

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

**Neighborhood Charter School Policy Manual
Table of Contents**

Section I: Governing Board Policies

1. Governing Board
 - 1.1 Agenda Development
 - 1.2 Nominating Process for Parent and Staff
Governing Board Members
 - 1.3 Executive Director Annual Evaluation Procedure
 - 1.4 Governing Board Policies and Procedures
 - 1.5 Board and Committee Definitions and Procedures

2. Finance
 - 2.1 Financial Procedures and Control
 - 2.2 Family Financial Obligations

3. Personnel
 - 3.1 Personnel Leave
 - 3.2 Jury Duty or Witness Leave
 - 3.3 Long Term Leave
 - 3.4 Confidential Personnel File
 - 3.5 Punctuality and Attendance
 - 3.6 Teacher Evaluation Process
 - 3.7 Sexual Harassment Policy
 - 3.8 Hiring Policy and Procedure
 - 3.9 Progressive Discipline Policy

4. Students / Academic Programs
 - 4.1 Student Placement
 - 4.2 Student Waiting List
 - 4.3 Student Success Process
 - 4.4 Student Dress Code
 - 4.5 Student Enrollment During the Current School Year
 - 4.6 Student Retention
 - 4.7 Reporting System
 - 4.8 Retention at the Third and Fifth Grade Related to CRCT Testing
 - 4.9 Class Size
 - 4.10 Student Attendance
 - 4.11 Registration

- 5. Parents / Guardians
 - 5.1 Family Involvement Plan

- 6. Media Center / Technology
 - 6.1 Library Media Center Handbook
 - 6. 2 Parent and Student Internet Agreements

- 7. Facilities
 - 7.1 Building Use Policy and Procedure

Section II: Neighborhood Charter School By-laws

Section III: Neighborhood Charter School Charter Contract

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 1.1: Agenda Development

Monday, 10 days prior to the board meeting	Agenda items requested
Wednesday, 7 days prior to the board meeting	Agenda items due
Thursday, 6 days prior to the board meeting	Agenda ready for review by chair and executive director
Monday, 2 days prior to the board meeting	Agenda and Executive Director's report to board Agenda posted at school and on web
Wednesday, day of board meeting	Agenda sent home in courier

Date adopted by NCS Governing Board: 01-15-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 1.2: Nominating Process for Parent and Staff Governing Board Members

A nominating committee consisting of the Executive Committee, the PTCA President, and one staff-representative board member will solicit and accept nominations as outlined below. It is the responsibility of the nominating committee to then select a slate of nominees from these nominations that best meets the many requirements and goals of the governing board.

These requirements and goals include:

- at least 2 parent representatives from grades K-2
- at least two parent representatives from grades 3-5
- that the chairs of the personnel, parent and family involvement, and finance committees serve on the board
- the goal that the board reflect the racially, economically, and culturally diverse student population at the school
- the goal that the board maintain a balance of continuity in leadership and new leadership

The slate of nominees will then be presented to the PTCA for a vote.

Nominations will be solicited and accepted as follows:

1. Survey current board members to identify the number of openings and specific board positions which are open (Finance, Personnel, general representative, etc.)
2. Determine grades to be represented – based on returning board members and school enrollment.
3. Send letter and nomination form to current families (through courier) and newly registered families (through mail). Specify responsibilities of open positions. Outline how to make a nomination.
4. Accept nominations at a PTCA meeting (prior to selecting the slate of nominees).
5. Review all nominations. Select slate of parent nominees.
6. The staff representative on the nominating committee will coordinate the process of staff nominations and provide the names of the staff nominees to the nominating committee.
7. Present parent and staff slate of nominees to the school community prior to the annual meeting when the slate will be voted on. This may be done through the courier for current families and by mail to newly registered families.
8. Vote at the annual meeting (most often the May PTCA meeting).
9. Coordinate with PTCA, GPNA, SAND, and Zoo Atlanta board representatives to select representatives from their respective organizations.

Date adopted by NCS Governing Board: 02-11-04

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____ (for financial policies only)

Policy 1.3: Executive Director Annual Evaluation Procedure

It is the responsibility of every board member to participate in the annual evaluation of the Executive Director. The following process will be followed:

At the April board meeting, the Personnel Chair will distribute the following to every board member. (Alternatively these items may be distributed electronically to the board by the date of the April board meeting).

- a blank copy of the Executive Director evaluation tool
- a copy of the Executive Director's goals and objectives from the previous year's evaluation
- a copy of the Executive Director's job description
- a copy of the Executive Director's contract
- a copy of this procedure

The Personnel Chair will review with the board the evaluation tool as well as this procedure for completing the Executive Director evaluation. All board members will have an agreed upon period of time (not to exceed two weeks) to complete the evaluation and return it to the Personnel Chair. All evaluations will be confidential and reviewed only by members of the executive committee and the Personnel Chair.

The Personnel Chair will ensure that the staff feedback survey is distributed to and collected from all staff in a timely manner.

The Executive Director will put together an executive director summary of the year's accomplishments and areas of focus for the upcoming year. The Executive Director will present the executive director summary to the executive committee along with the Personnel Chair.

The Personnel Chair, in conjunction with the Board Chair, will compile the results of the board evaluation tool as well as the staff feedback survey and present the results to the executive committee of the board.

The executive committee along with the Personnel Chair will review the information and determine:

- the final ratings to be included in the Executive Director evaluation tool
- the goals and objectives for the upcoming year
- any other pertinent evaluation information
- financial compensation (raise, bonus, etc.); refer to the Executive Director contract for guidance on salary increase amounts

The Personnel Chair and/or Board Chair will compile a memo outlining the executive committee's findings – including compensation information - to be shared with the Executive Director.

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

The Board Chair will meet with the Executive Director to review the final evaluation tool and executive committee memo.

The Personnel Chair will distribute a copy of the executive committee memo, the final evaluation tool, and the executive director summary to every board member at the May or June board meeting. The Personnel Chair will ensure that a copy of this information is also provided to all new incoming board members by the first meeting of the new board.

Copies of the individual evaluation tools and staff feedback surveys will be destroyed once the evaluation has been completed. A copy of the final evaluation tool, executive committee memo, executive director summary, and any staff survey summary will be kept on file in the main office of the school.

Attachments: Executive Director Evaluation Tool
Executive Director Job Description

Date adopted by NCS Governing Board: 07-11-04

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Principal and Executive Director Evaluation
April, 2003

Communications and Relationship Building	Satisfied		Not Satisf ied	Not App ied
	4	3	2	1
				NA

*How satisfied are you that
Dr. Rosswurm:
Is accessible to and
effectively communicates
with board members,
committee chairs, parents,
faculty and staff,
students, community members
and others associated with
NCS.*

Encourages and supports
parent and guardian
involvement in the life of
the school.
Solicits and responds to
input from parents and
guardians.

Encourages participation
and input from faculty and
staff in decision making.

Facilitates cross-committee
decision-making and
communications.

Builds relationships with
local community groups,
businesses and other groups
outside of NCS.

Sets agenda for and
schedules board meetings.
Provides regular reports to
the board on committee,
faculty and staff, and
other work through various

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

means .

Comments related to communication and relationship building:

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Management		Satisfied		Not Satisfied		Not App.
	4	3		2	1	NA

How satisfied are you that Dr. Rosswurm:

Effectively manages the daily operations and personnel, including volunteers, involved at NCS.
Empowers and facilitates faculty and committees to operate effectively and take ownership of their work and responsibilities.
Works collaboratively with colleagues, parents, faculty and staff, and the community and others to support and implement the charter school vision and goals.
Acts as a liaison between school and district office.
Provides knowledge of federal, state, and district policies/regulations.
Facilitates and implements Governing Board decisions.

Comments related to management:

Leadership		Satisfied		Not Satisfied		Not App.
	4	3		2	1	NA

How satisfied are you that Dr. Rosswurm:

Articulates, facilitates

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

and implements the vision, mission and goals of NCS. Serves as the educational leader of the school. Inspires commitment to NCS goals and confidence in NCS's ability to meet those goals. Provides appropriate direction and feedback to the board, faculty and staff, and parents of NCS.

Comments related to leadership:

	Satisfied		Not Satisfied		Not App.
Finance	4	3	2	1	NA

How satisfied are you that Dr. Rosswurm:
In conjunction with the finance committee and input from staff, develops and recommends for board approval the annual budget reflective of the school goal's. Ensures sound management policies are utilized in the expenditure of school funds and in preparing for other budgetary needs. Effectively manages the annual budget. Pursues development and fundraising goals in an effective and productive manner.

Comments related to finance:

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Facility	Satisfied		Not Satisfied		Not App.
	4	3	2	1	NA

How satisfied are you that

Dr. Rosswurm:

Ensures that the school building and grounds are kept safe, appropriately equipped and in pleasant condition.

Comments related to facility:

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Personnel	Satisfied	Not Satisfied	Not App
	4 3	2 1	. NA

How satisfied are you that Dr. Rosswurm:

In conjunction with the Personnel Committee and appropriate staff, identifies and screens candidates for all positions within the school and makes formal hiring recommendations to the full Governing Board. Provides for appropriate training, mentoring, evaluation, and discipline of faculty and staff. Effectively manages all human resources programs including staff leave, health insurance, payroll, criminal background checks, and other legal requirements and benefit programs. Supports the personnel committee in the development of personnel policies for NCS.

Comments related to personnel:

Educational Program	Satisfied	Not Satisfied	Not App
	4 3	2 1	. NA

How satisfied are you that Dr. Rosswurm:

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Maintains the student-centered constructivism paradigm.
Builds and implements Zoo Atlanta and other conservation based curriculums.
Ensures individual student learning needs are met.
Ensures appropriate student code of conduct and discipline policies are developed and implemented.

Comments related to educational program:

	Satisfied		Not Satisfied		Not Applied
Charter Compliance	4	3	2	1	NA
<i>How satisfied are you that Dr. Rosswurm:</i>					
Ensures that the charter contract requirements and goals are met.					
Reports quarterly to the board on charter compliance and progress toward meeting goals.					
Reports to Atlanta Public Schools as required by the charter contract.					

Comments related to charter compliance:

Goal setting and general comments:

Please specify any areas that you would like to see Dr. Rosswurm focus on or move the school towards in the upcoming year and/or any other comments:

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Neighborhood Charter School Job Description
Principal and Executive Director
April, 2003

Summary: The Executive Director/Principal of the Neighborhood Charter School will provide leadership and expertise to NCS. The Executive Director/Principal will manage the daily operations and personnel, including volunteers, involved in the operations of the school. The Executive Director/Principal will report regularly to the NCS Board on the progress of NCS and facilitate the implementation of Board decisions.

Reports to: NCS Governing Board

Responsibilities:

- I. Communication and relationship building
 - Is accessible to and effectively communicates with board members, committee chairs, parents, faculty and staff, students, community members and others associated with NCS.

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

- Encourages and supports parent and guardian involvement in the life of the school. Solicits and responds to input from parents and guardians.
- Encourages participation and input from faculty and staff in decision making.
- Facilitates cross-committee decision-making and communications.
- Builds relationships with local community groups, businesses and other groups outside of NCS.
- Sets agenda for and schedules board meetings. Provides regular reports to the board on committee, faculty and staff, and other work through various means.

II. Management:

- Effectively manages the daily operations and personnel, including volunteers, involved at NCS.
- Empowers and facilitates faculty and committees to operate effectively and take ownership of their work and responsibilities.
- Works collaboratively with colleagues, parents, faculty and staff, and the community and others to support and implement the charter school vision and goals.
- Acts as a liaison between school and district office.
- Provides knowledge of federal, state, and district policies/regulations.
- Facilitates and implements Governing Board decisions.

III. Leadership:

- Articulates, facilitates and implements the vision, mission and goals of NCS.
- Serves as the educational leader of the school.
- Inspires commitment to NCS goals and confidence in NCS's ability to meet those goals.
- Provides appropriate direction and feedback to the board, faculty and staff, and parents of NCS.

Operations:

1. Finance:

- In conjunction with the finance committee and input from staff, develops and recommends for board approval the annual budget reflective of the school goal's.
- Ensures sound management policies are utilized in the expenditure of school funds and in preparing for other budgetary needs.
- Effectively manages the annual budget.
- Pursues development and fundraising goals in an effective and productive manner.

2. Facility:

- Ensures that the school building and grounds are kept safe, appropriately equipped and in pleasant condition.

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

3. Personnel:

- In conjunction with the Personnel Committee and appropriate staff, identifies and screens candidates for all positions within the school and makes formal hiring recommendations to the full Governing Board.
- Provides for appropriate training, mentoring, evaluation, and discipline of faculty and staff.
- Effectively manages all human resources programs including staff leave, health insurance, payroll, criminal background checks, and other legal requirements and benefit programs.
- Supports the personnel committee in the development of personnel policies for NCS.

4. Educational Program:

- Maintains the student-centered constructivism paradigm.
- Builds and implements Zoo Atlanta and other conservation based curriculums.
- Ensures individual student learning needs are met.
- Ensures appropriate student code of conduct and discipline policies are developed and implemented.

5. Charter Compliance:

- Ensures that the charter contract requirements and goals are met.
- Reports quarterly to the board on charter compliance and progress toward meeting goals.
- Reports to Atlanta Public Schools as required by the charter contract.

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 1.4: Governing Board Policies and Procedures

Policies and procedures (policies) must be approved following the process outlined in the charter: “The Governing Board will make collaborative decisions through a formal, public, voting process. A simple majority will be required for a motion to pass.” A quorum must be present for a vote to take place.

All policies must be submitted to the Neighborhood Charter School’s attorney for review prior to presentation to the board for a vote or within 30 days of approval by the board. In addition, all finance related policies must be reviewed by NCS’s accountant within the same timeframe. The Executive Director is responsible for securing review of all policies by our attorney and, when applicable, our accountant.

The Executive Director is responsible for ensuring that a copy of each adopted policy is placed in the Neighborhood Charter School Policy Notebook maintained in the main office or other central location of the school. Each policy should include the date approved by the board, attorney, and when applicable, accountant.

Policies which are revised or eliminated by the board should be maintained in the policy notebook, with the date of the revision noted on the policy.

Date adopted by NCS Governing Board: 11-10-04

Date reviewed by NCS’s attorney: 06-24-05

Date reviewed by NCS’s accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 1.5: Board and Committee Definitions and Operating Procedures

Governing Board Committees are to be chaired by Governing Board members. The Board chair is not permitted to chair a committee. These committees include Finance, Parent and Family Involvement, and Personnel.

School wide sub-committees are created by the Governing Board and may be chaired by non-Governing Board members. Sub-committees are generally on-going committees. These include Student Learning, Related Arts, Diversity, Media Resources, Building and Grounds, and Grant Writing.

Task Forces are created by the Governing Board to address specific projects or issues. Task forces are temporary committees which are dissolved once the specific issue they were created for has been addressed.

All Board committees and School wide sub-committees must hold standing monthly committee meetings. The date, time, and location of these meetings must be shared with the Parent and Family Involvement chair so that the information can be shared with the entire school community. In addition, all committees must present a status report to the Governing Board at least once annually. Committees are welcome to present more often if there are matters requiring Board approval or attention – this should be coordinated through the Executive Director.

Governing Board is the school's legal representative body and has final approval of all recommendations made by committees, sub-committees and task forces.

Governing Board Executive Committee is composed of the officers of the Board (Finance Chair, Recorder, Chair-elect, and Chair), the chair of the Parent and Family Involvement committee, the governing Board past-chair, and the Executive Director and is authorized to handle issues between Board meetings. The Executive Committee is authorized to take a binding vote and must report its action to the Governing Board at the next board meeting. Decisions made by the Executive Committee do not require a vote of affirmation by the full Board. However, decisions of the Executive Committee may be overruled by the full Governing Board.

Executive Session may be entered by the Board to discuss personnel or real estate related issues only. The Board must vote to enter and to leave executive session. Discussions may be held during executive session, but no votes may be taken. Staff members of the Board may be excused from the discussions during executive session if conflict is possible due to personnel discussions, however they should return after executive session to participate in the vote on all issues. All votes on issues discussed during executive session must be made through the normal public voting process of the Board. The chair

must sign an affidavit after leaving executive session affirming the discussions were limited to personnel and/or real estate transaction discussions only. This affidavit is to be filed with the Board minutes.

Committee Chair provides leadership to the committee. Committee chairs may be selected by the Board, by the Parent and Family Involvement Committee chair or the committee may select the chair. Committee chairs serve one year terms. They may serve up to two consecutive terms but may not serve more than two unless approved to do so by the Governing Board.

Executive Director serves as an ex officio (non-voting) Board member, as well as the liaison between sub-committees and task forces not represented by the Board.

Operational committees are committees of staff created by the Executive Director to address operational issues and do not fall under these guidelines, assuming that they are clearly separate from any standing Board committee; sub-committee; or task-force. Operational committees are created and managed as deemed appropriate by the Executive Director.

Parent Teacher Community Association serves as an auxiliary organization to NCS with the PTCA President serving as a Governing Board member.

Ex-officio Board appointments can be made by the Governing Board. The Board may vote to appoint sub-committee chairs and others to one-year, ex-officio Board positions. This is typically done for committees with significant responsibilities for the year.

Minutes are taken at every Board meeting by the Recorder. The minutes are presented to the Board at the following board meeting for approval. They may be sent out to the Board members prior to the meeting via email or other method to expedite the review of and vote on the minutes. After the Board minutes have been approved, they are to be filed in the minutes notebook maintained in the main office other central location of the school. The agenda and Executive Director's report for the meeting should be filed in the notebook with the minutes. The minutes must also be posted in a central location of the school until the next month's minutes are ready to be posted. It is the responsibility of the Recorder to maintain, file, and post the minutes. Board minutes may be posted on the school web site, however this is not required.

Communication with the Governing Board is encouraged in several different ways. All parents/guardians, staff, and community members are invited to attend the monthly meetings of the Governing Board. These meetings are open, and anyone interested may attend. The agenda for the meetings is sent home to the families of the school through the Wed. courier the day of the meeting.

The Board welcomes input from the school community as well. Any issues of concern, suggestions or compliments may be shared with the Board. If you have an issue that you

think needs to be addressed by the Board, please utilize one of the two forms of communication listed below.

