

CHARTER SCHOOL AGREEMENT

THIS AGREEMENT (“Agreement”), by and between the Atlanta Independent School System (hereinafter “APS”) and Southeast Atlanta Charter Middle School, Inc. (hereinafter “Charter School”), and the State Board of Education shall be effective July 1, 2005, as executed on _____, 2005.

RECITALS

WHEREAS, the Charter Schools Act of 1998, codified in O.C.G.A. 20-2-2060 et seq., as amended 2002, provides that private individuals or private organizations may establish a local public school known as a charter school, which is subject to an academic based contract with a local school system; and

WHEREAS, The Atlanta Independent School System (“hereinafter “APS” or “Board”) has established a procedure whereby it accepts petitions for proposed charter schools to be located within the City of Atlanta;

WHEREAS, Southeast Atlanta Charter Middle School, Inc. (hereinafter “SACMS”) has submitted a charter school application (hereinafter “Petition”) in conformance with the requirements of the Charter Schools Act and APS;

WHEREAS, the Petition has been reviewed by the Superintendent and recommended for approval to the Board of Education;

WHEREAS, the Board of Education has approved the Petition on January 10, 2005, for the creation of the Southeast Atlanta Charter Middle School; and

WHEREAS, the Board of Education authorized the Board Chair and Superintendent to sign any documents required to implement the charter including this Charter School Agreement and minor revisions to the contract;

WHEREAS, the Georgia State Board of Education has approved said Charter School Agreement and granted a charter to the Charter School, on _____, 2005.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals Incorporated by Reference: The recitals to this Agreement are incorporated herein by reference and made a part hereof.

2. Charter Approval: Subject to the final approval of the State Board of Education and to any other condition contained herein, the Charter School is hereby granted a public school charter in accordance with the Charter Schools Act of 1998, as amended and the terms and conditions of this Agreement, to operate a charter school as described herein.

3. Term of Agreement: This Agreement shall commence on the effective date provided above, and shall expire at midnight, June 30, 2010, unless terminated or extended pursuant to the terms hereof.

4. Control and Management: The Charter School shall be subject to the control and management of the Board of Education as provided herein and in a manner consistent with the Charter School Act of 1998, as amended, and the Constitution of the State of Georgia.

5. Public School: The Charter School shall be a public, nonsectarian, nonreligious, nonprofit school, which is not home based, and is organized and operated under the laws of the State of Georgia, and which shall be located in the facility listed herein.

6. Educational Program: As required by State Board of Education Rule 160-4-9-.04 the Charter School shall:

- a. Describe the school's mission and the students to be served. For students with special needs and disabilities, describe how the charter school will provide state and federally mandated services. The Charter School's mission and students to be served are as follows:

The mission of the Charter School is to create a small, focused, diverse middle school that nurtures the whole child through strong parental/community involvement and challenging academics.

The Charter School will be open to all students who reside in the city of Atlanta and are eligible to be enrolled in the grades served by the Charter School. Preference will be given to students who reside in the designated attendance zone and to siblings of enrolled students in accordance with law and in the manner set out in this charter.

For students with special needs and disabilities, the Charter School will provide state and federally mandated services as follows:

Providing an appropriate education for all students who enroll in the Charter School including special education students is an important priority. While the Charter School will start small, we will employ a special education teacher on a part-time contract basis for the first term of the charter. We anticipate that position will become full time when the charter is renewed.

The Charter School will implement a student support team (SST) to identify students that need improvement or students at risk. This SST will include the guidance counselor, the special education teacher, the principal, the parents/guardians, and appropriate teachers as appropriate and possibly outside consultants. The students that need improvement may be identified by teachers, parents or by review of behavior problems and/or test scores. When a student is evaluated, a personal development plan will be created. The plan will be discussed with the student, parent/guardian and the special education teacher. The personal development plan will include goals, objectives to meet the goals and a time period to accomplish the goals.

The Charter School will comply with all applicable special education requirements including, but not limited to, those imposed by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act, along with any applicable provisions of the Georgia charter school law concerning the provision of special education and related services. Notwithstanding the foregoing, nothing provided for herein shall relieve APS of any obligation it might have to comply with state and federal law and with any obligations contained within the charter agreement and / or any other agreement(s) between APS and the school relating to the provision of special education and related services.

When students enroll at the Charter School that already have an IEP, the Charter School will set up a meeting with the child's parents or guardians to review the IEP and determine the best course of action. To the extent specialists are required beyond the Charter School full and part time staff, the Charter School will contract those services with organizations such as the Communicative Solutions Group or other service providers.

For students with English as second language, the Charter School will provide state and federally mandated services as follows:

In the event one or more students enroll in the Charter School that need ESOL services, the Charter School will (utilizing local and State resources as needed and where available) will determine the most appropriate course of action for that (those) student(s). The Charter School will contract with a qualified provider to provide any such services. The charter school will ensure that the contracted provider meets the current Georgia curriculum standards for an ESOL program.

b. Describe the focus of the curriculum, the instructional methods to be used, and any distinctive or unique instructional techniques or educational programs to be employed. The Charter School's curriculum, instructional methods and distinctive or unique instructional techniques or educational programs are as follows:

The Charter School will use the Constructivist philosophy for delivering its curriculum. Constructivism will encourage the students to be life long learners and to engage in the learning process beyond the formal school day and the formal school years. More information about Constructivism is contained in Appendix A.

Students will help guide the direction of their own learning. Technology will be a tool the students will use to expand their learning. Students will have written reports, projects, and oral presentations assigned by teachers as appropriate. These students will mainly work in groups to emphasize learning collaboration with others as well as individual achievement. SACMS will utilize experts from local colleges and universities as well as other local K-12 schools to help develop curriculum maps for the Charter School. Zoo Atlanta has agreed to partner with our school. This will allow frequent field trips to the Zoo and hands on learning as we work with the Zoo staff.

Upon entering the 6th grade (or upon entering the school if they arrive after 6th grade) each student along with their teachers and their families will develop an educational self assessment and plan for their educational/career future. This plan may include journals, projects, community service, and focused learning experiences among other things. The plan will be reviewed and evaluated in conjunction with the student assessment and reporting schedule. Over the course of their enrollment at the Charter School, the performance of this plan will result in a personal/professional portfolio that the student can take with them to their chosen high school.

We will partner with area businesses and community members to provide our students with a variety of experiences. We will actively recruit a variety of community businesses and organizations to partner with us in providing opportunities for student community service projects among other things. We also plan to host community workshops to teach finances and develop budgets. We will survey the school community to determine workshops that would be helpful to parents/guardians. These will be evening and weekend workshops that will be available to the families of Charter School students and the local community in general. These will be funded independently of any local, state, or federal money that is received for the operations of the Charter School. Our neighborhoods are abundant with artists and local businesses to which we will reach out to seek advice and assistance in developing and implementing our Related Arts program.

Another area of the Charter Schools curriculum that we believe makes the Charter School unique is the importance of conservation and being environmentally responsible. Conservation and environmental responsibility will not be just an additional focus beyond the curriculum; they will be woven into the curriculum based on the successful Neighborhood Charter School model. In addition to extending the NCS curriculum into the middle school grades, we will use some of the lesson plans from Environmental Education in Georgia (EE in Georgia). There are several lesson plans that correlate with the QCC. These lesson plans not only teach the QCC standards, but also provide an assessment of each student's level of mastery of the standards; EE in Georgia will be converting lessons to the new Georgia Performance Standards once the tool for this is available from Georgia Department of Education. There are grants available through EE in Georgia and we will actively pursue those although most of the deadlines for those grants are too soon or have already passed for us to apply for the first year of the school. More information on EE in Georgia and their lesson plans is included in Appendix B.

