

CHARTER FOR IVY PREPARATORY ACADEMY

This Charter for Ivy Preparatory Academy ("Charter") is entered into by and between Ivy Preparatory Academy, Incorporated ("Petitioner"), the Gwinnett County Board of Education (Local Board) and the State Board of Education, (State Board) (collectively referred to as "the parties").

WHEREAS, the State Board finds that the petition complies with the provisions of O.C.G.A. § 20-2-2064, the Charter Schools Act, 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 Ivy Preparatory 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. Charter Term. The State Board grants this Charter to Petitioner to operate the Charter School for a one-year term beginning on July 1, 2011 and expiring on June 30, 2012.
2. Age and Grade Range. The Charter School ultimately shall enroll students who range in age from 11 through 16 and shall serve students in grades 6 through 9.
3. Mission Statement. Within a structured and supportive environment, the Charter School will develop middle and high school girls into thoroughly equipped scholars who are prepared to enter and succeed in the colleges and universities of their choice.
4. Essential Innovative Features. The Charter School shall be a single-gender charter school that provides a rigorous, college preparatory program for young women. The Charter School shall offer an extended day, week and year educational program and shall offer two hours of English / language arts and mathematics instruction on a daily basis.
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 in Section 6 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 Ivy Preparatory 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 State Board consistent with the Charter Schools Act.

6. Goals and Measurable Objectives.

Performance Goals: In exchange for the flexibility granted within our charter, Ivy Prep agrees to meet all requirements of the Georgia Single Statewide Accountability System and Adequate Yearly Progress outlined in the Accountability Workbook for 2011-2012 and meet or exceed the following performance-based goals and measurable objectives that are designed to result in the successful improvement of student achievement:

- a. **Goal 1. Ivy Preparatory Academy will make adequate yearly progress as defined by Georgia’s state CRCT requirements and the Elementary and Secondary Education Act (ESEA). Students in all subgroups will demonstrate proficiency and improvement over prior year’s performance.**

Measure: During the 2011-2012 charter term, Ivy Prep will make adequately yearly progress as demonstrated by students in grades 6-8 meeting or exceeding the Annual Measurable Objectives in Math, Reading/Language Arts (combined) and all other requirements as established by the Department of Education or GCPS.

- b. **Goal 2. Ivy Prep will meet or exceed the Gwinnett County Public Schools district average on the CRCT.**

Measure: During the 2011-2012 charter term, students will match or exceed the GCPS district average of students scoring in Meets and Exceeds standards category on the social studies and science portions of the CRCT. *In each subsequent year, the percentage of students scoring in the Meets and Exceeds Standards category will match the GCPS average in science or social studies, or exceed the 2011-2012 baselines for Science and Social Studies in each grade level by 2% each year, whichever measure is greater.

- c. **Goal 3. Students will demonstrate academic growth on state assessments.**

Measure: During the 2011-2012 charter term, the percentage of students, scoring in the Exceeds standards category in the Math, Reading/English Language Arts (combined) portions of the CRCT will increase by 3% from the previous year. In each subsequent year, the percentage of those students scoring in the Exceeds Standards category will exceed the previous year’s performance by at least 3%. When the total percentage of students scoring in the Exceeds Standards Category is at or above 50%, Ivy Prep will increase in the subsequent year the percent of students scoring in the Exceeds Standards Category in the Math, Reading/Language Arts (combined) portions of the CRCT to match the district average *or* increase by 1% each year thereafter, whichever measure is greater.

- d. **Goal 4: During the 2011-2012 school year, ninth grade students** will demonstrate proficiency and academic excellence by earning promotion to the tenth grade and in Language Arts, Mathematics and Science as measured by EOCT.

Measure 1: In the 2011-2012 charter term, the percentage of students scoring in the pass and pass plus category on the End of Course Test (EOCT) will match the 2011-2012 GCPS passing average in literature, math, and biology.

Measure 2: 90 % of students will earn promotion to tenth grade by the end of the academic year and summer school.

Organizational Goals:

- e. **Goal 5. During the 2011-12 Charter Term, Ivy Prep will develop a School Improvement Plan to target deficiencies in student and organizational performance.**

Measure: Ivy Prep will use the results from the State Assessments, student and parent surveys, student and staff retention and the Ivy Prep accountability plan to inform the goals for the school improvement plan.

