

# Appendix A

Pursuant to O.C.G.A. § 50-36-1(e)(2), please complete the following Affidavit. A list of secure and verifiable documents can be found on our website. Please be sure to include the secure and verifiable document with this signed affidavit.

## O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) State-Funded Charter School Facility Grant [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from the Georgia State Board of Education [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

## **Appendix B**

### **Agreement for Reversion of Unencumbered Funds and All Equipment and Property for State Charter Schools or Locally Approved Charter Schools**

Please note that a different agreements are required for locally-approved charter schools and for state charter schools.

The appropriate agreement on the following pages must be signed by the parties indicated at the bottom of the agreement.

For locally-approved charter schools, the agreement must be signed by the charter school governing board chair and the chair of the local board of education or the Superintendent.

For state charter schools, the agreement must be signed by the charter school governing board chair.

**The appropriate agreement must be fully signed and submitted with this application in order for your application to be considered for funding.**

*Note: The State Board of Education (SBOE) meeting date and the grant award amount will be completed by Georgia Department of Education staff upon award approval by the SBOE. A copy of the completed agreement will be returned with the award letter.*

**AGREEMENT FOR REVERSION OF UNENCUMBERED FUNDS  
AND ALL EQUIPMENT AND PROPERTY FOR**

***STATE CHARTER SCHOOLS***

This is an Agreement entered into as of the date of final signature by and between  
*(Name of School)* \_\_\_\_\_  
located at *(Address of School)* \_\_\_\_\_  
and State Charter Schools Commission located at Suite 1470B, 205 Jesse Hill, Jr. Drive,  
Atlanta, Georgia, 30334, (hereinafter "the parties").

WHEREAS, \_\_\_\_\_ *(School Name)* (hereinafter "Charter  
School") has been awarded a charter by vote of the State Charter Schools Commission  
(hereinafter "SCSC").

WHEREAS, the Charter School has applied for a facilities grant made available  
by the Georgia State Board of Education (hereinafter "SBOE") pursuant to O.C.G.A. §  
20-2-2068.2.

WHEREAS, the Charter School shall be subject to the review and monitoring of  
the SCSC as provided in O.C.G.A. § 20-2-2083, as amended, and the Constitution of the  
State of Georgia.

WHEREAS, on \_\_\_\_\_ *(Board Meeting Date)* the SBOE voted to award the Charter  
School a one-time facilities grant in the amount of \$ \_\_\_\_\_, pursuant  
*(Grant Award Amount)*  
to O.C.G.A. § 20-2-2068.2 and all rules, regulations, policies and procedures  
promulgated in accordance with statute. If awarded, this grant award shall be used for  
allowable purposes as outlined in the approved facilities grant application.

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 agreed upon by the parties, the parties hereto enter into this agreement  
("Agreement"):

1. Pursuant to O.C.G.A. 20-2-2068.2(f)(3), in the event the Charter School  
terminates operations, whether during the charter term or at the end of the  
charter term and with or without the consent of the Charter School, all  
assets, unencumbered funds, fixtures, real property, equipment and  
property purchased with the facilities funding specified herein shall revert  
to the ownership of the SCSC.
2. 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, and in any applicable State Board or Commission Rule. 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. Any facilities funding from the facilities grant described above in this Agreement remaining at the time the Charter School ceases operation shall be remitted to the SCSC within 30 days of ceasing operations. Any furniture and equipment purchased with facilities funding from the grant described above in this Agreement shall be delivered to the SCSC within 30 days of ceasing operations. The Governing Board of the Charter School 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. All real property, fixtures, property, assets, unencumbered funds, and equipment shall be subject to O.C.G.A. 20-2-2068.2(g) stating the reversion of said property is subject to the complete satisfaction of all lawful liens and encumbrances.

3. The parties hereto expressly acknowledge and agree that the Charter School is not acting as the agent of the SBOE or SCSC, nor is the SCSC or SCSC assuming any liability for any loss or injury resulting from (1) the acts and omissions of the Charter School, its directors, trustees, agents or employees at any point during its operation or in the event the Charter School's charter is terminated or (2) any debt or contractual obligation incurred by the Charter School, its directors, trustees, agents or employees at any point during its operation or in the event the Charter School's charter is terminated. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the SBOE or SCSC to any third party, their directors, trustees, agents or employees.
4. 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 and/or assigned to a third party, their directors, trustees, agents, or employees without written agreement by the SCSC, and the Governing Board of the Charter School.
5. All terms used herein shall have the same meaning as set forth in the Charter Schools Act of 1998, § 20-2-2060 *et. seq.*
6. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect.
7. Any modifications or amendments to this Agreement must be in a writing agreed to and signed by both parties' authorized representatives.

