CHARTER FOR CHESNUT CHARTER ELEMENTARY SCHOOL

This Charter for Chesnut Charter Elementary School ("Charter") is entered into by and between Chesnut Charter Elementary School ("Petitioner"), located in DeKalb County, Georgia, the DeKalb 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 renew a conversion 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 Chesnut Charter Elementary School ("the Charter School") in accordance with the terms and conditions of this Charter.

NOW THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Charter Term. The State Board grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2009, and expiring on June 30, 2014.

2. Age and Grade Range. The Charter School shall enroll students who range in age from 4 through 11 and shall serve students in grades Pre-K through 5.

3. Mission Statement. The Charter School is committed to educating the whole child – developing young people who are enthusiastic, knowledgeable, well rounded, physically active and thoughtful. The Charter School students will become honorable and contributing citizens internally motivated to achieve their highest potential.

4. Essential Innovative Features. The Charter School will emphasize reading and writing by utilizing the Riggs' Writing and Spelling Road to Reading and Thinking, Accelerated Reader, Writer's Workshop and Writing across the Curriculum. The Charter School will utilize a Creative Enrichment Learning Lab to integrate fine arts, technology, creative thinking, problem solving and communication skills, and to provide hands-on experiences in math, science, literature and art. The Charter School will offer instrumental music instruction beginning in grade 3.

5. Specific Waivers. In exchange for the Charter School's agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 6 below, the State Board shall grant flexibility to the Charter School in the form of specific waivers.

a. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to have flexibility from the following specific laws, rules, regulations, policies and/or procedures established by the Local Board, State Board or the Georgia Department of Education ("Department"):

i. Comprehensive Health and Physical Education Program Plan – State Board Rule 160-4-2-.12

ii. Early Intervention Program – State Board Rule 160-4-2-.17 and associated guidelines

iii. Program for English Language Learners – State Board Rule 160-4-5-.02

iv. Local School Councils – O.C.G.A. § 20-2-85

v. Instructional Materials – DeKalb County Policy – ICFA, IFA-R (2) and IDA-R (1)

b. Notwithstanding these specific waivers, the Charter School shall comply with the terms of this Charter, the provisions of the Charter Schools Act, including those specific provisions set forth in Section 14 below, and any rules, regulations, policies, or procedures established by the State Board consistent with the Charter Schools Act.

6. Performance-based Goals and Measurable Objectives. In exchange for the flexibility granted in Section 5 above, the Charter School agrees to meet or exceed the following performance-based goals and measurable objectives that are designed to result in improvement of student achievement:

a. Goal 1: The Charter School students will become more proficient in and demonstrate continuous improvement of their math skills.

i. Objective 1: Of the students (those who have been enrolled for a full academic year) who scored Level One (Not Meeting Expectations) on the previous year's Math CRCT, 30 percent will score Level 2 or Level 3 (Meeting or Exceeding Expectations) on the Math CRCT the following year.

ii. Objective 2: Of the students (those who have been enrolled for a full academic year) who scored Level Two (Meeting Expectations) on the previous year's Math CRCT, 20 percent will score Level 3 (Exceeding Expectations) on the Math CRCT the following year.

iii. Objective 3: One hundred percent of students (those who have been enrolled for a full academic year) who scored Level Three (Exceeding Expectations) on the previous year's Math CRCT will maintain their Level 3 status on the CRCT the following year.

iv. Objective 4: At the end of this charter term, 96% (or the AYP requirement, whichever is higher) of students who have been enrolled at the Charter School for three years or more will meet or exceed expectations on the Math CRCT.

v. Objective 5: At the end of this charter term, the Charter School students will continue to outperform their cohorts in both DeKalb County and Georgia in the area of math as measured by the percentage of students who meet and exceed expectations on that portion of the CRCT.

b. Goal 2: The Charter School students will become more proficient in and demonstrate continuous improvement of their reading skills.

i. Objective 1: Of the students (those who have been enrolled for a full academic year) who scored Level One (Not Meeting Expectations) on the previous year's Reading CRCT, 40 percent will score Level 2 or Level 3 (Meeting or Exceeding Expectations) on the Reading CRCT the following year.

ii. Objective 2: Of the students (those who have been enrolled for a full academic year) who scored Level Two (Meeting Expectations) on the previous year's Reading CRCT, 20 percent will score Level 3 (Exceeding Expectations) on the Reading CRCT the following year.

iii. Objective 3: One hundred percent of students (those who have been enrolled for a full academic year) who scored Level Three (Exceeding Expectations) on the previous year's Reading CRCT will maintain their Level 3 status on the CRCT the following year.

