

## CHARTER FOR DU BOIS INTEGRITY ACADEMY

This charter for Du Bois Integrity Academy (“Charter”) is entered into by Du Bois Integrity Academy, Inc. (“Petitioner”) and the State Charter Schools Commission (“SCSC”) (collectively referred to as “the parties”).

WHEREAS, the Petitioner submitted a petition to the Local Board proposing to establish a state charter school pursuant to O.C.G.A. § 20-2-2060 *et seq.*, the Charter Schools Act of 1998 (“Charter Schools Act”) and O.C.G.A. § 20-2-2084, and the Local Board denied the petition;

WHEREAS, the SCSC 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 O.C.G.A. § 20-2-2084 and further finds that the petition is in the public interest; and

WHEREAS, pursuant to O.C.G.A. § 20-2-2083, the SCSC grants this Charter to permit Petitioner to operate Du Bois Integrity Academy (“the Charter School” or “Du Bois Integrity Academy”) 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. **Definitions.** The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or the state accountability system, is amended otherwise:
  - a. Adequate Yearly Progress means the measurement based on a series of performance goals that every school, LEA, and state must achieve in accordance with No Child Left Behind Act of 2001 (NCLB), subject to any amendment, waiver or reauthorization thereof.
  - b. Annual Measureable Objectives means the minimum levels of improvement, based on student performance on state standardized tests that school districts and schools must achieve within time frames.
  - c. Baseline means that the Charter School’s first year of student performance data will serve as the comparative basis for certain academic goals and measures to illustrate school improvement. In the event the state of Georgia implements assessments that are not aligned to assessments utilized in the Charter School’s first year, the first year such assessments are utilized will establish a new baseline for the Charter School.

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- d. College and Career Readiness Performance Index (CCRPI) means the performance measurement in Georgia that serves as the single statewide accountability system.
- e. Elementary and Secondary Education Act as Amended (ESEA as Amended) means the federal education statute, originally passed by the U.S. Congress in 1965, that defines the role of the federal government in public education and authorizes many of the major federal education programs, including Title I. This Act was reauthorized by Congress in 2001 as the No Child Left Behind Act.
- f. Georgia Department of Education (GaDOE or Department) means the state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
- g. Governing Board means the governing board of the nonprofit organization for a state charter school and which is the same as the governing board of the state charter school which is involved in school-level governance of the state charter school.
- h. Local Educational Agency (LEA) means a public authority legally constituted within Georgia for either administrative control or direction of public elementary schools or secondary schools. The Charter School shall act as its own LEA pursuant to O.C.G.A. § 20-2-2090 and SBOE Rule 160-4-9.04, including but not limited to data reporting, student enrollment counting procedures, student achievement reporting, and funding allocations.
- i. No Child Left Behind of 2001 (NCLB) means the reauthorization of the Elementary and Secondary Education Act (ESEA) of 1965 – the principal law affecting education from kindergarten through high school. NCLB is designed to improve student achievement and close achievement gaps. States are required to develop challenging academic standards, to educate all students to 100 percent proficiency by 2014, and to create and implement a single, statewide accountability system. NCLB is subject to amendment, waiver or reauthorization.
- j. State Assessment means any assessment adopted by the State Board of Education in accordance with O.C.G.A. § 20-2-181 and includes, but is not limited to, Georgia Milestones.

