CHARTER FOR SAVANNAH CLASSICAL ACADEMY

This Charter for Savannah Classical Academy ("Charter") is entered into by and between The Savannah Classical Academy, Inc. ("Petitioner"), the Savannah-Chatham County Board of Education ("Local Board") and the State Board of Education ("State Board") (collectively referred to as "the parties").

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

WHEREAS, the State Board 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 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 Savannah Classical 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. 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 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 a local system pursuant to local board of education control and management.

g. 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.

2. Charter Term. The State Board grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2019 and expiring on June 30, 2024.

3. Grade Range and Enrollment. The Charter School shall serve grades K-12. The Charter School's total enrollment shall not exceed 640 during the term of the charter unless after reaching 640 the Charter School requests review by the Local Board and the Department. If the Local Board and the Department determine that the Charter School has met all compliance requirements and charter contract goals based on the most recent year of academic data available, the Charter School's total enrollment may expand by an increment of no more than 15% annually, subject to annual review by the Local Board and the Department.

4. Mission Statement. The mission of the Charter School is to provide every child with a classical and academically rigorous education while instilling a commitment to civic virtue and moral character.

5. Essential or Innovative Features. The Charter School will offer a classical approach to education which includes adhering to an ancient view of learning, traditional teaching methods and a strong emphasis on civics and character development. Students in the elementary grades will have explicit instruction in phonics, grammar and vocabulary, and particular emphasis on Latin and Greek roots will be an integral part of vocabulary instruction. Students will also learn and memorize math facts as well as the concepts behind numerical relations to improve mathematical literacy. The Charter School will implement an extended school day.

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 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.

7. Accreditation. If the Charter School serves grades 8-12, the Charter School shall seek accreditation from an approved accrediting agency pursuant to O.C.G.A. § 20-3-519(6)(A)(i.) within the first three years of the initial charter term and retain accredited status thereafter. If applicable, a Charter School may use system accreditation to satisfy this requirement.

8. Performance-based Goals, Measurable Objectives, and Consequences. In exchange for the flexibility granted in Section 6 above, the Charter School agrees to meet or exceed the performance-based goals and measurable objectives that are designed to result in the improvement of student achievement as set forth in **Appendix A** incorporated into this charter. The Charter School agrees that the consequences set forth in **Appendix A** shall be triggered upon notification by GaDOE of the Charter School's failure to achieve the goals listed in **Appendix A.**

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, the Department's Comprehensive Performance Framework and all state-mandated assessment and accountability scores from the previous year. 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 Chatham County.

    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 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), 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. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School shall give enrollment priority to the following categories of applicants and in the following priority:
   i. 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;
   ii. High School students matriculating from Oglethorpe Charter School;
   iii. A sibling of a student enrolled in the Charter School;
   iv. Children who matriculate from a pre-kindergarten program which is associated with the Charter School.

f. Weighted Lottery. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School may utilize a weighted lottery to provide an increased chance of admission to students who are educationally disadvantaged as defined by State Board Rule.

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. 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. 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 ESEA as amended, 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 ESEA as amended, 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, which shall operate in accordance with its bylaws and **Appendix B** (Locally-Approved Charter School Partners Roles and Responsibilities Chart) of this agreement 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 work collaboratively with school officials to ensure the Charter School complies with the performance goals set forth in Section 8 above, to ensure effective organizational planning, and to ensure financial stability of the Charter School.

c. Autonomy. 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.

d. Annual Training. The Governing Board shall receive initial training and annual training thereafter pursuant to O.C.G.A § 20-2-2072 and 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.

e. 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.

f. 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.

g. 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 local district or Department demonstrating that governing board members are in compliance with the conflicts of interest policy.

h. 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.

i. 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.

j. 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.

k. Georgia Residency. Governing Board members shall be residents of the State of Georgia.

l. Board Composition. Governing Board members shall reflect the sociodemographic diversity of the population of the Charter School's designated attendance zone. Charter School employees and contractors, including the paid Chief Financial Officer, are prohibited from serving on the Governing Board.