Parental and community involvement will be one key to the success of the school. The community will be involved in making financial contributions, volunteering at the school on workdays or other designated times or being on a school committee. Area artists and local businesses will be involved in sharing their talents with the students. Parents will be involved in volunteering in the classrooms, on field trips, in classroom prep at home, on school committees, on the Governing Board and on workdays. We recognize that teachers need to plan and mentor other instructors and we will work with the staff to provide extra time as needed. Parents/guardians will commit to fulfilling 10 hours of

volunteer service each year with the school by signing the family contract when they register their child.

c. Describe how the Charter School will measure the improvement in achievement of the students in specific, measurable terms, indicating targets for improvement in each subject area, instruments for measuring improvement, baseline measurements, and timelines, and benchmarks throughout the term of this contract. Show that this is consistent with state-mandated testing. The Charter School's performance-based goals will be the following:

1. **Academic Achievement.** The Charter School will give all State mandated assessment tests to its students in accordance with State and Federal law. (See Section 7 herein for a list of the currently required state assessments for the grades to be served by the Charter School). If the mandated assessment tests change during the course of this charter, the Charter School will give whatever tests are required in any given year. The Charter School will meet or exceed all State and Federally mandated school performance standards including those established in the No Child Left Behind Act and Georgia's plan for compliance with that Act.

As the Charter School adds new grade levels (beginning with 6th grade in year 1) it will use the criterion referenced test scores from that year as the baseline for determining performance targets. Once the baseline is established, the Charter School will establish annual targets for approval by APS.

In addition to the state and federally mandated student assessment measures, the Charter School will evaluate student success over time both individually and as part of a cohort group. Students at the Charter School will show steady progress each year toward reaching their maximum potential. Each student will be evaluated based on a longitudinal profile of that student's success.

In addition the Charter School will measure the success of cohort groups longitudinally. Each class will have more students meeting or exceeding expectations each year as they advance through the Charter School. The sixth grade year will be used as a baseline for each cohort group. As a group of students progresses through the 3 grades offered at the school their progress toward meeting or exceeding expectations on the State mandated criterion referenced test will improve each year. The goal will be to reduce the percentage of students in each cohort group not meeting standard by at least 20% each year. For example, if 30% of a particular sixth grade class does not meet standard on the annual criterion referenced test, that same group of students will be tracked through 7th and 8th grades to ensure that the number not meeting standard is reduced by

at least 20% each year (i.e. down to 24% or less not meeting standard in 7th grade and 19% or less in 8th grade).

Measurement Device: Each year, the Charter School will include in its report to the Local Board and State Board information regarding all academic assessments required by the State as well as tracking information for each of the cohort groups then enrolled at the Charter School. This report will include a statement as to whether or not the Charter School met the required objectives for that year. If the school does not meet every academic objective in any given year, it will include in its report an improvement plan for how the Charter School will meet or exceed that objective the following year. The report on academic achievement and the improvement plan, if any, will be reported in accordance with rules of the State Board of Education or by Local Board for making such reports.

2. **Parental Involvement.** The Charter School believes that parental involvement is extremely important to a child's educational success. The Charter School also believes it is important to ensure that all families are able to choose the public school option that is best for their child. With that in mind, the Charter School has as its goal to have 100% participation in parental involvement activities and to have its families average at least 10 hours per family per year of parental involvement. In order to ensure that this goal is attainable, the charter school will utilize a parent contract and will provide numerous opportunities for parental involvement both at the school or at home and at various times of the day and all days of the week. More information about the parent contract and parent involvement can be found in section 6.e. herein.

Measurement Device: Each year, the Charter School will include in its report to the Local Board and State Board a report on the percentage of families that participated in parental involvement activities that year along with the average number of hours per family. The school will maintain back up documentation for such report for a period of five years.

3. **Community Involvement.** The Charter School also believes that community support of local public education is very important. Local community organizations and businesses possess a wealth of knowledge, experience, and ideas and the Charter School intends to utilize this resource to the fullest extent possible. In addition to developing partnerships and bringing in speakers from the community, the Charter School Governing Board will have three positions that will be filled by appointees from local community

organizations and/or businesses. More information on the Charter School's governance structure can be found in section 16 herein.

Measurement Device: Each year, the Charter School will include in its report to the Local Board and State Board a roster of the Governing Board for that year with the affiliations of all Board members noted. At least three Board members each year will be assigned by local community organizations and/or businesses.

4. **Giving Back to the Community.** Not only is it important to have the community supporting the school, it is also important for the school to support and be an active part of its community. The neighborhoods that make up the Charter School's primary attendance zone (see Appendix H) all share a tremendous sense of community. It is important for the Charter School students to experience and participate in this community building. Therefore, each student at the Charter School will participate in at least 10 hours of community building and service activities each year. The specific activities will be established each year by the Charter School faculty and student body and will be chosen with an eye toward activities that will not only build character but will also reinforce core curriculum areas whenever possible.

Measurement Device: Each year, the Charter School will include in its report to the Local Board and State Board a report indicating that all students completed their required minimum community building and service activities each year. The report will also contain a summary of the program and examples of some of the activities in which the students participated.

d. Describe plans and procedures for changing the program of study should benchmarks for improvement not be met. Should achievement not meet yearly benchmarks, the following plans and procedures will be used to change the program of study in order to meet expectations.

The Principal and key staff members would meet to discuss the particular shortcomings. That group would then meet with the Governing Board or a committee/task force of the Governing Board to develop a strategy to address the specific areas of concern. This might include one or more of the following: Professional development for the teachers, additional assistance for the children (tutoring, mentoring), review of the curriculum structure, etc. Based on the specific strategy developed the Charter School would submit a charter amendment for approval if necessary in order to implement the plan.

e. Describe how parents, members of the community and other interested parties will be involved in the school. Parents, members of the community and other interested parties will be involved in the school as follows:

The Charter School was formed by a diverse group of parents (the “founders”) who live in Southeast Atlanta and includes parents whose children primarily attend Neighborhood Charter School but also includes parents whose children attend Parkside Elementary School and Mary Lin Elementary School via administrative transfer.

The founders share a desire to provide the best education and most appropriate learning environment for their children. After carefully considering their middle school options, the founders decided that they wanted a middle school that would build on the unique curriculum and learning environment that has been created at the Neighborhood Charter School.

Before making this decision, the founders took several steps to ensure that all options were considered and a consensus reached. These steps included, attending and asking questions at neighborhood meetings and PTA meetings at local elementary schools (Neighborhood Charter School, Parkside Elementary, Benteen Elementary), distributing and collecting surveys to gauge the level of interest in the various options (a sample of that survey is attached as Appendix C), conducting focus groups, holding open planning meetings, and arranging two tours with a total of about 20 participants of the local traditional public middle school, King Middle School.

In addition to the work done by the founders to involve the community in the process of writing this charter, there was a tremendous amount of community involvement and effort put into the creation of the Neighborhood Charter School (NCS). Since the Charter School is designed to build on the successful program established at NCS, a lot of the work of building community support had already been done.

