

CHARTER FOR FoothILLS EDUCATION CHARTER HIGH SCHOOL

This Charter for Foothills Education Charter High School (“Charter”) is entered into by and between Foothills Education Center, Inc. (“Petitioner”) and the State Board of Education (“State Board”) (collectively referred to as “the parties”).

WHEREAS, the Petitioner submitted a petition to the State Board proposing to establish a state-chartered special school pursuant to O.C.G.A. § 20-2-154.1;

WHEREAS, the State Board finds that the petition complies with the provisions of O.C.G.A. § 20-2-2060 *et seq.*, the Charter Schools Act of 1998 (“Charter Schools Act”), and the rules, regulations, policies and procedures promulgated in accordance with O.C.G.A. § 20-2-2063 and further finds that the petition is in the public interest; and

WHEREAS, pursuant to O.C.G.A. § 20-2-2064.1, the State Board grants this Charter to permit Petitioner to operate Foothills Education Charter High School (“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. College and Career Ready Performance Index (“CCRPI”): A comprehensive school improvement, accountability, and communication platform for all educational stakeholders that will promote college and career readiness for all Georgia public school students.
 - b. Elementary and Secondary Education Act as Amended (“ESEA as Amended”): The federal education statute, originally passed by the U.S. Congress in 1965, that defines the role of the federal government in public education and authorizes many of the major federal education programs, including Title I. This Act was reauthorized by Congress in 2015 as the Every Student Succeeds Act (ESSA).
 - c. Education Service Provider (“ESP”): A for-profit or non-profit organization that contracts with new or existing charter schools to provide services including, but not limited to curriculum design, professional development, student assessments, financial and operational management, facilities management, and human resources management, such as Education Management Organizations (“EMOs”), Charter

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Management Organizations (“CMOs”), Education Service Organizations (“ESOs”), and others.

- d. Georgia Department of Education (“GaDOE” or “Department”): The Georgia Department of Education is the state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
 - e. Georgia Milestones Assessment System (“Georgia Milestones”): The Georgia Milestone Assessment System is a state-required assessment system to measure student acquisition of the knowledge and skills set forth in the state curriculum. Georgia Milestones is a consistent testing program that will be administered across grades three through twelve in the content areas of Reading, English/Language Arts, Mathematics, Science and Social Studies and Writing.
 - f. Local Educational Agency (“LEA”): A Local Educational Agency is the public authority legally constituted by the state as an administrative agency to provide control of and direction for kindergarten through Grade 12 public education institutions.
 - g. Material term or provision: A material term or provision is an important or substantial aspect in this Charter. A change to a material term or provision alters the rights, obligations, interests, or relations of the parties.
 - h. Quality basic education (“QBE”) formula earnings: Funds earned for the QBE Formula pursuant to O.C.G.A. § 20-2-161, including the portion of such funds that are calculated as the local five mill share in accordance with O.C.G.A. § 20-2-164.
 - i. State Board of Education (“SBOE” or “State Board”): The State Board of Education is the constitutional authority which defines education policy for public K – 12 education agencies in Georgia.
 - j. State-Chartered Special School: A charter school created as a special school that is operating under the terms of a charter between the charter petitioner and the State Board of Education. State-chartered special schools shall act as their own Local Education Agency.
2. Charter Term. This Charter is for Petitioner to operate the Charter School for a three-year term beginning on July 1, 2021 and expiring on June 30, 2024.