15. 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.

ii. A separate audit shall not be required for a school if the Charter School is included in the local school system audit conducted pursuant to O.C.G.A. § 50-6-6, but the Charter School will submit the system's audit to the State of Georgia by November 1st each year.

c. Compliance with approved budget included in locally-approved charter application. The Local Board shall fund the Charter School no less favorably than other local schools located within the school system unless otherwise provided by law. The base per-pupil funding amount in the petition budget is the school system's good-faith estimate for the charter term. Based on these estimates, the Local Board shall fund the Charter School at no less than a per-pupil base rate of **$8,248.00** as long as the school system receives state and local revenues upon which the approved school budget is based.

d. 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.

e. Federal Monitoring Requirements. The Charter School shall comply with all federal monitoring requirements related to the receipt of federal funds.

f. Charter School Program Eligibility. In the event the Charter School seeks grant funds under the Federal Charter School Program, the Charter School must satisfy all federal eligibility requirements as a prerequisite to applying for and receiving such funds.

g. Insurance. The Charter School shall maintain 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 Local Board of Education and the State Board of Education as additional insureds.

h. 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.

i. Responsibility for Debts. The Charter School is solely responsible for all debts incurred by the Charter School and its Governing Board. Except as agreed hereto, the Local Board and the State Board 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.

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.

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.

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 Quality Basic Education (QBE) funding may not be waived.

17. 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 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 at the time of execution of this charter, the Charter School shall provide reasonable notice to the Local Board and the State Board before agreeing to any material changes or amendments to any contract with an Education Service Provider. Reasonable notice shall mean the Charter School gives the Local Board and State Board at least thirty (30) days advanced notice and shall furnish the parties with a copy of the proposed changes and/or amendments.

18. 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.*

19. 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.

20. 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.

21. 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. A locally-approved Charter School shall contact their school system's facilities department and make a request for a school code. 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:

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, which plan shall be submitted to the Georgia Emergency Management Agency.

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. Termination of Charter.
    a. 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 below.

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 in Section 8 above and Appendix A below.

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, 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;

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 or court orders.

x. This Charter may be terminated in accordance with O.C.G.A. §20-2-2063.3 and the accompanying State Board Rule(s) if the Local Board fails to meet the principles and standards of charter school authorizing on the Local Board's annual evaluation for two consecutive years.

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 the State Board following the procedures identified in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.

c. 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 certified mail and/or electronic mail to chairperson of the governing board. The nature and outcome of the breach shall be recorded in a memo and placed in the Department's Charter School file.

d. Termination Procedures. The parties acknowledge and agree that the procedure for terminating this Charter is as follows:

   i. This Charter will automatically terminate without further action taken by the Department, the State Board or the Local Board on June 30 of the year that the Charter School is placed on probation if the Department and the Local Board agree in writing that the Charter School has not satisfied the terms of probation and/or timely implemented the Consequences set forth in Appendix A.

   ii. For a violation of Section 24(a)(iii) though (x) above, this Charter may be terminated according to the procedures set forth in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.

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 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 and/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 and/or State Board, whichever is appropriate, within 30 days of ceasing operations. Neither the Local Board nor the 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.

25. 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 local district and Department. Suspension will prohibit the extension of the Charter term set forth above in Section 2.

26. 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 or Local 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 or Local 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 State Board or Local Board determines that the Charter School has failed to comply with any provision of this Charter, the State Board and Local 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 and Local Board.

27. Temporary Extension. At the discretion of the local district and the Department, a Charter may be extended for a grace period not exceeding sixty (60) days.

28. Amendments to the Charter. Any material term of this Charter, to be determined by the local district and the Department, may be amended in writing upon the approval of the Local Board, 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.*

29. Administrative Clarifications. Any clarification to a non-material term of this Charter, to be determined by the School District and Department, shall be submitted in writing to the local district and the Department for review. Any non-material term of this Charter may be clarified upon written approval of the local district and the Department.