1. Each Board meeting begins with a period of public comment where anyone may address the Board. The Board does not respond to comments at this time. However, a record of all individuals addressing the Board is made in the minutes and all individuals will be contacted concerning their comments by the Board chair or other appropriate person. This follow up will occur no later than the following Board meeting. We appreciate any correspondence you might provide regarding the issue you are addressing.

2. Alternatively, letters may be sent to the Board in one of several ways.

- a. Via email: to the Board chairperson or a member of the Executive Committee.
- b. Via mail: addressed to the attention of the Board chairperson at the school.
- c. By hand: Placed in the Board chairperson's box in the Parent Room.

Letters will be read at the next Board meeting. The same procedure is followed for any letter received. Parents should always feel free to identify themselves if the issue is of a serious nature that requires follow-up. Unsigned (anonymous) letters may or may not be presented depending on the appropriateness of the content.

It is the desire of the Board to have an open, effective communication with the school community. Families should feel comfortable and not fear retaliation for expressing their concerns. Constructive criticism is always welcome. We ask that persons submitting concerns that call for action be prepared to assist with the solution where possible. We are a Board of parents, faculty and community members and will make every effort to address concerns.

Date adopted by NCS Governing Board: 04-13-05

Date reviewed by NCS's attorney: 12-14-06

Date reviewed by NCS's accountant: _____(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 1.6: Annual Campaign Policy

The purpose of the Neighborhood Charter School Annual Campaign is to raise funds to supplement the per-pupil funding received from Atlanta Public Schools. Money from the campaign is used to enhance the operations and the educational programs of the school. The Annual Campaign provides an opportunity for NCS to promote itself. The direct mail pieces and other updates communicate the school's accomplishments and provides an outlet for direct communication with the school's greater community.

The Annual Campaign committee may include:

Annual Campaign Chair (appointed by the Board)
Executive Director
Governing Board Chair
Fundraising Chair
Grant Writing Chair
Finance Chair
Business Manager
Others interested in working on the campaign

Annual Campaign Goal:

The financial goal for the annual campaign will be set by the Governing Board each year.

The fundraising strategies for the annual campaign will include:

- **PTCA sponsored fundraisers** including the Summer Shade Festival, Raffle, Low-Country Boil, Golf Tournament, and Movie Nights. All proceeds from PTCA Fundraising events are dedicated to the annual campaign with the exception of the Holiday Sampler, sales of school paraphernalia such as t-shirts and bumper-stickers, and the proceeds of commitment programs such as Kroger, Publix, and Target.
- **Media Center sponsored book fairs**
- **Individual contributions** made by school families and staff, and families and individuals within the greater community, secured primarily through direct mail solicitation
- **Grants**
- **Business support** through the solicitation of local businesses for sponsorship of or contributions to PTCA fundraisers or other types of partnerships with the school; Businesses and community organizations will *not* be solicited through the direct mail process.

Fundraising strategies for the annual campaign will NOT include:

- **Mass sales fundraising:** NCS does not participate in mass sales-type fundraisers (such as wrapping paper, catalogue sales, candy, etc.) We believe our parents'

time and energy is better spent working on the existing fundraisers to make them more successful; or volunteering in other ways with the school.

- **Committee specific fundraisers:** Individual committees should **not** perform fundraisers or develop grant proposals. Individual committees needing funds for projects should submit these types of requests to Dr. Rosswurm to be considered by her and, when appropriate, the Governing Board. Funds are available for committee projects supporting the instructional and other goals of the school and committees should not feel they must first raise funds to implement these types of efforts. Suggestions of fundraisers or grants to pursue should be shared with Dr. Rosswurm, the Annual Campaign chair, or the Grant Writing or PTCA Fundraising committees.

In-kind donations:

In-kind donations are donations of goods or services. We will attempt to track in-kind donations so that these donors can be thanked and recognized. However, the value of these items will not be counted towards the annual campaign goal.

Donor Recognition:

Personal thank-you notes will be sent from the Executive Director to all individuals who make a financial contribution to the Annual Campaign.

The Fundraising Committee is responsible for sending thank-you notes to all contributors and/or sponsors of Fundraising events.

NCS business and community partners and sponsors will be recognized each year. This will be done either through an article in the Porch Press; through a newsletter mailed to local businesses, community organizations, and politicians; or through some other, similar means.

Directed Donations:

With the exception of grants, we generally do not accept directed donations (donations which must be spent on specified items or expenses). However, exceptions may be made for sizable gifts or gifts filling a specific need as deemed appropriate by the Executive Director or Governing Board.

Classroom fundraisers:

Classes are welcome to do internal fundraisers for specific class projects (eg – bake sales, car washes, etc.) provided the fundraisers do not require sales or solicitation beyond the immediate school community. All fundraisers of this type must first be approved by the Executive Director.

Date adopted by NCS Governing Board: 04-13-05

Date reviewed by NCS's attorney: 12-14-06

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 2.1: Financial Procedures and Control

See letter dated 08-06-02, prepared by Botwinick and Botwinick, P.C.

Date adopted by NCS Governing Board: 08-14-02

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: 08-06-02
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 2.2: Family Financial Obligations

By the end of each school year families of the Neighborhood Charter School are responsible for any financial obligations incurred during that school year. The school administration is responsible for establishing a process by which families are notified of such obligations and funds are collected. Extenuating circumstances affecting a family's ability to meet such financial obligations may be dealt with as appropriate on an individual basis.

Date adopted by NCS Governing Board: 05-14-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 3.1: Personnel Leave

Each member of the Neighborhood Charter School staff is entitled to leave as defined in this policy.

Per Diem Leave: Leave that is related to illness, health related issues, family related health issues.

Per Diem Leave is accrued at a rate of 1.25 days per month worked for staff members who have less than 10 years of experience. Staff members who have 10 years or more years of experience accrue days at a rate of 2.15 days per month worked. Part time staff members accrue the per month rate according to the fraction of time worked. Unused days may be carried forward to the next school year. A staff member may accumulate up to 120 days of Per Diem Leave.

Personal Leave: Leave that is used to conduct business that cannot be handled outside of the school day. Each staff member is allocated 3 personal days per year. Personal days do not carry over from one year to the next.

Use of Leave:

Per Diem: The principal or her designee should be notified by a staff member as soon as possible that the staff member will be taking per diem leave.

Personal Leave: The principal or her designee should be notified at least one week in advance of a staff member requesting a personal day. Personal Leave may not be taken to extend a school holiday.

Plans: The staff member is expected to have plans available in their room for someone to follow for the time the staff member is on leave.

Leave Bank: In support of fellow staff members the staff may establish a leave bank. The procedures for donating to the leave bank and for accessing days from the leave bank will be developed and managed by the staff itself.

Family/Maternity Leave: To be determined.

Bereavement Leave: To be determined

Attachment: Leave request form

Date adopted by NCS Governing Board: 08-28-02

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____

(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 3.2: Jury Duty or Witness Leave

An employee may be absent without loss of pay and without charge to any other category of leave when attending court as a juror or when subpoenaed to testify in a case arising out of duties as an employee of the school system. The employee must notify the immediate supervisor as soon as possible after the employee has been served with the summons for jury duty or a subpoena to appear in a case. The employee may retain any compensation he/she receives for serving as a juror or as a witness.

Date adopted by NCS Governing Board: 01-15-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 3.3: Long Term Leave

Long term leave is defined as unpaid leave for pregnancy, post-child-birth maternity or paternity, adoption, employee long term illness, and any other reasons required by law. The school may require certification from a qualified medical professional to document the reason for the leave and/or to verify the employee's ability to return to work. Long term leave may qualify under the Family Medical Leave Act ("FMLA") which is a federal law that gives eligible employees the right to take up to 12 weeks of job-protected leave for family or medical reasons. To be eligible for FMLA, an employee must have worked for the Neighborhood Charter School full-time for at least one year.

The FMLA does not require employers to provide paid FMLA leave, but does allow employers to charge FMLA absences simultaneously against any available paid leave as well as the FMLA. Therefore, an employee's available sick, personal, sick leave bank and vacation days will be applied to any FMLA leave taken for a reason covered by those provisions.

1. Reasons for Leave - The FMLA allows eligible employees to take leave for the following reasons:

To care for the employee's child during the first year following the birth, adoption or foster care placement of the child;

To care for the employee's spouse, child or parent who has a serious health condition; or

Because of the employee's own serious health condition (including pregnancy, childbirth and related medical conditions) that makes the employee unable to perform his/her job.

2. Length of FMLA Leave - No more than 12 weeks of FMLA leave may be taken in any 12-month period. Leave will be counted based on a rolling 12-month period measured backward from the date that the employee's FMLA or medical leave begins.

3. Advance Notice - Employees are required to provide advance notice of FMLA leave as follows:

When the need for FMLA leave is foreseeable, notice is required 30 days in advance.

When the need for leave is not foreseeable, the employee

must provide notice as soon as practicable.

The taking of leave may be denied or postponed if these notice requirements are not met.

4. Medical Certification - When the leave of absence is occasioned by the employee's own serious health condition or that of a family member, the employee will be required to submit medical certification on the form provided by the District. In addition, the District may require a second or third opinion, at the District's expense.

When the leave is over 30 days in length, recertification may be required at 30-day intervals throughout the leave. Recertification also may be required when the employee requests an extension of leave, when the medical situation changes, or when the District receives information that casts doubt on the continuing validity of an earlier certification.

5. Approval of Leave - The Personnel Committee will be responsible for reviewing leave requests. Approval of the leave will be given in writing and will specify an expected return date. If an extension of leave is needed, the employee must submit a new request and medical certification to the Personnel Committee Chair before the end of the original leave period. Leave taken without approval as required under this policy will be treated as unauthorized leave and may result in disciplinary action up to and including termination.

6. Reinstatement - The FMLA entitles an employee to return to the same or an equivalent position at the conclusion of the leave. Certain restrictions apply to instructional employees whose return from leave would occur near the end of the semester. Under certain circumstances, these employees may be required to extend their leave through the end of the semester to avoid disruption of the educational process

7. Health Insurance - Employees on approved leave remain covered under the School's health insurance. Premium payments must be made within the time periods required.

Date adopted by NCS Governing Board: 01-15-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 3.4: Confidential Personnel File

The School shall maintain a confidential personnel file for each employee. The personnel file will contain evaluation documents as well as any other employment related documents or correspondence. All documents placed in the personnel file will have been signed by all concerned parties.

Date adopted by NCS Governing Board: 01-15-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 3.5: Punctuality and Attendance

Any employee who is unable to report for work on any particular day must call the Director immediately upon learning that they are unable to work, and in no case later than one hour before the start of the scheduled work day. If the employee fails to report to work without notification to the Director, the school may consider that employee has abandoned his or her employment and has voluntarily terminated the employment.

Upon returning to work after an absence for any reason, the employee must complete an absence form and turn it into the Director by the end of the work day on which the employee returns.

All employees are required to work according to the scheduled and dates stated in their employment agreement. Full-time staff must be present at the school at _____ and there release from duty time is _____. In addition, teachers are required to participate in programs related to their professional duties that may be outside school hours. These days include teacher in-service sessions conducted within the regular work hours, staff meetings, parent-teacher-student conferences.

All employees are encouraged to attend school functions and events. Employees will be notified of those functions they are required to attend.

Date adopted by NCS Governing Board: 01-15-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 3.6: Teacher Evaluation Process

A teacher evaluation process has been established to be used this year. It has been developed with input from the staff. The process includes the following steps:

Self Evaluation
Discussion and observations
Administrative Evaluation
Parental Input
Final Written Documentation

Variations of this process and format will be used for instructional aides and unique staff positions (guidance, community resources diversity director, media specialist).

Date adopted by NCS Governing Board: 02-12-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 3.7: Sexual Harassment Policy

Sexual Misconduct Involving Employees in the Neighborhood Charter School

It is the policy of the Neighborhood Charter School that all individuals shall learn and work in an environment free of all forms of discrimination, including sex discrimination.

Sexual harassment is a form of sex discrimination that undermines the integrity of the educational and employment environment and violates Title VII of the Civil Rights Act of 1964, as amended, and Title IX of the Education Amendments of 1972. Accordingly, sexual misconduct perpetrated against or by employees is prohibited in the Neighborhood Charter School.

The Neighborhood Charter School will investigate all complaints, formal or informal, verbal or written, of alleged improper sexual conduct and will discipline any individual who, in the course of his or her education employment or involvement with the Neighborhood Charter School, exposes another person to improper sexual conduct.

I. Sexual Misconduct and Sexual Harassment Defined

Sexual misconduct refers to any unwelcome or unlawful sexual act; any solicitation of any unlawful sexual act, whether written, verbal, or physical; any act of child abuse, as defined by law; any solicitation, encouragement, or consummation of a romantic or physical relationship with a student; or any sexual contact with a student. The definition of the term "romantic relationship" includes dating a student or otherwise being involved in an inappropriate social relationship or any act of unlawful sexual harassment as defined by law.

Sexual harassment is a specific form of sexual misconduct. As defined by the Equal Employment Opportunity Commission (EEOC) and the Office for Civil Rights (OCR), sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually- motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:

1. Submission to such conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, educational opportunities, or other benefits provided by the Neighborhood Charter School;
2. An individual's submission to, or rejection of, such conduct or communication

is used as a factor in decisions affecting that individual's employment, educational opportunities, or other benefits provided by the Neighborhood Charter School; or

3. Such conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, or creating an intimidating, hostile, or offensive working or learning environment.

Sexual harassment may consist of exposure to a pattern of objectionable sexual behavior or exposure to a single, serious act. Sexual harassment exists when such conduct is unwelcome, offensive to both the recipient and to a reasonable person, and severe or pervasive. Even if never acted upon, threats or suggestions of preferential or adverse treatment with regard to an individual's employment or educational status constitute sexual harassment when made by a person in a supervisory position.

II. Complaint Resolution Process

Any employee (full-time, part-time, hourly), contractor, or consultant who believes that he or she has been exposed to unwelcome sexual misconduct should immediately report the alleged act to the principal or in the case of a conflict of interest report to the chair of the personnel committee. The resolution will then proceed as outlined in the NCS Grievance Procedure approved February 2003.

III. Sanctions

Appropriate disciplinary actions will be taken against persons found to have violated this policy. These actions shall include sanctions authorized by law and Board policy. These actions shall also include other measures designed to end sexual misconduct and to prevent their recurrence. Due process rights shall be afforded to all affected persons, where appropriate.

IV. Appeals Process

Any action by the Principal or Board against an employee that constitutes an adverse action as defined by law and Board policy may be appealed.

V. Prohibitions

Retaliation

Retaliation against individuals who file complaints of alleged sexual misconduct is expressly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Appropriate disciplinary action up to and including termination shall be imposed for verified acts of retaliation.

Intentional False Reporting

Persons who knowingly fabricate allegations of sexual misconduct shall be subject to disciplinary action up to and including termination.

Hindering an Investigation

Individuals who withhold information, purposely provide inaccurate facts, violate privacy and confidentiality rules, or otherwise hinder an investigation of sexual misconduct shall be subject to disciplinary action up to and including termination.

VI. Notice

This policy shall be available at the school and online at www.neighborhoodcharter.com.

VII. Right to Alternate Dispute Resolution Procedures

These procedures do not deny the right of any individual to pursue other avenues of recourse.

VIII. Retention of Records

All official records shall be retained by the Neighborhood Charter School. However, any documents regarding disciplinary action arising from any investigation shall be included in the personnel file and permanent record file, as applicable, of the individual against whom the complaint was filed and the complaining party. Records will be retained for the maximum time allowed for pursuing regulatory or judicial relief.

IX. Confidentiality of Proceedings

In all cases, the highest degree of confidentiality authorized by law will be maintained by Neighborhood Charter School to protect parties involved in investigations of sexual misconduct. Only those persons who have a need to know for purposes of the investigation or resolution of the complaint shall be informed of the case. Any individual who releases information relating to the complaint or the investigation during the course of the investigation shall be subject to disciplinary action.

Date approved by NCS Governing Board: 10-13-04

Date reviewed by NCS's attorney: 06-24-05

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 3.8: Hiring Policy and Procedure

Hiring Policy

1. Neighborhood Charter School is an equal opportunity employer. Vacancies are open to all qualified applicants without regard to race, gender, age, religion, sexual orientation, or national origin.
2. The personnel committee is charged with oversight of hiring for all positions within Neighborhood Charter School.
3. All vacancies will be posted and/or advertised.
4. Neighborhood Charter School encourages promotion from within. When positions become vacant, notice will be posted internally for at least one week prior to external posting - qualified current employees are encouraged to apply.

Hiring Procedure

1. When a teaching position becomes vacant or when notice is given to leave a position, the school principal will notify the Personnel Committee
2. Before the vacancy is posted, the Personnel Committee will draft the following reference documents:
 - a. job description
 - b. criteria of eligibility
 - c. schedule and protocol concerning the job posting
 - d. text of the job posting
3. If the position is not filled internally, then it shall be posted on the Neighborhood Charter School website (www.neighborhoodcharter.com), US Charter Schools website (www.uscharterschools.org/pub/uscs_docs/c/jobs.htm), the Atlanta Journal-Constitution, and at local facilities which may include universities with education programs (GSU, Clark Atlanta, etc.)
4. The principal and at least one member of the Personnel Committee will review complete applications and select the most qualified applicants for interview.
5. Each time an opening occurs, an ad hoc committee will be formed. This committee shall be charged with interviewing the most qualified applicants as selected by the Personnel Committee. The ad hoc committee shall consist of the Principal of NCS, one parent from the Personnel Committee, at least one peer (e.g., a current 2nd Grade teacher for a 2nd Grade Lead Teacher position opening), and potentially others as deemed appropriate. The School Curriculum Specialist, additional representatives from the Board, and other teachers and parents may be called upon for this duty.
6. The interview shall be a behavioral style interview (where direct experience is called upon to answer questions rather than hypothetical scenarios). The candidate shall be notified of this format in advance. All candidates for the same

- position shall be interviewed with an identical set of questions. Committee member notes from each interview will be collected and kept on file for one year.
7. The ad hoc committee will interview candidates until consensus has been reached on the most suitable candidate. Before an offer is extended to the candidate of choice, all references must be checked and determined to be satisfactory. Notes from reference calls must be kept in the candidate's employment file. Once a candidate has accepted the position and signed a contract, the other interviewees for that position will be notified by letter of the decision. All candidates' applications must be kept on file for a minimum of seven years.
 8. New hires must submit to background check and fingerprinting within 30 days of offer.
 9. Applicants selected must be recommended by the ad hoc committee and approved by the Board.