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3. Grade Range and Enrollment. The Charter School shall serve grades 9-12. The Charter School may increase enrollment by no more than three (3) percent each school year.
4. Mission Statement. The mission of the Charter School is to provide a community and state resource for students who want to earn a high school diploma in order to be successful in post-secondary and career options.
5. Essential or Innovative Features. The Charter School shall recruit, educate, and graduate students who have not earned a high school diploma using curricula and methodologies that are student friendly, individualized, self-paced, and incorporate a mastery-learning model. To meet the multiple learning needs of at-risk students, the Charter School will employ numerous student-oriented, self-paced curricula. The specific program and curriculum models will be constantly evaluated and changed to ensure that they meet state requirements and are sufficiently flexible to fulfill the needs of the students. The Charter School will operate as an evening school with a year-round schedule, and students will create their own daily, flexible schedule as allowed by the school's self-paced methodology.
6. Maximum Flexibility Allowed By Law. In exchange for the Charter School's agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 8 below, the State Board shall grant the maximum flexibility allowed by law to the Charter School. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by the Local Board, 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 State Board consistent with the Charter Schools Act.
7. Accreditation. The Charter School shall maintain accreditation status from an approved accrediting agency identified in O.C.G.A. § 20-3-519(6)(A)(i) or (ii) during the term of this Charter. The Charter School understand that the loss of accreditation from an agency identified in O.C.G.A. § 20-3-519(6)(A)(i) or (ii) constitutes grounds for termination of this Charter.
8. Performance-based Goals and Measurable Objectives. In exchange for the flexibility granted in Section 6 above, the Charter School agrees to meet or exceed the following performance-based goals and measurable objectives that are designed to result in improvement of student achievement as set forth by the State Board of Education in **Appendix A**, which is incorporated in and attached to this Charter.

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9. Assessment and Accountability. Notwithstanding Sections 6 and 8 above, the Charter School is subject to all accountability and assessment requirements set forth within Title 20 of the Official Code of Georgia Annotated 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, subject to any amendment, waiver or reauthorization thereof.

10. Annual Report. The Charter School shall submit an annual report by November 1 of each year to the Georgia Department of Education that complies with all requirements set forth in O.C.G.A. § 20-2-2067.1(c), including but not limited to an indication of the Charter School's progress towards the goals and objectives stated in Section 8 above and all state-mandated assessment and accountability scores from the previous year, if available. The Charter School shall make available to the community copies of an annual report which shall indicate student performance for the previous year.

11. Open Enrollment and Admissions. The Charter School shall comply with the open enrollment and admissions provisions set forth in O.C.G.A. § 20-2-2066. Enrollment shall be open to any student in accordance with the following criteria:
 - a. Attendance Zone. The attendance zone for the Charter School shall be the State of Georgia.

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

 - c. Annual Enrollment. The Charter School must offer at least one annual enrollment opportunity for each grade level served for which space is available.

 - d. Random Lottery. If the number of timely applicants received by the Charter School exceeds the approved enrollment cap or the capacity of a program, class, grade level, or building, the Charter School shall ensure that such applicants have an equal chance of being admitted through a random selection process in accordance with O.C.G.A. §

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20-2-2066(a)(1)(A), except for educationally disadvantaged students who may be provided an increased chance of admission through a weighted lottery. The Charter School shall not conduct more than one lottery, per grade, per admissions cycle.

- e. Statutory Enrollment Priorities. The Charter School will not utilize enrollment priorities in accordance with O.C.G.A. § 20-2-2066(a)(1)(A).

12. School Sites. The Charter School may add no more than one school site each school year. Any school site opened during this contract term shall be located within the same regional educational service agency (“RESA”) service area where the Charter School’s headquarters were located on January 1, 2021. New school sites opened by the Charter School shall not be included in the calculation of the charter supplemental funding, as defined in O.C.G.A. § 20-2-2089. However, such school sites shall be eligible to receive QBE formula earnings, as defined in O.C.G.A. § 20-2-2062.

13. 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.

14. 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. Special education teachers must have a bachelor’s degree and must either be certified in special education or hold a special education license in Georgia.