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- k. State Board of Education (SBOE or State Board) means the constitutional authority which defines education policy for public K – 12 education agencies in Georgia.
  - l. State Charter Schools Commission (SCSC) means the state-level authorizing entity working in collaboration with the Department of Education under the authority of the State Board of Education.
  - m. State Performance Targets means the performance targets set with the goal of decreasing the percentage of all students who are not proficient pursuant to NCLB, subject to any amendment, waiver or reauthorization thereof.
  - n. Subgroup means the following subsets of students as defined by NCLB and implemented by the single statewide accountability system: race/ethnicity (American Indian/Alaskan native, Asian/Pacific Islander, Black, Hispanic, Multiracial, and White); disability; limited English proficiency (LEP); and socioeconomic status.
  - o. Subgroup Performance Target means individual subgroup performance targets set for each content area, statewide.
2. Charter Term. The SCSC grants this Charter to Petitioner to operate Du Bois Integrity Academy for a five-year term beginning on July 1, 2015 and expiring on June 30, 2020.
  3. Grade Range. Du Bois Integrity Academy shall serve grades K-5 by the end of the Charter term. The school's total enrollment shall be at least 300 students but not more than 700 students at any point during the charter term.
  4. Mission Statement. The mission of Du Bois Integrity Academy is to prepare college and career ready scholars who are confident and inquisitive lifelong learners.
  5. Essential or Innovative Features. The proposed charter school's academic program has two pillars that support substantial achievement improvement and they are: STEM (Science, Technology, Engineering and Math) combined with Blended Learning (Instructional and Progress Monitoring Technology Integration and Highly Effective Teachers). Du Bois will implement a personalized learning plan for every student based on ongoing student progress monitoring, diagnostic and achievement growth while exponentially guiding students through data monitoring and e-learning to higher achievement and proficiency levels.

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6. **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 grade level eligible student who resides in Clayton County.
  - 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 and grade level, provided the application is consistent with SCSC Rule 691-2-.05. The Charter School may gather other relevant information from students after enrollment is determined.
  - c. **Random Lottery.** If the number of timely applicants received by the Charter School exceeds the capacity of a program, class, grade level, or building, the Charter School shall ensure that such applicants have an equal chance of being admitted through a random selection process in accordance with O.C.G.A. § 20-2-2066(a)(1)(A) and SCSC Rule 691-2-.05. The Charter School shall not conduct more than one lottery per grade per admissions cycle.
  - d. **Statutory Enrollment Priorities.** In accordance with O.C.G.A. § 20-2-2066(a)(1)(A) and SCSC Rule 691-2-.05, the Charter School may give enrollment priority to the following categories of applicants and in the following priority:
    - i. A sibling of a student enrolled in the Charter School;
    - ii. A student whose 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;
7. **Maximum Flexibility Allowed By Law.** In exchange for the Du Bois Integrity Academy's agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 9 below, the SCSC grants the maximum flexibility allowed by law to Du Bois Integrity Academy. Pursuant to O.C.G.A. § 20-2-2065(a), Du Bois Integrity Academy shall be entitled to the maximum flexibility allowed by law from the

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provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by a local board of education, the State Board of Education (State Board), or the Georgia Department of Education (Department). Notwithstanding this maximum flexibility, Du Bois Integrity Academy shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 16 below, and any rules, regulations, policies, or procedures established by the SCSC consistent with the Charter Schools Act.

8. Accreditation. Du Bois Integrity Academy shall seek accreditation from an approved accrediting agency identified in O.C.G.A. § 20-3-519(6.1)(A) within the first three years of the initial charter term or prior to a student's graduation and shall retain accredited status thereafter.
  
9. Performance-based Goals and Measurable Objectives. In exchange for the flexibility granted in Section 7 above, the Du Bois Integrity Academy agrees to meet or exceed the following performance-based goals and measurable objectives that are designed to result in improvement of student achievement:
  - a. Academic Goals. The SCSC shall hold Du Bois Integrity Academy accountable for the full performance of each of the academic goals listed below. The requirements of each goal are independent of and do not supersede the requirements of any other goal.
    - i. Goal 1: Du Bois Integrity Academy will perform above the level that would place it on the Priority Schools list, the Focus Schools list, or the Alert Schools list. Du Bois Integrity Academy will also meet all State Performance Targets as defined by Georgia state requirements and the state's waiver of No Child Left Behind, subject to any amendment, waiver or reauthorization thereof. Students will demonstrate proficiency and improvement over prior years' performance.
      1. Measure 1: During each year of the charter term, Du Bois Integrity Academy will meet or exceed all State Performance Targets and all other statewide-accountability requirements as established by the Department.
      2. Measure 2: During each year of the charter term, the percentage of Du Bois Integrity Academy students scoring in the meets or exceeds category on State Assessments will exceed the Clayton

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County Public Schools average percentage in all subject areas and grade levels.