As noted in the sub-parts b & c of this section, parents and community members will continue to be actively involved in the charter school in a number of ways. There will be a number of committees which will be filled with parents, community members, and Charter School staff. A list of the proposed committees can be found in the SACMS By-laws that are attached hereto as Appendix D.

A partnership with families will be forged to encourage and build active participation by family members in their children’s learning and success as students. Families will have an active role in shaping the school’s programs and practices. There will be a person or a committee that is responsible for coordinating parent and community volunteer and other parent involvement opportunities at the Charter School.

- f. The following procedures will be used for student discipline and dismissal:

The Code of Conduct for the Charter School is attached hereto as Appendix E. In addition to the Code of Conduct, the Charter School will utilize a character education program for all students that fits with the community involvement and conservation themes that will exist at the Charter School. SACMS is considering The Center for the Fourth and Fifth Rs character education program. A summary of this program is attached

hereto as Appendix F. The final decision as to which character education program will be utilized will be made by the Principal and the Transition Board prior to the opening of school.

If a student is recommended for a suspension, the student's parents or guardians will be brought in for a meeting to discuss the situation before a decision is made about the suspension. If the student is suspended, the parents will be required to come to the school for another meeting about the behavior that led to the suspension prior to the student returning to school.

If a student is recommended for expulsion, the matter will be referred to the Charter School Board of Directors for a due process hearing. The student's family will be invited to attend this hearing. Specific procedures for the conduct of the due process hearing will be developed and passed by the Charter School Governing Board before the end of the first school year.

More information on student withdrawal and expulsion is contained in Section 14 herein.

7. State Student Assessments: The Charter School will participate in all state-required testing following all state rules, policies, and procedures for Georgia public schools as provided in the annual *Georgia Student Assessment Handbook*. The Charter School, as part of the local education agency, will administer all state assessments during the APS system-testing window. The Charter School will designate a School Test Coordinator to represent the Charter School. The School Test Coordinator and/or Principal's designee will attend any APS required session for each assessment. APS will disseminate and collect state provided materials from the Charter School in the same secure manner as all APS schools. The School Test Coordinator and School Principal, in cooperation with the System Test Coordinator, are responsible for test storage and security once the tests are distributed to schools. Certified personnel (teachers, counselors, administrators) must administer all state assessments. The Charter School will administer the assessment tests identified below unless different assessments are required during the term of this charter, in which case the Charter School will give the assessments required at that time.

Criterion- Referenced Competency Test (CRCT)

SACMS will administer the CRCT in Reading, English/Language Arts, Math, Science, and Social Science to all students in grades 6-8 at the same time as all other Atlanta Public Schools. SACMS will make every effort possible for 100% test participation.

Norm-Referenced Test

When SACMS contains grade 8, the Charter School will administer the State of Georgia selected national norm-referenced test in grade 8, at the same time as APS schools. SACMS will make every effort possible for 100% test participation.

8th Grade Writing Assessment

When SACMS contains grade 8, the Charter School will administer the State of Georgia writing assessments in grade 8, at the same time as APS schools. SACMS will make every effort possible for 100% test participation.

End-of-Course Tests

When the SACMS contains grade 8, the Charter School will administer the State of Georgia End of Course Tests in grade 8 for eligible students at the same time as APS schools.

8. Grades and Schedule: The Charter School shall provide instruction to pupils in grades 6 through 8, according to the class schedule attached hereto as Appendix G. This class schedule may be changed from time to time by the Charter School in order to carry out the mission of the school and to address the needs of the student population. The range in age of students of the Charter School shall be 11 through 14 or the completion of 8th grade.

9. Attendance Zone: The attendance zone for the Charter School shall be as follows:

The primary attendance zone is the area designated by the City of Atlanta as Neighborhood Planning Unit – W (NPU-W) as indicated in the map attached hereto as Appendix H. Students residing in the primary attendance zone shall have enrollment preference at the charter school as set forth in Paragraph 10 below.

The Charter School will only enroll students who reside within the City limits of Atlanta and children of teachers and staff of the Charter School who do not live in the City of Atlanta.

10. Enrollment: The Charter School shall enroll any City of Atlanta student (including students with disabilities and ESOL students) who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level or building. In such case, all such applicants shall have an equal chance of being admitted through a random selection process; provided, however, that the Charter School shall give enrollment preference to such students who reside in the attendance zone as established in Paragraph 9, above.

The Charter School will only enroll students who reside within the City limits of Atlanta and children of teachers and staff of the Charter School who do not live in the City of Atlanta.

The Charter School plans to enroll 40 students in its first year of operation in the 6th grade only. Each year thereafter the school will add a grade until it is serving grades 6 through 8. In addition, the number of students in each grade will increase up to a target enrollment of between 200 and 240 students during the initial term. A chart showing the proposed rate of growth is attached hereto as Appendix I. The target numbers are based on the fact that the Charter School plans to have a maximum class size of 20 students and

to use a team teaching, block schedule approach with 40 students (2 classes) in each team. Prior to applying for a renewal of this Charter, the Governing Board will decide whether to increase the maximum enrollment from 240 to 360 students. This decision will be based on demand, the adequacy of the facility, and the ability to maintain the focus of the curriculum with a larger student body.

The rules and procedures concerning admission of students, including the process for the random selection, will be as follows:

Prior to regular registration there will be a pre-enrollment for returning students and their siblings. Registration forms and information regarding the cut off date for pre-enrollment will be sent to all currently enrolled students of the Charter School at least 2 weeks prior to the start of the pre-enrollment period. All eligible returning students and their siblings who submit complete registrations during the pre-enrollment period will be registered for the following school year unless there are not enough spaces available in any particular grade or program. In that case all returning students who submit complete registrations during the pre-enrollment period will be registered and the siblings will be enrolled based on a lottery to be held in an open forum on the date stated in the pre-enrollment information. The pre-enrollment process will not occur prior to the first year of operation.

Following the pre-enrollment period, there will be two registration periods each year. The first registration period will only be open to students who reside in the primary attendance zone. The dates and times for the first registration period shall be established by the Governing Board each year and shall end no later than the last day of February for the school year beginning the fall of the same year (i.e. February of 2006 for the 2006-2007 school year).

All complete applications for students residing in the primary attendance zone that are received during the first registration period will be admitted unless there are more applications than spaces available for one or more grades. In that case, spaces remaining in each such class after the students who were registered during pre-enrollment shall be awarded on the basis of a lottery. All complete applications for those grades from students residing in the primary attendance zone will be placed into the lottery.

The dates and times for the second registration period shall be established by the Governing Board each year and shall end no later than the last day of March for the school year beginning the fall of the same year (i.e. March of 2006 for the 2006-2007 school year). All complete applications for students residing in the city of Atlanta that are received during the second registration period will be admitted unless there are more applications than spaces available for one or more grades. In that case, spaces remaining in each such class after the students who were registered during pre-enrollment and the first registration period shall be awarded on the basis of a lottery. All applications for those grades from students residing in the city of Atlanta will be placed into the lottery.

If any spaces remain after the second registration period, those spaces will be filled on a first come, first served basis.

