CHARTER FOR WYNNTON ARTS ACADEMY

WHEREAS, WYNNTON ARTS ACADEMY, located in Muscogee County, Georgia (hereinafter "Petitioner") has petitioned the State Board of Education (hereinafter "State Board") for status as a charter school, such petition and appendices being incorporated herein by express reference.

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

WHEREAS, the charter school shall be subject to the control and management of the Local Board as provided in O.C.G.A. §20-2-2065(2), as amended, and the Constitution of the State of Georgia.

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 TEN-YEAR period beginning JULY 1, 2008, to expire on JUNE 30, 2018, 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, Local Board, and State Board agree that all duties and operation of WYNNTON ARTS ACADEMY 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 school 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 laws and regulations 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 school in accordance with all State Board of Education Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein.

3. 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 assures that the charter school is not home based.

4. Petitioner assures that the charter school 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. The Local Board and Petitioner agree that a student may withdraw without penalty from the charter school at any time and enroll in another public school in the Muscogee 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. The charter school shall comply with the provisions of O.C.G.A. § 20-2-2066 for admitting, enrolling, and withdrawing students.

6. 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.

7. 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.

8. This Charter shall not preclude the charter school from entering into any agreement with the local board of education 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 local board of education and the charter school.

9. The charter school shall be subject to all laws relating to unlawful conduct in or near a public school. The charter school 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.

10. The charter school shall be subject to all reporting requirements of O.C.G.A. § 20-2-320.

11. The charter school shall be subject to an independent annual financial audit in the manner specified in the Charter.

12. The charter school is subject to compliance with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*

13. Subject to state and federal laws, the Local Board, 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 school.

14. 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 of Education.

15. The charter school shall not charge tuition or fees to its students except as may be authorized by the Local Board pursuant to O.C.G.A. § 20-2-133.

16. The charter school shall recognize a brief period of quiet reflection in accordance with O.C.G.A. § 20-2-1050.

17. The charter school shall indemnify and save and hold the Local Board and the State Board, their partners, employees, officers, directors, subcontractors, and agents (collectively referred to as "Board Indemnitees") 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 Local Board and/or State Board, the charter school shall defend the Local Board and/or State Board 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 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, the Local Board, and/or the State 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 this 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 or wrongful act or omission of any Board Indemnitees or from any act or omission of the charter school required by law or this Agreement. Nothing herein shall waive the right of Board Indemnitees or charter school employees and board members 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.

18. The parties hereto 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 Agreement, and neither the Local Board nor State Board assumes any liability for any loss or injury resulting from (1) the acts and omissions of the charter school, its directors, trustees, agents, or employees or (2) 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 Local Board or State Board to any third party.

19. This Agreement may be amended in writing upon the approval of the Local Board, the State Board, and a majority of the policymaking body of the charter school. The State Board reserves the right to reject any proposed changes to this Agreement once the petition and Charter have been executed.

20. 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 policymaking body of the charter school.

21. The parties hereto acknowledge and agree that the charter school'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. In the event the charter school ceases operation for any reason, the charter school and its policymaking body 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. No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.

23. 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.

24. 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.

25. 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 Local Board:
CHAIRPERSON, MUSCOGEE COUNTY BOARD OF EDUCATION
1200 BRADLEY DRIVE
COLUMBUS, GA 31906

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:
GOVERNING BOARD CHAIR,
WYNNTON ARTS ACADEMY
2303 WYNNTON ROAD
COLUMBUS, GEORGIA 31906

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

Wanda T. Bass — 7/8/08
Chairperson, STATE BOARD OF EDUCATION (Date)

[signature] — 6/23/2008
Chairperson, MUSCOGEE COUNTY BOARD OF EDUCATION (Date)

Nancy C. Johnson — June 18, 2008
Authorized Representative, WYNNTON ARTS ACADEMY (Date)