

CHARTER FOR CITY SCHOOLS OF DECATUR

WHEREAS, CITY SCHOOLS OF DECATUR (hereinafter "Petitioner"), located in Dekalb County, Georgia, has petitioned the State Board of Education (hereinafter "State Board") for status as a charter system, such petition and appendices being incorporated herein by express reference.

WHEREAS, such completed petition has been approved by the City Schools of Decatur Board of Education (hereinafter "Local Board").

WHEREAS, the State Board has determined that the petition is in the public interest and hereby meets all requirements set forth in O.C.G.A. §20-2-2060 *et seq.*, as amended, and all rules, regulations, policies and procedures promulgated in accordance with O.C.G.A. § 20-2-2063.

WHEREAS, pursuant to O.C.G.A. §20-2-2064.1, the State Board grants this Charter ("Charter") to Petitioner for a FIVE-YEAR period beginning JULY 1, 2008, to expire on JUNE 30, 2013, to permit Petitioner to operate in accordance with the terms of this Charter.

NOW THEREFORE, the parties hereto, in consideration of the promises, mutual agreements, covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby agreed upon by the parties, the parties hereto enter into this agreement ("Agreement"):

1. Petitioner and State Board agree that all duties and operation of CITY SCHOOLS OF DECATUR charter system will be performed pursuant to all terms and conditions detailed in the charter petition and appendices and incorporated herein.
2. Petitioner will operate the charter system in accordance with the United States Constitution, the Constitution of the State of Georgia and federal and state law, except for any waivers granted by this Charter. Petitioner will 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. Petitioner assures that it will operate with full public disclosure about student performance and in accordance with state and federal confidentiality laws. Petitioner will operate the charter system in accordance with all applicable State Board of Education Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to the Petitioner's applicable waivers, if any, of Title 20 of the Georgia Code.
3. Petitioner assures that the charter system and each school within the system shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia. Petitioner assures that each system charter school within the charter system is not home based.
4. Petitioner assures that the charter system shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, or the need for special educational services.

5. Modification and termination of the Charter shall be in accordance with O.C.G.A. § 20-2-2060 *et seq.*, as amended within the term of the Charter, in addition to State Board of Education Rule 160-4-9-.04 and any and all other applicable State Board of Education Rules in existence or enacted within the term of the Charter.
6. This Charter and any amendments to it and renewals of it are subject to applicable state and federal laws and shall be deemed amended to reflect applicable changes to those laws.
7. This Charter shall not preclude the charter system from entering into any agreement with the State Board provided no such agreement supersedes or overrides any provision of this Charter and further provided that the petition is expressly made part of this Charter to the extent such petition does not conflict with this Charter or any other duly executed agreement reached between the State Board and the charter system.
8. The charter system shall be subject to all laws relating to unlawful conduct in or near a public school. The charter system is subject to all accountability and assessment requirements within Title 20 of the Official Code of Georgia Annotated and any corresponding State Board of Education Rules.
9. The charter system shall be subject to an annual financial audit in the manner specified in the Charter.
10. The charter system is subject to compliance with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*
11. Subject to state and federal laws, the State Board of Education, its 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 system.
12. The charter system shall not charge tuition or fees to its students except as may be authorized pursuant to O.C.G.A. § 20-2-133.
13. The charter system shall recognize a brief period of quiet reflection in accordance with O.C.G.A. § 20-2-1050.
14. The parties hereto expressly acknowledge and agree that the charter system is not acting as the agent of the State Board, except as required by law or this Agreement, and the State Board does not assume any liability for any loss or injury resulting from (1) the acts and omissions of the charter system, its directors, trustees, agents, or employees or (2) any debt or contractual obligation incurred by the charter system. The charter system acknowledges that it is without authority to, and will not, extend the faith and credit of the State Board to any third party.
15. This Agreement may be amended in writing upon the approval of the State Board and a majority of the Board of the charter system. The State Board reserves the

right to reject any proposed changes to this Agreement once the petition and Charter have been executed.

16. The parties agree and acknowledge that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the State Board and the policymaking body of the charter system.
17. The parties hereto acknowledge and agree that the charter system's Charter may be terminated for any of the reasons set forth in O.C.G.A. § 20-2-2068, as amended within the term of this Agreement, and in any applicable State Board Rule.
18. No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.
19. If any provision of the Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in effect.
20. 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.*, as amended within the term.
21. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, on the seventh day following such mailing or by national courier service on the third business day following such mailing, or if sent by telecopier on the day telecopied, or if not a business day, the next succeeding business day, provided that the telecopy is promptly confirmed by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

If to State Board of Education:
CHAIRPERSON, GEORGIA BOARD OF EDUCATION
2052 TWIN TOWERS EAST
205 JESSE HILL JR. DRIVE SE
ATLANTA, GEORGIA 30334

If to Petitioner:
BOARD CHAIR,
CITY SCHOOLS OF DECATUR CHARTER SYSTEM
758 SCOTT BOULEVARD
DECATUR, GEORGIA 30030

This Agreement is entered into this _____ day of _____, in the year _____.

Chairperson, STATE BOARD OF EDUCATION

(Date)

Authorized Representative,
CITY SCHOOLS OF DECATUR CHARTER SYSTEM

(Date)