- f. **Goal 6. During the 2011-12 Charter Term, Ivy Prep will maintain a structured culture of high expectations that is reflective of the school's core values.**

Measure: 90% of all Ivy Prep students will maintain and demonstrate appropriate behavioral expectations and work habits as measured by earning fewer than 35 demerits within the school year.

- g. **Goal 7. During the 2011-12 Charter Term, Ivy Prep parents will indicate a high level of parental satisfaction with the school and the level of education attained by their child/children while at Ivy Prep.**

Measure: At least 90% of parents will indicate a high level of satisfaction with Ivy Prep's performance on the school's annual parent survey.

- h. **Goal 8. Ivy Prep will be fiscally responsible and operate efficiently.**

Measure 1: The annual financial audit will have satisfactory results and will have no material findings.

- i. **Goal 9. Ivy Prep will be fully enrolled and demonstrate high levels of daily attendance.**

Measure 1: Student enrollment will be at 100% of the projected enrollment described in the charter application at the beginning of each year.

Measure 2: Ivy Preparatory Academy will average 95% or higher daily student attendance in each school year for all students and each subgroup.

7. Assessment and Accountability. Notwithstanding Sections 5 and 6 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 § 20-14-41. The Charter School further is subject to all federal accountability requirements under No Child Left Behind.
8. Annual Report. The Charter School shall submit an annual report by October 1 of each year 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 6 above and all state-mandated assessment and accountability scores from the previous year.
9. 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 student who resides within the attendance zone, which is defined as Gwinnett County, Georgia excluding Buford City. Further, the Charter School may continue to enroll DeKalb County students who reside outside of the defined attendance zone and who were enrolled in the Charter School at the end of the 2010-2011 academic year pursuant to the terms of a previous charter or any permissible priority set forth in the Charter Schools Act.
 - 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. 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 lottery.
 - d. Statutory Enrollment Priorities. In accordance with O.C.G.A. § 20-2-2066, the Charter School may give enrollment preference to siblings of students enrolled in the Charter School.

10. Funding.

- a. 2011-2012 Fiscal Year Operation. Pursuant to O.C.G.A. § 20-2- 2068.1 the Local Board shall calculate and distribute funding for the 2011-2012 fiscal year of the Charter School's operation based on the projected enrollment according to an enrollment counting procedure utilized by the Charter School and approved by the Local Board. This enrollment projection will be confirmed by the Department's initial student count conducted in the fall of 2011. Once this initial student count is 2011 October FTE count, the payments to the Charter School will be adjusted as appropriate to fund the actual enrollment. In the event the projected student count used for funding purposes prior to the initial student count is greater than the actual student count confirmed during the initial student count, the payments to the Charter School will be adjusted to compensate for the initial overpayment.

11. 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 he or she resides.

12. State and Federally Mandated Educational Services.

- a. Students with Disabilities. The Charter School shall comply with all federal special education laws and regulations applicable to LEAs, 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 state and 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.
- 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.

13. Governance Structure.

- a. Governing Board. The Charter School shall utilize a governing body in the form of a 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.

- 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 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.* 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. The Governing Board is subject to and shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.* The Governing Board shall maintain its adopted policies, budgets, meeting agendas and minutes and shall make such documents available for public inspection.
- e. 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 Charter School shall abide by such 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.
- 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.

14. 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 conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit their annual financial audit to the State of Georgia by October 1st each year.
- c. Federal Monitoring Requirements. The Charter School shall comply with all federal monitoring requirements related to the receipt of federal funds.
- d. 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.

- e. 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.

15. 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 and 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. Unlawful Conduct. The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.
- c. 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.
- d. 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 5 above.
- e. 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, the need for special educational services or any other characteristic protected by local, state or federal law.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

16. Employment Matters. The Petitioner shall be the employer of all employees of the Charter School and its employees shall not be considered employees of the Local Board, the State Board or the Department.
- a. Background Checks. The Charter School shall adopt background check procedures and shall ensure that all prospective staff members undergo a fingerprinting and background check prior to beginning work at the Charter School.
 - b. Teachers' Retirement System. All qualified teachers at the Charter School shall be members of the Georgia Teachers' Retirement System (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.
17. Record Inspection. Subject to state and federal laws, the Local Board, 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.
18. Facilities. Prior to opening the Charter School and prior to students occupying any proposed facility, the Charter School shall obtain and submit the following documents to the Local Board and Department:
- a. 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.
 - b. Certificate of Occupancy. The Charter School shall obtain a Certificate of Occupancy for the facility in which the Charter School shall be located.
 - c. 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 Georgia Emergency Management Agency.
 - d. The Charter School must secure the following from the Department for each site and /or facility in which the students will be housed throughout the duration of the charter:
 1. Site code,
 2. Facility code, and
 3. School code.
19. 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.