30. Mandatory Training. The Department reserves the right to require the Charter School to attend any training related to the responsibilities of a Charter School.

31. Indemnification.

a. The Petitioner and the Charter School agree to indemnify, defend and hold harmless the Local Board, the School District, 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's and Petitioners 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 Local Board, 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 Local Board, the State Board, or the Department 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. 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.

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

36. 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.

37. Contradicting or Conflicting Provisions. If any provision of the Charter is determined to contradict or conflict with any other provision of the Charter, the contradiction or conflict shall be resolved in favor of the broad flexibility guaranteed pursuant to O.C.G.A. § 20-2-2065 *et seq.*

38. 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.

39. 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.

40. 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 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 Local Board and the 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, GEORGIA STATE BOARD OF EDUCATION — (Date) 8/21/2019

Authorized Representative, SAVANNAH CLASSICAL ACADEMY, INC. — (Date) 7/30/19

Chairperson, SAVANNAH-CHATHAM COUNTY BOARD OF EDUCATION — (Date) 7/30/19

Appendix A – Accountability and Consequences

ACCOUNTABILITY REQUIREMENTS

The State Board shall hold the Charter School accountable for the full performance of each of the comprehensive performance framework goals listed below.

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 four performance standards in each grade band served.

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 90 in each grade band.*** The School Performance Gap Closure standard measures growth in CCRPI and its major academic components, including Content Mastery, Progress, and Closing Gaps scores within each grade band served. Our "First Look" at annual charter school performance is to see if the school has met the following standard.

a. Within each grade band served, increase the CCRPI, Content Mastery, Progress, and/or Closing Gaps scores by at least 5%, 10%, or 20% of the gap between 100 and the respective 2019 score until it reaches 90 and maintain each respective score at 90 or above once it reaches 90.

Second Look: School-District Comparisons. The secondary academic outcome Georgia seeks from its local charter schools is that they ***do better than the district schools their students would otherwise attend.*** If a charter school does not achieve standard "a" in a particular grade band, it may satisfy Goal 1 for that grade band in a given year by meeting the following School-District Comparison standard.

b. Within each grade band that "a" was not met, exceed the CCRPI, Content Mastery, Progress, and/or Closing Gaps scores in that grade band at those district schools that at least two-thirds of its students would otherwise attend.

Third Look: School-Statewide Comparisons. The tertiary academic outcome Georgia seeks from its local charter schools is that they ***do better than similar schools throughout the state.*** If a charter school does not achieve standard "a" or "b" in a particular grade band, it may satisfy Goal 1 for that grade band in a given year by achieving the following School-Statewide Comparison standard in that remaining grade band.

c. Achieve an overall positive statistically significant Value-Added Impact Score within each grade band that "a" and "b" were not met.

If a charter school does not achieve standard "a", "b", or "c" in a particular grade band, it may satisfy Goal 1 for that grade band in a given year by achieving the final School-Statewide Comparison standard in that remaining grade band.

d. Beat the Odds including each grade band within which "a", "b", and "c" were not met.

II. Financial Performance Standards

Goal 2: During each year of its charter contract term, the Charter School shall demonstrate its financial viability and stability by achieving all five of the following financial performance standards.

a. Have a Current Ratio (Working Capital Ratio) that is 1.0 or greater and a one-year trend that is positive;

AND

b. Have a Debt to Asset Ratio that is less than 95 percent;

AND

c. Have Unrestricted Days Cash (Total Expenses/365) greater than 45 days with a one-year positive trend;

AND

d. Be neither in default of loan or bond covenant(s) nor delinquent with debt service payments;

AND

e. Submit to GaDOE by November 1 an annual independent audit with an opinion of the auditor as regards 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 (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.