Lottery and waiting list. If a lottery is required after any registration or enrollment period, that lottery will be held in an open forum at the time and place listed in the registration materials and/or flyers. All lotteries will be conducted in a manner that is consistent with Georgia law and that ensures that each eligible student receives an equal chance of being selected. All names will be selected in each lottery and the students who are not selected for registration will be placed on a waiting list in the order in which their name was selected. Once all grades are filled or once the second registration and lottery, if necessary, are complete, any additional students who register shall be placed at the end of the waiting list on a first come, first served basis.

Siblings of students who attend the Charter School will be given first priority to attend the Charter School.

11. Non Discrimination: The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status or for special educational needs. Furthermore, the Charter School shall not discriminate on any basis that would be illegal if used by a school system.

12. Student Enrollment and Attendance Information: For all students enrolled in the Charter School who were previously enrolled in APS schools, the Charter School shall provide the full names, birth dates, student identification number, name of last APS school attended, grade last enrolled, and date withdrew from last APS school to the APS Records Center, using APS Records Center forms. If known, students with Individualized Education Plans (IEP) shall be identified. Parent signatures and authorizations to release records must be included. The Board shall provide the students' educational records within twenty (20) business days of receipt of the past student enrollment information and IEP within ten (10) business days.

The Charter School shall maintain all student records in accordance with applicable federal and state laws, regulations, rules and policies, unless otherwise specifically exempted herein. The Charter School shall maintain all student records on behalf of the Board during each student's enrollment in the Charter School. Upon a student's withdrawal or other matriculation from the Charter School, the student's educational records shall be returned within ten (10) business days to the Board's student Records Center for retention. The Charter School shall maintain and ensure the privacy and confidentiality of each student's educational record in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, and shall not disclose to any unauthorized third party any personally identifiable information concerning any student enrolled in the Charter School without first obtaining prior written parental permission.

13. Student Data: Charter School student data required to support federal, state, and district reporting requirements include:

Student Information System

Each Charter School will use the same student information system as used by APS. In order to provide APS with necessary data for state reporting and enrollment monitoring, the Charter School agrees to use the APS student information system in accordance with school system specifications. APS will provide the Charter School the minimum necessary hardware and SASIxp software to utilize the district student information system.

Minimum requirements for student information systems for the Charter School is outlined as follows:

The Charter School must maintain all data elements for federal and state mandated reporting. These data include, but are not limited to, Student, Classes, Course (APS Course File), Sections, GA Supplemental, grade reporting and attendance. Process timelines must be met in compliance with APS instructions. Course History and Discipline information must be maintained according to APS guidelines. Electronic student record transfer to and from the Charter School will be made through the district enrollment process.

The Charter School will complete all tasks necessary to process data in SASIxp for federal, state, and district requirements in accordance with APS timelines. There are no exceptions to the reporting requirements due to the size of the Charter School. Requirements may change at any time due to modifications of federal, state, or district requirements. Tasks will be communicated to the Charter School in a manner consistent with other APS schools.

The Charter School may choose to make use of other atoms or data elements in the basic installation of SASIxp for their data maintenance without support from APS. No changes to the APS code structure may be made. Additional modules are available through the software vendor.

SASIxp Software

APS will provide the Charter School with SASIxp software. The Charter School will be responsible for the SASI annual maintenance fee and expenses associated with respective modules. On an annual basis, APS will charge the Charter School a SASIxp maintenance fee deducted from the mid-year adjustment. The annual rate of \$2500 per Charter School is subject to change during the contract term.

Hardware

For initial set-up, APS will provide the Charter School one desktop computer workstation for data collection and reporting. Support and repair for the APS provided desktop is the sole responsibility of the Charter School.

During the annual Georgia Department of Education hardware inventory, the Charter School will be responsible for identifying and labeling the APS provided desktop appropriately.

Electronic Networks

The Charter School is solely responsible for the school network connection to APS which includes the connectivity, monthly expense, and domain controller. The Charter School is responsible for acquiring a network connection speed that performs at no less than 3Mbps downstream and 384Kbps upstream.

The Charter School will install network hardware for a basic connection including an IP subnet in order to align with APS network structure, a Layer 2 switch, and a Router to route network traffic, and a connection to a SASI server.

Technical Support

The Charter School is responsible to ensure adequate technical support for hardware and personnel funding for staff responsible for data entry.

Training on SASIxp and Reporting will be available to Charter School staff in the same manner it is provided to other APS schools. School level support for SASIxp will be available to the Charter School in the same manner it is provided to other APS schools.

Federal Impact Aid

The Charter School shall participate in collecting Federal Impact Aid Questionnaires or any other documents required to secure or retain federal funds and shall submit completed data by the stated APS deadline of each year to the APS Chief Information Officer, or his or her designee.

Office of Civil Rights Report

On years it is due and the Charter School has been designated by the federal office to participate, the Charter School shall complete and submit the biennial Office of Civil Rights Report two weeks prior to the due date in a format as specified by the Office of Civil Rights to the APS Chief Information Officer, or his or her designee.

14. Student Withdrawal: A student may withdraw without penalty from the Charter School at any time and enroll in the appropriate APS school based upon the student's residence address and grade level. A student who is suspended or expelled from the Charter School as a result of a disciplinary action taken by the Charter School shall be entitled to enroll in the student's regular attendance zone school only if such student would not have been subject to suspension or expulsion by APS for the conduct which gave rise to the suspension or expulsion. The Charter school shall notify the Deputy Superintendent for Instruction when it plans to suspend a student for more than ten days or expel a student. Due to space limitations in the APS alternative school program, there is currently no alternative school placement for the Charter School.

15. School Evaluation Procedures: The Charter School shall evaluate the effectiveness of its plan for improvement on an annual basis. The Charter School shall submit an Annual Evaluation Report to the Board on or before August 1 of each year. The Annual Evaluation Report shall set forth the academic program and the progress made by the Charter School in the previous year in implementing its improvement plan, including without limitation, the results of all state-mandated assessment scores and documentation that students met minimum state standards, and documentation that students met or exceeded the academic or vocational education goals and objectives for that school year. The Annual Evaluation Report will include all state-mandated accountability indicators. Each year, the Annual Evaluation Report shall be in a form specified by the Board, or as required by the Georgia Department of Education, with the number of required copies submitted to the APS Chief of Staff, or his or her designee. The same Annual Evaluation Report shall also be made available to the parents or

guardians of students enrolled in the Charter School, the community, and the State Board of Education.

The Charter school shall grant reasonable access to, and cooperation with, the Board, its officers, employees or other agents, including allowing announced and unannounced site visits for the purpose of allowing the Board to fully evaluate the operations and performance of the Charter School and its compliance with the Charter School Agreement.

16. Governance and Operation:

The Charter School shall utilize a policymaking board (and not a school council), which shall be subject to the provisions of O.C.G.A. § 50-14-1 et seq. (Open and Public Meetings Act) and O.C.G.A. § 50-18-70 et seq. (Inspection of Public Records). The role, function, and composition of the board shall be as follows:

General Powers. The business and affairs of SACMS shall be managed under the direction of the Governing Board. The members shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they may deem proper, not inconsistent with SACMS's Articles of Incorporation, these Bylaws, and the laws of this State.