Date adopted by NCS Governing Board: 1/12/05

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 3.9 Progressive Discipline Policy

Each staff member is expected at all times to perform the responsibilities of her/his position to the best of her/his ability. Key in the success of this task is effective communication of those responsibilities and any concerns about the performance of those responsibilities. Under the following framework, open and productive communication will assist all employees in improving their job performance and /or correcting any inappropriate behavior, including but not limited to poor work performance and class management, tardiness and attendance issues, and insubordination. While the policy is progressive, the Principal and Executive Director, at her discretion, may utilize any of the steps below without the requirement of a precursor step.

Step 1: Oral Warning

Staff member will be given an oral warning concerning the poor job performance or behavior. The warning will be given in private by the Principal and Executive Director, stating clearly the issue and expectations for how it should be corrected. Following this warning, a written memo will be sent to the employee summarizing the discussion. A copy of this memo will be filed in the personnel file of the employee and will also be forwarded to the Board Chair and Personnel Committee Chair. The employee will have the option of placing a responsive memo in his or her personnel file within 2 weeks of the issuance of the warning.

Step 2: First Written Warning

Staff member will be given a first written warning concerning the poor job performance or behavior. The warning will be given in private by the Principal and Executive Director, clearly stating that it is a first written warning outlining the issue, corrective actions to be taken, and the timeframe for these actions to be implemented. The warning will also outline that if the issue is not resolved, further disciplinary action will be taken, including, but not limited to, termination. The Director will sign it and the employee will be asked to sign, however they have the option to refuse to sign. A copy of this memo will be filed in the personnel file of the employee and will also be forwarded to the Board Chair and Personnel Committee Chair. The employee will have the option of placing a responsive memo in his or her personnel file within 2 weeks of the issuance of the warning.

Step 3: Second Written Warning

Staff member will be given a second written warning concerning the poor job performance or behavior. The warning will be given in private by the Principal and Executive Director, clearly stating that it is the second and final written warning outlining the issue, the

corrective actions to be taken, and the timeframe for these actions to be implemented. The warning will also outline that if the issue is not resolved, further disciplinary action will be taken, including but not limited to termination. The Director will sign it and the employee will be asked to sign, however they have the option to refuse to sign. A copy of this memo will be filed in the personnel file of the employee and will also be forwarded to the Board Chair and Personnel Committee Chair. The employee will have the option of placing a responsive memo in his or her personnel file within 2 weeks of the issuance of the warning. The Principal and Executive Director will meet with the Board Chair and Personnel Committee Chair to determine what action is to occur if, in fact, the poor job performance or behavior is not successfully corrected or changed in the timeline designated.

Step 4: Further Action Taken

In the event that the staff member does not correct the poor performance or behavior in the manner stated in the second written warning, the Principal and Executive Director will meet with the staff member and outline any further action to be taken. In the event this action is termination, the staff member does have the right to a hearing before the Board of Directors prior to the termination going into effect. A request for a hearing must be presented in writing to the Executive Director within 10 days of the notice of termination.

Date adopted by NCS Governing Board: 01-15-03

Date reviewed by NCS's attorney: 06-24-05

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.1: Student Placement

Student placement will be a responsibility of the principal and appropriate staff members. If a parent/guardian has a concern about a placement of a student that concern should be stated in writing to the principal. All concerns will be addressed on an individual basis. Those concerns that deal with the academic and emotional well being of the student will be given the most serious consideration.

Date adopted by NCS Governing Board: 07-10-02

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.2: Student Waiting Lists

For the 2002-2003 waiting lists will be established for each grade level once classes are filled. Siblings will receive priority on these waiting lists. If a registered student withdraws from school, the parent/guardians of the next student on the waiting list for the appropriate grade will be notified. They will have 24 hours to determine if they would like to enroll their child in the school. If they chose not to enroll, subsequent people on the list will be contacted until the vacancy within the class is filled. During the 2002-2003 this process will be used through the beginning of the school and throughout the year, whenever a vacancy occurs up to the beginning of the last quarter of the year.

Once the first two attendance zone registrations occur of the 2003-2004 school year the board will need to review this policy and establish a policy for that school year.

Date adopted by NCS Governing Board: 07-10-02

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.3: Student Success Process

Addressing the developmental, academic, social and/or emotional needs of our students is critical to their school success, and is the responsibility of the principal and appropriate staff members. For the vast majority of our students those needs will be met through the comprehensive educational program presently in place.

For those whose needs are not being met it will be necessary for the staff to establish a program that will identify the needs of the students, communicate those needs with the parents/guardians of the students, and together with the parents/guardians develop the appropriate measures to meet these needs. Such measures may include but not be limited to tutoring, small group instruction, compacting of curriculum, retention, etc.

Date adopted by NCS Governing Board: 02-12-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Policy 4.4: Student Dress Code

Students are expected to dress according to the school's student dress code. Parents will be notified if any child is not dressed appropriately. While the dress code will be enforced by teachers and the principal, the ultimate responsibility will lie with the parents and students. It is important to understand that certain clothing (such as a tank top) is not "bad", it is just not appropriate for school. Any questions that parents may have concerning the appropriate dress of a student may be discussed with the teacher or principal.

The students are to dress as follows:

- Boys may wear pants or shorts of appropriate length (fingertip length) at the waist level.
- Girls may wear pants, shorts, skirts, or dresses (fingertip length, no shorter).
- Shirts, blouses and sweaters must be long enough to cover the midriff.
- No clothing with sayings or pictures that are product advertisements and/or offensive and disrupt the learning of others. (i.e.: Tobacco ads, confederate flag, and inappropriate language). Clothing displaying lewd or derogatory remarks, pictures, diagrams or drawings is not allowed.
- Children should wear sneakers on P.E. days.
- Hats may not be worn inside the school building at any time.
- Net or see-through garments are not allowed.
- Shirts and blouses must have sleeves. No tank tops, spaghetti straps, or halter tops will be allowed.

Date adopted by NCS Governing Board: 07-27-05

Date reviewed by NCS's attorney: 9-21-06

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.5: Student Enrollment During the Current School Year

The Neighborhood Charter School will accept students throughout the year as vacancies arise. Parents will be notified from our specified waiting lists about such vacancies. If there are no waiting lists and a parent/guardian calls to inquire about a vacancy they will be informed of any opening we might have and be able to enroll their child if they so desire up until the last third of the year. During the last third of the year – the last reporting period - no children will be enrolled into the school.

Date adopted by NCS Governing Board: 03-12-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Policy 4.6: Student Retention Policy

The recommendation for promotion and retention is the primary responsibility of the faculty of the Neighborhood Charter School. When retention is being recommended for a child, the appropriate faculty members will meet with the parents/guardians to discuss the reasons for recommending that the child be retained.

A) If this is the first year the child has been recommended for retention, the parents will make the final decision as to the child's placement for the following year.

B) If this is the second year that a child has been recommended for retention, the faculty's recommendation will be the final decision as to the child's placement for the following year.

The policy "Retention at the Third and Fifth Grade Related to CRCT Testing" will be followed in such cases as defined in the policy.

A parent/guardian has the right to appeal the promotion/retention decision to the Board of Directors of the Neighborhood Charter School. This appeal must be made to the Chair of the Board in writing within 10 working days of the decision. Within 10 working days of the appeal the Board will convene to hear the appeal. At the hearing the teacher and/or the principal will also be able to present their recommendation. Following the full hearing the Board will make a decision on the appeal. The Board's decision is the final decision of the school.

Date adopted by NCS Governing Board: 2-8-06

Date approved by NCS's attorney: _____

Date reviewed by NCS's accountant: _____ (for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.7: Reporting System

The Faculty of NCS is responsible for development of the student reporting system. Each year, no later than the September Board meeting, the Executive Director will present the reporting system to be used for the current school year to the Governing Board for approval.

The reporting system will align with the instructional strategies of the school and will be similar to the attached example.

Date adopted by NCS Governing Board:

Date reviewed by NCS's attorney: 12-14-06

Date reviewed by NCS's accountant:
(for financial policies only)

Policy 4.8: Retention at the Third Grade and Fifth Grade Related to CRCT Testing

The state legislature has passed legislation that states that -

1. All third graders must achieve a “meets standard” rating on the reading subtest of the state’s criterion reference test and be recommended by the teacher and the principal to be promoted to the fourth grade.
2. All fifth graders must achieve a “meets standard” rating on reading and math subtests of the state’s criterion reference test and be recommended by the teacher and the principal to the sixth grade.

At the Neighborhood Charter School -

If a third grade child or a fifth grade child does not pass the specified subtest(s) of the CRCT battery of tests the following will occur –

1. The parent/ guardian will be notified.
2. A summer tutoring program would be established for the time between the end of school and the retest day.
3. If the child **passes the specified subtests** of the CRCT on the retest, the child will be promoted to the respective fourth grade or sixth grade.
4. If the child **does not pass** the subtest test retake and the teacher, and principal recommend the child for retention, the student would be retained in the respective third grade or fifth grade.

OR

If the child **does not pass** the subtest test retake and the teacher and principal recommend the child for promotion, the student will be promoted to the respective fourth grade or sixth grade, if the parent/guardian agrees. The student will receive additional academic support throughout the school year.

5. A parent/guardian has the right to appeal the promotion/retention decision to the Board of Directors of the Neighborhood Charter School. This appeal must be made to the Chair of the Board in writing within 10 working days of the decision. Within 10 working days of the appeal the Board will convene to hear the appeal. At the hearing the teacher and/or the principal will also be able to present their recommendation. The Board will then make a decision on the appeal. The Board’s decision is the final decision of the school.
6. Copies of all correspondence concerning this matter will be placed in the child’s permanent folder.

Date adopted by NCS Governing Board: 07-27-05

Date reviewed by NCS’s attorney: _____

Date reviewed by NCS’s accountant: _____ (for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.9: Class Size

Classes at the Neighborhood Charter School are set according to grade levels. Kindergarten classes contain 15 students. Classes at grades 1st through 5th contain 20 students.

On the rare occasion when an academic situation warrants a class be increased by one student that decision will be made by the administrative faculty of the school and reported to the board at its following meeting. Under no circumstances is such an increase in class size to occur other than for academic reasons. Such an increase in the size of a class may not go beyond one student, unless approved by the board prior to such action taking place.

Date adopted by NCS Governing Board: 10-13-04

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Policy 4.10: Student Attendance Policy and Procedures

Georgia State Law O.C.G.A. 20-2-690.1

“Attendance of children in public or private schools or home student programs; responsibility of parents, guardians, children; violations and penalties.”

The parents/guardians, or other persons having charge of any child(ren) between their sixth and sixteenth birthdays are required by law to enroll and send such child(ren) to a public or private school or utilize a home study program.

All children enrolled for 20 school days or more in the public schools of this state prior to their sixth birthday shall become subject to all of the provisions of O.C.G.A. 20-2-690 through 20-2-702 and the rules and regulations of the State Board of Education relating to compulsory attendance even though they have not attained six years of age.

Absences and Excuses

1. Excused absences are defined in the State Board of Education Rules. As applied at Neighborhood Charter School, students may be temporarily excused from school:
 - a. When personally ill and when attendance in school would endanger their health or the health of others.
 - b. When in their immediate family there is a serious illness or death, which would reasonably necessitate absence from school.
 - c. On special and recognized religious holidays observed by their faith.
2. Parent or guardian may call the school by 9:00am to notify the school of a student's absence. If no contact is made, the student must bring a signed note stating the reason for the absence upon his/her return.
3. If a child does not bring a note to school upon his/her return to school, it is assumed that the absence was unexcused.
4. A student shall be dismissed before the school day officially ends when a parent or guardian sends a written request or speaks by telephone with the principal or principal's designee, explaining the reason for early dismissal to the principal or appears in person requesting the student's dismissal.
5. Individual students who have emergencies necessitating their absence from school for a portion of the school day must have been present for one-half of the instructional day in order to be included in the average daily attendance count.
6. Please note - Family trips are not considered excused absences. Families are expected to notify the principal and teachers in writing, two weeks in advance of any planned family trips. This will allow the teacher to develop an appropriate learning activity for the child. Students are expected to complete and turn in any related assignments upon returning to school.

Excessive Absences

1. **After Three Absences:** The school will contact parents, reminding them of the need to have their child in school.

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

2. **After Five Absences:** The school shall send a notice by certified mail, return receipt requested. The letter is to include a copy of the school attendance policy. The student will be referred to the Guidance Counselor. The counselor will meet with the student and parent to discuss attendance. Counselor will keep written documentation of contact made.
3. **After Ten Absences:** A letter will be sent from the principal by certified mail, return receipt requested, to the parent/guardian regarding attendance indicating the number of days absent or tardy. This letter is to include a copy of the school attendance policy. The parent/guardian must submit a written statement explaining the reason for the absences. A Student Support Team meeting will be held to discuss attendance. The parent/guardian, teacher, principal, counselor, social worker, and medical personnel (if relevant) will be invited to this meeting. Compulsory Attendance Law (O.C.G.A. 20-20-690.1) will be discussed at that meeting.
4. **After Fifteen Absences:** The Principal will determine to either submit a petition to the court for resolution or seek an alternate remedy, up to and including suspension. The student may also be considered for retention.

Tardiness

1. A student is considered tardy if he/she arrives after the designated school start time (8:00am). Attendance will be taken once morning meeting begins.
2. The parent or guardian must sign the student in at the main office when arriving after 8:00 AM giving the reason why the child is tardy.
3. Any absence from class, other than excused lateness due to a medical appointment, will be an accumulated unexcused tardy.
4. An accumulation of three unexcused tardies equals one unexcused absence.

Pursuant to the Georgia Compulsory Attendance Statute, O.C.G.A. section 20-2-690, et seq., a parent or legal guardian who fails to send his or her child to school may be charged with a misdemeanor. At its discretion, a court having jurisdiction may subject the parent or guardian to a fine not less than \$25.00 and not greater than \$100.00, imprisonment not to exceed thirty (30) days, community service, or any combination of such penalties, if found guilty of violating the Compulsory Attendance Statute. Each day's absence after the child's school system notifies the parent, guardian, or other person who has control or charge of a child of five unexcused days of absence for a child shall be considered a separate offense as related to the penalty.

Date adopted by NCS Governing Board: 03-08-06

Date reviewed by NCS attorney: 12-14-06

Date reviewed by NCS's accountant:
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.11 Student Registration

Each year, no later than the November Board meeting, the Executive Director and/or Governing Board will appoint a Registration Task Force to perform registration for the upcoming school year. In addition, no later than the December Board meeting, the Executive Director or Registration Task Force chair will present the procedure for registration to the Governing Board for approval.

At a minimum, these procedures will include all requirements of the NCS Charter Contract.

Of special note:

- 5th Grade Siblings receive the same preference as all other siblings (clarified and approved by the NCS Governing Board on 01-12-05).
- Children of full-time employees of NCS may be enrolled on equal terms as siblings of currently enrolled students, regardless of the place of residence of the parent/guardians. This means staff members may elect to enroll their children at NCS and their children will receive sibling priority. (approved by the NCS Governing Board on 12-12-04).

Date adopted by NCS Governing Board:

Date reviewed by NCS's attorney: 12-14-06

Date reviewed by NCS's accountant:
(for financial procedures only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 5.1: Family Involvement Plan

All families are required to sign the Family Contract (below) each school year indicating that they will comply with the Family Contract and the Family Participation Review Procedure (outlined below).

FAMILY CONTRACT

Name of
Child(ren) _____
Last Name(s) First Name(s) Middle Initial

The mission of the Neighborhood Charter School is to provide a learning environment for all students that demands high educational standards and high levels of parent/guardian involvement and responsibility.

As a parent/guardian, I am the person most responsible for my child's education. I will be a partner with Neighborhood Charter School and my child in promoting his or her academic achievement and character development. I understand that for my child to attend this school, I must meet the responsibilities listed below. I know that there are other public school options in this attendance zone, and I have decided that a high level of parental involvement meets the needs of my family.

Parent / Guardian Responsibilities

1. I will donate at least 20 hours (two parent) or 10 hours (single parent) of volunteer service to the school each school year.
2. I will participate in at least one fundraising event during the year.
3. I will know and reinforce school rules.
4. I will attend all required parent-teacher conferences.
5. I will have my child at school, ready to learn each day by 8:00am and I will follow all policies as outlined in the Attendance and Tardiness Policy.
6. I will help my child learn by checking for home enrichment assignments throughout the week and by making sure there is a quiet area in my home for him or her to do homework.
7. I will read to or make sure that my child reads for a minimum of 20 minutes per day, 4 days per week.
8. I will review and immediately answer any messages that I get from my child's teacher. I will review, sign and return my child's courier each week.
9. I will report any illness or absence to the school and keep my child home if he or she is ill
10. I will immediately inform the school as to any change in my child's transportation. I understand this is necessary for the safety of my child.
11. I will let the school administration and teacher know about of any change in address, phone number,

or family status for my child within 7 days. I will inform the school administration immediately if our family moves outside the Atlanta Public Schools attendance zone.

12. I will meet all my financial obligations to the school (i.e. after school fees, library fines, etc.) within the current school year. I understand that I may make arrangements for a payment plan and it is my responsibility to contact the Principal or Bookkeeper to make arrangements if necessary.

Parent / Guardian Rights

1. My child will learn in a safe and healthy environment.
2. My child's teacher will communicate with me regularly about my child's progress.
3. I will receive written goals, plans, curriculum, and behavioral standards for my child's classroom at the beginning of the school year.
4. I may vote for parent members of the Governing Board each spring. I will have access to Board meeting agendas, meetings, and minutes.
5. I may serve on a committee or subcommittee or in the parent/community volunteer program.
6. I may give input on curriculum, leadership, and other decisions about the school.
7. I may give staff feedback about the strengths and weaknesses of the school's program. This feedback includes filling out a survey at the end of the school year.

