## CHARTER FOR FRIENDSHIP ACADEMY OF INNOVATION AND LEADERSHIP

This charter for Friendship Academy of Innovation and Leadership (“FAIL”) is entered into by and between FAIL’s Board of Directors (“Petitioner”) and the Charter School Authorizer (“CSA”) (collectively referred to as “the parties”).

WHEREAS, the Petitioner submitted a petition to the CSA proposing to establish a state charter school with an attendance zone including any economically deprived area of the state;

WHEREAS, the Parties, having equal bargaining power, desire to enter into this arm-length transaction for the establishment of a charter school;

NOW THEREFORE, the parties agree as follows:

* + - * 1. Charter Term. The CSA grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2017 and expiring on June 30, 2022 serving grades K-8.
        2. Mission Statement. The mission of the FAIL is to provide an engaging and rigorous educational experience through the infusion of the innovation and leadership.
        3. Essential or Innovative Features. The Charter School shall promote innovation and leadership through all areas of learning, performing, communicating, and school-wide projects.
        4. 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. The CSA, upon a finding that the outreach and marketing measures taken by the Charter School are inconsistent with applicable law or formal or informal representations made by the Charter School, 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. The CSA will not reach such a finding without submitting a formal inquiry to the Charter School and allowing it a reasonable opportunity to respond.
        5. Maximum Flexibility Allowed By Law. In exchange for the Charter School’s agreement to meet or exceed the performance-based goals and measurable objectives set forth herein, the CSA grants the maximum flexibility allowed by law to the Charter School. The Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of any state or local rule, regulation, policy, or procedure established by the State Board of Education.
        6. Performance Expectations. The Charter School shall be held accountable to a set of academic and operational performance framework, which shall be established by mutual agreement of the Parties no later than December 1, 2016 or thereafter amended at the discretion of the CSA.
        7. Governance Structure. The Charter School shall utilize an autonomous governing body in the form of a governing board (Governing Board), which shall operate in accordance with its bylaws and which shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law. The Governing Board shall exercise substantive control over such areas as personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations, which are listed by way of example and not by limitation.
        8. Fiscal Control. The Charter School shall designate a Chief Financial Officer from a preapproved list of three (3) candidates available on the CSA’s website. The Chief Financial Officer may be a contractor rather than a school employee; however, the CSA will hold the Charter School accountable for all financial operations of the Charter School.
        9. Responsibility for Debts. The Charter School is primarily responsible for all debts incurred by the Charter School and its Governing Board, except for those contracts for which the CSA exercises oversight or control.
        10. 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 CSA Executive Director prior to the execution of the contract or amendment.
        11. Transportation/Food Services. Charter School shall contract with CSA to offer transportation and food services programs for its students. The Charter School shall ensure that the program complies with all applicable laws governing delivery of these services to students.
        12. Data Collection. The Charter School assumes sole responsibility for the collection and transmission of data in accordance with established Georgia Department of Education requirements and timelines. The Charter School shall utilize a Student Information System that is compatible with the system utilized by the Georgia Department of Education. The Charter School shall send at least one representative to the annual Data Collections Conference held by the Georgia Department of Education.
        13. Termination of Charter. The Charter School acknowledges that this contract is not subject to the protections of the Administrative Procedures Act Charter may be terminated for any reason set forth in law or any applicable rule or guideline established by the State Board or the CSA.
        14. Pre-Opening Suspension. The Charter School shall demonstrate its preparation for operations through the significant progress in completing the CSA Pre-Opening Checklist in a form and manner as requested by the CSA. If the Charter School fails to demonstrate significant progress in completing the CSA Pre-Opening Checklist by the time in which the CSA determines the Charter School will be unable to meet its obligations under this Charter upon serving students, the CSA may suspend the opening of the Charter School until a time after the Charter School demonstrates its ability to meet its obligations under this Charter. The determination of the Charter School’s significant progress in completing the CSA Pre-Opening Checklist and the Charter School’s ability to meet its obligations under this Charter shall be in the sole discretion of the CSA. The CSA may also require the Charter School to hire, at its sole cost, a pre-opening consultant to assist with the completion of the Pre-Opening Checklist.
        15. Amendments to the Charter. Any material term of this Charter, to be determined by the CSA, may be amended in writing upon the approval of the CSA following written notice to the Charter School. Any clarification to a non-material term of this Charter, as determined by the CSA, shall be submitted in writing to the CSA for review. Any non-material term of this Charter may be clarified upon in writing by CSA staff.
        16. Indemnification. The Charter School agrees to indemnify, defend and hold harmless the CSA, and the State Board from any and all claims of every kind and description, including any attorneys’ fees and/or litigation and investigative expenses 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.
        17. Governing Law and Venue. This Charter shall be governed by, subject to, and construed under the laws of the State of FAIL’s incorporation. Any action brought by one party to this Charter against another party shall be brought in the County of residence for the Charter School.
        18. Entire Agreement. This Charter sets forth the entire agreement between the Petitioner, and the CSA with respect to the subject matter of this Charter, provided, however, that the petition submitted to the CSA is incorporated herein by reference and supersedes and overrides any conflicting provisions contained herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chairperson, (Date)

CHARTER SCHOOL AUTHORIZER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Governing Board President (Date)

FRIENDSHIP ACADEMY OF LEADERSHIP

AND INNOVATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chairperson, (Date)

STATE BOARD OF EDUCATION