Number, Tenure, Vacancies, and Qualifications. By the third year of operation of the school, the Governing Board shall consist of thirteen (13) members, which number shall be fixed from time to time by the Governing Board. Members shall be natural persons who are 18 years of age or older but need not be residents of the State of Georgia. However, the school will not open at full capacity and the size of the Governing Board shall reflect that fact. Therefore, the initial board shall consist of nine (9) members and will grow according to the following schedule:

Year one (2005-2006): There will be four (4) parent/guardian representatives. Three parent/guardian representatives will be elected according to the process enumerated herein for electing parent/guardian representatives. The fourth parent/guardian representative shall be the PTCA President who shall be elected and serve a term as set out by that organization. There will be three (3) community representatives and one (1) CEFO representative as set forth herein. There will be one (1) staff representative who shall be elected according to the process enumerated herein for electing staff representatives. Of the three elected parent/guardian representatives, two shall be elected to two year terms and one shall be elected to a one year term. During the first year six members shall be required to constitute a quorum.

Year two (2006-2007): Two (2) new parent/guardian representatives will be elected to two year terms. These new members will join the two (2) remaining parent/guardian representatives and the PTCA President for a total of five (5) parent/guardian representatives in the second year of operation. In addition, one (1) additional staff representative shall be elected according to the process enumerated herein for electing staff representatives for a total of two (2) staff representatives in the second year of operation.

No additional appointed representatives will be added after the first year except to fill a vacancy. During the second year seven members shall be required to constitute a quorum.

Structure of the Governing Board. By the third year of operation (2007-2008) and each year thereafter the Governing Board will include 13 voting members and one ex-officio member from the Southeast Atlanta Charter Middle School community. The membership of the Board will include:

- Six (6) parent or guardian representatives.
- One (1) Representative from a conservation or environmentally focused community organization or business (CEFO).
- Three (3) teacher/support professional (media, counselors) representatives with at least one classroom teacher and at least one teacher from the related arts.
- Three (3) community representatives (1 from the Grant Park Neighborhood Association (GPNA); 1 from South Atlantans for Neighborhood Development (SAND); and, 1 from the East Atlanta Community Association (EACA)). If any of these organizations cease to exist, the Governing Board will as soon as possible recruit another community organization from within the primary attendance zone to appoint a member of the SACMS Governing Board.
- The School Principal will serve as an ex-officio, non-voting member of the Board.

Governing Board members, except for the CEFO and community representatives, will be elected by the Parent, Teacher, and Community Association (PTCA). Teacher/support personnel representatives will be nominated by the Charter School staff. Please see the table below for an overview. One of the parent/guardian representatives must be the current PTCA President.

The Governing Board shall be subject to the provisions of Open Meetings Law, O.C.G.A. § 50-14-1, and Inspection of Public Records Law. O.C.G.A. § 50-18-70. Once the Governing Board is at its full size of thirteen (13) voting members, a quorum of eight (8) voting members shall be required in order to conduct business.

Governing Board Structure (Third year of operation and beyond)

Member Group	Number of Reps	Term Length	Elected By
Parents/Guardians	5	2-Years	Parent, Teacher, Community Association. In year one election will take place in October.
PTCA President	1	To be determined by the PTCA.	To be determined by the PTCA.
Conservation or Environmentally Focused	1	1 year. No limit on ability to be reappointed.	To be determined by organization

Organization (CEFO)			
Teachers/Support Personnel	3	1 year. No limit on ability to be reappointed.	Parent, Teacher, Community Association.
Community Representatives	3	1 year. No limit on ability to be reappointed.	To be determined by GPNA, SAND and East Atlanta/Summerhill.
Principal (ex-officio)	1	No limit on term.	By virtue of position

Should a vacancy occur on the Governing Board, the Governing Board must ask the appropriate liaison group, which will be defined in the planning phase prior to school opening, to elect a replacement. The Governing Board will review the membership composition of Board committees and the school wide subcommittees on an annual basis. The Charter School will at all times actively recruit nominees for the Governing Board who represent the richly diverse communities served by the Charter School.

Any parent or teacher representative vacancy occurring in the Governing Board may be filled by the affirmative vote of the parent, guardians, and staff of SACMS.

A member elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. Any membership to be filled by reason of an increase in the number of members may be filled by the Governing Board, but only for a term of office continuing until the next annual meeting of members.

More information about the Governing Board including information about the Transition Governing Board that will be elected upon approval of the charter petition and remain in place until the school opens is contained in the SACMS By-laws which are attached hereto as Appendix D.

The Charter School does not intend to enter into a contract with a for-profit entity for the purpose of managing the operations of the school. The Charter School may enter into one or more contracts with for-profit entities to provide other services such as landscaping, janitorial services, accounting, payroll services, etc. No such contracts have been entered into as of the submission of this petition. If and when such contracts are entered into by the Charter School, the Charter School will make a copy of each contract available to Local Board in a timely manner and in a manner that is consistent with applicable laws. The Charter School will not enter into a contract with an Education Management Organization without first completing the process of amending the charter.

The governing body shall be subject to the control and management of the Board as provided in the Charter Agreement and in a manner consistent with the Constitution of the State of Georgia.

17. Governing Members: No member of the governing board of the charter school shall sell, lease, or receive payment for providing textbooks, supplies, services, facilities, or land to the charter school or other public school in the APS system.

18. Human Resources: The faculty, instructional staff and all other personnel necessary for the operation of the Charter School shall be employees of the Charter School. The Charter School is responsible for providing any and all salary and/or wages, including any benefits for any personnel employed by the Charter School. It is the responsibility of the Charter School to comply with the Georgia Teacher's Retirement System (TRS) requirements for public school employees.

Students of the Charter School shall be instructed by teachers certified by the Georgia Professional Standards Commission in all core academic areas as defined in Section 1119 of the No Child Left Behind Act. Paraprofessionals with instructional support duties must meet guidelines of Section 1119 of the No Child Left Behind Act and ESEA.

The faculty, instructional staff and all other personnel necessary for the operation of SACMS shall be categorized as employees of Southeast Atlanta Charter Middle School, Inc. Salary and benefits will be provided by Southeast Atlanta Charter Middle School, Inc. under individual contracts with each employee. Southeast Atlanta Charter Middle School, Inc. retains the right to hire, evaluate, retain and/or dismiss staff from SACMS based upon their performance. All employees of SACMS will be retained as employees at the school based on their job performance and willingness to support the school's mission. This support will include, but is not limited to, a commitment to staff development and implementation of the educational philosophy of the school (as appropriate to the employee's responsibilities) in an addendum to their standard employment contract. The personnel committee will establish policies and procedures to be presented to the Board outlining an appropriate grievance and appeal process to allow the Principal due process.

All classroom teachers will be Georgia certified or certifiable in the State of Georgia. All other professional staff will either be certified or will have expertise in the area in which they are teaching. All staff will have an individual professional development plan that will lead to seeking Georgia Certification. At a minimum, all staff will meet the federal qualification standards.

Teachers will be recruited from the greater Atlanta area and across the southeastern United States. We will use journals, newspapers and appropriate web sites to advertise vacant positions. The Charter School will not discriminate on the basis of race, color, religion, gender, national origin, age, veteran status, disability, marital status or sexual orientation in any of its employment practices, educational programs, services or activities.

Certified staff salaries will be competitive with the salary schedule offered in Atlanta Public Schools. The Personnel Committee will evaluate candidates and make hiring recommendations to the Governing Board which will make all final personnel decisions.