How Neighborhood Charter School will be my partner

1. Neighborhood Charter School will be flexible in setting up parent-teacher conferences so I can attend.
2. Neighborhood Charter School will hold family meetings at different times to meet different family schedules.
3. Neighborhood Charter School will offer me many kinds of volunteer opportunities to best link the talents and interests of my family with the needs of the school.
4. Neighborhood Charter School will provide the schedule of school events and meetings in ample time for me to attend them.
5. Neighborhood Charter School administration and staff will be available to meet if a family situation comes up that keeps me from meeting my obligations.

Statement of Understanding and Agreement_____

- I understand that I must agree to all terms of this Family Contract in order to enroll my child at Neighborhood Charter School
- I understand that it is my responsibility to sign and return this **original** contract to the Registration Representative or the School Administration.
- I understand and have been given a copy of the Volunteering Basics document that outlines Volunteering expectations and opportunities at Neighborhood Charter School.
- I understand and have been given a copy of the Family Participation Review that will assist my family in tracking and fulfilling the commitments outlined in this Family Contract.
- I understand that if I do not live up to the terms of this contract, my child may not be able to return to Neighborhood Charter School.

Enrollee(s):

Name of Child #1 _____
Last Name First Name Grade

Name of Child #2 _____
Last Name First Name Grade

Name of Child #3 _____
Last Name First Name Grade

Please check one:

___ Two Parent/Guardian (20 volunteer hours) ___ Single Parent/Guardian (10 volunteer hours)

I agree to all terms of this contract (if two parent/guardian family, both must sign)

Parent/Guardian #1 Name (print): _____

(Signature): _____ Date _____

Relationship to Child(ren) _____

Parent/Guardian #2 Name (print): _____

(Signature): _____ Date _____

Relationship to Child(ren) _____

For Neighborhood Charter School,

Signature of Registration
Representative _____ Date _____

Family Participation Review Procedure

In order to objectively track compliance with the Family Contract so that we may better identify and assist families, the Parent and Family Involvement committee will perform a Family Participation Review for each family enrolled at Neighborhood Charter School. An outline of the Review procedure is listed below.

Beginning in August of 2006 the following components of the Family Contract will be tracked using a system of points:

Volunteer Hour Fulfillment, Fundraising Participation, Attendance at PTCA meetings, Attendance at Parent-Teacher Conference, Signing and Returning Report Cards, Signing and Returning Weekly Couriers, Signing and Returning Classroom Behavior Reports, Meeting Financial Obligations

Points will be calculated and shared with families in November, February and June of each year. Either the reporting sheets attached to this procedure or similar forms will be used to share point totals with families. The June sheet will have a total of points that will indicate the family's status for the upcoming year. See the Family Participation Review Point Tracking System for details.

Y1 = first year of review, Y2 = second year of review.

JUNE Y1: The P&FI chair will make a recommendation of probation to the Board for all families who are not in good standing according to the FPR point tracking system. All families placed on probation will be notified by mail at this time.

AUGUST Y2: Any family recommended for probation may address the Governing Board at the August meeting if they wish to appeal. The Board will make a decision and share it with the families by the September Board meeting.

NOVEMBER Y2: P&FI will Track & Report Family Participation Components. Any family on probation who has met or exceeded their obligations (pro-rated through Nov.) will be taken off probation and may re-enroll. Any family on probation who has not met their pro-rated obligations will not be allowed to re-enroll for the Y3 school year.

JUNE Y2: If a family that was formerly on probation (Y1) and then was removed from probation (Nov-Y2) has been found to not be in good standing, they will receive a letter letting them know that they will not be returning to Neighborhood Charter School for the upcoming school year - August Y3.

** Non-fulfillment of requirements may be mitigated by extenuating circumstances that should be brought to the attention of the P&FI Committee Chairperson, the Principal or the Business Manager.

Note: All families currently enrolled will have Y1=2006-2007 Y2=2007-2008
Families enrolling for next year will have their Y1 = 2007-2008. This system will continue for following years.

A-1. Volunteering Basics

Two-parent families are required to perform twenty volunteer hours per family during the school year. Single-parent families are required to perform ten volunteer hours. **Remember: grandparents, older siblings, extended family members and neighbors may help you complete your hours. You may even recruit another school family to help you if you are having trouble – contact the Parent and Family Involvement chairperson to discuss alternatives (p&fi@neighborhoodcharter.com)**

Activities counted as Volunteer Hours

Participation in the following activities counts towards completion of your required volunteer hours: designated school Work Days or personally scheduled workdays; being a Classroom Volunteer, including helping with Wednesday Courier, in the Media Center, in the Office, or with Professional Development Wednesdays; helping to set up or organize Special Incentives Assistance such as Box Tops for Education, etc., Attendance at Committee Meetings or Board Meetings; Help with Field Trips; Childcare for another NCS family while they fulfill their hours; Special Volunteer Opportunities such as computer programming, carpentry, etc.; Extra-curricular Volunteer Opportunities such as Coaching school sports, Leading school-based extra-curricular club or activity; And volunteering for Fundraising Activities.

Activities NOT counted as Volunteer Hours

Attendance at Regular PTCA meetings, Teacher/Parent Conferences, Classroom Observation, Assembly Meetings, Picnics, attendance at Neighborhood Charter School Fundraisers or Lunch with Your Child (when that is the only purpose of the visit).

It is strongly encouraged that you participate in at least one designated school workday per school year. Each family MUST volunteer for a minimum of one fundraiser per school year. This might include making an item or items for the bake sale or donating an item for the raffle. Attending or purchasing tickets for a fundraiser does NOT count as volunteering for a fundraiser.

How to Sign-In as a Volunteer

When entering the Neighborhood Charter School, always proceed first to the front office and sign-in at the Visitors Log and receive your visitor's pass. Always remember to sign-out at the Visitor's Log and return your pass when you leave. Remember: Do not go directly to a classroom or any other part of the school premises without signing in at the office first.

DO's and DON'Ts for Classroom Volunteers

DO show up – Take your responsibility seriously. Children and Teachers are counting on you. Be on time.

DO respect the confidentiality of the children in the classroom. DO NOT engage in conversations about the children with anyone outside of the teacher or school officials. This is discouraged even in a positive nature.

DO NOT discuss a child's positive or negative academic performance or behavior.

DO NOT put yourself in a situation where you are alone with a child or children. There should always be a teacher or teacher's aide present during your interaction with students.

DO use common sense in your interaction and discussion with children. DO NOT discuss anything inappropriate (i.e. religion, politics, etc).

DO NOT single out a child for criticism or praise, leave that to the teacher.

DO involve the teacher if you have concerns or problems.

A Family Participation Review will be distributed three times a year to update families on their status with the Family Contract. Please see the Family Participation Review appendix B.

FAMILY PARTICIPATION REVIEW POINT TRACKING

Your family can gain points by participating in the following activities. Maximum number of points for one parent families is 40 points; maximum for two-parent families is 50 points. Ultimate responsibility for recording participation lies with each family.

Activity	Points	Maximum	How to Get Them	Notes
Volunteer hours	1 per hour	10 per one-parent family 20 per two-parent family	Log in online or record hours in your courier	Assist in classroom, office, field trip, etc.
Fundraising Event	3 points	3 points	Log in online or record hours in your courier	Donations (monetary raffle/auction items), committee service, e
Parent-Teacher Conference	7 points	7 points	Attend Fall Conference- teachers will track this	Must attend the Fall conference
Couriers	5 points	5 points	Sign & return courier	Must return 32 out of couriers by the following Tuesday
Classroom Behavior Reports	5 points	5 points	Sign & return behavior reports	Must return 85% of reports
Report Cards	2.5 points per report card	5 points	Sign & return reports	Return 1 st and 2 nd ter report cards only; 3 rd term is kept by your family
PTCA meetings	0.5 points per meeting	5 points	Sign in at meetings	Must sign in at the PTCA meeting

Your family will lose points for outstanding financial obligations to NCS. These may result from library fines or payments due for after-school care. **Families who have made payment arrangements will not lose points.**

Amount Owed	Points lost
Under \$10	0 points
\$10 - \$100	-5 points
\$101 - \$250	-10 points
Over \$251	-15 points

Your status for the following year is determined by your total point accumulation at the end of the year. There is no minimum quarterly tally, unless your family is on probation from a preceding year.

	One Parent Family	Two Parent Family
Good Standing	31-40 points	41-50 points
Needs Improvement	26-30 points	36-40 points
Probation	Under 26 points	Under 36 points

NOTE: *If your family has extenuating circumstances that affect your ability to fulfill the Family Contract, you may bring it to the attention of the Principal, the Parent & Family Involvement Chairperson, the Guidance Counselor, or the Business Manager. Our goal is to help every family meet the minimal requirements listed above.*



The mission of the Neighborhood Charter School is to provide a learning environment for all students that demands high educational standards and high levels of parent/guardian involvement and responsibility.

FAMILY PARTICIPATION REVIEW – NOVEMBER Y1

Student(s) Name	Parent/Guardian Name	Teacher
-----------------	----------------------	---------

We want to thank you for your participation. It makes a tremendous difference, every day.

According to the information we have, your family has completed the following components of the Family Contract:

Volunteer Hours

Total as of NOV:

Two parent/guardian household _____
Single parent/guardian household _____

Participation in a Fundraising Activity
donation to annual campaign, raffle/auction,
bake something, participate on Fundraising Committee, etc.)

Y/N (Make a

PTCA Meetings Attended
(of a possible 4)

Signed and Returned Couriers?

of a possible 12: _____

Behavior Reports returned & signed? _____ of _____

_____ %

Met Financial Obligations or made arrangements?

Y/N

If you feel any of the information is incorrect OR you would like to communicate any extenuating circumstances please immediately contact the Parent & Family Involvement Chairperson.



The mission of the Neighborhood Charter School is to provide a learning environment for all students that demands high educational standards and high levels of parent/guardian involvement and responsibility.

FAMILY PARTICIPATION REVIEW – NOVEMBER Y2

Student(s) Name	Parent/Guardian Name	Teacher
-----------------	----------------------	---------

We want to thank you for your participation. It makes a tremendous difference, every day.

Family is in good standing from previous year _____

- or -

Family is on probation from previous year _____

According to the information we have, your family has completed the following components of the Family Contract:

Volunteer Hours -The hours are pro-rated to approximately 1/3 of total due for year.

Due* as of NOV:

Completed as of Nov.

Two parent/guardian household 7 hrs* _____

Single parent/guardian household 4 hrs* _____

*mandatory number of hours to meet for families on Probation

Participation in a Fundraising Activity?

Y/N

(Make a donation: to annual campaign, raffle/auction, bake something, participate on Fundraising Committee, etc.)

**PTCA Meetings Attended
(of a possible 4)**

Signed and Returned Couriers?

of a possible _____

Behavior Reports returned & signed?

_____ of _____

_____ %

Met Financial Obligations or made arrangements?

Y/N

If you feel any of the information is incorrect OR you would like to communicate any extenuating circumstances please immediately get in contact with Parent & Family Involvement Chairperson.

Family Participation Review Status Report– November

Removal from Probation Notification

Notice was given in June of the previous year that your family was recommended for probation due to your Family Participation Reviews from the previous school year. Your family was informed that you could be removed from probation by completing 100% of your requirements by November. The records above indicate that your family has satisfactorily completed the requirements outlined in the Family Contract you have signed.

We appreciate your hard work and commitment to the mission of the Neighborhood Charter School. Enrollment for the upcoming school year will be open to your child(ren) in January.

We strongly encourage your continued participation. If the June Family Participation Review shows that your family has not continued to fulfill the Family Contract, we will send a letter requesting that you find an alternate school for your child to attend in August.

Non Re-enrollment Notice

Notice was given in June of the previous year that your family was recommended for probation due to your Family Participation Reviews from the previous school year. Your family was informed that you could be removed from probation by completing 100% of your requirements by November. The records above indicate that your family has not completed the requirements outlined in the Family Contract you have signed. This indicates that Neighborhood Charter School's high levels of Parental and Family Involvement might not be the right fit for your family.

At this point we will not be extending enrollment for your child(ren) at Neighborhood Charter School for the upcoming school year. We hope you will continue to take part in your child's educational career. If we can be of any assistance please let us know.



The mission of the Neighborhood Charter School is to provide a learning environment for all students that demands high educational standards and high levels of parent/guardian involvement and responsibility.

FAMILY PARTICIPATION REVIEW - JUNE Y1

Student(s) Name	Parent/Guardian Name	Teacher
-----------------	----------------------	---------

According to the information we have, your family's participation to date is as follows...

Volunteer Hours

Total due for the school year. Mandatory minimums for all families.

	Due as of June:	Total	Points
Two parent/guardian household	20 hrs	_____	_____
Single parent/guardian household	10 hrs	_____	_____

Participation in a Fundraising Activity

(Make a donation to annual campaign, raffle/auction, bake something, participate on fundraising committee)

Y/N _____

PTCA Meetings Attended

Attended Term 1 Parent-Teacher Conference?

Y/N _____

Couriers returned / signed?

of a possible _____

Behavior Reports returned & signed?

_____ of _____ % _____

Met Financial Obligations or made arrangements?

Y/N

If no, amount owed

If you feel any of the information is incorrect OR you would like to communicate any extenuating circumstances please immediately get in contact with Parent & Family Involvement Chairperson.

PLEASE SEE PAGE TWO FOR YOUR FAMILY PARTICIPATION STATUS

Family Participation Review Status Report– June

Family is in good standing _____

We want to thank you for your enthusiastic participation. Family Involvement is key to the success of this school and more importantly to the success of our children.

Family is recommended for probation during upcoming year _____

If your family has not been on probation before, but did not meet the requirements of the Family Contract, you family will be recommended for probation for the upcoming school year. This recommendation will be made at the June board meeting. Appeals may be made at the August board meeting and a vote will be taken at the September meeting.

Please note that every effort will be made to help your family meet the requirements outlined in the Family Contract. However, we must receive some form of communication from your family indicating what the circumstances are that prevent you from fulfilling your requirements.

Family was on probation, removed from probation but has not fulfilled requirements _____

Neighborhood Charter School has made the active participation of families one of its two identifying characteristics. When your child(ren) was/were enrolled at Neighborhood Charter School your family signed a contract agreeing to be a partner with the school in your child's education. Measurable steps have been made over the last two years to track and report your family's participation level. We feel at this point that we can no longer expect your family to honor the contract you have made and we would like to ask that you find another school that better fits your family's needs. We sincerely regret that we must ask a family to leave our school. We wish you the very best in your future educational endeavors.



The mission of the Neighborhood Charter School is to provide a learning environment for all students that demands high educational standards and high levels of parent/guardian involvement and responsibility.

FAMILY PARTICIPATION REVIEW - JUNE Y2

Previously, family was in good standing _____

- or -

Previously, family was on probation then was removed _____

Student(s) Name	Parent/Guardian Name	Teacher
------------------------	-----------------------------	----------------

According to the information we have, your family's participation to date is as follows...

Volunteer Hours -Total due for the school year. Mandatory minimums for all families.

	Due as of June:	Total	Points
Two parent/guardian household	20 hrs	_____	_____
_____ Single parent/guardian household	10 hrs	_____	_____

<i>Participation in a Fundraising Activity</i>	<i>Y/N</i>	_____	
--	------------	-------	--

(Make a donation to annual campaign, raffle/auction, bake something, participate on fundraising committee)

PTCA Meetings Attended _____

Attended Term 1 Parent-Teacher Conference? *Y/N* _____

Couriers returned / signed? _____ *of a possible* _____

Behavior Reports returned & signed? _____ *of* _____

Met Financial Obligations or made arrangements? *Y/N* _____
 If no, amount owed _____

Total _____

If you feel any of the information is incorrect OR you would like to communicate any extenuating circumstances please immediately get in Contact with Parent & Family Involvement Chairperson.
PLEASE SEE PAGE TWO FOR YOUR FAMILY PARTICIPATION STATUS

Family Participation Review **Status Report– June**

Family is in good standing _____

We want to thank you for your enthusiastic participation. Family Involvement is key to the success of this school and more importantly to the success of our children.

Family is recommended for probation during upcoming year _____

If your family has not been on probation before, but did not meet the requirements of the Family Contract, you family will be recommended for probation for the upcoming school year. This recommendation will be made at the June board meeting. Appeals may be made at the August board meeting and a vote will be taken at the September meeting.

Please note that every effort will be made to help your family meet the requirements outlined in the Family Contract. However, we must receive some form of communication from your family indicating what the circumstances are that prevent you from fulfilling your requirements.

Family was on probation, removed from probation but has not fulfilled requirements _____

Neighborhood Charter School has made the active participation of families one of its two identifying characteristics. When your child(ren) was/were enrolled at Neighborhood Charter School your family signed a contract agreeing to be a partner with the school in your child's education. Measurable steps have been made over the last two years to track and report your family's participation level. We feel at this point that we can no longer expect your family to honor the contract you have made and we would like to ask that you find another school that better fits your family's needs. We sincerely regret that we must ask a family to leave our school. We wish you the very best in your future educational endeavors.

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 6.1: Library Media Center Handbook

Refer to the Library Media Center Handbook maintained in the Media Center.

Date adopted by NCS Governing Board: 10-09-02

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 6.2: Parent and Student Internet Agreements

Parent Consent for Internet Access

A part of your child’s educational program at the Neighborhood Charter School is providing adult supervision as a requirement for student access to the Internet. We believe that the use of the World Wide Web and e-mail is an essential skill for children as they grow up in the modern world. Please sign and return the consent form so that your child may use the Internet at school.

Although there have been concerns about students having access to undesirable materials, we are taking positive steps to deal with this risk in school. Although all efforts are made to ensure that suitable restrictions are placed on the ability of children to access inappropriate materials, the School cannot be held responsible for the nature or content of materials accessed through the internet. The School will not be liable for any damages arising from your child’s use of the Internet facilities.

Please select those that you approve of

_____ I give consent for my child to use the Internet.

_____ I have read the above statement and the student consent form that lists rules for Internet Use.

_____ I agree that, if selected, my son/daughter’s work may be published on the school Web site. I also agree that photographs that include my son/daughter may be published subject to the school rules that photographs will only identify individuals by first names.