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

15. Governance Structure.

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- a. Governing Board. The Charter School shall utilize an autonomous governing body in the form of a Governing Board, which shall operate in accordance with its bylaws and shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law.
- b. Autonomy. The Governing Board shall exercise substantive control over such areas as policy, personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations, which are listed by way of example and not by limitation.
- c. Annual Training. The Governing Board shall receive initial training and annual training thereafter. Pursuant to O.C.G.A. § 20-2-2072 and relevant State Board Rule 160-4-9.06, the training shall include, but not be limited to, best practices on school governance, the constitutional and statutory requirements relating to public records and meetings, and the requirements of applicable statutes and rules and regulations.
- d. Public Meetings. The Governing Board and its meetings, including emergency meetings, are subject to and shall comply with the Open and Public Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, and any subsequent amendment thereof. The Governing Board shall conduct regular meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the Charter School.
- e. Public Records. The Governing Board is subject to and shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, and any subsequent amendment thereof. The Governing Board shall maintain its adopted policies, budgets, meeting agendas, and minutes, and shall make such documents available for public inspection. The Charter School shall make the minutes of all Governing Board meetings available on its website within ten (10) business days after Governing Board approval and for the duration of the Charter.
- f. Conflicts of Interest. The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest. Members of the Governing Board and all individuals employed at the Charter School shall abide by such conflicts of interest policy. Upon request, the Charter School shall provide conflict of interest forms to the Department 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;

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however, this does not preclude the Charter School from using virtual-based instruction in a remote setting.

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

16. Fiscal Control.

- a. Financial Reporting Requirements. The Charter School shall follow the financial requirements of the Charter Schools Section of the Department's Financial Management for Georgia Local Units of Administration Manual. The Charter School shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.
- b. Annual Audit. The Charter School shall have an annual financial audit.
 - i. The financial audit shall be conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit its annual financial audit to the State of Georgia by November 1st each year.
- c. Chief Financial Officer. The Charter School shall designate a Chief Financial Officer, who shall possess the following minimum qualifications:
 - i. A baccalaureate or higher degree in business, accounting, or finance from an accredited college or university and a minimum of four (4) years' experience in a field related to business or finance; or
 - ii. Documented experience of ten (10) or more years in the field of business and financial management.
- d. Federal Funding and Monitoring Requirements. The Charter School shall comply with all federal eligibility and monitoring requirements related to the application for and receipt of federal funds.
- e. Insurance. The Charter School shall obtain adequate insurance coverage and the Charter School shall maintain such coverage throughout the Charter term in accordance with the laws of the State of Georgia. The Charter School shall obtain a Certificate of Insurance which shall name the State Board of Education as an additional insured.

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- f. 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 subsection 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.
 - g. 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 State Board and the Department 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.
17. 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.
 - d. Student Conduct and Discipline. The Charter School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.
 - e. State Board Rules. The Charter School shall operate in accordance with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 6 above.

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- 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. Records Retention. The Charter School shall be responsible for maintaining and retaining its records; including student records, employee records and all corporate records related to the Charter School's operations in accordance with Georgia Law, State Board Rule and this Charter. In the event that the Charter School closes, it shall provide for the maintenance, retrieval, and transmittal of all records in the manner prescribed by the State Board. Neither the Department nor the State Board shall be required to assume possession of the Charter School records.
 - m. QBE Formula Earnings. The Charter School acknowledges that criteria used to calculate QBE funding may not be waived.
 - n. Early Intervention Programs. The Charter School shall comply with O.C.G.A. § 20-2-153 related to early intervention programs.
18. Education Service Providers.
- a. If the Charter School does not contract with an Education Service Provider at the time of execution of this Charter but later elects to contract with an Education Service

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Provider, such decision will require a charter amendment prior to execution of an agreement with an Education Service Provider.

- b. If the Charter School contracts with an Education Service Provider, the Charter School shall notify the State Board before agreeing to any material changes or amendments to the contract with the Education Service Provider. The Charter School shall provide notice to the State Board at least thirty (30) days prior to signing the revised contract. The notice shall include a copy of the proposed changes and/or amendments to the contract between the Charter School and the Education Service Provider. If any changes to the contract between the Charter School and Education Service Provider results in material changes to this Charter, the Charter School shall seek an amendment to this Charter.
19. Compliance with the Rules, Practices, Policies, and Procedures of the Department. The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the Department under the authority granted by O.C.G.A. §§ 20-2-2063 *et seq.*
20. Employment Matters. Individuals employed at the Charter School shall not be considered employees of the State Board or the Department.
- a. Background Checks. The Charter School shall continue to utilize background check procedures and shall ensure that all prospective staff members or any individual that will have substantial contact with students undergo a fingerprinting and background check prior to beginning work at the Charter School or having contact with students.
 - b. Teachers' Retirement System. All qualified teachers at the Charter School shall be members of the Teachers Retirement System of Georgia ("TRS") and subject to its requirements. The Charter School is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements.
 - c. Teacher and Leader Evaluation. The Charter School shall continue to implement the Teacher Keys Effectiveness System ("TKES") and Leader Keys effectiveness System ("LKES") in accordance with O.C.G.A §20-2-210(b)(1) and State Board Rule 160-5-1.37. The Charter School shall have at least two individuals credentialed in using TKES. If the most senior Charter School leader must be evaluated using LKES because he or she performs the duties of a principal as defined by State Board Rule 160-5-1-.37, a member of the Governing Board, who is credentialed in using LKES, shall serve as his or her evaluator.