The Charter School Principal will formally evaluate all instructional staff with less than five years elementary teaching experience at least twice a year. Teachers with more than five years experience will be formally evaluated at least once a year. The SACMS is committed to identifying an appropriate evaluation tool that measures understanding and use of the constructivist method of teaching. This formal evaluation tool will be referred to a committee for recommendations and development. In addition, the instructional staff of the Charter School shall be informally evaluated through a review of their professional growth portfolios, maintained annually. Instructional staff of the Charter School shall be required to maintain a professional growth portfolio. This portfolio may contain, but is not limited to, lesson plans, parent communication, sample student work, records of student academic growth, professional goals, yearly themes/activities calendar, video of instructional practices, and records of any staff development or college coursework completed. Teachers and administrators will be involved in both private and public forms of reflection, allowing for constant examination of their professional practice.

19. State Required Personnel Data: For the purpose of completing the Certified/Classified Personnel Information Data Collection Report (CPI) required by the Georgia Department of Education, the Charter School shall submit personnel information to APS. This data shall be submitted following procedures and timelines for each of the three reporting cycles provided by APS to ensure APS can meet all state deadlines for reporting. Annually, APS will provide a Charter School representative training at the central administrative offices including access to APS databases for the purposes of submitting direct entries. The Charter School will be responsible for providing staff to do data entry. Additionally, the Charter School will be responsible for reporting Georgia Department of Education required leave data by maintaining personnel leave records and submitting at each school year end in accordance with deadlines and formats as defined by APS, subject to change by the Georgia Department of Education. All CPI data formats shall be provided by and submitted to the Chief of Human Resources, or the Chief's designee.

CPI Cycle 1 must be completed in APS Lawson to submit to GADOE at the same time as October FTE

CPI Cycle 2 must be completed in APS Lawson to submit to GADOE each May according to APS deadlines

CPI Cycle 3 must be completed at each school year end in accordance with deadlines and formats as defined by APS for July transmission to GADOE

20. Employee Requirement: All personnel employed by the Charter School shall be fingerprinted and shall pass a criminal record check prior to employment.

21. Facility: From July 1, 2005 through June 30, 2006, the Charter School shall be located at 688 Grant Street SE, Atlanta, Georgia 30315 ("School Building"). A copy of the Letter of Agreement between SACMS and Neighborhood Charter School (the primary tenant of the School Building) is attached hereto as Appendix J. The Charter School shall obtain and submit to the Board for review no later than July 1, 2005: (1) all applicable occupancy permits and health and safety approvals for the School Building; (2) an executed copy of the lease agreement for the School Building, if the School building is occupied under a lease agreement; and 3) evidence of title to the School Building satisfactory to the Board, if the School Building is owned by the Charter School.

Subject to approval by APS and subject to meeting all other terms of this section, beginning July 1, 2006 the Charter School will be located at 486 Park Avenue, SE, Atlanta, Georgia 30312 or at such other location as shall be agreed upon in writing by the Charter School and APS.

Charter School shall take such actions as are necessary to ensure that all leases, occupancy permits and health and safety approvals remain valid and in force, and shall certify to APS no earlier than June 1 and no later than August 1 of each year that such leases, certificates and approvals remain in force. The Charter School may change its physical location or obtain additional facilities provided that the Charter School fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities, and provided further that (1) the Charter School notifies the Board of the proposed change in location or addition to facilities not less than 90 days prior to taking any final action in connection therewith; and (2) the APS Superintendent, does not notify the Charter School within 14 days of receipt of notification, that she/he will recommend to the Board that the change be denied.

22. School Safety: In compliance with O.C.G.A. § 20-2-1185, on an annual basis the Charter School must prepare a school safety plan and submit it to the local offices of the Georgia Emergency Management Agency (GEMA) for approval for each school calendar year. Evidence of this approved plan shall be submitted to the APS Chief of Staff, or his or her designee, no later than August 15 of each year and is considered a requirement as part of the safety approvals for the school building.

23. Transportation: Charter School is responsible for providing or not providing any transportation services from home to school and school to home based on the needs of the students who enroll. Any Charter School contract(s) for transportation need to be with a vendor that maintains compliance with all applicable U.S. Department of Transportation rules and regulations and state laws, rules and regulations governing vehicle safety equipment, inspections, and licenses.

Notwithstanding the above, APS shall provide transportation at no cost to the Charter School to any student who attends the Charter School because that student transferred to the school under No Child Left Behind.

For local field trips, the Charter School is eligible for bus services from APS at the same rate as any APS school is charged and is required to follow reservation procedures. For any special needs students enrolled in the charter school with an IEP requiring special transportation to and from school, the Charter School can contract with APS for a fee for transporting any such student.

24. School Nutrition Program: The Charter School is responsible for providing or not providing any food services for breakfast and /or lunch based on the needs of the students who enroll. Any Charter School food service provided will need to be in compliance with all applicable city, county, and state regulations governing food service equipment, inspections, and licenses.

Federal Eligibility Applications: Each school year the Charter School will be responsible for providing household survey forms for each student to determine free or reduced meal eligibility. The Charter School is responsible for dissemination, collection, and submitting eligibility data to APS for the purposes of determining the Charter School's eligibility for Title 1 funds, even if the Charter School does not provide food service.

It is the intention of the Charter School to offer a school lunch program to students enrolled at the school. The Transition Board will explore all viable options and develop a plan based on the available finances, the size and needs of the student body, and the availability of a lunch program through APS. These factors will be re-evaluated and a decision made regarding the school lunch program annually. All information regarding this program will be provided to the families of all enrolled students prior to the start of each school year.

25. Financial Policies, Procedures and Controls: At all times, the Charter School shall maintain appropriate governance and management procedures and financial controls as herein provided:

The SACMS financial policies and procedures are attached hereto as Appendix K. The annual financial audit procedure is included in that document. These policies and procedures may be adjusted from time to time as required to remain in compliance with the law and with generally accepted accounting procedures.

The Charter School shall demonstrate to the satisfaction of the APS Comptroller/CFO that the following controls are in place prior to the transfer of any funds pursuant to this Agreement: (1) generally accepted accounting procedures; (2) a checking account held in a Georgia-based financial institution; (3) adequate payroll procedures; (4) procedures for the creation and review of monthly and quarterly financial statements, which procedures shall specifically identify the individual who will be responsible for preparing such financial statements in the following fiscal year, and (5) evidence that the person responsible for the financial management of the Charter has been given a bond in an amount and with a surety company approved by the Board, that is payable to the Atlanta Independent School System in an amount not less than \$ 1 (one) million dollars per annum. The Charter School shall provide the Superintendent a document evidencing compliance with this provision (hereinafter called the "Initial Statement".) In the event the Initial Statement reveals that any of the above controls is not in place, the Charter School shall remedy such deficiency within 30 days of receipt of a notice of deficiency. All documentation should be submitted to the APS Chief of Staff, or his or her designee.

The Charter School shall cause a Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audits") to be performed annually at its expense by a Certified Public Accounting firm retained by the Charter School or by the State Auditor in a manner allowed by Georgia law and acceptable to the Board. The Charter School shall provide to the Board any reportable conditions and other advisory comments as defined by the American Institute of Certified Public Accountants, or additional information as required by the State Board of Education. The Financial Audits and other financial reports shall be provided to the Board in the time and manner required by law, rule or policy. The required number of copies of the Financial Audit shall be submitted to the APS Chief of Staff, or his or her designee.

