

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 to the State Charter Schools Commission and/or Local Board 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 O.C.G.A. § 20-2-2083, 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.

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- 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. State Board of Education (SBOE or State Board): means the constitutional authority which defines education policy for public K – 12 education agencies in Georgia.
 - f. State Charter Schools Commission (SCSC): means the state-level authorizing entity working in collaboration with the Department of Education under the authority of the State Board of Education.
2. Charter Term. The SCSC grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2016 and expiring on June 30, 2021.
 3. Grade Range. The Charter School shall serve grades K-8. The Charter School’s total enrollment be at least 357 students but shall not exceed 540 students at any point during the charter term.
 4. Mission Statement. The Charter School’s mission 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 blended-learning core curriculum personalized and individualized for each student via the Compass Learning curriculum. Approximately 20% of each school day will be spent in cross-curricula, STEM-focused, project-based learning. Additionally, the Charter School will implement a mandatory K-8 coding curriculum. The Charter School shall utilize a longer school day and longer school year.
 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.

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- 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 and grade level, provided the application is consistent with SCSC Rule 691-2-.05. The Charter School may gather other 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 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.

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- 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.
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 State Board of Education (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 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(6.1)(A) within the first three years of the initial charter term or prior to a student's graduation and shall retain accredited status thereafter.
9. 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

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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 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 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 operational portion of the Comprehensive Performance Framework 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.
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

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41. The Charter School is further subject to all federal accountability requirements under the Elementary and Secondary Education Act.
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 Georgia Department of Education and to the SCSC that complies with all requirements established by the Georgia Department of Education 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 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 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, subject to any amendment, waiver or reauthorization thereof.
 - 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, 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 (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

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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. The Governing Board shall not include more than two individuals who also serve as the mayor or city council member of the City of Brookhaven.

- 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. 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.*, 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.
- d. Public Records and Transparency. 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. 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;

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- v. Contact information for the most senior school administrator;
 - vi. Any admissions application utilized by the school;
 - vii. Notification of enrollment and admission procedures required by SCSC Rule 691-2-.05, including the date, time, and location of any upcoming enrollment lottery; and
 - viii. The Charter School's Charter Contract.
- e. 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.
- f. 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.
- g. Director 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.
- h. 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 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 conducted by an independent certified public accountant licensed in the State of Georgia. The

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Charter School will submit their annual financial audit to the SCSC by October 1st each year. If the Charter School does not meet standards on the financial or operational sections of the Comprehensive Performance Framework, the SCSC may require the Charter School to utilize an independent certified public accountant selected by the SCSC to perform the annual audit.

- c. 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.
- d. Federal Monitoring Requirements. The Charter School shall comply with all federal monitoring requirements related to the receipt of federal funds.
- e. 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.
- f. 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. The Charter School shall obtain and attach hereto a Certificate of Insurance which shall name the State Board of Education as an additional insured.
- 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), board member(s), educational service provider or educational management organization. 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.

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- h. 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.
 - i. 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 SCSC 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 SCSC, within 30 days of ceasing operations. Any furniture and equipment purchased with public funds shall be delivered to the SCSC within 30 days of ceasing operations. The SCSC 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.
 - j. 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).
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 the following, which are listed by way of example and not by way of limitation.
- a. Civil Rights, Insurance, Health, Safety, and Conflicting Interests. The Charter 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.

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- 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 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 by O.C.G.A. § 20-2-771.2.

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

- 17. 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.

- 18. 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.*

- 19. 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. 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 subparagraph, the term "teacher" shall have the definition provided in O.C.G.A. § 47-3-1.

 - c. 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 subparagraph.

 - d. 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

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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 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.

- e. 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 individual with the highest authority in school administration, regardless of title, 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.
20. Record Inspection. Subject to state and federal laws, the State Board, the Department 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 paragraph..
 21. Facilities.
 - a. Approval of Site and/or Facility. The Charter School shall obtain proper approval 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 Georgia Department of Education's Facilities Services Division. The Charter School shall contact the Georgia Department of Education's Facilities Services Division regarding the following:

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- 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.
 - 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 Department 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.

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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 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 governing food service for students.
24. Projected Enrollment. For the purpose of funding students enrolled in the Charter School in the first year of the Charter School's operation and each year the Charter School offers a new grade level, the Charter School shall 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 paragraph may be verified by the SCSC through an onsite visit or by other means.
25. 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, which includes, but are 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;

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- 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.
26. Pre-Opening Suspension. In the event the Charter School fails to comply with applicable law or any material provision set forth in this Charter, including, but not limited to, facilities requirements outlined in Section 21, the SCSC may suspend the opening of the Charter School until a time after all requirements have been fulfilled by the Charter School as determined by the SCSC. Suspension shall not result in an extension of the Charter term set forth above in Section 2.
27. 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

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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.
28. Temporary Extension. At the discretion of the SCSC, this Charter may be extended for a grace period not exceeding sixty (60) days.
29. 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.
30. 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.
31. Indemnification.
 - a. The Charter School agrees to indemnify, defend and hold harmless the Department, 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.

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- 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.
32. 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.
33. 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.
34. Assignment. This Charter shall not be assigned or transferred by the Charter School unless consented to in writing by the SCSC.
35. 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.
36. 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.
37. Non-Waiver. No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.
38. 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.
39. 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

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shall be resolved in favor of the broad flexibility guaranteed pursuant to O.C.G.A. § 20-2-2065 *et seq.*

- 40. 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.

- 41. 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.



Chairperson,
STATE CHARTER SCHOOLS COMMISSION

10-15-15

(Date)



Governing Board President,
BROOKHAVEN INNOVATION ACADEMY, INC.

September 30, 2015

(Date)