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21. Record Inspection. Subject to state and federal laws, the State Board, the Department and their agents, and the State Auditor's office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the Charter School. 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 Charter School as well as the State Board, the Department, and State Auditor in accordance with this section.

22. Facilities.

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

i. Site Approval. The Charter School shall maintain site approval received from the Facilities Services Division and obtain site approval for any new sites. Once new site approval has been granted, the Charter School will be issued an additional site code. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to site approval of any new sites and/or facilities.

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

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

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

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- i. Documentation of Ownership or Lease Agreement. The Charter School shall obtain documentation of ownership or the lease agreement for the new facility that will house all or part of the Charter School.
 - ii. Certificate of Occupancy. The Charter School shall obtain a Certificate of Occupancy for the facility in which all or part of Charter School shall be located.
 - iii. Emergency Safety Plan. The Charter School shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185. This plan shall be submitted to the local emergency management agency and local law enforcement agency for approval.
23. 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.
24. 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.
25. Termination of Charter.
 - a. Termination Procedures. The parties acknowledge and agree the procedure for terminating this Charter will follow the procedures outlined in State Board Rule 160-4-9-.06(4)(e).
 - b. Requests for Termination. The termination of this Charter may be requested by a majority of the parents or guardians of the students enrolled in the Charter School, a majority of the faculty and instructional staff employed at the Charter School, or the State Board following the procedures identified in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.
 - c. Termination Grounds. The Charter School may be terminated based on any of the following grounds:
 - i. The Charter School's failure to timely implement the Consequences set forth in **Appendix A**;
 - ii. The Charter School's failure to adhere to any other material term of this Charter, including but not limited to, failure to achieve the performance goals set forth in Section 8 above and **Appendix A**;

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- iii. The Charter School's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;
 - iv. The Charter School's failure to meet generally accepted standards of fiscal management;
 - v. The Charter School's violation of applicable federal, state, local laws, court orders, rules, or regulations;
 - vi. The existence of evidence that the continued operation of the Charter School would be contrary to the best interests of the students or the community;
 - vii. The Charter School's failure to comply with any provision of the Charter Schools Act;
 - viii. The existence of conditions that place the health, safety, or welfare of students or staff of the Charter School in danger; or
 - ix. The Charter School's failure to disclose material information regarding violations or potential violations of any material term of this Charter or applicable federal, state, or local laws, court orders, rules, or regulations.
- d. Breach of Charter. In the event the Charter School fails to comply with any material provision of this Charter, the Department shall notify the Charter School by (1) certified mail by a nationally-recognized overnight courier, postage prepaid, return receipt request or (2) by electronic mail with a confirmation copy sent by first class mail, by a nationally-recognized overnight courier, to the chairperson of the Governing Board. The nature and outcome of the breach shall be recorded in a memo and placed in the Charter School's file maintained by the Department.
- e. Distribution of Funds and Assets. In the event the Charter School ceases operation for any reason, the Charter School and its Governing Board will be responsible for concluding the business and affairs of the Charter School and will cooperate with the State Board and the Department to the extent necessary to provide an orderly return of the students to their local school(s). Any public surplus remaining at the time the Charter School ceases operation shall be remitted to the State Board within 30 days of ceasing operations. Any furniture and equipment purchased with public funds shall be delivered to State Board within 30 days of ceasing operations. The State Board shall not be responsible for the Charter School's unpaid debts in the event the Charter School does not have sufficient funds to pay all of its debts at the time it ceases operation.