III. Governance Performance Standards

Goal 3: During each year of its charter contract term, all Charter School governing board members act in accordance with the Standards for Effective Governance of a Georgia Non-Profit School Governing Board as sworn to in the Effective Governance Affidavit included in the Annual Report and as evidenced by the lack of any verifiable contrary information received by GaDOE and the authorizing district(s).

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 this charter contract in all material respects, including but not limited to such things as the Georgia Open Meetings Act and open records requirements, charter school governing board members training requirements, implementation of the Teacher and Leader Keys Effectiveness System as verified by GaDOE, and implementing all Essential or Innovative Features included in Section 5 of this charter in all material respects.

Goal 5: The Charter School shall not do anything which results in GaDOE and the authorizing district(s) placing it on probation more than one time in any 12-month period or more than two times during the charter contract term.

CONSEQUENCES

I. Root Cause Analysis and Targeted Improvement Plan

A. If the Charter School fails to meet Goal 1, 2, 3, 4, *or* 5 in *any* year, the Charter School shall share with GaDOE and its authorizing district(s) the root cause analysis it conducted identifying the reason(s) for failure to achieve each Goal it failed to meet, along with the targeted improvement plan it developed and implemented as a result of its root cause analysis.

II. Charter Contract Renewal Possibilities

The State Board of Education (SBOE) shall consider the Charter School's success on achieving the comprehensive performance framework goals when it considers granting a charter renewal approved by a local Board of Education and, if renewal is granted, the length of the charter renewal contract term requested by the Charter School and approved by its local Board of Education. In making its decision regarding charter contract renewal, the local Board of Education and the Department of Education may consider, and the State Board of Education may examine, dynamic external events that

are not within the control of the Charter School. Accountability for the last year of the charter contract term will occur during the first year of a renewal charter, if granted.

A. If the Charter School meets…
   - the *Goal 1 "a" standard* in 2022 & 2023, and
   - any portion of Goal 1 for *all* grade bands in 2021 and for *any* grade band in 2020; and
   - any portion of Goals 2-5 in 2020; and
   - fully meets Goals 2-5 in 2021-2023

   …then, if the local Board of Education approves, the SBOE will favorably consider it for a:

   A1. 10-year renewal if the Charter School has a CCRPI of at least 90 in all grade bands for 2022 & 2023.

   A2. 10-year renewal if the 20% gap-closure target is met in all grade bands for 2022 & 2023.

   A3. 8-year renewal if the 10% gap-closure target is met in all grade bands for 2022 & 2023.

   A4. 6-year renewal if the 5% gap-closure target is met in all grade bands for 2022 & 2023.

B. Basic Renewal. If the Charter School meets…
   - any portion of Goal 1 for *all* grade bands in 2021-2023 and for *any* grade band in 2020, and
   - fully meets Goals 2-5 in 2021-2023 and *any* portion of Goals 2-5 in 2020

   … the SBOE will favorably consider it for a 5-year charter renewal if the local Board of Education approves.

C. Academic Issues. If the Charter School meets…
   - any portion of Goal 1 for *all* grade bands in 2023 and for *any* grade band in 2020-2022, and
   - fully meets Goals 2-5 in 2022 & 2023 and *any* portion of Goals 2-5 in 2020 & 2021

   … the SBOE will favorably consider it for a 3-year charter renewal if the local Board of Education approves.

D. Financial Issues. If the Charter School meets…
   - any portion of Goal 1 for *all* grade bands in 2022 & 2023 and for *any*

grade band in 2020 & 2021,

- fully meets Goal 2 in 2023 and any portion of Goal 2 in 2020-2022, and
- fully meets Goals 3-5 in 2022 & 2023 and any portion of Goals 3-5 in 2020 & 2021,

... the SBOE will favorably consider it for a 3-year charter renewal if the local Board of Education approves.

E. Last Chance. If the Charter School meets...

- any portion of Goal 1 for any grade band in 2020-2023, and
- fully meets Goals 2-5 in 2023 and any portion of Goals 2-5 in 2020-2022

... the SBOE will favorably consider it for one-time 2-year charter extension if the local Board of Education approves.