Any deficit occurring during or at the end of a fiscal year will be eliminated by an infusion of funds from the Charter School board or, if the Charter School has not eliminated the deficit by the end of the fiscal year, the Charter School must provide a plan for eliminating the deficit within the next fiscal year. No Atlanta Public Schools funds will be allocated to the Charter School for the next fiscal year until such plan has received Board of Education approval.

The Charter School is solely responsible for all debts it incurs and Atlanta Public Schools shall not be contractually bound on the charter school's account to any third party.

26. Budget: The Charter School shall operate according to the preliminary budget attached as Appendix L as such budget shall be amended from time to time.

27. The Annual Funding Amount: APS shall fund the Charter School in an amount calculated in accordance with the Charter Schools Act of 1998, as amended, O.C.G.A. § 20-2-2068.1, and all regulations promulgated by the Georgia Department of Education concerning same.

The initial estimated amount for each school year of this contract shall be established by no later than August 15 or as soon as feasible, unless delayed by the Georgia Department of Education. The base funding amount shall be determined in accordance with O.C.G.A. § 20-2-2068.1 and any other applicable laws.

28. Payment: APS shall pay the estimated Annual Funding Amount described above in ten (10) monthly installments during August through May of each school year, with adjustments. The payments will be adjusted when the district receives the midyear adjustment from the State of Georgia. A check will be prepared on the 20th of each month provided that APS receives the verified student enrollment information and an original invoice by the first business day of the month. Formats for enrollment information and invoicing procedures will be provided by August 15 of each year. All electronic enrollment and original invoices shall be submitted through the APS Chief of Staff, or his or her designee.

At the beginning of each contract year, APS will begin or continue to disburse monthly payments to the Charter School only if the Charter School has submitted to APS evidence of and had approved: 1) a valid lease; 2) occupancy permits; 3) health and safety approvals, as required in section 21 of this contract: at a minimum this includes city fire marshal inspection certification, a food service permit issued by county department of health, and GEMA certification; 4) all insurance as required in section 34 of this contract, and 5) a surety bond as required in section 25 of this contract.

The first invoice for payment can be submitted after the ninth day of school, and invoices for payments two through ten on the first day of each month for the students served the prior month.

29. Grants: APS will serve as the local education agency for the purposes of the Charter School applying and receiving Federal and State grants, such as Public Charter School Program grants, Title I funds, Statewide Reading Grants, and Governor's Grants. The Charter School will follow all APS requirements for the processing of these funds. APS will not serve as the fiscal agent for any other grants unless mutually agreed prior to Charter School applying and being awarded funds.

30. Tuition and Fees: The Charter School shall not charge tuition to any student. The Charter School may not charge fees for textbooks, instructional materials, student activities, or transportation; reasonable fees may be charged for before and after-

school programs and other extra-curricular activities. Tuition cannot be charged for remedial summer school.

31. Outside Funding: The Charter School may accept charitable donations on behalf of the Charter School. Such charitable donations shall not change the Annual Funding Amount. The Charter School will secure a line of credit upon full approval of the Charter to cover pre-opening costs. The Charter School will apply for an Implementation Grant from the Georgia Department of Education in the amount of \$400,000 upon full approval of the Charter. The Charter School will apply for a private Start Up Grant from the Georgia Charter Schools Association in the amount of \$180,000 upon full approval of the Charter.

32. Maintenance of Corporate Status and Good Standing: The Charter School shall at all times maintain itself as a Georgia not-for-profit corporation capable of exercising the functions of the Charter School under the laws of the State of Georgia, shall remain in good standing under the laws of the State of Georgia, and shall timely make all required filings with the Georgia Secretary of State.

The Charter School's Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit, its Bylaws and amendments or modifications thereto are attached hereto in Appendix M.

In the event the Charter School becomes or seeks to become recognized as an organization exempt from Federal income taxation under 501 (c) (3) of the Internal Revenue Code, the Charter School shall further provide the Board with copies of all applications and filings related to its seeking or maintaining 501 (c) (3) status. A list of current board members of the nonprofit corporation and the name of the charter board chair are attached here to as Appendix N.

33. Compliance with Laws and Regulations: The Charter School shall comply with all federal, state and local rules, regulations and statutes relating to civil rights (including, but not limited to, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and the Age Discrimination in Employment Act); insurance; the protection of the physical health and safety of school students, employees, and visitors; conflicting interest transactions and the prevention of unlawful conduct. The Charter School shall also be subject to the following laws:

- a. The Charter School Act of 1998, O.C.G.A. 20-2-2061 et seq.
- b. All laws relating to unlawful conduct in or near a public school;
- c. The provisions of Part 3 of Article 2 of Chapter 14 of Title 20;
- d. The Georgia Open and Public Meetings Law, Chapter 14 of Title 50 and the Georgia law regarding the inspection of public records, Article 4 of Chapter 18 of Title 50.
- e. The Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq. and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794;
- f. The Family Education Rights and Privacy Act (FERPA);
- g. Cooperate with the U.S. Justice Department by implementing any specific provisions of a federal court injunction regarding desegregation in the school district deemed applicable to the charter school by the U.S. Department of Justice.
- h. The Charter School shall comply with O.C.G.A. § 20-2-1050 as related to providing students an opportunity for quiet reflection on the anticipated activities of the day and shall not prevent student initiated voluntary school prayers which are nonsectarian and nonproselytizing in nature.

- i. All other APS policies unless specifically exempted herein or in Appendix O.

Waivers requested from Title 20 of the Official Code of Georgia, the State of Georgia and Atlanta Public Schools, are listed in Appendix O.

34. Insurance: The Charter School shall, at its own expense, purchase and maintain insurance covering all of its operations. Said insurance shall include but not be limited to workers compensation the limits of which shall be in compliance with state law, employers liability insurance to cover bodily injury by accident in the amount of \$100,000 for each accident, bodily injury by disease in the amount of \$100,000 for each employee, comprehensive general liability insurance in the following forms: (1) comprehensive form; (2) contractual insurance; (3) personal injury; (4) broad form property damage; (5) premise – operations; and (6) completed operations. This coverage shall be in the amount not less than \$1,000,000, combined single limit, and shall also cover the use of all equipment, hoists, and vehicles on the premises not covered by automobile liability. The policy coverage must be on an occurrence basis. Automobile liability insurance is required in the following amount: (1) comprehensive insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit; and (2) specific extensions of comprehensive form coverage and coverage for all owned, hired, leased and non-owned vehicles used in the operation of the Charter School.

Each and every agent shall warrant when signing the Certificate of Insurance that he or she is acting as an authorized representative on behalf of the companies affording insurance coverage under this Agreement and that he or she is licensed by the State of Georgia and is currently in good standing with the Commissioner of Insurance for the State of Georgia.

Any and all companies providing insurance required by this Agreement must meet the minimum financial security requirements as set forth herein. The rating for each company must be indicated on the Certificate of Insurance. Companies providing insurance under this Agreement must have a current Best's Rating not less than A and Best's Financial Size Category no less than Class VII.