20. 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.

21. 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 and the accompanying State Board Rule.
- 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, the Local Board or State Board following the procedures identified in Section 22(a).
- c. Termination Grounds. In accordance with Sections 22(a) and (b), the Charter School may be terminated based on any of the following grounds:
 - i. Breach of Charter. In the event the Charter School fails to comply with any material provision set forth in this Charter, 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 recorded in a memo and placed in the Charter School's file;
 - 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 6 above;
 - iv. The Charter School's failure to meet generally accepted standards of fiscal management;
 - v. The Charter School's violation of applicable federal, state, or local laws, or court orders;
 - vi. The existence of competent substantial evidence that the continued operation of the Charter School would be contrary to the best interests of the students or the community;
 - vii. The Charter School's failure to comply with any provision of O.C.G.A. § 20-2-2065,
 - viii. In the event of an emergency, any party to this Charter , the Local Board, or State Board may request an emergency termination and the State Board, through a regular or special-called meeting, may suspend the operations of the Charter

School until a termination hearing can be conducted, as set forth in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule; or

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

- d. 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 Local Board and State Board 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 Local Board or State Board, whichever is appropriate, within 30 days of ceasing operations. Any furniture and equipment purchased with public funds shall be delivered to the Local Board or State Board, whichever is appropriate, within 30 days of ceasing operations. Neither the Local Board nor State Board shall 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.

22. Suspension.

- a. Transition Suspension. In the event the Charter School fails to comply with any provision set forth in this Charter that requires compliance prior to the opening of the Charter School, the opening may be suspended until a time after all requirements have been fulfilled by the Charter School and as determined by the Local Board or Department. Suspension shall not result in an extension of the Charter term set forth above in Section 1.

23. 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 22(c) above also may be grounds for non-renewal. In addition, the Local Board or 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 Local Board or 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 Local Board or State Board determines that the Charter School has failed 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 Local Board and State Board.

- d. Temporary Extension. At the discretion of the Department, a charter may be extended for a grace period, not to exceed sixty (60) days.
24. Amendments to Charter. Any material term of this Charter, to be determined by the Local Board or State Board, may be amended in writing upon the approval of the Local Board and 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-.04.
25. Administrative Clarifications. Any clarification to a non-material term of this Charter, to be determined by the Local Board, shall be submitted in writing to the Department for review. Any non-material term of this Charter may be clarified upon written approval of the Local Board and Department.
26. Indemnification. The Charter School shall defend, indemnify and hold harmless the Local Board, the State Board and the Department, their employees, officers, directors, subcontractors, and agents against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including reasonable attorney fees, and related expenses, on account of injury, damage or loss to property or persons (including but not limited to violations of civil rights), occurring or allegedly occurring in connection with the operation of the Charter School, from acts or omissions of the Charter School, its officers, directors, subcontractors, or agents, or from any debt or contractual obligation incurred by the Charter School.
27. Non-Agency. The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the Local Board or State Board, 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 Local Board or State Board to any third party.
28. Delegation. The parties agree and acknowledge 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.
29. Application of Amended Law. This Charter is subject to applicable state and federal laws as they exist at the time of execution of the charter contract.
30. Non-Waiver. No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.
31. Severability. If any provision of the Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in full force and effect.
32. 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.* . Any action brought by one party to this Charter against another party shall be brought in the Superior Court of Fulton County.

33. Entire Agreement. This Charter sets forth the entire agreement between the Petitioner, the Local Board, and the State Board with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Petitioner, the Local Board and the State Board are superseded by this Charter. The petition submitted to the Local Board or State Board serves only as the formal application for the Charter School and does not constitute a contract between the Local Board, the State Board and the Petitioner. This Charter supersedes and overrides any provisions contained in the petition that conflict with this Charter.

Chairperson, GWINNETT COUNTY BOARD OF EDUCATION

(Date)

Chairperson, STATE BOARD OF EDUCATION

(Date)

Chairperson, IVY PREPARATORY ACADEMY, INCORPORATED

(Date)