the requirements of SBOE Rule 160-5-1-.14 "Transfer of Student Records" and accompanying Guidance. Neither the GaDOE nor the SCSC shall be required to assume possession of school-level records. Failure to comply with or appropriately delegate this duty may be considered a breach of contract. Upon exhaustion of applicable retention schedules and upon request from the Charter School or its authorized representative, the SCSC may facilitate coordination for the transfer of remaining permanent records to the Georgia Archives.

23. Facilities.

    a. Approval of Site and/or Facility. The Charter School shall obtain proper approval in accordance with SCSC Rule 691-2-.06 for all sites and/or facilities prior to committing to any certificate of lease or ownership, prior to commencing any construction and prior to student occupation. If the Charter School contracts with an architect, construction manager, or other construction professional to manage the site or facility selection and development process, the SCSC will continue to hold the Charter School accountable for adhering to the requirements for site and facility approval. The Charter School shall not add or change facilities without approval from both the SCSC Executive Director and GaDOE's Facilities Services Division ("Facilities Service Division"). The Charter School shall contact the Facilities Services Division regarding the following:

        i. Site Approval. The Charter School shall contact the Facilities Services Division to obtain site approval as soon as practicable. Failure to provide at least a six (6) months' notice to the Facilities Services Division prior to the proposed site's occupation may delay the Charter School's opening date. Once site approval has been granted, the Charter School will be issued a 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.

ii. Architectural Review. The Charter School shall submit and have approved by the Facilities Services Division all architectural plans for any facility that will house 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 and Facilities Services Division approval.

iii. School Code Approval. After securing both site approval and architectural review approval a school code shall be obtained. The Charter School shall contact the GaDOE and make a request for a school code. The Charter School shall properly obtain a school code prior to occupancy of the site and/or facility.

b. Prior to opening the Charter School and prior to students occupying any proposed facility, including new facilities to be occupied during the charter term, the Charter School shall obtain and submit the following documents to the SCSC:

i. 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.

ii. Certificate of Occupancy. The Charter School shall obtain a Certificate of Occupancy for the facility in which 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, which plan shall be submitted to the local emergency management agency that oversees the area in which the school is located.

24. 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 governing transportation of students.

25. 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 governing food service for students.

26. Projected Enrollment. For the purpose of funding students enrolled in the Charter School each year the Charter School offers a new grade level, the Charter School may be required to provide the SCSC a projected student enrollment count that includes prospective student names, Georgia Testing Identifier (GTID), if available, and any other information as requested by the SCSC. The Charter School shall provide this information by the deadline established by the SCSC and in the form and manner as requested by the SCSC. The information provided by the Charter School pursuant to this section may be verified by the SCSC through an onsite visit or by other means.

27. Data Collections. The Charter School assumes sole responsibility for accurate and timely collection and transmission of required data submissions to the SCSC and other government agencies, including but not limited to: the GaDOE, the Georgia Professional Standards Commission, and the United States Department of Education. The Charter School shall utilize a Student Information System that is compatible with the system utilized by the GaDOE. Upon signature of the charter contract, the Charter School affirms its understanding that inaccurate or untimely data may have an adverse impact to the academic, financial, and operational standing of the school and further affirms its understanding that the SCSC does not guarantee any opportunity or ability to correct any data reporting errors made by the Charter School.

28. Required Trainings.

    a. Data Collections Conference. The Charter School shall send at least one representative to the annual Data Collections Conference held by the GaDOE each year of the Charter School's charter term.

    b. Federal Programs Conference. In each year the Charter School accepts federal funds from the United States Department of Education, the Charter School shall send at least one representative to the annual Federal Programs Conference held by the GaDOE.

    c. Governance Training. Each member of the Governing Board shall fulfill all training requirements required by rule and law, including the annual governance training obligation required by O.C.G.A. § 20-2-2084(f) and SCSC Rule 691-2-.03(4).

29. 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, any applicable rule of the State Board, or SCSC Rule 691-2-.04.

    b. Grounds for Termination. The Charter School acknowledges that this Charter may be terminated for any reason set forth in law or any applicable rule of the State Board or SCSC, including, but not limited to:

        i. The Charter School's failure to comply with any material provision set forth in this Charter, provided that they shall be notified by certified mail and be given thirty (30) days from receipt of notice to cure the breach. The nature and outcome of the breach shall be memorialized and maintained by the SCSC in accordance with applicable record retention schedules;

ii. 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;

iii. 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 9 above;

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

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

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; or

viii. The existence of conditions that place the health, safety, or welfare of students or staff of the Charter School in danger.

30. School Closure. In the event the school ceases operations, either through non-renewal, early termination, voluntary closure, or other means, the school must, at minimum, take the following actions:

a. Student Transition Plan. The Charter School shall create a transition plan to facilitate its students' transition to other educational institutions. The transition plan shall outline a variety of educational options available to students including traditional public schools, locally approved charter schools, state charter schools, and private educational options. The transition plan shall include protocols to ensure the appropriate transfer of student records. The Charter School shall provide the transition plan to the SCSC and parents of enrolled students within fourteen (14) calendar days of its decision to cease operations or the SCSC's decision to terminate or non-renew the Charter School's charter contract;

b. School Records. The Petitioner shall retain ownership, including all incumbent responsibilities of an operational state charter school, of all records for a period of one year from the later of the date the charter contract expired, the date the charter contract was terminated, or the date the state charter school ceased operations. Incumbent responsibilities include, but are not limited to, transferring student records to public or private schools, schools operated by the Department of Juvenile Justice, and the local school system or schools from which the records are requested. After the one-year period, the Petitioner shall transfer all records, including student records, to the SCSC in the format and manner specified by the SCSC.