F. Non-renewal. If the Charter School...

- fails to meet the requirements of A-E above or
- fails to meet Goal 5 during 2021, 2022, and/or 2023

... the SBOE will consider it NOT eligible for a charter renewal even if the local Board of Education approves a renewal.

Appendix B – Locally-Approved Charter School Partner Roles & Responsibilities Chart

Introduction: Locally-approved charter school non-profit governing boards must have decision-making authority in all areas, including personnel decisions, financial decisions and resource allocation, curriculum and instruction, establishing and monitoring the achievement of school improvement goals, and school operations. The columns in the chart below describe the authority that must be exercised by a charter school's governing board, management, and school district respectively. There are also columns provided for other common charter school partners (if applicable).

Instructions: Applicants must submit a proposed version of this chart that shows how roles and responsibilities are and/or will be shared for their particular charter school. If any checkmarks are deleted or added, applicants must highlight in yellow those cells where a checkmark was deleted or added.

Locally-Approved Charter School Partners Roles and Responsibilities Chart

Personnel Decisions	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Select, retain, transfer, promote, demote, and/or terminate the principal or school leader	✓					
Evaluate the principal or school leader (LKES)	✓					
Select, retain, transfer, promote, demote, and/or terminate faculty and all other staff		✓				
Evaluate the teachers (TKES) and all other staff		✓				
Determine whether teacher certification will be required	✓	✓				
Plan professional development for staff		✓				
Financial Decisions and Resource Allocation	**Charter School Nonprofit Governing Board**	**Charter School Management**	**Local School District***	**Post-Secondary Education Partner(s) (if applicable)**	**Business Partner(s) (if applicable)**	**Community Partner(s) (if applicable)**
Determine number and type of personnel positions budgeted, including qualifications, roles, and job descriptions	✓	✓				
Establish compensation model including salary ranges, bonus or performance- based increases, supplements, and personal and professional leave, health, dental, disability, and other benefit plans offered (other than TRS, which is mandated) for all employees	✓	✓				
Set budget priorities with funds received that are aligned with school improvement plan, including personnel, curriculum, supply, equipment, maintenance, operations, and all other costs	✓	✓				
Ensure school receives all per-pupil and other funding to which it is entitled by agreement with the local district (its fiscal agent)	✓	✓	✓			
Raise additional funds through fundraising efforts	✓	✓				
Exercise discretion over expenditure for all state and local funds and, as permissible, federal funds		✓				
Final school budget approval	✓					
Establish financial policies and standard operating procedures	✓					
Maintain a reserve fund	✓					

Determine facility uses	✓	✓				
Ensure sound fiscal management and monitor budget implementation	✓	✓				
Curriculum and Instruction	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Recommend/Adopt instructional delivery model	✓	✓				
Recommend/Adopt curriculum, including any changes in curriculum as needed to improve student achievement	✓	✓				
Recommend/Adopt courses and programs to offer	✓	✓				
Recommend/Adopt textbooks, technology, and instructional materials	✓	✓				
Recommend/Establish additional graduation requirements	✓	✓				
Recommend/Adopt course and credit requirements, including technology and physical education skill requirements	✓	✓				
Recommend/Adopt seat time requirements	✓	✓				
Recommend/Adopt opportunities for student acceleration/remediation	✓	✓				
Create or modify Career Pathway curricula	✓	✓				
Choose dual enrollment options	✓	✓				
Choose credit recovery options	✓	✓				
Utilize online learning platforms (e.g., Georgia Virtual School)		✓				
Establish additional mastery level requirements for performance	✓	✓				
Select additional formative and/or summative assessments to determine student levels of mastery and growth	✓	✓				
Curriculum and Instruction (continued)	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Establish delivery model, scheduling, staffing, and supplemental services for English Learner (EL), special education (SPED), gifted, and remedial programs	✓	✓				
Establish curriculum maps, pacing charts, and methods for monitoring the curriculum		✓				
Establish lesson plan requirements for teachers		✓				
Establish placement and promotion criteria	✓	✓				
Set grading and reporting policies, plans, process, schedules, and formats	✓	✓				
Establishing and Monitoring the Achievement of School Improvement Goals	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Complete self-assessment based on Georgia School Performance Standards		✓				
Develop actions, strategies, and interventions with faculty and staff (i.e., school improvement plan)		✓				
Set a timeline for implementing school improvement timeline	✓	✓				
Set a budget for implementing school improvement timeline	✓	✓				
Recommend/Approve school improvement plan and provide oversight of its implementation	✓	✓				
Hold principal or school leader accountable for school improvement plan implementation and timeline	✓					