Student Name

Parent Signature

Date

Student Internet Agreement

**When I am using the Internet at the Neighborhood Charter School, I will be a good on-line citizen. I agree to use kind words and treat people with respect.

**I will keep personal information about teachers, my friends, family and me to myself. I will not share my name, where I live, how old I am or my phone number with anyone – no matter how friendly they might seem.

**I understand that the internet is like a big city with both friendly and unfriendly places. I will make good choices about where I surf the web.

**If I see anything that makes me feel uncomfortable I will let my teacher know right away.

**I understand that teachers and parents may read all of my Internet communications at any time. In no way is this communication private.

I agree to these things each time I use a computer at the Neighborhood Charter School.

Student' Name

Date

Date adopted by NCS Governing Board: 01-15-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 7.1: Building Use Policy and Procedure

See attached policy.

Date adopted by NCS Governing Board: 09-11-02

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

**BY-LAWS OF
NEIGHBORHOOD CHARTER SCHOOL, INC.**

ARTICLE I. OFFICES

The principal office of Neighborhood Charter School, Inc. (hereinafter referred to as the "Corporation" or "NCS") shall be located in the State of Georgia.

ARTICLE II. GENERAL PURPOSE

The goal of the NCS is to operate a true neighborhood public school, one that is open and welcoming to all, which provides a quality education for our children and enjoys significant parental and community involvement. The school operates under a charter contract which was negotiated between the organizers who created and operate the school, and the Atlanta Board of Education.

ARTICLE III. GOVERNING BOARD

Section 1. General Powers. The business and affairs of NCS shall be managed under the direction of the Governing Board. The members shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they may deem proper, not inconsistent with NCS's Articles of Incorporation, these Bylaws, and the laws of this State.

Section 2. Number, Tenure, Vacancies, and Qualifications. The Governing Board shall consist of at least eighteen (18) members, which number shall be fixed from time to time by the Governing Board. Members shall be natural persons who are 18 years of age or older but need not be residents of the State of Georgia.

Section 3. Structure of the Governing Board. The Governing Board will include 16 voting members and two ex-officio member from the Neighborhood Charter School community. The membership of the Board will include:

1. Nine (9) parent or guardian representatives, including at least three parents/guardians with a child or children in grades K-2 and at least three parents/guardians with a child or children in grades 3-5. One parent representative must be the PTCA president.
2. One (1) immediate past-chair of the Governing Board. The past-chair will serve a one or two year term immediately following his/her term as chair, depending on the number of terms the next chair serves. This may be in addition to the two-year term served as parent representative and chair.
3. Four (4) teacher/support professionals (media, counselors) representatives with at least one teacher from grades K-2 and one teacher from grades 3-5.
4. Two (2) community representatives: 1 from the Grant Park Neighborhood Association (GPNA) and 1 from South Atlantans for Neighborhood Development (SAND).
5. The School Principal will serve as an ex-officio, non-voting member of the Board.
6. The Chief Financial Officer will serve as an ex-officio, non-voting member of the Board.

Governing Board members, except for the GPNA and SAND representatives, will be elected to staggered two-year terms by the Parent, Teacher, and Community Association (PTCA). Please see the table below for an overview. One of the parent/guardian representatives must be the current PTCA President.

The Governing Board shall be subject to the provisions of Open Meetings Law, O.C.G.A. § 50-14-1, and Inspection of Public Records Law. O.C.G.A. § 50-18-70.

Governing Board Structure

Member Group	Number of Reps	Term Length	Elected By
Parents/Guardians	9	2-Years staggered. The designated seats must include three representing grades K-2, and three representing grades 3-5. One of the representatives must be the current PTCA president.	Parent, Teacher, Community Association. Election will take place at the annual meeting of NCS to be held in April or May.
Immediate Past Chair	1	1 or 2 years, depending on the number of terms the next chair serves.	By virtue of position.
Teachers/Support Personnel	4	2-Years staggered. The designated seats must include one representing grades K-2 and one representing grades 3-5.	Parent, Teacher, Community Association. Election will take place at the annual meeting of NCS to be held in April or May.
Community Representatives	2	None	To be determined by GPNA and SAND.
Principal/Executive Director (ex-officio, non-voting)	1	None	By virtue of position
Chief Financial Officer (ex-officio, non-voting)	1	None	By virtue of position.

All members of the Governing Board shall serve staggered two-year terms with the exception of the principal, and the representatives from GPNA, SAND. Parent/guardian and teacher representatives shall serve no more than two consecutive terms. Parent/guardian and teacher representatives may serve on the board again after serving two consecutive terms provided they are off the board for a minimum of two years. The Governing Board will review the membership composition of Board committees and the school-wide subcommittees on an annual basis.

All instructional staff (teachers), other than those who are members of the Governing Board, must serve on at least one Board committee or school-wide subcommittee.

Any parent or teacher representative vacancy occurring on the Governing Board may be filled

by the affirmative vote of the parent, guardians, and staff of NCS.

A member elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. Any membership to be filled by reason of an increase in the number of members may be filled by the Governing Board, but only for a term of office continuing until the next annual meeting of members.

Section 4. Annual Meetings. An annual meeting of the members shall be held every April or May (the date, time, and place to be fixed by the Governing Board and notice given to all members, at least 3 weeks in advance.), for the purpose of electing members and for the transaction of such other business as may come before the meeting.

Section 5. Resignation. A member may resign at any time by giving written notice to the chair or chair-elect of NCS. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the officer, and the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Conflict of Interest. Members shall comply with ethics and conflict of interest provisions applicable to members of the Atlanta Board of Education. Governing Board members shall not participate in discussions or votes related to any Charter School business transactions or affairs which would cause an actual, or would give an appearance of, a conflict of interest.

Section 7. Order of Business. The order of business at all meetings shall be set by the board.

Section 8. Attendance. Board members are not allowed to miss more than two board meetings per year. If they miss more than two meetings the Board Chair will meet with them to discuss their participation. If they are unable to fulfill their responsibilities, they will be asked to step down.

ARTICLE IV. OFFICERS

Section 1. Number and Qualifications. The officers of NCS shall consist of a Chair, a Chair-elect, a Treasurer, a Recorder, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected by the Governing Board. The same individual may simultaneously hold more than one office of the Corporation.

Section 2. Election and Term of Office. The officers of NCS shall be elected by the Governing Board at its first meeting, except for the office of chair-elect

which shall be elected at the January meeting. Each officer shall hold office for a term of one year or until his successor has been duly elected and has qualified or until his earlier death, resignation or removal from office as hereinafter provided.

Section 3. Resignation, Removal and Vacancies. In the event that any one of the officers shall resign, such officer shall immediately cease to be an officer. Any such resignation shall be in writing and shall be delivered to either the Chair or Chair-elect. Any officer or agent may be removed by the Governing Board whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any

vacancy in any office for whatever reason shall be filled, within a reasonable period, for the unexpired portion of the term, by the Governing Board.

Section 4. Chair. The Chair shall be the principal executive officer of NCS and, subject to the general direction of the Governing Board, shall supervise and control the business and affairs of the Corporation. The Chair shall, when present, preside at all meetings of the Governing Board. The Chair or Chair-elect or both may sign, with the Recorder or any other proper officer of the Corporation thereunto authorized by the Governing Board, deeds, mortgages, bonds, contracts, or other instruments which the Governing Board has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Governing Board or by these Bylaws to some other officer or agent of the Corporation, or is required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the Governing Board from time to time. The Chair shall have authority to institute or defend legal proceedings when the members are deadlocked. An individual may serve as chair for two consecutive one-year terms, provided they are duly re-elected by the board. An individual may serve as Chair again after either their one year term or two consecutive terms, as long as they are off the board for a minimum of two years before serving again.

Section 5. Chair-elect. The Chair-elect shall: (a) assume duties of Chair in his/her absence; (b) assist Chair in planning meetings; (c) plan the annual meeting and/or board retreat; and, (d) serve as the chair of the Governing Board nominating committee.

Section 6. The Recorder. The Recorder shall: (a) keep the minutes of the proceedings of the Governing Board in one or more books provided for that purpose; (b) authenticate records of the Corporation; (c) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (d) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of NCS under its seal is duly authorized; (e) keep a register of the mailing address of each member which shall be furnished to the Recorder by such member; (f) in general perform all duties incident to the office of Recorder and such other duties as from time to time may be assigned to him/her by the chair or by the Governing Board and; (g) ensure that all board minutes are prepared for board review at each subsequent board meeting and thereafter made available to the school community.

Section 7. The Treasurer. The Treasurer shall work with the Chief Financial Officer of the school to: (a) keep correct and complete books and records of account for the Corporation; (b) have charge and custody of and be responsible for all funds and securities of the Corporation; (c) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of NCS in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article IV of these Bylaws; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chair or by the Governing Board. If there is no treasurer, all such functions shall be performed by the Chair and assisted by the Recorder.

Section 8. School Principal/Executive Director. The School Principal/Executive Director shall: (a) manage daily operations of school; (b) direct hiring and supervision of all school teaching and support staff and otherwise meet all criteria outlined in the School Principal's written job description; (c) ensure that the charter contract goals are being met; (d) report quarterly to the Board on charter compliance and progress toward meeting goals; (e) assist Chair with scheduling and setting agendas for meetings; (f) facilitate and implement Governing Board decisions; (g) act as liaison between school and district office; (h) provide knowledge of federal, state, and district policies/regulations; (i)

encourage bottom-up decision-making and participation by all; (j) facilitate and implement school's vision and goals; and (k) report to the Governing Board.

Section 9. Duties of all Governing Board Members. All Governing Board members shall:

1. gather and report Liaison Group concerns and ideas to the Board;
2. inform Liaison Group of Board decisions;
3. encourage teamwork within the group;
4. provide leadership in implementing the curriculum/vision/goals;
5. facilitate communication among members; and
6. provide oversight of the Principal/Executive Director to include participating in the annual performance and compensation review of the Principal/Executive Director.

ARTICLE V. COMMITTEES

Section 1. Governing Board Committees. The committees of the Governing Board are each chaired by a member of the Governing Board; the Chair is not permitted to chair committees. At its discretion each year, the Board may vote to create an Executive Committee, which will include at a minimum the chair, chair-elect (when such an officer is in place), past-chair, Finance Chair, Parent and Family Involvement chair, and Executive Director with the authority to handle urgent or routine issues raised by the School Principal during the period between regular monthly Board meetings. All meetings and decisions of the Executive Committee must be reported to the Board at the next regular meeting and any actions taken may be overruled by simple majority vote of the full Board.

The committees and their respective responsibilities are as follows:

Finance. Prepare annual budget for Board approval. Monitor budget compliance, all financial expenditures and revenues and other financial issues throughout the year. Recommend financial policies to the Board. Work with the Board, School Principal and other staff to establish financial goals and policies.

Finance chair will serve as Board treasurer and, in collaboration with the CFO and School Principal, prepare and present a report on current financial performance at each Board meeting.

Personnel. Develop and maintain hiring; grievance; transfer; evaluation, including the Executive Director/Principal evaluation; and other personnel procedures. Work with the School Principal and/or Board Chair in implementing these policies and hiring staff.

Parental and Family Involvement. Develop and provide oversight of the parent involvement plan and other parent and family volunteer programs and policies within the school. The PFI committee is responsible for tracking and analyzing volunteer activities and trends within the school; making recommendations about how to enhance the volunteer program; tracking and reporting family volunteer hours; assisting families who are struggling to meet their volunteer requirements; providing volunteer orientation and training; coordinating the cross-grade meetings each year, sharing the results of these meetings and making recommendations based on the information gained from them.

Section 2. Parent Teacher Community Association (PTCA). The PTCA coordinates parent, teacher, and community involvement within the school. The President of the PTCA will serve as a voting member of the Governing Board. The PTCA will define the association's specific goals and operating procedures each year and present them to the Governing Board for approval. The responsibilities of the PTCA will

include, at a minimum, fundraising for the school's general operating budget; school-wide volunteer coordination; extra-curricular activities including athletics, clubs, and after-school enrichment programs; and information sharing within the school and the greater community – including hosting and promoting PTCA and other school meetings and functions.

Section 3. School-wide Subcommittees. The following subcommittees are filled primarily by non-Governing Board members and will report regularly to the Governing Board. All instructional staff (teachers), other than the Governing Board members, must serve on at least one Board committee or school-wide subcommittee. Other staff, parents/guardians or family, community members, and Governing Board members are encouraged to serve on a committee.

Responsibilities of the standing subcommittees may be reduced or expanded by the Governing Board or upon recommendation of the particular subcommittee concerned and after discussion/approval by the Governing Board. Other committees may be established as the need arises. All subcommittees shall report to the Governing Board.

All subcommittees will meet on a specified regularly scheduled meeting date established at the beginning of the school year. The subcommittees shall meet a minimum of once a month. The board may appoint subcommittee chairs or the subcommittee may select its own chair. The subcommittee chair serves as the groups' representative to the Governing Board.

The subcommittees may include the following or others. The Governing Board will adopt, each year, committee operating procedures which will identify the committees to be in place for the year as well as operating processes for those committees.

Student Learning

Responsibilities of this subcommittee, which will be composed of a majority of teachers, will include but are not limited to:

1. gathering information and input about curriculum and curriculum issues including curriculum theory, curriculum development, curriculum assessment, goals and objectives, as well as school discipline;
2. coordinating the school's annual Curriculum Night as well as other functions to communicate and explain the school's curriculum to the families; and
3. collecting feedback from families about the curriculum at the school to share with the school administration and board.

Diversity Awareness & Initiatives

Responsibilities include but are not limited to:

1. gathering information and input about school-wide diversity;
2. recommending programs, initiatives or methods to recognize and celebrate and respond to the diversity in the school and community;
3. recommending processes, programs, and plans to improve culturally responsive practices within the school;
4. developing strategies to ensure that all community members receive constant and consistent information on school happenings in a culturally appropriate manner;
5. providing feedback to the entire school population concerning the results of subcommittee meetings; and
6. establishing task forces related to this subcommittee as needed.

Grant Writing

Responsibilities include but are not limited to:

1. identifying and applying for grants and other funding opportunities.

-
Building and Grounds Committee:

Responsibilities include but are not limited to:

1. maintaining the school building and grounds; and
2. managing the Health and Safety plan for the school.

-
-
-
Related Arts

Responsibilities include but are not limited to:

1. developing and implementing an arts, music, and physical education program within the school;
2. leading effort to integrate art and music from cultures represented within the school for recognition, exploration and celebration;
3. providing feedback to entire school population concerning results of subcommittee meetings; and
4. establishing task forces related to this subcommittee as needed.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Governing Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of NCS, and such authority may be general or may be confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of NCS, and no evidence of indebtedness shall be issued in its name, unless authorized by a resolution of the Governing Board. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of NCS shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall be determined from time to time by resolution of the Governing Board.

Section 4. Deposits. All funds of NCS not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Governing Board may select.

ARTICLE VII. FISCAL YEAR

The fiscal year of NCS shall end on the thirtieth of June in each year.

ARTICLE VIII. CORPORATE SEAL

The Governing Board shall provide a corporate seal which shall be circular in form and have inscribed thereon the name of NCS, the state of Incorporation, the words "Not For Profit," and the words "Corporate Seal." The seal of the Corporation may be affixed to any document executed by NCS, but the absence of the seal shall not impair the validity of the document or any action taken in pursuance thereof or in reliance thereon.

ARTICLE IX. WAIVER OF NOTICE

Whenever any notice is required to be given to any member of NCS under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Georgia Nonprofit Corporation Code, a waiver thereof may be made, whether before or after the times stated therein, in writing signed by the person or persons entitled to such notice and delivered to the Corporation for inclusion in the minutes or corporate records. Such written waiver shall be deemed equivalent to the giving of such notice.

ARTICLE X. AMENDMENTS

Section 1. Power to Amend Bylaws. The Governing Board shall have the power to alter, amend or repeal these Bylaws or adopt new bylaws, but any bylaws adopted by the Governing Board must be confirmed by the affirmative vote of the parents, guardians, and staff of NCS and must be consistent with the Articles of Incorporation of NCS and the laws of the State of Georgia.

Section 2. Conditions. Action by the Governing Board with respect to bylaws shall be taken by an affirmative vote of a majority of all members then holding office.

ARTICLE XI. EMERGENCY BYLAWS

The Emergency ByLaws provided in this Article XI shall be operative during any emergency in the conduct of the operations and affairs of NCS resulting from any catastrophic event because of which a quorum of the Corporation's members cannot be readily assembled, notwithstanding any different provision in the preceding Articles of these Bylaws or in the Articles of Incorporation of NCS or in the Georgia Nonprofit Corporation Code. To the extent not inconsistent with the provisions of this Article, the Bylaws provided in the preceding Articles shall remain in effect during such emergency and upon its termination the Emergency Bylaws shall cease to be operative.

During any such emergency:

(a) A meeting of the Governing Board may be called by any officer or member of NCS. Notice of the place, date and hour of the meeting shall be given by the person calling the meeting to such of the members as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

(b) At any such meeting of the Governing Board a quorum shall consist of one member and any other members available.

(c) Either before or during any such emergency, the Governing Board may provide and from time to time modify lines of succession in the event that during such an emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties.

These Emergency Bylaws shall be subject to repeal or change by further action of the Governing Board, but no officer, member, or employee acting in accordance with these Emergency Bylaws shall be liable for any corporate action taken in good faith. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

ARTICLE XII. INDEMNIFICATION

Section 1. Actions Against Officers and Members. Pursuant to the provisions set forth in Sections 3 and 4 of this Article, NCS shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a member, officer, employee or agent of the Corporation, or is or was serving at the request of NCS, as a member, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in a manner he reasonably believed in good faith to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, that the Corporation shall not indemnify a member, officer, employee or agent for any liability incurred in a proceeding in which the person is adjudged liable to the Corporation or is subjected to injunctive relief in favor of the Corporation: (a) for any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) for acts or omissions which involve intentional misconduct or a knowing violation of law; (c) for the types of liability set forth in Section 14-2-831 of the Official Code of Georgia Annotated; or (d) for any transaction from which he received an improper personal benefit. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did not act in a manner he reasonably believed to be in or not opposed to the best interests of the nonprofit Corporation, nor, with respect to any criminal action or proceeding, that the person did not have reasonable cause to believe that his conduct was lawful.