3. Measure 3: During each year of the charter term, the CCRPI score for Du Bois Integrity Academy will exceed the average elementary CCRPI score for Clayton County Public Schools.
- ii. Goal 2: Du Bois Integrity Academy will ensure continuous advancement in student achievement.
1. Measure 1: Du Bois Integrity Academy will increase the percentage of students in grades 2-5 who meet or exceed the Stretch Lexile Band for their grade by at least 2% each year over its baseline rate.
  2. Measure 2: Du Bois Integrity Academy will increase the percentage of students scoring in the exceeds category on State Assessments in mathematics by 2% each year over its baseline rate or the school will have at least 30% of its students scoring in the exceeds category on State Assessments in mathematics.
  3. Measure 3: Du Bois Integrity Academy will increase the percentage of students scoring in the exceeds category on State Assessments in language arts by 2% each year over its baseline rate or the school will have at least 30% of its students scoring in the exceeds category on State Assessments in language arts.
- iii. Goal 3: Du Bois Integrity Academy will develop a student-focused learning environment that utilizes individualized learning and technology.
1. Measure 1: During each year of the charter term, 100% of students will utilize a personalized learning plan that incorporates progress monitoring and achievement growth.
  2. Measure 2: During each year of the charter term, 100% of students will utilize technology to enhance learning in the core curriculum.
  3. Measure 3: During each year of the charter term, Du Bois Academy will increase the percentage of students absent 5 or fewer days per year by 2% each year over its baseline rate.
- b. Organizational Goals. The fulfillment of the following organizational goals will be reported annually by the Charter School in addition to their Annual Report.

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- i. **Goal 1:** Du Bois Integrity Academy will be economically sustainable.
  - 1. **Measure 1:** Each year Du Bois Integrity Academy will operate in a fiscally sound manner as measured by an external audit that is submitted on time to the SCSC.
  - 2. **Measure 2:** Each year of the charter term for which Du Bois Integrity Academy operates at a deficit, the school will decrease its deficit as outlined in its Deficit Elimination Plan approved by the Department.
  - 3. **Measure 3:** Actual and proposed budgets for each school year will demonstrate effective allocation of resources.
  - 4. **Measure 4:** Yearly balance sheets will demonstrate that Du Bois Integrity Academy maintains adequate cash reserves.
  - 5. **Measure 5:** Du Bois Integrity Academy will meet all Generally Accepted Accounting Practices (GAAP) as demonstrated by external, annual audit reports.
  - 6. **Measure 6:** Du Bois Integrity Academy will meet all financial, data, and other reporting deadlines set by the Department or the SCSC.
  
- ii. **Goal 2:** The Charter School shall ensure all employees and Governing Board Members receive effective training.
  - 1. **Measure 1:** All Governing Board members shall participate in annual training provided by the SCSC.
  - 2. **Measure 2:** The school leader or his or her designee shall attend the Data Collections Conference each year it is offered by the Department.
  
- iii. **Goal 3:** Du Bois Integrity Academy shall create a school culture and character that fosters a healthy, safe and respectful environment for all stakeholders.

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1. Measure 1: Each year at least eighty-five (85%) of Du Bois Integrity Academy's instructional staff (teachers and paraprofessionals) will indicate that they are at least "satisfied" with the overall quality of their job as measured via an annual survey conducted at the conclusion of the school year. This survey will be conducted in accordance with generally accepted survey practices and will be reported to the Governing Board and all stakeholders annually.
  2. Measure 2: Each year at least seventy-five (75%) of Du Bois Integrity Academy's parents will indicate that they are at least "satisfied" with the overall quality of the school as measured via an annual survey conducted at the conclusion of the school year. This survey will be conducted in accordance with generally accepted survey practices and will be reported to the Governing Board and all stakeholders annually.
  3. Measure 3: Each year at least sixty (60%) of Du Bois Integrity Academy's students will indicate that they are at least "satisfied" with the overall quality of the school as measured via an annual survey conducted at the conclusion of the school year. This survey will be conducted in accordance with generally accepted survey practices and will be reported to the Governing Board and all stakeholders annually.
- iv. **Goal 4: The Charter School will provide a sustainable management and operational system.**
1. Measure 1: In the first year of the Charter term, the Governing Board will establish strategic goals for managing the operations of the Charter School, including establishing feasible budgets, spending plans, and audits in working with the accounting division, and a plan for holding management accountable for achieving these goals.
  2. Measure 2: The Governing Board will meet, at a minimum, monthly during the school year, and at least once meeting during the summer months when school is not in session.
  3. Measure 3: By the beginning of the second year of the charter term, the Charter School will implement a student data system that provides teachers access to the Statewide Longitudinal Data System.