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26. Pre-Opening Suspension. In the event the Charter School fails to comply with any material provision set forth in this Charter that requires compliance prior to the opening of any new site and/or facility for the Charter School, the opening may be suspended until a time after all requirements have been fulfilled by the Charter School as determined by the State Board or Department. Suspension will prohibit the 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 State Board Rule.
 - b. Non-Renewal. Any grounds for termination stated in Section 24(a) above also may be grounds for non-renewal. In addition, the State Board may elect not to renew the Charter if the petition for renewal does not comply with the Charter Schools Act and the rules, regulations, policies, and procedures promulgated in accordance with the Charter Schools Act or if the State Board deems that the Charter School has not sufficiently increased student achievement or is no longer in the public interest.
 - c. Probationary Term. In the event the Charter School fails to comply with any provision of this Charter, the State Board may elect to grant a renewal for a probationary term, within which term the Charter School must come into compliance satisfactory to the State Board.
28. Temporary Extension. At the discretion of the State Board, a Charter may be extended for a grace period not exceeding sixty (60) days. A temporary extension must be in writing and mutually agreed upon by the parties to this contract.
29. Amendments to the Charter. Any term of this Charter may be amended in writing upon the approval of the State Board and a majority of the Governing Board of the Charter School. Any proposed amendment shall be made in accordance with State Board Rule 160-4-9-.06 *et seq.*
30. Administrative Clarifications. Any clarification to a non-material term of this Charter, to be determined by the Department, shall be submitted in writing to the Department for review and approval.
31. Mandatory Training. The Department reserves the right to require the Charter School to attend any training related to the responsibilities of a Charter School.
32. Indemnification.

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- a. The Petitioner and the Charter School agree to indemnify, defend and hold harmless the Department and the State Board, their officials, officers, employees, agents, volunteers, and assigns (all of whom hereinafter may collectively be referred to as "Indemnitees"), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to the Charter School's employees), patent, copyright, or infringement on any intellectual property rights, or loss or destruction of property (including loss of use, damage or destruction of Indemnitee owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the Charter School or Petitioner, their employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to their performance of this Charter regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.
 - b. The Charter School and Petitioner shall be excused from their indemnification obligations above: (a) If the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of the Indemnitee seeking indemnification; or (b) If the Indemnitee fails to (i) provide written notice of the third party claim or suit within a reasonable time, (ii) cooperate with reasonable requests of the Charter School or Petitioner related to the indemnification; or (iii) assist the Charter School or Petitioner with the defense of such claim or suit.
 - c. The Charter School and Petitioner's obligations to indemnify any Indemnitee shall survive the completion, expiration, or termination of this Agreement for any reason.
33. Non-Agency. The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the State Board or the Department, except as required by law or this Charter. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the State Board or the Department to any third party.
34. 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.
35. 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.

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36. Headings. Section headings are for convenient reference only and are not part of the Charter or in any way to enlarge or limit any Section's contents.
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 this 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.*
40. Governing Law and Venue. This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. Any action brought by one party to this Charter against another party shall be brought in the Superior Court of Fulton County.
41. Multi-Year Contracts Beyond Charter Term. The Charter School shall not enter into a multi-year contract that extends beyond the length of the charter term for the acquisition of goods, materials, services or supplies unless such contract contains the following provisions:
- a. The contract shall terminate absolutely and without further obligation on the part of the Charter School at the close of the fiscal year in which the charter term concludes and at the close of each succeeding charter term for which the contract may be renewed;
 - b. The contract may be renewed only by a positive action taken by the Charter School; and
 - c. The contract shall state the total payment obligation of the Charter School for the original contract term and each renewal shall state the total payment obligation that may be incurred in each subsequent charter term, if renewed.

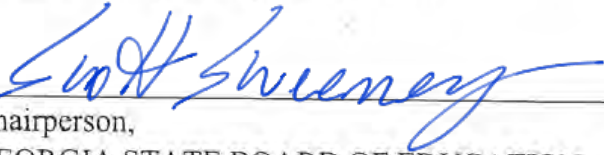
This section shall not apply to multi-year contracts to lease or purchase facilities, vehicles or capital equipment.