iv. Objective 4: At the end of this charter term, 96% (or the AYP requirement, whichever is higher) of students who have been enrolled at the Charter School for three years or more will meet or exceed expectations on the Reading CRCT.

v. Objective 5: At the end of this charter term, the Charter School students will continue to outperform their cohorts in both DeKalb County and Georgia in the area of Reading as measured by the percentage of students who meet and exceed expectations on that portion of the CRCT.

c. Goal 3: The Charter School students will become more proficient in and demonstrate continuous improvement of their language arts skills and will become clear and effective writers of the English language.

i. Objective 1: Of the students (those who have been enrolled for a full academic year) who scored Level One (Not Meeting Expectations) on

the previous year's Language Arts CRCT, 30 percent will score Level 2 or Level 3 (Meeting or Exceeding Expectations) on the Language Arts CRCT the following year.

ii. Objective 2: Of the students (those who have been enrolled for a full academic year) who scored Level Two (Meeting Expectations) on the previous year's Language Arts CRCT, 20 percent will score Level 3 (Exceeding Expectations) on the Language Arts CRCT the following year.

iii. Objective 3: One hundred percent of students (those who have been enrolled for a full academic year) who scored Level Three (Exceeding Expectations) on the previous year's Language Arts CRCT will maintain their Level 3 status on the CRCT the following year.

iv. Objective 4: At the end of this charter term, 94% (or the AYP requirement, whichever is higher) of students who have been enrolled at the Charter School for three years or more will meet or exceed expectations on the English/Language Arts CRCT.

v. Objective 5: At least 90 percent of 5th graders (limited to those students who have been enrolled at the Charter School since 3rd grade) will score Meets or Exceeds Standards on the 5th grade Writing Assessment.

vi. Objective 6: At the end of this charter term, the Charter School students will continue to outperform their cohorts in both DeKalb County and Georgia in the area of Language Arts as measured by the percentage of students who meet and exceed expectations on that portion of the CRCT.

d. Goal 4: The Charter School students will demonstrate mastery and show continuous improvement in the area of science.

i. Objective 1: Of the students (those who have been enrolled for a full academic year) who scored Level One (Not Meeting Expectations) on the previous year's Science CRCT, 25 percent will score Level 2 or Level 3 (Meeting or Exceeding Expectations) on the Science CRCT the following year.

ii. Objective 2: Of the students (those who have been enrolled for a full academic year) who scored Level Two (Meeting Expectations) on the previous year's Science CRCT, 18 percent will score Level 3 (Exceeding Expectations) on the Science CRCT the following year.

iii. Objective 3: At the end of this charter term, 90% (or the AYP requirement, whichever is higher) of students who have been enrolled

at the Charter School for three years or more will meet or exceed expectations on the Science CRCT.

iv. Objective 4: At the end of this charter term, the Charter School students will continue to outperform their cohorts in both DeKalb County and Georgia in the area of science as measured by the percentage of students who meet and exceed expectations on that portion of the CRCT.

e. Goal 5: The Charter School students will demonstrate mastery and show continuous improvement in the area of social studies.

i. Objective 1: Of the students (those who have been enrolled for a full academic year) who scored Level One (Not Meeting Expectations) on the previous year's Social Studies CRCT, 30 percent will score Level 2 or Level 3 (Meeting or Exceeding Expectations) on the Social Studies CRCT the following year.

ii. Objective 2: Of the students (those who have been enrolled for a full academic year) who scored Level Two (Meeting Expectations) on the previous year's Social Studies CRCT, 20 percent will score Level 3 (Exceeding Expectations) on the Social Studies CRCT the following year.

iii. Objective 3: At the end of this charter term, the Charter School students will continue to outperform their cohorts in both DeKalb County and Georgia in the area of social studies as measured by the percentage of students who meet and exceed expectations on that portion of the CRCT.

7. Assessment and Accountability. Notwithstanding Sections 5 and 6 above, the Charter School is subject to all accountability and assessment requirements set forth within Title 20 of the Official Code of Georgia Annotated and any corresponding State Board Rules, including but not limited to the accountability provisions of O.C.G.A. § 20-14-30 through § 20-14-41. The Charter School further is subject to all federal accountability requirements under No Child Left Behind.

8. Annual Report. The Charter School shall submit an annual report by October 1 of each year following the first year of operation that complies with all requirements set forth in O.C.G.A. § 20-2-2067.1(c), including but not limited to an indication of the Charter School's progress towards the goals and objectives stated in Section 6 above and all state-mandated assessment and accountability scores from the previous year.