Section 2. Actions By Or In The Right Of The Corporation. Pursuant to the provisions set forth in Sections 3 and 4 of this Article, NCS shall indemnify and hold harmless any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit, by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a member, officer, employee or agent of the Corporation, or is or was serving at the request of NCS, as a member, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that the Corporation shall not indemnify a member, officer, employee or agent for any liability incurred in a proceeding in which the person is adjudged liable to the Corporation or is subjected to injunctive relief in favor of the Corporation: (a) for any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) for acts or omissions which involve intentional misconduct or a knowing violation of law; (c) for the types of liability set forth in Section 14-2-831 of the Official Code of Georgia Annotated; or (d) for any transaction from which he received an improper personal benefit.

Section 3. Expenses. To the extent that a member, officer, employee or agent of NCS has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination And Authorization. Except as provided in Section 3 of this

Article, and except as may be ordered by a court, any indemnification under Sections 1 and 2 of this Article shall be made by NCS only as authorized in the specific case upon a determination that indemnification of the member, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (1) by the Governing Board by a majority vote of a quorum consisting of members who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, by majority vote of a committee duly designated by the Governing Board, consisting solely of two or more members not at the time parties to the action, suit or proceeding, or (3) by special legal counsel employed by the Corporation for that purpose. Authorization of indemnification or an obligation to indemnify, and evaluation as to reasonableness of expenses, shall be made in the same manner as the determination that indemnification is permissible.

Section 5. Prepayment. Expenses incurred in defending or prosecuting a civil or criminal action, suit or proceeding may be paid by NCS in advance of the final disposition of such action, suit or proceeding as authorized by the Governing Board if: (a) the member, officer, employee or agent furnishes the Corporation a written affirmation of his good faith belief that his conduct merits indemnification under Section 1 or Section 2 of this Article; and (b) the member, officer, employee or agent furnishes the Corporation a written undertaking, executed personally on his behalf, to repay advances if it is ultimately determined that he is not entitled to indemnification pursuant to the laws of this State.

Section 6. Rights. The indemnification provided by this Article shall not be deemed exclusive of any other rights, with respect to indemnification or otherwise, to which those seeking indemnification may be entitled under any bylaw or resolution adopted or approved by a majority of the full Governing Board, both as to an action by a member, officer, employee or agent in his official capacity, and as to an action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be a member, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Insurance. NCS may purchase and maintain insurance on behalf of any person who is or was a member, officer, employee or agent of the Corporation, or is or was serving at the request of NCS as a member, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or incurred by him in that capacity, or arising from his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

Section 8. Mergers/Consolidations. For purposes of Sections 1 and 2 of this Article, reference to "the Corporation" or "NCS" shall include, in addition to the surviving or new Corporation, any merging or consolidating Corporation (including any merging or consolidating Corporation of a merging or consolidating Corporation) absorbed in a merger or consolidation with NCS so that any person who is or was a member, officer, employee or agent of such merging or consolidating Corporation, or is or was serving at the request of such merging or consolidating Corporation as a member, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provision of Sections 1 and 2 of this Article with respect to the Corporation as he would if he had served the Corporation in the same capacity. However, no indemnification under Sections 1 and 2 of this Article shall be mandatory without the approval of such indemnification by the Governing Board of NCS in the manner provided in Section 4 of this Article.

ARTICLE XIII. PAYMENTS TO MEMBERS AND OFFICERS

No part of the net income or profit of NCS, if any, shall be distributed to the members or officers.

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315
January 28, 2004

BY-LAW REVISIONS

Summary:

The NCS Governing Board has developed proposed revisions to the by-laws of Neighborhood Charter School, Inc. The by-laws are the written procedures under which the school is organized, and they establish the rules for how different NCS functions should occur. All corporations and non-profit organizations are legally required to have by-laws, and it is customary to update them periodically as an organization grows and changes.

The current NCS by-laws were written prior to the opening of Neighborhood Charter School, and were based on recommendations from our attorney, Mike Nations, of Nations, Toman & Nutter, and the by-laws of other successful non-profits. The current by-laws were approved at that time by our attorney and the state of Georgia, and again by the Internal Revenue Service when NCS went through the process of establishing its federal tax-exempt status. The current process to consider revisions to the by-laws is a recognition that as NCS has evolved from an idea into a real, functioning school some elements of the by-laws can be improved to make the school and our organization operate more efficiently.

The current by-laws and our charter with Atlanta Public Schools authorize the governing board to make revisions such as these. The by-law revision process began with recognition by last year's board that the bylaws needed to be updated. This year a committee composed of Chair-Elect Kevin Perry, Board Member David Rowe, Board Member Margaret Kaiser, and Past-Chair Michelle Blackmon was formed to propose revisions to the by-laws further. The committee has held two open discussion sessions about the by-laws and received feedback from several individuals. Much of this feedback has been incorporated into the proposed revisions that this memo discusses.

Key changes include increasing parent and staff representation on the Governing Board, changing the NCS fiscal year to match that of Atlanta Public Schools, clarifying the board's shared responsibility for oversight of the Executive Director, clarifying the roles of NCS committees, title changes and dates of elections. All the proposed changes are detailed below. The committee is confident that all of the proposals are consistent with the Charter Agreement between NCS and Atlanta Public Schools.

The primary purpose of all these changes is to incorporate into the school's written procedures some of the lessons NCS has learned over two years of operation, and in particular to increase opportunities for parental leadership on the board and committees that are so critical to the success of the school.

Final Authorization Process:

The proposed revised by-laws are being distributed again today (the current by-laws are available in the school office and on the school web-site: www.neighborhoodcharter.com). If you have comments or questions about the revisions please contact David Rowe at 404-966-1022 or renovations0544@yahoo.com or any other member of the by-law revision committee. The board has approved the changes and has recommended the proposed changes go to the full NCS community for approval. The vote on the bylaws will be held during the February 3rd PTCA meeting. The proposed effective date for the revised by-laws is March 1st.

The recommended changes in the by-laws are as follows:

Article III: Governing Board	
Section 2:	
<ul style="list-style-type: none"> Change total number of representatives from 13 to 18. This reflects the addition of two additional parent representatives, the past-chair, an additional staff representative, and reflects the principal's ex-officio status. 	Increases the level of direct parental and staff input into the governance of the school, and increases the number of board members available to serve as committee leaders and NCS officers
Section 3:	
<ul style="list-style-type: none"> Increase the number of parent representatives from grades K-2 from two to three; increase the number of parent representatives from grades 3-5 from two to three. Increase the number of staff representatives from 3 to 4. 	See above
<ul style="list-style-type: none"> Adds Past-Chair as a voting member for 1 year after term as chair 	Provides continuity in leadership
<ul style="list-style-type: none"> Specify that any parent/guardian or staff vacancy occurring on the governing board may be filled by a vote of the parent, guardians, and staff of NCS. 	Bylaws originally had conflicting direction on how to fill board vacancies; this change gives the NCS community that authority
<ul style="list-style-type: none"> Delete all references to the transition governing board which was in place prior to school opening and which no longer exists. 	
Governing Board Structure Chart:	
<ul style="list-style-type: none"> Reflect changes made above. 	
Section 4:	
<ul style="list-style-type: none"> Change date of annual meeting from June to April or May. 	Makes meeting more convenient to parents, by holding it during the school year
Section 5:	

<ul style="list-style-type: none"> • Change letter of resignation delivered to chair or chair-elect. 	
Section 6:	
<ul style="list-style-type: none"> • Allows the full board to establish standard order of business for board meetings 	Gives board and board chair more flexibility in setting agenda for meetings
Article IV: Officers:	
Section 1:	
<ul style="list-style-type: none"> • Title changes – vice-chair to chair-elect, secretary to recorder (these are changed throughout the remainder of the by-laws as well). 	Alters the titles of several board officers to more precisely reflect their roles on the board, i.e. clarifying that the Chair-Elect (Vice-Chair) is expected to become chair the following year
<ul style="list-style-type: none"> • Change to allow chair-elect and recorder to hold more than one office. 	Eliminates technicality that would have prevented the recorder or treasurer from ever becoming board chair
Section 2:	
<ul style="list-style-type: none"> • Change election of chair-elect to occur in January. 	Gives the board additional time each school year to select the chair elect for the upcoming year
Section 4:	
<ul style="list-style-type: none"> • Provide that an individual may serve as board chair more than once provided that there is a minimum two year break when they are not on the Governing Board. 	Ensures that no one person remains board chair for an extended period of time
Section 5:	
<ul style="list-style-type: none"> • Add that chair-elect has responsibility to plan the annual board meeting and/or retreat and to serve as the chair of the governing board nominating committee. 	Clarifies specific duties of the chair-elect and ensures that the annual nominating process is consistently overseen
Section 6:	
<ul style="list-style-type: none"> • Add statement of responsibility to Recorder to prepare minutes for next board meeting and make minutes available to the school community. 	Clarifies duties of recorder and ensures full access to the board minutes for the whole NCS community
Section 8:	
<ul style="list-style-type: none"> • Title change to reflect Principal/Executive Director’s full title. 	Eliminates inconsistency between Dr. Rosswurm’s title and the original bylaws
Section 9:	
<ul style="list-style-type: none"> • Delete requirement that all board members chair or serve on a 	This change will hopefully make it easier for more parents to consider serving a term

committee.	on the governing board
Article IV: Officers	
Section 9:	
<ul style="list-style-type: none"> Add the following points to the list of duties of all board members: <ul style="list-style-type: none"> responsibility for oversight of the Executive Director/Principal responsibility to participate in the performance and compensation evaluation of the Executive Director/Principal 	Ensures that all board members understand their role in providing oversight to the Executive Director/Principal and participate in the annual review of the Executive Director/Principal
Article V: Committees:	
Section 1:	
<ul style="list-style-type: none"> Delete reference to Personnel Chair and Board Chair providing sole management oversight of Principal. Add reference to Personnel Chair developing and maintaining personnel policies including the evaluation process for the Executive Director/Principal. 	Clarifies that the Personnel chair is responsible for overseeing the execution of NCS personnel policies and ensuring that the Executive Director/Principal receives an annual review. Personnel chair continues to participate in the review along with all board members
<ul style="list-style-type: none"> Merge or change the following board committees: 	No committees are eliminated, but based on the past two years experiences, several are merged for efficiency
<ol style="list-style-type: none"> Community Partnerships (merged into PTCA). 	Strengthens PTCA leadership of partnerships between NCS and community organizations
<ol style="list-style-type: none"> Development (merged with the Grant Writing Committee and the PTCA Fundraising Committee). Parent and Family Involvement 	Eliminates duplicate efforts of committees working on fundraising Assumes a greater policy role on issues related to parent and family involvement; merges into its work the School Climate SubCommittee
<ul style="list-style-type: none"> Define executive committee to include, at a minimum, chair, chair-elect, past-chair, Finance chair, and Parent and Family Involvement chair. 	Adds the immediate past-chair of the board is added to the Executive Committee to provide continuity in NCS leadership
Section 2:	
<ul style="list-style-type: none"> Broaden definition of PTCA. 	Increases the responsibilities of the PTCA for encouraging parental involvement and promoting community outreach by NCS
Section 3:	
<ul style="list-style-type: none"> Add statement allowing board to 	

appoint chairs of subcommittees.	
<ul style="list-style-type: none"> Merge and reorganize responsibilities of Sub-Committees to the following new subcommittee structure: 	These changes simplify the committee structure and avoid overlap of functions
1. Student Learning	Merges Curriculum and Instruction and Discipline Committees
2. Staff Development	Unchanged
3. Diversity Awareness and Initiatives	Unchanged
4. Grant Writing	Assumes Grant-Writing portion of Development committee responsibilities; NCS teachers will participate heavily in this process
5. Building and Grounds	New name for School Improvement committee, clarifying responsibilities for care and planning for physical plant
6. Media Resources	Creates a new committee assuming the work of the former Library and Technology Task Forces
7. Related Arts	New name for Arts and Music committee, which takes on the added responsibility of implementing physical education programs
Article XI:	
<ul style="list-style-type: none"> Add requirement for any by-law changes made by the governing board to be confirmed by a vote of the parent, guardians, and staff of NCS 	Ensures that the full NCS community has final decision on changes to our governing structure, such as these.
Article VIII:	
<ul style="list-style-type: none"> Change ending date of fiscal year to June 30th. 	Changes our calendar to correspond with Atlanta Public Schools

**BY-LAWS OF
NEIGHBORHOOD CHARTER SCHOOL, INC.**

ARTICLE I. OFFICES

The principal office of Neighborhood Charter School, Inc. (hereinafter referred to as the "corporation" or "NCS") shall be located in the State of Georgia.

ARTICLE II. GENERAL PURPOSE

The goal of the NCS is to operate a true neighborhood public school, one that is open and welcoming to all, which provides a quality education for our children and enjoys significant parental and community involvement. The school operates under a charter contract which was negotiated between the organizers who created and operate the school, and the Atlanta Board of Education.

ARTICLE III. GOVERNING BOARD

Section 1. General Powers. The business and affairs of NCS shall be managed under the direction of the Governing Board. The members shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they may deem proper, not inconsistent with NCS's Articles of Incorporation, these Bylaws, and the laws of this State.

Section 2. Number, Tenure, Vacancies, and Qualifications. The Governing Board shall consist of at least seventeen (18) members, which number shall be fixed from time to time by the Governing Board. Members shall be natural persons who are 18 years of age or older but need not be residents of the State of Georgia.

Section 3. Structure of the Governing Board. The Governing Board will include 16 voting members and one ex-officio member from the Neighborhood Charter School community. The membership of the Board will include:

1. Nine (9) parent or guardian representatives, including at least three parents/guardians with a child or children in grades K-2 and at least three parents/guardians with a child or children in grades 3-5.
2. One (1) immediate past-chair of the Governing Board. The past-chair will serve a one year term immediately following his/her term as chair. This may be in addition to the two-year term served as parent representative and chair.
3. One (1) Representative from Zoo Atlanta.
4. Four (4) teacher/support professionals (media, counselors) representatives with at least one teacher from grades K-2 and one teacher from grades 3-5.
5. Two (2) community representatives (1 from the Grant Park Neighborhood Association (GPNA) and 1 from South Atlantans for Neighborhood Development (SAND)).
6. The School Principal will serve as an ex-officio, non-voting member of the Board.

03-01-04

Governing Board members, except for the conservation/environmental organization, GPNA and SAND representatives, will be elected to staggered two-year terms by the Parent, Teacher, and Community Association (PTCA). Please see the table below for an overview. One of the parent/guardian representatives must be the current PTCA President.

The Governing Board shall be subject to the provisions of Open Meetings Law, O.C.G.A. § 50-14-1, and Inspection of Public Records Law. O.C.G.A. § 50-18-70.

Governing Board Structure

Member Group	Number of Reps	Term Length	Elected By
Parents/Guardians	9	2-Years staggered. The designated seats must include three representing grades K-2, and three representing grades 3-5.	Parent, Teacher, Community Association. Election will take place at the annual meeting of NCS to be held in April or May.
Zoo Atlanta.	1	One year, no limit on ability to be reappointed.	To be determined by Zoo Atlanta.
Teachers/Support Personnel	4	2-Years staggered. The designated seats must include one representing grades K-2 and one representing grades 3-5.	Parent, Teacher, Community Association. Election will take place at the annual meeting of NCS to be held in April or May.
Community Representatives	2	None	To be determined by GPNA and SAND.
Principal/Executive Director (ex-officio)	1	None	By virtue of position

All members of the Governing Board shall serve staggered two-year terms with the exception of the principal, and the representatives from GPNA, SAND and the conservation/environmental based organization. Parent/guardian and teacher representatives shall serve no more than two consecutive terms. Parent/guardian and teacher representatives may serve on the board again after serving two consecutive terms provided they are off the board for a minimum of two years. The Governing Board will review the membership composition of Board committees and the schoolwide subcommittees on an annual basis.

03-01-04

All instructional staff (teachers), other than those who are members of the Governing Board , must serve on at least one Board committee or school-wide subcommittee.

Any parent or teacher representative vacancy occurring on the Governing Board may be filled by the affirmative vote of the parent, guardians, and staff of NCS.

A member elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. Any membership to be filled by reason of an increase in the number of members may be filled by the Governing Board, but only for a term of office continuing until the next annual meeting of members.

Section 4. Annual Meetings. An annual meeting of the members shall be held every April or May (the date, time, and place to be fixed by the Governing Board and notice given to all members, at least 3 weeks in advance.), for the purpose of electing members and for the transaction of such other business as may come before the meeting.

Section 5. Resignation. A member may resign at any time by giving written notice to the chair or chair-elect of NCS. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the officer, and the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Order of Business. The order of business at all meetings shall be set by the board.

ARTICLE IV. OFFICERS

Section 1. Number and Qualifications. The officers of NCS shall consist of a Chair, a Chair-elect, a Treasurer, a Recorder, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected by the Governing Board. The same individual may simultaneously hold more than one office of the corporation.

Section 2. Election and Term of Office. The officers of NCS shall be elected by the Governing Board at its first meeting, except for the office of chair-elect which shall be elected at the January meeting. Each officer shall hold office for a term of one year or until his successor has been duly elected and has qualified or until his earlier death, resignation or removal from office as hereinafter provided.

Section 3. Resignation, Removal and Vacancies. In the event that any one of the officers shall resign, such officer shall immediately cease to be an officer. Any such resignation shall be in writing and shall be delivered to either the Chair or Chair-elect. Any officer or agent may be removed by the Governing Board whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy in any office for whatever reason may be filled, for the unexpired portion of the term, by the Governing Board.

Section 4. Chair. The Chair shall be the principal executive officer of NCS and, subject to the general direction of the Governing Board, shall supervise and control the

03-01-04

business and affairs of the corporation. The Chair shall, when present, preside at all meetings of the Governing Board. The Chair or Chair-elect or both may sign, with the Recorder or any other proper officer of the corporation thereunto authorized by the Governing Board, deeds, mortgages, bonds, contracts, or other instruments which the Governing Board has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Governing Board or by these Bylaws to some other officer or agent of the corporation, or is required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the Governing Board from time to time. The Chair shall have authority to institute or defend legal proceedings when the members are deadlocked. An individual may serve as Chair again as long as they are off the board for a minimum of two years before serving again.