42. Entire Agreement. This Charter sets forth the entire agreement among the Petitioner and the State Board with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the

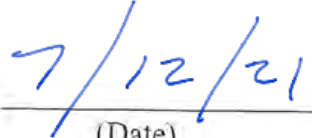
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Petitioner and the State Board are superseded by this Charter. The petition submitted to the State Board serves only as the formal application for the Charter School and does not constitute a contract or any type of agreement between the State Board and the Petitioner.

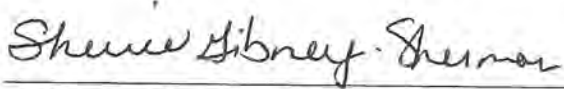
43. Counterparts. The Parties agree that this Agreement may be executed in one or more counterparts which, when taken together, shall constitute one Agreement. All faxed or scanned and emailed counterpart signature copies of this Agreement shall be as effective and binding as original signatures.



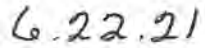
Chairperson,
GEORGIA STATE BOARD OF EDUCATION



(Date)



Authorized Representative,
FOOTHILLS EDUCATION CENTER, INC.



(Date)

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Appendix A – Charter Accountability and Consequences

ACCOUNTABILITY REQUIREMENTS

The State Board shall hold the Charter School accountable for the full performance of each of the performance framework standards listed below. The Charter School will receive a report on its performance on each of the standards below from the Georgia Department of Education as they become available. The report will include any interventions or consequences that need to be implemented by the Charter School.

Note: Accountability for the last year of the charter contract term will occur during the first year of a renewal charter, if granted.

I. ACADEMIC PERFORMANCE STANDARDS

Goal 1: During each year of its charter contract term, the Charter School shall meet at least one of the following performance standards.

First Look – School Performance Gap Closure. The primary academic outcome Georgia seeks from its local charter schools is that they *increase their College and Career Readiness Performance Index (CCRPI) score each year until they reach 100*. The performance standards that measure CCRPI progress include growth in CCRPI itself and in its two major academic components, Content Mastery and Progress Score. The Department’s “First Look” at annual charter school performance is to see if the school has met the standard for any of the following three CCRPI gap-closing measures. Meeting any one of these standards constitutes having achieved Goal 1 for a given year.

a. During each year of its charter term, the Charter School will earn a higher CCRPI “single score” than the attendance zone.

OR

b. During each year of its charter term, the Charter School will earn a higher “content mastery” score on the CCRPI than the attendance zone in all grade bands served.

OR

c. During each year of its charter term, the Charter School will earn a higher “student progress” score on the CCRPI than the attendance zone in all grade bands served OR in all grade bands in which the school did not earn a higher CCRPI “content mastery” score.

OR

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- d. During each year of its charter term, the Charter School will earn a higher “grade band score” on the CCRPI than the attendance zone in all grade bands served OR in all grade bands in which the school did not earn a higher CCRPI “content mastery” or “progress” score.

OR

- e. During each year of its charter term, the Charter School will earn a higher “impact score” on the Value-Added Impact than the attendance zone in all grade bands served.

OR

- f. During each year of its charter term, the Charter School will be designated as “beating the odds.”

Second Look – Mission-Specific Goals. If a charter school does not achieve at least one of the “First Look” School Performance Gap Closure standards, it may still satisfy Goal 1 Academic Performance Standard requirements in a given year by achieving all of the “Second Look” Mission-Specific standards. Meeting the Second Look standards constitutes having achieved Goal 1 for a given year.

- a. During each year of its charter term, the Charter School will increase the percentage of courses completed by Charter School students by 0.5%.

AND

- b. During each year of its charter term, the Charter School will increase the four-year cohort graduation rate of Charter School students by 0.5%.

AND

- c. During each year of its charter term, the Charter School will maintain an 80% of higher agree/strongly agree level to each indicator within one or more categories with either the student, parent, or staff climate survey.