9. Open Enrollment and Admissions. The Charter School shall comply with the open enrollment and admissions provisions set forth in O.C.G.A. § 20-2-2066. Enrollment shall be open to any student in accordance with the following criteria:

a. Attendance Zone. Enrollment shall be open to any student who resides within the designated Chesnut Charter School attendance zone as defined by the DeKalb County School System.

b. Application. To be eligible for enrollment at the Charter School, students residing in the attendance zone must submit a timely application to the Charter School in accordance with the deadline set by the Charter School. The Charter School may not use admissions criteria or applications that would not otherwise be used at a traditional public school, including requests for letters of recommendation, essays, resumes, or information regarding a student's school or community activities, grades, test scores, attendance record, or disciplinary history. The Charter School may use applications for the purpose of verifying the student's residence within the school's attendance zone. The Charter School may gather relevant information from students after enrollment is determined.

c. Random Lottery. If the number of timely applicants who reside in the attendance zone does not exceed the capacity of the Charter School, the Charter School shall allow students from outside the attendance zone an equal opportunity to enroll through the use of a random lottery process.

d. Statutory Enrollment Priorities. In accordance with O.C.G.A. § 20-2-2066(a)(1)(B), the Charter School elects to give enrollment preferences in the following order of priority:

i. A sibling of a student enrolled in the Charter School; and

ii. Students who 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.

10. Withdrawal without Penalty. The Charter School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. The Local Board and the Charter School agree that a student may withdraw without penalty from the Charter School at any time and enroll in another public school in the DeKalb County School System or in a public school in the system in which the student resides, pursuant to the rules and regulations of that school system.

11. 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.

b. English Language Learners. The Charter School shall comply with all applicable state and federal laws and regulations relating to the provision of educational services to English Language Learners.

c. Supplemental Education. The Charter School shall provide supplemental education services in required cases pursuant to State Board of Education Rule 160-4-5-.03 and No Child Left Behind.

d. Remediation. The Charter School shall provide remediation in required cases pursuant to State Board of Education Rule 160-4-5-.01 and No Child Left Behind.

12. Governance Structure.

a. Governing Board. The Charter School shall utilize a governing body in the form of a Governing Board, which shall operate in accordance with its bylaws. The Governing Board shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law.

b. Control and Management by Local Board. The Governing Board shall be subject to the control and management of the Local Board.

c. Function. It shall be the function of the Governing Board to uphold the Charter School's mission and vision, to set policy for the Charter School, to ensure effective organizational planning, and to ensure financial stability of the Charter School.

d. Public Meetings. The Governing Board is subject to and shall comply with the Open and Public Meetings Act, O.C.G.A. § 50-14-1 *et seq.* The Governing Board shall conduct regular meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the Charter School.

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

f. Conflicts of Interest. The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest. Members of the Governing Board and Charter School employees shall abide by such conflicts of interest policy.

g. 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.

13. Fiscal Control.

a. Annual Audit. The Charter School shall be subject to an independent annual financial audit conducted by the state auditor.

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

c. Charter School Program Grant Funds 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.

d. Insurance. Prior to opening, the Charter School shall secure adequate insurance coverage, and the Charter School shall maintain such coverage throughout the Charter term in accordance with the laws of the State of Georgia.

14. Compliance with Other Laws, Rules, and Regulations. The Charter School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia and all applicable federal, state and local laws that may not be waived pursuant to O.C.G.A. § 20-2-2065, including the following, which are listed by way of example and not by way of limitation.

a. Civil Rights, Insurance, Health and Safety and Conflicting Interests. The Charter School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions and the prevention of unlawful conduct.

b. Unlawful Conduct. The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.

c. Student Conduct and Discipline. The Charter School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.

d. State Board Rules. The Charter School shall operate in accordance with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 5 above.

e. Prohibition on Discrimination. The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, the need for special educational services or any other characteristic protected by local, state or federal law.

f. Reporting Requirements. The Charter School shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320 and 20-2-740.

g. Tuition. The Charter School shall not charge tuition or fees to its students except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.

h. Brief Period of Quiet Reflection. The Charter School shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.

i. Family Educational Rights and Privacy Act. The Charter School is subject to all provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. In the event the Charter School closes, it shall transmit all official student records in the manner prescribed by the State Board.

15. Employment Matters. The DeKalb County School System shall be the employer of all employees of the Charter School. Employees of the Charter School shall not be considered employees of the State Board or the Department.

    a. Background Checks. The Charter School shall adopt background check procedures and shall ensure that all prospective staff members undergo a fingerprinting and background check prior to beginning employment at the Charter School.

    b. Teachers' Retirement System. All teachers at the Charter School shall be members of the Georgia Teachers' Retirement System (TRS) and subject to its requirements. The Charter School is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements.

16. Record Inspection. Subject to state and federal laws, the Local Board, the State Board, 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 School.