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10. Assessment and Accountability. Notwithstanding Sections 7 and 9 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 41. The Charter School is further subject to all federal accountability requirements under the Elementary and Secondary Education Act.
  
11. Annual Report. The Charter School shall submit an annual report by October 1 of each year to the Georgia Department of Education and to the SCSC 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 9 above and all state-mandated assessment and accountability scores from the previous year. The Charter School shall make available to the community copies of an annual report which shall indicate student performance for the previous year.
  
12. Withdrawal without Penalty. The Charter School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. The Charter School agrees that a student may withdraw without penalty from the Charter School at any time and enroll in another public school in the local school system in which such student resides.
  
13. 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 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, subject to any amendment, waiver or reauthorization thereof.
  
  - 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, subject to any amendment, waiver or reauthorization thereof.

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### 14. Governance Structure.

- a. Governing Board. The Charter School shall utilize an autonomous governing body in the form of a Governing Board, which shall operate in accordance with its bylaws and which shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law. The Governing Board shall exercise substantive control over such areas as personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations, which are listed by way of example and not by limitation. Pursuant to O.C.G.A. § 20-2-2084(e), all members of the Governing Board shall be United States citizens, residents of Georgia, and shall not be employees of the Charter School.
- b. 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 work collaboratively with school officials to ensure the Charter School complies with the performance goals enumerated in Section 9 above, to ensure effective organizational planning, and to ensure financial stability of the Charter School.
- c. 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.*, and any subsequent amendment thereof. 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.
- d. 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.*, and any subsequent amendment thereof. The Governing Board shall maintain its adopted policies, budgets, meeting agendas, and minutes, and shall make such documents available for public inspection. The Charter School shall make the minutes of all Governing Board meetings available on its website for the duration of the Charter, unless the Georgia Open and Public Meetings Act limits their publication.
- e. Conflicts of Interest. The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest and compliance with the requirements of O.C.G.A. § 20-2-2084(e). Members of the Governing Board and all individuals employed at the Charter School shall abide by such conflicts of interest policy. Upon request, the Charter School shall provide conflict of interest forms to the

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SCSC demonstrating that Governing Board members are in compliance with the conflicts of interest policy.

- f. 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.
- g. Director Compensation. Petitioner shall not compensate members of the Charter School's Governing Board in excess of reasonable expenses incurred in connection with actual attendance at board meetings or with performance of duties associated therewith.
- h. Contractual Interference. No party to this Charter may interfere with the legal right(s) and/or obligation(s) of another party to execute the provisions of this Charter.

### 15. Fiscal Control.

- a. Financial Reporting Requirements. The Charter School shall follow the financial requirements of the Charter Schools Section of the Department's Financial Management for Georgia Local Units of Administration Manual. The Charter School shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.
- b. Annual Audit. The Charter School shall have an annual financial audit conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit their annual financial audit to the SCSC by October 1st each year. If the Charter School fails to meet any Measure of Goal 1 of Paragraph 9b, the SCSC may require the Charter School to utilize an independent certified public accountant selected by the SCSC to perform the annual audit.
- c. Chief Financial Officer. The Charter School shall designate a Chief Financial Officer. The Chief Financial Officer may be a contractor rather than a school employee; however, the SCSC will hold the Charter School accountable for all financial operations of the Charter School. The Chief Financial Officer shall possess the following minimum qualifications:

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- i. A baccalaureate or higher degree in business, accounting, or finance from an accredited college or university and a minimum of four (4) years experience in a field related to business or finance; or
  - ii. Documented experience of ten (10) or more years in the field of business and financial management.
- d. Federal Monitoring Requirements. The Charter School shall comply with all federal monitoring requirements related to the receipt of federal funds.
- e. Charter School Program 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.
- f. 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. The Charter School shall obtain and attach hereto a Certificate of Insurance which shall name the State Board of Education as an additional insured.
- g. Surplus Funds. Any surplus funds remaining at the close of each fiscal year will be used to enhance the Charter School's academic program. Under no circumstances shall any surplus be distributed to the Charter School's employee(s), board member(s), educational service provider or educational management organization. Nothing in this section shall be construed to prevent the Charter School from setting aside surplus funds in a reserve account or budgeting and awarding performance bonuses as part of their annual operating expenses.
- h. Responsibility for Debts. The Charter School is solely responsible for all debts incurred by the Charter School and its Governing Board. Except as agreed hereto, the SCSC shall not be contractually bound to the Charter School or to any third party with whom the Charter School has a contract or from whom the Charter School has purchased goods or services.
- i. 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 SCSC to the extent necessary to provide an orderly return of the students

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to their local school. Any public surplus 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 public funds shall be delivered to the SCSC within 30 days of ceasing operations. The SCSC shall not 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.

- j. Preference in Contracting. The Charter school shall give preference in contracting and purchasing of services and materials to businesses identified in O.C.G.A. § 20-2-2084(d)(2).
16. 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, 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. Asbestos Remediation. The Charter School shall comply with the terms of any applicable asbestos remediation plan.
  - c. Unlawful Conduct. The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.
  - d. 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.
  - e. 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 7 above.
  - f. 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, academic ability, the need for special

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educational services, or any other characteristic protected by local, state, or federal law.

- g. 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.
  - h. 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.
  - i. 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.
  - j. Individual Graduation Plans. The Charter school shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.
  - k. 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.
  - l. OBE Formula Earnings. The Charter School acknowledges that criteria used to calculate Quality Basic Education (QBE) funding may not be waived.
17. Education Service Providers or Education/Charter Management Organizations. If the Charter School elects to contract or amend a contract with an Education Service Provider or an Education/Charter Management Organization at any point during the term of the Charter, the Charter School shall seek and receive approval of the contract or amendment from the SCSC Executive Director prior to the execution of the contract or amendment.
18. Compliance with the Rules, Practices, Policies, and Procedures of the SCSC. The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the SCSC under the authority granted by O.C.G.A. §§ 20-2-2080 *et seq.*
19. Employment Matters. Individuals employed at the Charter School shall not be considered employees of the State Board, Department, or the SCSC.
- a. Criminal Record Checks. The Charter School shall adopt criminal record check procedures. The Charter School shall comply with all provisions of O.C.G.A. § 20-2-211.1 relating to fingerprint and criminal record checks for all prospective

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39. Contradicting or Conflicting Provisions. If any provision of the Charter is determined to contradict or conflict with any other provision of the Charter, the contradiction or conflict shall be resolved in favor of the broad flexibility guaranteed pursuant to O.C.G.A. § 20-2-2065 *et seq.*
40. 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.* and §§ 20-2-2080 *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.
41. Entire Agreement. This Charter sets forth the entire agreement between the Petitioner, and the SCSC with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Petitioner and the SCSC are superseded by this Charter. The Charter shall not preclude the Charter School from entering into or maintaining any agreement with the Local Board provided no such agreement supersedes, overrides or conflicts with any provision of this Charter. The petition submitted to the SCSC serves only as the formal application for the Charter School and does not constitute a contract between the SCSC and the Petitioner. This Charter supersedes and overrides any provisions contained in the petition that conflict with this Charter.

Charles B Krapp

Chairperson,  
STATE CHARTER SCHOOLS COMMISSION

10/29/14

(Date)

Stephanie D. Krume, Ed.D.

Governing Board President,  
DU BOIS INTEGRITY ACADEMY

10/6/2014

(Date)