8. The parties acknowledge that this writing sets forth the entire agreement between the Charter School and the SCSC with respect to the subject matter hereof and supersedes any prior written or oral agreements or understandings of the parties.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

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

\_\_\_\_\_  
Chair of the State Charter Schools Commission

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Chair of the Governing Board of the Charter School

\_\_\_\_\_  
(Date)

**AGREEMENT FOR REVERSION OF UNENCUMBERED FUNDS AND ALL  
EQUIPMENT AND PROPERTY FOR**

***LOCALLY APPROVED CHARTER SCHOOLS***

This is an Agreement entered into as of the date of final signature by and between  
(Name of School) \_\_\_\_\_,  
located at (Address of School) \_\_\_\_\_ and  
(Local Board of Education) \_\_\_\_\_ located at  
(Local Board of Education Address) \_\_\_\_\_,  
\_\_\_\_\_, (hereinafter "the parties").

WHEREAS, \_\_\_\_\_ (hereinafter  
(School Name)  
"Charter School") has been awarded a charter by vote of the Georgia State Board of  
Education (hereinafter "SBOE") and \_\_\_\_\_,  
(hereinafter "the Local Board"). (Local Board Name)

WHEREAS, the Charter School has applied for a facilities grant made available  
by the SBOE pursuant to O.C.G.A. § 20-2-2068.2.

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(b)(2), as amended, and the  
Constitution of the State of Georgia.

WHEREAS, on \_\_\_\_\_ the SBOE voted to award the Charter  
(Board Meeting Date)  
School a one-time facilities grant in the amount of \$ \_\_\_\_\_, pursuant to  
(Grant Award Amount)  
O.C.G.A. § 20-2-2068.2 and all rules, regulations, policies and procedures promulgated  
in accordance with statute. If awarded, this grant award shall be used for allowable  
purposes as outlined in the approved facilities grant application.

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 agreed upon by the parties, the parties hereto enter into this agreement  
("Agreement"):

1. Pursuant to O.C.G.A. 20-2-2068.2(f)(1), in the event the Charter School  
terminates operations, whether during the charter term or at the end of the  
charter term and with or without the consent of the Charter School, all  
assets, unencumbered funds, fixtures, real property, equipment and  
property purchased with the facilities funding specified herein shall revert  
to the ownership of the Local Board.

2. 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, and in any applicable State Board Rule. 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. Any facilities funding from the facilities grant described above in this Agreement remaining at the time the Charter School ceases operation shall be remitted to the Local Board within 30 days of ceasing operations. Any furniture and equipment purchased with facilities funding from the grant described above in this Agreement shall be delivered to the Local Board within 30 days of ceasing operations. The Governing Board of the Charter School 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. All real property, fixtures, property, assets, unencumbered funds, and equipment shall be subject to O.C.G.A. 20-2-2068.2(g) stating the reversion of said property is subject to the complete satisfaction of all lawful liens and encumbrances.
3. The parties hereto expressly acknowledge and agree that the Charter School is not acting as the agent of the Local Board, nor is the Local Board assuming any liability for any loss or injury resulting from (1) the acts and omissions of the Charter School, its directors, trustees, agents or employees at any point during its operation or in the event the Charter School's charter is terminated or (2) any debt or contractual obligation incurred by the Charter School, its directors, trustees, agents or employees at any point during its operation or in the event the Charter School's charter is terminated. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Local Board to any third party, their directors, trustees, agents or employees.
4. 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 and/or assigned to a third party, their directors, trustees, agents, or employees without written agreement by the Local Board, and the Governing Board of the Charter School.
5. All terms used herein shall have the same meaning as set forth in the Charter Schools Act of 1998, § 20-2-2060 *et. seq.*
6. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect.

7. Any modifications or amendments to this Agreement must be in a writing agreed to and signed by both parties' authorized representatives.
8. The parties acknowledge that this writing sets forth the entire agreement between the Charter School and the Local Board with respect to the subject matter hereof and supersedes any prior written or oral agreements or understandings of the parties.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

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

\_\_\_\_\_  
Chair of the Local Board of Education

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Chair of the Governing Board of the Charter School

\_\_\_\_\_  
(Date)