Section 5. Chair-elect. The Chair-elect shall: (a) assume duties of Chair in his/her absence; (b) assist Chair in planning meetings; (c) plan the annual meeting and/or board retreat; and, (d) serve as the chair of the Governing Board nominating committee.

Section 6. The Recorder. The Recorder shall: (a) keep the minutes of the proceedings of the Governing Board in one or more books provided for that purpose; (b) authenticate records of the corporation; (c) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (d) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of NCS under its seal is duly authorized; (e) keep a register of the mailing address of each member which shall be furnished to the Recorder by such member; (f) in general perform all duties incident to the office of Recorder and such other duties as from time to time may be assigned to him/her by the chair or by the Governing Board and; (g) ensure that all board minutes are prepared for board review at each subsequent board meeting and thereafter made available to the school community.

Section 7. The Treasurer. The Treasurer shall: (a) keep correct and complete books and records of account for the corporation; (b) have charge and custody of and be responsible for all funds and securities of the corporation; (c) receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of NCS in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article IV of these Bylaws; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chair or by the Governing Board. If there is no treasurer, all such functions shall be performed by the Chair and assisted by the Recorder.

Section 8. School Principal/Executive Director. The School Principal/Executive Director shall: (a) Manage daily operations of school; (b) Direct hiring and supervision of all school teaching and support staff and otherwise meet all criteria outlined in the School Principal's written job description; (c) Ensure that the charter contract goals are being meet; (d) Report quarterly to the Board on charter compliance and progress toward meeting goals; (e) Assist Chair with scheduling and setting agendas for meetings; (f) Facilitate and implement Governing Board decisions; (g)

03-01-04

Act as liaison between school and district office; (h) Provide knowledge of federal, state, and district policies/regulations; (i) Encourage bottom-up decision-making and participation by all; (j) Facilitate and implement school's vision and goals; (k) Report to the Governing Board.

Section 9. Duties of all Governing Board Members. All Governing Board members shall:

1. Gather and report Liaison Group concerns and ideas to the Board.
2. Inform Liaison Group of Board decisions.
3. Encourage teamwork within the group.
4. Provide leadership in implementing the curriculum/vision/goals.
5. Facilitate communication among members.
6. Provide oversight of the Principal/Executive Director to include participating in the annual performance and compensation review of the Principal/Executive Director.

ARTICLE V. COMMITTEES

Section 1. Governing Board Committees. The committees of the Governing Board are each chaired by a member of the Governing Board; the Chair is not permitted to chair committees. At its discretion each year, the Board may vote to create an Executive Committee, which will include at a minimum the chair, chair-elect, past-chair, Finance Chair, and Parent and Family Involvement chair with the authority to handle urgent or routine issues raised by the School Principal during the period between regular monthly Board meetings. All meetings and decisions of the Executive Committee must be reported to the Board at the next regular meeting and any actions taken may be overruled by simple majority vote of the full Board.

The committees and their respective responsibilities are as follows:

Finance. Prepare annual budget for Board approval. Monitor budget compliance, all financial expenditures and revenues and other financial issues throughout the year. Recommend financial policies to the Board. Work with the Board, School Principal and other staff to establish financial goals and policies. Finance chair will serve as Board treasurer and, in collaboration with the School Principal, prepare and present a report on current financial performance at each Board meeting.

Personnel. Develop and maintain hiring; grievance; transfer; evaluation, including the Executive Director/Principal evaluation; and other personnel procedures. Work with the School Principal and/or Board Chair in implementing these policies and hiring staff.

Parental and Family Involvement. Develops and provides oversight of the parent involvement plan and other parent and family volunteer programs and policies within the school. The PFI committee is responsible for tracking and

03-01-04

analyzing volunteer activities and trends within the school; making recommendations about how to enhance the volunteer program; tracking and reporting family volunteer hours; assisting families who are struggling to meet their volunteer requirements; providing volunteer orientation and training; coordinating the cross-grade meetings each year, sharing the results of these meetings and making recommendations based on the information gained from them.

Section 2. Parent Teacher Community Association (PTCA). The PTCA coordinates parent, teacher, and community involvement within the school. The President of the PTCA will serve as a voting member of the Governing Board. The officers of the PTCA will include a President; several Vice-presidents – each with a specific area of responsibility; a secretary; and a treasurer (the same individual may serve as both the secretary and treasurer). The officers will be elected to the PTCA during the annual meeting. No later than January, the PTCA officers will elect one of its Vice-presidents to serve as the PTCA president-elect. Within these parameters, the officers of the PTCA will further define the association's specific structure and operating procedures each year and present them to the Governing Board for approval. The responsibilities of the PTCA will include, at a minimum, fundraising for the school's general operating budget; school-wide volunteer coordination; extra-curricular activities including athletics, clubs, and after-school enrichment programs; development and oversight of the community partnership plan; and information sharing within the school and the greater community – including hosting and promoting PTCA and other school meetings and functions.

Section 3. Schoolwide Subcommittees. The following subcommittees are filled primarily by non-Governing Board members and will report regularly to the Governing Board. All instructional staff (teachers), other than the Governing Board members, must serve on at least one Board committee or school-wide subcommittee. Other staff, parents/guardians or family, community members, and Governing Board members are encouraged to serve on a committee.

Responsibilities of the standing subcommittees may be reduced or expanded by the Governing Board or upon recommendation of the particular subcommittee concerned and after discussion/approval by the Governing Board. Other committees may be established as the need arises. All subcommittees shall report to the Governing Board. All subcommittees will meet on a specified regularly scheduled meeting date established at the beginning of the school year. The subcommittees shall meet a minimum of once a month. The board may appoint subcommittee chairs or the subcommittee may select its own chair. The subcommittee chair serves as the groups' representative to the Governing Board.

The subcommittees may include the following or others. The Governing Board will adopt, each year, committee operating procedures which will identify the committees to be in place for the year as well as operating processes for those committees.

Student Learning

Responsibilities of this subcommittee, which will be composed of a majority of

teachers, will include but are not limited to:

1. Gathering information and input about curriculum and curriculum issues including curriculum theory, curriculum development, curriculum assessment, goals and objectives, as well as school discipline;
2. Coordinating the school's annual Curriculum Night as well as other functions to communicate and explain the school's curriculum to the families;
3. Collecting feedback from families about the curriculum at the school to share with the school administration and board.

Staff Development

Responsibilities include but are not limited to:

1. gathering information and input about staff development interests and needs;
2. making recommendations of staff-wide staff development activities;
3. monitoring of staff stress and workload, and investigating ways to manage or reduce staff stress;
4. identifying diversity training opportunities for all staff;
5. examining professional development opportunities for staff other than instructional staff and making recommendations about same to Governing Board;
6. identifying resources (within and outside the school) which would address staff development needs and reporting findings to the staff;
7. providing feedback to the entire school population concerning the results of committee meetings;
8. establishing task forces related to this committee as needed.

Diversity Awareness & Initiatives

Responsibilities include but are not limited to:

1. gathering information and input about school-wide diversity;
2. recommending programs, initiatives or methods to recognize and celebrate and respond to the diversity in the school and community;
3. recommending processes, programs, and plans to improve culturally responsive practices within the school;
4. developing strategies to ensure that all community members receive constant and consistent information on school happenings in a culturally appropriate manner;
5. providing feedback to the entire school population concerning the results of subcommittee meetings;
6. establishing task forces related to this subcommittee as needed.

Grant Writing

Responsibilities include but are not limited to:

1. Identifying and applying for grants and other funding opportunities.

Building and Grounds Committee:

Responsibilities include but are not limited to:

03-01-04

1. Maintaining the school building and grounds
2. Managing the Health and Safety plan for the school

Media Resources Committee:

Responsibilities include but are not limited to:

1. Supporting the media center and technology needs of the school.
2. Establishing and maintaining a school technology plan that will be approved by the Board annually.

Related Arts

Responsibilities include but are not limited to:

1. developing and implementing an arts, music, and physical education program within the school;
2. leading effort to integrate art and music from cultures represented within the school for recognition, exploration and celebration;
3. providing feedback to entire school population concerning results of subcommittee meetings;
4. establishing task forces related to this subcommittee as needed.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Governing Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of NCS, and such authority may be general or may be confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of NCS, and no evidence of indebtedness shall be issued in its name, unless authorized by a resolution of the Governing Board. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of NCS shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall be determined from time to time by resolution of the Governing Board.

Section 4. Deposits. All funds of NCS not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Governing Board may select.

ARTICLE VII. FISCAL YEAR

The fiscal year of NCS shall end on the thirtieth of June in each year.

ARTICLE VIII. CORPORATE SEAL

The Governing Board shall provide a corporate seal which shall be circular in form and have inscribed thereon the name of NCS, the state of incorporation, the words "Not For Profit," and the words "Corporate Seal." The seal of the corporation may be affixed to any document executed by NCS, but the absence of the seal shall not impair the validity

of the document or any action taken in pursuance thereof or in reliance thereon.

ARTICLE IX. WAIVER OF NOTICE

Whenever any notice is required to be given to any member of NCS under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Georgia Nonprofit Corporation Code, a waiver thereof may be made, whether before or after the times stated therein, in writing signed by the person or persons entitled to such notice and delivered to the corporation for inclusion in the minutes or corporate records. Such written waiver shall be deemed equivalent to the giving of such notice.

ARTICLE X. AMENDMENTS

Section 1. Power to Amend Bylaws. The Governing Board shall have the power to alter, amend or repeal these Bylaws or adopt new bylaws, but any bylaws adopted by the Governing Board must be confirmed by the affirmative vote of the parents, guardians, and staff of NCS and must be consistent with the Articles of Incorporation of NCS and the laws of the State of Georgia.

Section 2. Conditions. Action by the Governing Board with respect to bylaws shall be taken by an affirmative vote of a majority of all members then holding office.

ARTICLE XI. EMERGENCY BYLAWS

The Emergency ByLaws provided in this Article XI shall be operative during any emergency in the conduct of the operations and affairs of NCS resulting from any catastrophic event because of which a quorum of the corporation's members cannot be readily assembled, notwithstanding any different provision in the preceding Articles of these Bylaws or in the Articles of Incorporation of NCS or in the Georgia Nonprofit Corporation Code. To the extent not inconsistent with the provisions of this Article, the Bylaws provided in the preceding Articles shall remain in effect during such emergency and upon its termination the Emergency Bylaws shall cease to be operative.

During any such emergency:

(a) A meeting of the Governing Board may be called by any officer or member of NCS. Notice of the place, date and hour of the meeting shall be given by the person calling the meeting to such of the members as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

(b) At any such meeting of the Governing Board a quorum shall consist of one member and any other members available.

(c) Either before or during any such emergency, the Governing Board may provide and from time to time modify lines of succession in the event that during such an emergency any or all officers or agents of the corporation shall for any reason be rendered incapable of discharging their duties.

These Emergency Bylaws shall be subject to repeal or change by further action of the Governing Board, but no officer, member, or employee acting in accordance with

03-01-04

these Emergency Bylaws shall be liable for any corporate action taken in good faith. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

ARTICLE XII. INDEMNIFICATION

Section 1. Actions Against Officers and Members. Pursuant to the provisions set forth in Sections 3 and 4 of this Article, NCS shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a member, officer, employee or agent of the corporation, or is or was serving at the request of NCS, as a member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in a manner he reasonably believed in good faith to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, that the corporation shall not indemnify a member, officer, employee or agent for any liability incurred in a proceeding in which the person is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation: (a) for any appropriation, in violation of his duties, of any business opportunity of the corporation; (b) for acts or omissions which involve intentional misconduct or a knowing violation of law; (c) for the types of liability set forth in Section 14-2-831 of the Official Code of Georgia Annotated; or (d) for any transaction from which he received an improper personal benefit. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did not act in a manner he reasonably believed to be in or not opposed to the best interests of the nonprofit corporation, nor, with respect to any criminal action or proceeding, that the person did not have reasonable cause to believe that his conduct was lawful.

Section 2. Actions By Or In The Right Of The Corporation. Pursuant to the provisions set forth in Sections 3 and 4 of this Article, NCS shall indemnify and hold harmless any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit, by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a member, officer, employee or agent of the corporation, or is or was serving at the request of NCS, as a member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; provided, however, that the corporation shall not indemnify a member, officer, employee or agent for any liability incurred in a proceeding in which the person is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation: (a) for any appropriation, in violation of his duties, of any business opportunity of the corporation; (b) for acts or omissions which

03-01-04

involve intentional misconduct or a knowing violation of law; (c) for the types of liability set forth in Section 14-2-831 of the Official Code of Georgia Annotated; or (d) for any transaction from which he received an improper personal benefit.

Section 3. Expenses. To the extent that a member, officer, employee or agent of NCS has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination And Authorization. Except as provided in Section 3 of this Article, and except as may be ordered by a court, any indemnification under Sections 1 and 2 of this Article shall be made by NCS only as authorized in the specific case upon a determination that indemnification of the member, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (1) by the Governing Board by a majority vote of a quorum consisting of members who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, by majority vote of a committee duly designated by the Governing Board, consisting solely of two or more members not at the time parties to the action, suit or proceeding, or (3) by special legal counsel employed by the corporation for that purpose. Authorization of indemnification or an obligation to indemnify, and evaluation as to reasonableness of expenses, shall be made in the same manner as the determination that indemnification is permissible.

Section 5. Prepayment. Expenses incurred in defending or prosecuting a civil or criminal action, suit or proceeding may be paid by NCS in advance of the final disposition of such action, suit or proceeding as authorized by the Governing Board if: (a) the member, officer, employee or agent furnishes the corporation a written affirmation of his good faith belief that his conduct merits indemnification under Section 1 or Section 2 of this Article; and (b) the member, officer, employee or agent furnishes the corporation a written undertaking, executed personally on his behalf, to repay advances if it is ultimately determined that he is not entitled to indemnification pursuant to the laws of this State.

Section 6. Rights. The indemnification provided by this Article shall not be deemed exclusive of any other rights, with respect to indemnification or otherwise, to which those seeking indemnification may be entitled under any bylaw or resolution adopted or approved by a majority of the full Governing Board, both as to an action by a member, officer, employee or agent in his official capacity, and as to an action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be a member, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Insurance. NCS may purchase and maintain insurance on behalf of any person who is or was a member, officer, employee or agent of the corporation, or is or was serving at the request of NCS as a member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or incurred by him in that capacity, or arising from his status as such, whether or not the corporation would have the power to indemnify him against such

03-01-04

liability under the provisions of this Article.

Section 8. Mergers/Consolidations. For purposes of Sections 1 and 2 of this Article, reference to "the corporation" or "NCS" shall include, in addition to the surviving or new corporation, any merging or consolidating corporation (including any merging or consolidating corporation of a merging or consolidating corporation) absorbed in a merger or consolidation with NCS so that any person who is or was a member, officer, employee or agent of such merging or consolidating corporation, or is or was serving at the request of such merging or consolidating corporation as a member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provision of Sections 1 and 2 of this Article with respect to the corporation as he would if he had served the corporation in the same capacity. However, no indemnification under Sections 1 and 2 of this Article shall be mandatory without the approval of such indemnification by the Governing Board of NCS in the manner provided in Section 4 of this Article.

ARTICLE XIII. PAYMENTS TO MEMBERS AND OFFICERS

No part of the net income or profit of NCS, if any, shall be distributed to the members or officers.

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315
October 31, 2006

BY-LAW REVISIONS

Summary:

The Neighborhood Charter School Governing Board has developed proposed revisions to the by-laws of Neighborhood Charter School, Inc. The by-laws are the written procedures under which the school is organized, and they establish the rules for how various Neighborhood Charter School functions should occur. All corporations and non-profit organizations are legally required to have by-laws, and it is customary to update them periodically as an organization grows and changes.

The current Neighborhood Charter School by-laws were last revised in January, 2004. The proposed revision is being performed in conjunction with the charter renewal process. All by-law revisions are first approved by the Governing Board, then the full school community, and are then forwarded to our attorney, Mike Nations, of Nations, Toman & McKnight, for final review.

Final Authorization Process:

The proposed changes to the By-laws are outlined below. Full copies of both the current and proposed by-laws are available in the school office and on the school web-site: www.neighborhoodcharter.com. If you have questions about the revisions, please contact Michelle Blackmon at 404-525-1866 or michelleblackmon@comcast.net; Lesa Hope, or Dr. Rosswurm.

The Governing Board voted on these proposed by-laws at the 9-27-06 board meeting. As they have been ratified by the board, the proposed by-laws will be presented to the full NCS community for approval. **The full school community vote on the bylaws will be held during the 11-02-06 PTCA meeting.** The proposed effective date for the revised by-laws is 11-02-06.

The recommended changes in the by-laws are as follows:

Article III: Governing Board	
Section 2: Number, Tenure, Vacancies, and Qualifications	
The number of Governing Board members has been increased by one, from 17 to 18 members.	Reflects new requirement by the Georgia Department of Education for a charter school's Chief Financial Officer (CFO) to serve on the school's Governing Board.
Section 3: Structure of the Governing Board	
1. The number of ex-officio board members has been increased from one to two.	1. Reflects new requirement for a charter school's CFO to serve on the school's Governing Board.