Third Look – School-District Comparisons. If a charter school does not achieve at least one of the “First Look” or “Second Look” Academic Performance Standards, consideration will be given for achieving one of the “Third Look” School-District Comparison standards. The secondary academic outcome Georgia seeks from its state-chartered special schools is that *they do better than the district schools to which their students would otherwise be zoned*. Performance standards include whether the school exceeds the CCRPI score (CCRPI, Content Mastery, or Progress) of their supporting district or of the average of the three district schools to which a majority of the charter school’s students would otherwise be zoned (“majority comparison schools”).

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- a. Exceed the CCRPI score of the supporting school district or the district majority comparison schools;

OR

- b. Exceed the CCRPI Content Mastery scores of the supporting school district or the district majority comparison schools;

OR

- c. Exceed the CCRPI Progress scores of the supporting school district or of the district majority comparison schools.

II. FINANCIAL PERFORMANCE STANDARDS

Goal 2: During each year of its charter contract term, the Charter School shall achieve all six of the following financial performance standards.

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

AND

- b. Achieve a Current Ratio (Working Capital Ratio) that is greater than 1.0;

AND

- c. Possess a Debt to Asset Ratio that is less than 95 percent;

AND

- d. Unrestricted Days Cash (Total Expenses/365) is greater than 45 days;

AND

- e. The Charter School received and submitted to GaDOE by November 1 an annual independent audit with an opinion of the auditor regarding the accuracy of the Charter School's accounting records, financial position, change in financial position, compliance with rules of various governing entities, including GAGAS (Generally Accepted Government Auditing Standards, i.e. the "Yellow Book") or, for those schools not yet converted to GAGAS, compliance with GAAP (Generally Accepted Accounting Principles) that includes:

- An unmodified audit opinion;
- An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses;
- An audit that does not include a going concern disclosure in the notes or an explanatory paragraph; and
- No other adverse statement indicating noncompliance with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight.

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III. GOVERNANCE PERFORMANCE STANDARDS

Goal 3: During each year of its charter contract term, the Charter School shall achieve all six of the following governance performance standards.

- a. All Governing Board members complied with all applicable open governance requirements, including the Georgia Open Meetings Act and the Georgia Open Records Act;

AND

- b. All Governing Board members attended all required training, including all training required for any new Governing Board members;

AND

- c. The Board met a minimum of seven (7) times;

AND

- d. The Charter School's leadership and Governing Board successfully implemented the Teacher and Leader Keys Effectiveness System as verified by GaDOE;

AND

- e. All Governing Board members acted in accordance with the *Standards for Effective Governance of a Georgia Non-Profit School Governing Board*;

AND

- f. The Board reflects the sociodemographic diversity of the community it serves.

IV. LEGAL COMPLIANCE PERFORMANCE STANDARDS

Goal 4: During each year of its charter contract term, the Charter School shall implement all legal requirements included in federal and state law, rules, and regulations and in its Charter.

Goal 5: The Charter School shall not do anything which results in GaDOE placing the Charter School on probation more than two times in a single school year (July 1 to June 30).

Goal 6: The Charter School shall not do anything which results in GaDOE placing it on probation more than three times during its charter contract term.

Goal 7: The Charter School shall comply with all applicable laws, rules, regulations, and provisions of its charter contract relating to relevant reporting requirements, including timelines and deadlines, to the Department and/or federal authorities, including, but not limited to:

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- QBE/FTE Data Reporting;
- Personnel Reporting;
- Student Record Reporting;
- CCRPI Data Reporting;
- Consolidated LEA Implementation Plan (CLIP) for federal programs;
- Special Education Data Reporting;
- Required Data Surveys;
- Complete and on-time submission of financial reports, such as its annual budgets, revised budgets, and/or DE 046, in the manner prescribed by the Department;
- Timely periodic financial reports as required by the Department or other state agency; and
- On-time submission and completion of its annual independent audit by the deadline established by the Department.

CONSEQUENCES

The State Board shall hold the Charter School accountable for the full performance of the goals outlined in this Charter. The Georgia Department of Education is responsible for the annual monitoring and review of the Charter School for full performance of this Charter. Failure to meet the goals outlined in this Charter may result in consequences up to and including intervention, probation, termination, or recommendation for nonrenewal.