17. Facilities. Prior to opening of Charter School and prior to students occupying any proposed facility, the Charter School shall obtain and submit the following documents to the Local Board:

    a. Certificate of Occupancy. The Charter School shall obtain a Certificate of Occupancy for the facility in which the Charter School shall be located.

    b. 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.

18. Transportation. Students who reside in the designated attendance zone will be eligible for transportation services in accordance with the DeKalb County School System rules and regulations. The Charter School shall comply with all applicable laws governing transportation of students.

19. Food Services. The Charter School participates in the federal school meal program through the DeKalb County School System. The Charter School will serve breakfast and lunch daily. The Charter School shall comply with all applicable laws governing food service for students.

20. Agreements with Local Board. This Charter shall not preclude the Charter School from entering into an agreement with the Local Board; provided no such agreement supersedes, overrides or conflicts with any provision of this Charter.

21. Termination of Charter.

    a. Termination Procedures. The parties acknowledge and agree that this Charter may be terminated following the procedures set forth in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.

    b. Requests for Termination. The termination of this Charter may be requested by a majority of the parents or guardians of the students enrolled in the Charter School, a majority of the faculty and instructional staff employed at the Charter School, the Local Board, or the State Board following the procedures identified in Section 21(a).

    c. Termination Grounds. In accordance with Sections 21(a) and (b), the State Board may terminate this Charter based on any of the following grounds:

        i. 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;

        ii. The Charter School's failure to adhere to any material term of this Charter, including but not limited to the performance goals set forth in Section 6 above;

        iii. The Charter School's failure to meet generally accepted standards of fiscal management;

        iv. The Charter School's violation of applicable federal, state, or local laws, or court orders;

        v. 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;

        vi. The Charter School's failure to comply with any provision of O.C.G.A. § 20-2-2065;

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

viii. Other sufficient grounds the State Board finds appropriate to terminate the Charter as a result of evidence presented at the hearing on a request for termination brought by a majority of the parents or guardians of students enrolled at the Charter School or by a majority of the faculty and instructional staff employed at the Charter School.

d. Distribution of Funds and Assets. In the event the Charter School ceases operation for any reason, the Charter School and its Governing Board will be responsible for concluding the business and affairs of the Charter School and will cooperate with the Local Board and State Board to the extent necessary to provide an orderly return of the students to their local school. Any public surplus remaining at the time the Charter School ceases operation shall be remitted to the Local Board 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.

22. Suspension.

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

b. Emergency Suspension. In the event of an emergency, the State Board, through a regular or special-called meeting, may suspend the operations of the Charter School until a termination hearing can be conducted, as set forth in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.

23. Renewal, Non-Renewal and Probationary Status.

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 21(c) above also may be grounds for non-renewal. In addition, the State Board may elect not to renew the Charter if the petition for renewal does not comply with the Charter Schools Act and the rules, regulations, policies and procedures promulgated in accordance with the Charter Schools Act or if the State Board deems that the Charter School has not sufficiently increased student achievement or is no longer in the public interest.

c. Probationary Term. In the event the State Board determines that the Charter School has failed to comply with any provision of this Charter, the State Board may elect to grant a renewal for a probationary term, within which term the Charter School must come into compliance satisfactory to the Department.

24. Amendments to Charter. Any material term of this Charter, to be determined by 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 O.C.G.A. § 20-2-2067.1 and the accompanying State Board Rule.

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

26. Indemnification. The Charter School shall defend, indemnify and hold harmless the Local Board, the State Board, the Department, their employees, officers, directors, subcontractors, and agents against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including reasonable attorney fees, and related expenses, on account of injury, damage or loss to property or persons (including but not limited to violations of civil rights), occurring or allegedly occurring in connection with the operation of the Charter School, from acts or omissions of the Charter School, its employees, officers, directors, subcontractors, or agents, or from any debt or contractual obligation incurred by the Charter School.

27. Non-Agency. The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the Local Board or the State Board, except as required by law or this Charter. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Local Board or State Board to any third party.

28. Delegation. The parties agree and acknowledge that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the Local Board, the State Board, and the Governing Board of the Charter School.

29. Application of Amended Law. This Charter is subject to applicable state and federal laws and shall be deemed amended to reflect applicable changes to those laws upon the effective date of any such change.

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

31. Severability. If any provision of the Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in full force and effect.

32. Governing Law and Venue. This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. This Charter shall be interpreted in accordance with O.C.G.A. § 20-2-2060 *et seq.*, 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.

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

Wanda T. Barnes
Chairperson, STATE BOARD OF EDUCATION (Date)

Chairperson, DEKALB COUNTY BOARD OF EDUCATION 6/30/09 (Date)

Richard W. Reed
Authorized Representative, 7/1/09 (Date)
CHESNUT CHARTER ELEMENTARY SCHOOL