Hold faculty and staff accountable for school improvement plan implementation and timeline		✓				
Evaluate success of school improvement plan and recommend/make revisions as needed	✓	✓				
Regularly communicate student and school performance data to all stakeholders		✓				
School Operations	**Charter School Nonprofit Governing Board**	**Charter School Management**	**Local School District***	**Post-Secondary Education Partner(s) (if applicable)**	**Business Partner(s) (if applicable)**	**Community Partner(s) (if applicable)**
Provide input into school operations that are consistent with school improvement and charter goals, including establishing human resources policies, procedures, and handbooks	✓	✓				
Establish work schedules of faculty and staff (e.g., hours per day, days per year, calendars)		✓				
Establish experience, training, and other matters related to substitute teachers		✓				
Recommend/Set school daily, weekly, and annual school calendar and class schedules, including length of school year, holidays, early release days, etc.	✓	✓				
Recommend/Approve professional development vendors and resources	✓	✓				
Manage day-to-day human resources		✓				
HR processing, including employment contracts and benefits administration		✓				
Recommend/Select co-curricular and extracurricular activities	✓	✓				
Establish after-school and Saturday programs as needed	✓	✓				
Set enrichment and/or advisory periods as needed		✓				
Establish field trips, including locations and date		✓				
Set class size and student-teacher ratios	✓	✓				
Set staff-to-student ratios for non-class times (e.g., lunch, recess, specials, transitions)	✓	✓				
Establish school partnerships for school growth	✓	✓				
Develop communications strategies, including stakeholder surveys, parent involvement, volunteer support	✓	✓				
Select/Approve vendors aligned with school needs	✓	✓				
Manage transportation decisions, including authority to contract for transportation service	✓	✓	✓			
Select information systems (e.g., Student Information System, financial information systems)	✓	✓				
Manage the facility or facilities that are owned and operated by the school system for use by the charter school	✓	✓				
Approve/manage the food service agreement with a vendor or the school system	✓	✓				
Establish school size	✓	✓				
Establish school grade span different from typical primary, elementary, middle, and high public school models (e.g., 4-8, K-8, K-12)	✓	✓				
Establish attendance policies	✓	✓				
Establish student code of conduct and behavior policies, plans, processes, and formats	✓	✓				
Adopt and implement a marketing plan that is inclusive in its recruitment and retention of all students	✓	✓				
Ensure access to support to address the						

physical, social, financial, and emotional needs of students in the school	✓	✓				

**The LBOE retains its constitutional authority*

Georgia Department of Education
District Flexibility & Charter Schools Division
AUG 06 2019
Received

CHARTER AMENDMENT FOR

SAVANNAH CLASSICAL ACADEMY CHARTER SCHOOL

AMENDMENT NUMBER 1

The State Board of Education ("State Board"), Savannah –Chatham County Board of Education ("Local Board"), and Savannah Classical Academy Charter School ("Petitioner") (collectively referred to as "the parties") agree to amend the Charter School Contract for Savannah Classical Academy Charter School ("Charter Contract"). This amendment, which shall become effective upon the last signature, shall be referred to as "Amendment #1"

WHEREAS, the aforementioned parties entered into the Charter Contract for the operation of Savannah Classical Academy Charter School beginning on or about July 1, 2019, and

WHEREAS, the Local Board passed a resolution seeking to amend the Charter Contract for the purpose of outlining the Local Board's provision of in-kind services to Savanah Classical Academy Charter School for the charter school's proportionate amount of federal funds.