c. School Website. The Charter School shall maintain the website of the Charter School for a minimum of six (6) months from the date education operations cease. For the purposes of this section, education operations mean any period during which instruction is provided by the Charter School to enrolled students. At minimum, the website shall include contact information and instructions regarding requests for student and employee records;

d. Notification. The Charter School shall make reasonable efforts to inform stakeholders of the school's closure, including the staff and parents, general public, appropriate local districts, and creditors;

e. Closure Monitor. The SCSC Executive Director will appoint an individual to monitor the closure activities of Charter School ("Closure Monitor") within fourteen (14) calendar days of its decision to cease operations or the SCSC's decision to terminate or non-renew the school's charter contract. The SCSC shall be responsible for all costs and expenses of the Closure Monitor;

f. Duties of Closure Monitor. The Charter School shall remain responsible for fulfilling all legal and contractual duties, including those arising from this Charter. The role of the Closure Monitor shall be to review the Charter School's actions to conclude its financial affairs, settlement of accounts, disposition of assets, return of surplus to the SCSC, and provision for maintaining student, employee, and school records in accordance with applicable retention schedules beyond the operation of the Charter School. The Closure Monitor shall notify the SCSC of any action taken by the Charter School that is inconsistent with its legal or contractual obligations. The Charter School shall allow the Closure Monitor access to all records, reports, documents, and files pertaining to any activity or program of the Charter School;

g. Closure Process. The Charter School shall align closure activities to the SCSC Closure Guide in a form and manner as requested by the SCSC to ensure orderly closure of the Charter School; and

h. Surety. The Charter School shall maintain a surety bond throughout the entirety of its charter term and six months following the conclusion of the charter term to assure the faithful performance of the duties of the school and its employees, including the fulfillment of Charter School's obligations in closing the financial affairs in the event the school ceases operation. The bond shall be in an amount no less than $100,000 to be payable to the State of Georgia through the State Charter Schools Commission. The bond shall be furnished by a company authorized to do business in Georgia. The provisions of this subsection shall not be interpreted to preclude Charter School from obtaining liability insurance coverage or surety or fidelity bonds in addition to or in excess of the requirements of this subsection.

31. 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 SCSC Rule. The parties recognize that the renewal process will commence prior to the conclusion of the final year of the charter term and, as a result, the SCSC renewal decision will likely not include student achievement and school operational data from the final year of the charter term.

    b. Non-Renewal. Any grounds for termination stated in Section 25b above also may be grounds for non-renewal. In addition, the SCSC 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 SCSC deems that the Charter School has not sufficiently increased student achievement or is no longer in the public interest notwithstanding the Charter School's performance on the SCSC Comprehensive Performance Framework.

    c. Probationary Term. In the event the SCSC determines that the Charter School has failed to comply with any provision of this Charter, the SCSC may elect to grant a renewal for a probationary term, within which term the Charter School must come into compliance satisfactory to the SCSC.

32. Temporary Extension. At the discretion of the SCSC, this Charter may be extended for a grace period not exceeding sixty (60) days.

33. Amendments to the Charter. Any material term of this Charter, to be determined by the SCSC, may be amended in writing upon the approval of the SCSC and a majority of the Governing Board of the Charter School. Any proposed amendment shall be made in accordance with SCSC Rule.

34. Administrative Clarifications. Any clarification to a non-material term of this Charter, as determined by the SCSC, shall be submitted in writing to the SCSC for review. Any non-material term of this Charter may be clarified upon in writing by SCSC staff.

35. Indemnification.

    a. The Charter School agrees to indemnify, defend and hold harmless the GaDOE, the SCSC, 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, 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 shall be excused from their indemnification obligations above: (a) If the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of the Indemnitee seeking indemnification; or (b) If the Indemnitee fails to (i) provide written notice of the third party claim or suit within a reasonable time, (ii) cooperate with reasonable requests of the Charter School related to the indemnification; or (iii) assist the Charter School with the defense of such claim or suit.

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

36. Non-Agency. The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the State Board, Department, or SCSC 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 State Board, Department or SCSC to any third party.

37. Delegation. The Charter School acknowledges and agrees that the functions and powers provided for in this charter may be exercised only by the Charter School and may not be delegated to a third party without written agreement by the parties.

38. Assignment. This Charter shall not be assigned or transferred by the Charter School unless consented to in writing by the SCSC.

39. Third-Party Beneficiaries. There are no third-party beneficiaries to this Charter. The Charter School's staff, students, parents, or related organizations are not beneficiaries to this Charter.

40. Application of Amended Law. This Charter is subject to applicable federal and state laws, rules and regulations and shall be deemed amended to reflect applicable changes to those laws upon the effective date of any such change.

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

42. 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.

43. 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.*

44. Governing Law and Venue. This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. This Charter shall be interpreted in accordance with O.C.G.A. §§ 20-2-2060 *et seq.* and §§ 20-2-2080 *et seq.*, as amended within the term of this Charter. Any action brought by one party to this Charter against another party shall be brought in the Superior Court of Fulton County.

45. Entire Agreement. This Charter sets forth the entire agreement between the Petitioner, and the SCSC with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Petitioner and the SCSC are superseded by this Charter. The Charter shall not preclude the Charter School from entering into or maintaining any agreement with the Local Board provided no such agreement supersedes, overrides or conflicts with any provision of this Charter. The petition submitted to the SCSC serves only as the formal application for the Charter School and does not constitute a contract between the SCSC and the Petitioner. This Charter supersedes and overrides any provisions contained in the petition that conflict with this Charter.

46. Multiple Counterparts: This Contract may be executed in counterparts which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

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

Chairperson, STATE CHARTER SCHOOLS COMMISSION	4/27/22 (Date)
Governing Board Chair, BROOKHAVEN INNOVATION ACADEMY, INC.	March 29, 2022. (Date)