Proof of all insurance required by this section must be provided for the APS Office of Risk Management review prior to the operation of the Charter School and shall be maintained during the entire length of this Agreement. The Board shall be covered as an additional insured under any and all insurance required by this Agreement. Confirmation of this shall appear on all Certificates of Insurance and any and all applicable policies. The Board shall be given no less than thirty (30) days written notice of cancellation and of any material change of coverage in any insurance required pursuant to this Agreement. The Board shall also be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any policy.

All insurance required under this agreement shall be in effect at the beginning of each contract year and continue through each fiscal/academic year of July 1 through June 30. All insurance information shall be submitted to the APS Chief of Staff, or his or her designee.

35. Indemnification: The Charter School shall indemnify and save and hold the Board, its partners, employees, officers, directors, subcontractors and agents (collectively referred to as "Board Indemnities") harmless against any and all claims, demands, suits, costs, judgment or other forms of liability to third parties, actual or claimed, including reasonable attorney fees, for injury 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 conduct committed by the Charter School, or by its employees, officers, directors, subcontractors or agents, during the term of this charter or any renewal thereof. Upon timely written notice from the Board, the Charter School shall defend the Board in any such action or proceedings brought thereon.

Any management contract entered into by the Charter School shall include an indemnification provision as follows: The management company shall indemnify and save and hold the Board Indemnities harmless against any and all claims, demands, suits, costs, judgment or other forms of liability to third parties, actual or claimed, including reasonable attorney fees, for injury 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 conduct committed by the management, or by its employees, officers, directors, subcontractors or agents, during the term of this charter or any renewal thereof. Upon timely written notice from the Board, the management company shall defend the Board Indemnities in any such action or proceedings brought thereon.

Each party shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with the indemnifying party in the defense of the claim or litigation.

Except as expressly provided herein or in connection with insurance coverage required to be provided in the Charter Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs. Except where there is an actual or potential conflict of interest, the Charter School and the Board shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them in connection with the charter. Notwithstanding any other provision of the Agreement, neither party shall settle or compromise any claim against the other without the express written permission of that party.

This indemnification shall not apply to the extent that any claim, lien, demand, suit or liability results from the sole negligence of wrongful act or omission of any Board Indemnity or from any act or omission of the Charter School required by law or this Agreement.

Nothing herein shall waive the right of APS Indemnities to assert any statutory or legal defense of sovereign immunity or official immunity.

This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement. Any indemnified party shall have the right, at its own expense, to participate in the defense of any lawsuit, without relieving the indemnifying party of its obligation hereunder.

36. Disclaimer of Liability: The parties expressly acknowledge that the Charter School is not acting as the agent of APS except as required by law or this Agreement and APS assumes no liability for any loss or injury resulting from (1) the acts and omissions of the Charter School, its directors, trustees, agents or employees; (2) the use and occupancy of the School Building, or any matter in connection with the condition of the School Building, or (3) any debt or contractual obligation incurred by the Charter School. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Board to any third party.

37. Authority: The Charter School is not an agent of and does not have the authority to bind APS except as specifically authorized in the Charter School Agreement.

38. Amendments: This Agreement may be amended upon the approval of APS, the state board, and a majority of the governing body of the Charter School and upon fulfilling any other obligation as set forth in O.C.G.A. 20-2-2067.1 (a).

Any and all amendments, modifications or other changes to the terms of this Agreement shall be made effective in writing, properly authorized by the governing boards of the Charter School and APS, and shall be conformed to by the appropriate representative of the parties prior to taking any effect.

39. Severability: In the event that any provision of this Agreement or the application hereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

40. Delegation: The parties agree and acknowledge that the functions and powers of the Board of Education with respect to this Agreement may be exercised by the Superintendent of the Atlanta Public Schools, provided that any ultimate decision regarding renewal, non-renewal or revocation of this Agreement or substantial modification of this Agreement may be made only by the Board of Education.

41. Governing Law: This Agreement shall be governed by, subject to and construed under the laws of the State of Georgia.

42. Termination: The Charter School's charter may be terminated for any of the reasons set forth in O.C.G.A. 20-2-2068, including:

- a. Failure to implement the improvement plan set forth in the charter;
- b. Failure to adhere to any other term of the charter;
- c. Failure to meet generally accepted standards of fiscal management;
- d. A violation of applicable federal, state, or local laws; or
- e. 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.

In the event a hearing for the revocation of a Charter is required, the hearing shall occur in compliance with Atlanta Board of Education Charter School Hearing Procedures. Pursuant to O.C.G.A. § 20-2-2068(3), in the event that the Atlanta Board of Education requests the Georgia State Board of Education to terminate the Charter referenced herein, APS shall not be further obligated to pay any additional local funds to the Charter School from the date of the Atlanta Board of Education's adoption of the termination request, notwithstanding any subsequent action by the Georgia State Board of Education.

In the event the Charter School ceases operation for any reason, the Charter School and its governing body will be responsible for winding up the business and affairs of the Charter School and will cooperate with Atlanta Public Schools 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 operations shall be remitted to the Atlanta Public Schools within 30 days of the day students no longer attend the Charter School. Any furniture and equipment purchased with Atlanta Public Schools funds shall be delivered to Atlanta Public Schools within 30 days of the day students no longer attend the Charter School.

Neither the Atlanta Public Schools nor the Georgia State Board of Education shall be responsible for the Charter School's unpaid debts if the Charter School does not have sufficient funds to pay all of its debts at the time it ceases operation.

43. Automatic Termination: In the event that the Charter School does not commence operation of this Charter by the enrollment of students and the provision of educational services as contemplated herein within one (1) calendar year from the date of this Charter Agreement, then such failure to commence operation shall be deemed an automatic waiver, termination and expiration of the Charter. The Charter School shall be deemed to have waived all rights to hearing and shall not oppose termination procedures in the event of its failure to commence operation. Nothing herein shall prevent the Charter School from re-petitioning for another charter at a later appropriate and timely date.

44. Reassignment: This Charter School Agreement and concurrent charter are binding on the parties identified herein. Neither this Charter School Agreement or the concurrent charter may be reassigned, subcontracted or otherwise conveyed to any entity other than those specifically identified herein without the express prior written consent of all other parties after an opportunity to determine the propriety for any such contemplated assignment.

45. Waiver: No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.

46. Time of the Essence: Time is of the essence of this Charter School Agreement. No prior act or omission to enforce any time limitation or period contemplated herein shall constitute waiver of the right to insist on strict compliance with all such limitation(s) in the future.

47. Notices: Any notice, demand or request from one party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if, and as of the date, it is delivered by hand, overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid, to the parties at the following addresses:

If to the Charter School:

Board Chair
Southeast Atlanta Charter Middle School, Inc.
688 Grant Street, SE
Atlanta, Georgia 30315

If to the Board: Board Chair
Atlanta Board of Education
130 Trinity Avenue, SW
2nd floor
Atlanta, Georgia 30303

With copy to: Superintendent
Atlanta Public Schools
130 Trinity Avenue, SW
8th Floor
Atlanta, Georgia 30303

And General Counsel
Atlanta Public Schools
130 Trinity Avenue, SW
8th Floor, Legal Department
Atlanta, Georgia 30303

Agreed to and accepted this _____ day of _____, 2005.

By: Charter School

By: Atlanta Public Schools

John Newcomb
Board Chair
Southeast Atlanta Charter Middle School, Inc.

Dr. Beverly L. Hall
Superintendent
Atlanta Public Schools

By: State Board of Education

Name

Title