NOW THEREFORE, in consideration for the promises made herein, the parties mutually agree to amend the Charter Contract as follows:

1. Section 15 shall be amended by inserting the following new Section 15(j), to read as follows:

   j. **Federal Funding – Proportionate Share and In-Kind Services**. The Local Board shall distribute to the Charter School the proportionate amount of federal funds for which the Charter School is eligible under each federal program, as set forth in Appendix C. Notwithstanding, the Petitioner and Local Board may enter into a two-party agreement that identifies how some or all of the Charter School's proportionate amount will be satisfied through the provision of in-kind services by the Local Board. The State Board is not a party to the in-kind services agreement. However, in accordance with O.C.G.A. § 20-2-2068.1, a copy of the in-kind services agreement between the Petitioner and Local Board is attached and incorporated as Appendix C.

2. Section 40 shall be amended by deleting and inserting the following new Section 40, to read as follows:

   40. **Entire Agreement**. With the exception of Appendix C which is a two-party agreement between the Petitioner and the Local Board, this Charter sets forth the entire agreement among 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 among the Petitioner, the Local Board, and the State Board are superseded by this Charter. The petition submitted to the Local Board and the State Board serves only as the formal application for the Charter School and does not constitute a contract or any type of agreement among the Local Board, the State Board, and the Petitioner.

3. The Charter Contract shall be amended by attaching a new "Appendix C – Federal Funding In-Kind Services Agreement between Local Board and Charter School."

Except as amended herein, the Charter Contract and all previous amendments are unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the Charter Contract or any earlier amendment, the terms of this amendment will prevail.

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

Chairperson, STATE BOARD OF EDUCATION — 5-23-22 (Date)

Chairperson, Savannah-Chatham County BOARD OF EDUCATION — 12-09-2021 (Date)

Authorized Representative, Savannah Classical Academy — 11/15/2021 (Date)

CHARTER AMENDMENT FOR SAVANNAH CLASSICAL ACADEMY

AMENDMENT NUMBER 2

The State Board of Education ("State Board"), the Savannah-Chatham County Board of Education ("Local Board"), and The Savannah Classical Academy, Inc. ("Petitioner") (collectively referred to as "the parties") agree to amend the Charter School Contract for Savannah Classical Academy ("Charter Contract"). This amendment shall be referred to as "Amendment #2."

WHEREAS, the aforementioned parties entered into the Charter Contract for the operation of Savannah Classical Academy beginning on or about July 1, 2019; and

WHEREAS, the Charter Contract was previously amended on or about February 17, 2022; and

WHEREAS, the Local Board approved by a majority vote to amend the Charter Contract to extend the term end date by three years.

NOW THEREFORE, in consideration for the promises made herein, the parties mutually agree to amend the Charter Contract as follows:

1. Section 2 of the Charter Contract shall be amended by deleting and inserting the following new Section 2 to read as follows:

   2. Charter Term. The State Board grants this Charter to Petitioner to operate the Charter School for an eight-year term beginning July 1, 2019 and expiring on June 30, 2027.

Except as amended herein, the Charter Contract and all previous amendments are unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the Charter Contract or any earlier amendment, the terms of this amendment will prevail.

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

Chairperson, STATE BOARD OF EDUCATION — 3-8-23 (Date)

Chairperson, SAVANNAH-CHATHAM COUNTY BOARD OF EDUCATION — 2/1/23 (Date)

Governing Board Chairperson, THE SAVANNAH CLASSICAL ACADEMY, INC. — 10/24/2022 (Date)