<ol style="list-style-type: none"> 2. All references to a Zoo Atlanta representative on the Governing Board have been removed. 3. Position of Chief Financial Officer has been added as an ex-officio, non-voting member of the board. 4. An attendance section, section 8, has been added outlining the expectation for board members' attendance at board meetings. 	<ol style="list-style-type: none"> 2. NCS continues to work with Zoo Atlanta programmatically, but the Zoo is not active in the governance of the school. 3. The Georgia Department of Education now requires that the CFO of a charter school serve on its governing board. 4. Attendance at board meetings is critical for members to fulfill their responsibilities to the governing board. This section provides clear attendance expectations.
Article IV: Officers	
Section 4: Chair	
Added that an individual may serve two consecutive one-year terms as board chair provided they are duly re-elected by the governing board.	Provides continuity in leadership. (This change has already been approved by the PTCA, this is a language update only).
Section 7: Treasurer	
Inserted statement that the Treasurer works with the Chief Financial Officer (CFO) of the school to perform the functions of Treasurer.	NCS now has a staff position of CFO. This position has been added to ensure continued sound fiscal management at NCS. The Treasurer and CFO will work closely together on the financial issues of the school.
Article V - Committees	
Section 1 – Governing Board Committees	
Clarified that there may be year's when the executive committee of the board does not include a Chair-elect.	Due to the change allowing the chair to serve two consecutive terms, there may be years when there is not a chair-elect on the board. In these cases no such individual will be on the executive committee of the board.
Section 2: PTCA:	
<ol style="list-style-type: none"> 1. Removed references to PTCA Vice-presidents. 2. Removed reference to a "community partnership plan." 	<ol style="list-style-type: none"> 1. Allows PTCA more flexibility to structure itself as best appropriate each year. 2. The PTCA does not oversee a "community partnership plan." Community partnerships are integrated into other PTCA functions and in the daily operations of the school.
Section 3: School-wide Subcommittees	
Deleted the following committees: <ul style="list-style-type: none"> ○ Staff Development ○ Media Resources 	The functions of these committees are incorporated into the daily operations of the school.

**BY-LAWS OF
NEIGHBORHOOD CHARTER SCHOOL, INC.**

ARTICLE I. OFFICES

The principal office of Neighborhood Charter School, Inc. (hereinafter referred to as the "Corporation" or "NCS") shall be located in the State of Georgia.

ARTICLE II. GENERAL PURPOSE

The goal of the NCS is to operate a true neighborhood public school, one that is open and welcoming to all, which provides a quality education for our children and enjoys significant parental and community involvement. The school operates under a charter contract which was negotiated between the organizers who created and operate the school, and the Atlanta Board of Education.

ARTICLE III. GOVERNING BOARD

Section 1. General Powers. The business and affairs of NCS shall be managed under the direction of the Governing Board. The members shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they may deem proper, not inconsistent with NCS's Articles of Incorporation, these Bylaws, and the laws of this State.

Section 2. Number, Tenure, Vacancies, and Qualifications. The Governing Board shall consist of at least eighteen (18) members, which number shall be fixed from time to time by the Governing Board. Members shall be natural persons who are 18 years of age or older but need not be residents of the State of Georgia.

Section 3. Structure of the Governing Board. The Governing Board will include 16 voting members and two ex-officio member from the Neighborhood Charter School community. The membership of the Board will include:

1. Nine (9) parent or guardian representatives, including at least three parents/guardians with a child or children in grades K-2 and at least three parents/guardians with a child or children in grades 3-5. One parent representative must be the PTCA president.
2. One (1) immediate past-chair of the Governing Board. The past-chair will serve a one or two year term immediately following his/her term as chair, depending on the number of terms the next chair serves. This may be in addition to the two-year term served as parent representative and chair.
3. Four (4) teacher/support professionals (media, counselors) representatives with at least one teacher from grades K-2 and one teacher from grades 3-5.
4. Two (2) community representatives: 1 from the Grant Park Neighborhood Association (GPNA) and 1 from South Atlantans for Neighborhood Development (SAND).
5. The School Principal will serve as an ex-officio, non-voting member of the Board.
6. The Chief Financial Officer will serve as an ex-officio, non-voting member of the

Board.

Governing Board members, except for the GPNA and SAND representatives, will be elected to staggered two-year terms by the Parent, Teacher, and Community Association (PTCA). Please see the table below for an overview. One of the parent/guardian representatives must be the current PTCA President.

The Governing Board shall be subject to the provisions of Open Meetings Law, O.C.G.A. § 50-14-1, and Inspection of Public Records Law. O.C.G.A. § 50-18-70.

Governing Board Structure

Member Group	Number of Reps	Term Length	Elected By
Parents/Guardians	9	2-Years staggered. The designated seats must include three representing grades K-2, and three representing grades 3-5. One of the representatives must be the current PTCA president.	Parent, Teacher, Community Association. Election will take place at the annual meeting of NCS to be held in April or May.
Immediate Past Chair	1	1 or 2 years, depending on the number of terms the next chair serves.	By virtue of position.
Teachers/Support Personnel	4	2-Years staggered. The designated seats must include one representing grades K-2 and one representing grades 3-5.	Parent, Teacher, Community Association. Election will take place at the annual meeting of NCS to be held in April or May.
Community Representatives	2	None	To be determined by GPNA and SAND.
Principal/Executive Director (ex-officio, non-voting)	1	None	By virtue of position
Chief Financial Officer (ex-officio, non-voting)	1	None	By virtue of position.

All members of the Governing Board shall serve staggered two-year terms with the exception of the principal, and the representatives from GPNA, SAND. Parent/guardian

and teacher representatives shall serve no more than two consecutive terms. Parent/guardian and teacher representatives may serve on the board again after serving two consecutive terms provided they are off the board for a minimum of two years. The Governing Board will review the membership composition of Board committees and the school-wide subcommittees on an annual basis.

All instructional staff (teachers), other than those who are members of the Governing Board, must serve on at least one Board committee or school-wide subcommittee.

Any parent or teacher representative vacancy occurring on the Governing Board may be filled by the affirmative vote of the parent, guardians, and staff of NCS.

A member elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. Any membership to be filled by reason of an increase in the number of members may be filled by the Governing Board, but only for a term of office continuing until the next annual meeting of members.

Section 4. Annual Meetings. An annual meeting of the members shall be held every April or May (the date, time, and place to be fixed by the Governing Board and notice given to all members, at least 3 weeks in advance.), for the purpose of electing members and for the transaction of such other business as may come before the meeting.

Section 5. Resignation. A member may resign at any time by giving written notice to the chair or chair-elect of NCS. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the officer, and the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Conflict of Interest. Members shall comply with ethics and conflict of interest provisions applicable to members of the Atlanta Board of Education. Governing Board members shall not participate in discussions or votes related to any Charter School business transactions or affairs which would cause an actual, or would give an appearance of, a conflict of interest.

Section 7. Order of Business. The order of business at all meetings shall be set by the board.

Section 8. Attendance. Board members are not allowed to miss more than two board meetings per year. If they miss more than two meetings the Board Chair will meet with them to discuss their participation. If they are unable to fulfill their responsibilities, they will be asked to step down.

ARTICLE IV. OFFICERS

Section 1. Number and Qualifications. The officers of NCS shall consist of a Chair, a Chair-elect, a Treasurer, a Recorder, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected by the Governing Board. The same individual may simultaneously hold more than one office of the Corporation.

Section 2. Election and Term of Office. The officers of NCS shall be elected by the Governing Board at its first meeting, except for the office of chair-elect

which shall be elected at the January meeting. Each officer shall hold office for a term of one year or until his successor has been duly elected and has qualified or until his earlier death, resignation or removal from office as hereinafter provided.

Section 3. Resignation, Removal and Vacancies. In the event that any one of the officers shall resign, such officer shall immediately cease to be an officer. Any such resignation shall be in writing and shall be delivered to either the Chair or Chair-elect. Any officer or agent may be removed by the Governing Board whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy in any office for whatever reason shall be filled, within a reasonable period, for the unexpired portion of the term, by the Governing Board.

Section 4. Chair. The Chair shall be the principal executive officer of NCS and, subject to the general direction of the Governing Board, shall supervise and control the business and affairs of the Corporation. The Chair shall, when present, preside at all meetings of the Governing Board. The Chair or Chair-elect or both may sign, with the Recorder or any other proper officer of the Corporation thereunto authorized by the Governing Board, deeds, mortgages, bonds, contracts, or other instruments which the Governing Board has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Governing Board or by these Bylaws to some other officer or agent of the Corporation, or is required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the Governing Board from time to time. The Chair shall have authority to institute or defend legal proceedings when the members are deadlocked. An individual may serve as chair for two consecutive one-year terms, provided they are duly re-elected by the board. An individual may serve as Chair again after either their one year term or two consecutive terms, as long as they are off the board for a minimum of two years before serving again.

Section 5. Chair-elect. The Chair-elect shall: (a) assume duties of Chair in his/her absence; (b) assist Chair in planning meetings; (c) plan the annual meeting and/or board retreat; and, (d) serve as the chair of the Governing Board nominating committee.

Section 6. The Recorder. The Recorder shall: (a) keep the minutes of the proceedings of the Governing Board in one or more books provided for that purpose; (b) authenticate records of the Corporation; (c) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (d) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of NCS under its seal is duly authorized; (e) keep a register of the mailing address of each member which shall be furnished to the Recorder by such member; (f) in general perform all duties incident to the office of Recorder and such other duties as from time to time may be

assigned to him/her by the chair or by the Governing Board and; (g) ensure that all board minutes are prepared for board review at each subsequent board meeting and thereafter made available to the school community.

Section 7. The Treasurer. The Treasurer shall work with the Chief Financial Officer of the school to: (a) keep correct and complete books and records of account for the Corporation; (b) have charge and custody of and be responsible for all funds and securities of the Corporation; (c) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of NCS in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article IV of these Bylaws; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chair or by the Governing Board. If there is no treasurer, all such functions shall be performed by the Chair and assisted by the Recorder.

Section 8. School Principal/Executive Director. The School Principal/Executive Director shall: (a) manage daily operations of school; (b) direct hiring and supervision of all school teaching and support staff and otherwise meet all criteria outlined in the School Principal's written job description; (c) ensure that the charter contract goals are being met; (d) report quarterly to the Board on charter compliance and progress toward meeting goals; (e) assist Chair with scheduling and setting agendas for meetings; (f) facilitate and implement Governing Board decisions; (g) act as liaison between school and district office; (h) provide knowledge of federal, state, and district policies/regulations; (i) encourage bottom-up decision-making and participation by all; (j) facilitate and implement school's vision and goals; and (k) report to the Governing Board.

Section 9. Duties of all Governing Board Members. All Governing Board members shall:

1. gather and report Liaison Group concerns and ideas to the Board;
2. inform Liaison Group of Board decisions;
3. encourage teamwork within the group;
4. provide leadership in implementing the curriculum/vision/goals;
5. facilitate communication among members; and
6. provide oversight of the Principal/Executive Director to include participating in the annual performance and compensation review of the Principal/Executive Director.

ARTICLE V. COMMITTEES

Section 1. Governing Board Committees. The committees of the Governing Board are each chaired by a member of the Governing Board; the Chair is not permitted to chair committees. At its discretion each year, the Board may vote to create an Executive Committee, which will include at a minimum the chair, chair-elect (when such an officer is in place), past-chair, Finance Chair, Parent and Family Involvement chair, and Executive Director with the authority to handle urgent or routine issues raised by the School Principal during the period between regular monthly Board meetings. All

meetings and decisions of the Executive Committee must be reported to the Board at the next regular meeting and any actions taken may be overruled by simple majority vote of the full Board.

The committees and their respective responsibilities are as follows:

Finance. Prepare annual budget for Board approval. Monitor budget compliance, all financial expenditures and revenues and other financial issues throughout the year. Recommend financial policies to the Board. Work with the Board, School Principal and other staff to establish financial goals and policies. Finance chair will serve as Board treasurer and, in collaboration with the CFO and School Principal, prepare and present a report on current financial performance at each Board meeting.

Personnel. Develop and maintain hiring; grievance; transfer; evaluation, including the Executive Director/Principal evaluation; and other personnel procedures. Work with the School Principal and/or Board Chair in implementing these policies and hiring staff.

Parental and Family Involvement. Develop and provide oversight of the parent involvement plan and other parent and family volunteer programs and policies within the school. The PFI committee is responsible for tracking and analyzing volunteer activities and trends within the school; making recommendations about how to enhance the volunteer program; tracking and reporting family volunteer hours; assisting families who are struggling to meet their volunteer requirements; providing volunteer orientation and training; coordinating the cross-grade meetings each year, sharing the results of these meetings and making recommendations based on the information gained from them.

Section 2. Parent Teacher Community Association (PTCA). The PTCA coordinates parent, teacher, and community involvement within the school. The President of the PTCA will serve as a voting member of the Governing Board. The PTCA will define the association's specific goals and operating procedures each year and present them to the Governing Board for approval. The responsibilities of the PTCA will include, at a minimum, fundraising for the school's general operating budget; school-wide volunteer coordination; extra-curricular activities including athletics, clubs, and after-school enrichment programs; and information sharing within the school and the greater community – including hosting and promoting PTCA and other school meetings and functions.

Section 3. School-wide Subcommittees. The following subcommittees are filled primarily by non-Governing Board members and will report regularly to the Governing Board. All instructional staff (teachers), other than the Governing Board members, must serve on at least one Board committee or school-wide subcommittee. Other staff, parents/guardians or family, community members, and Governing Board members are encouraged to serve on a committee.

Responsibilities of the standing subcommittees may be reduced or expanded by the

Governing Board or upon recommendation of the particular subcommittee concerned and after discussion/approval by the Governing Board. Other committees may be established as the need arises. All subcommittees shall report to the Governing Board.

All subcommittees will meet on a specified regularly scheduled meeting date established at the beginning of the school year. The subcommittees shall meet a minimum of once a month. The board may appoint subcommittee chairs or the subcommittee may select its own chair. The subcommittee chair serves as the groups' representative to the Governing Board.

The subcommittees may include the following or others. The Governing Board will adopt, each year, committee operating procedures which will identify the committees to be in place for the year as well as operating processes for those committees.

Student Learning

Responsibilities of this subcommittee, which will be composed of a majority of teachers, will include but are not limited to:

1. gathering information and input about curriculum and curriculum issues including curriculum theory, curriculum development, curriculum assessment, goals and objectives, as well as school discipline;
2. coordinating the school's annual Curriculum Night as well as other functions to communicate and explain the school's curriculum to the families; and
3. collecting feedback from families about the curriculum at the school to share with the school administration and board.

Diversity Awareness & Initiatives

Responsibilities include but are not limited to:

1. gathering information and input about school-wide diversity;
2. recommending programs, initiatives or methods to recognize and celebrate and respond to the diversity in the school and community;
3. recommending processes, programs, and plans to improve culturally responsive practices within the school;
4. developing strategies to ensure that all community members receive constant and consistent information on school happenings in a culturally appropriate manner;
5. providing feedback to the entire school population concerning the results of subcommittee meetings; and
6. establishing task forces related to this subcommittee as needed.

Grant Writing

Responsibilities include but are not limited to:

1. identifying and applying for grants and other funding opportunities.

Building and Grounds Committee:

Responsibilities include but are not limited to:

1. maintaining the school building and grounds; and

2. managing the Health and Safety plan for the school.

Related Arts

Responsibilities include but are not limited to:

1. developing and implementing an arts, music, and physical education program within the school;
2. leading effort to integrate art and music from cultures represented within the school for recognition, exploration and celebration;
3. providing feedback to entire school population concerning results of subcommittee meetings; and
4. establishing task forces related to this subcommittee as needed.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Governing Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of NCS, and such authority may be general or may be confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of NCS, and no evidence of indebtedness shall be issued in its name, unless authorized by a resolution of the Governing Board. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of NCS shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall be determined from time to time by resolution of the Governing Board.

Section 4. Deposits. All funds of NCS not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Governing Board may select.

ARTICLE VII. FISCAL YEAR

The fiscal year of NCS shall end on the thirtieth of June in each year.

ARTICLE VIII. CORPORATE SEAL

The Governing Board shall provide a corporate seal which shall be circular in form and have inscribed thereon the name of NCS, the state of Incorporation, the words "Not For Profit," and the words "Corporate Seal." The seal of the Corporation may be affixed to any document executed by NCS, but the absence of the seal shall not impair the validity of the document or any action taken in pursuance thereof or in reliance thereon.

ARTICLE IX. WAIVER OF NOTICE

Whenever any notice is required to be given to any member of NCS under the

provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Georgia Nonprofit Corporation Code, a waiver thereof may be made, whether before or after the times stated therein, in writing signed by the person or persons entitled to such notice and delivered to the Corporation for inclusion in the minutes or corporate records. Such written waiver shall be deemed equivalent to the giving of such notice.

ARTICLE X. AMENDMENTS

Section 1. Power to Amend Bylaws. The Governing Board shall have the power to alter, amend or repeal these Bylaws or adopt new bylaws, but any bylaws adopted by the Governing Board must be confirmed by the affirmative vote of the parents, guardians, and staff of NCS and must be consistent with the Articles of Incorporation of NCS and the laws of the State of Georgia.

Section 2. Conditions. Action by the Governing Board with respect to bylaws shall be taken by an affirmative vote of a majority of all members then holding office.

ARTICLE XI. EMERGENCY BYLAWS

The Emergency ByLaws provided in this Article XI shall be operative during any emergency in the conduct of the operations and affairs of NCS resulting from any catastrophic event because of which a quorum of the Corporation's members cannot be readily assembled, notwithstanding any different provision in the preceding Articles of these Bylaws or in the Articles of Incorporation of NCS or in the Georgia Nonprofit Corporation Code. To the extent not inconsistent with the provisions of this Article, the Bylaws provided in the preceding Articles shall remain in effect during such emergency and upon its termination the Emergency Bylaws shall cease to be operative.

During any such emergency:

(a) A meeting of the Governing Board may be called by any officer or member of NCS. Notice of the place, date and hour of the meeting shall be given by the person calling the meeting to such of the members as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

(b) At any such meeting of the Governing Board a quorum shall consist of one member and any other members available.

(c) Either before or during any such emergency, the Governing Board may provide and from time to time modify lines of succession in the event that during such an emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties.

These Emergency Bylaws shall be subject to repeal or change by further action of the Governing Board, but no officer, member, or employee acting in accordance with these Emergency Bylaws shall be liable for any corporate action taken in good faith. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

ARTICLE XII. INDEMNIFICATION

Section 1. Actions Against Officers and Members. Pursuant to the provisions set forth in Sections 3 and 4 of this Article, NCS shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a member, officer, employee or agent of the Corporation, or is or was serving at the request of NCS, as a member, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in a manner he reasonably believed in good faith to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, that the Corporation shall not indemnify a member, officer, employee or agent for any liability incurred in a proceeding in which the person is adjudged liable to the Corporation or is subjected to injunctive relief in favor of the Corporation: (a) for any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) for acts or omissions which involve intentional misconduct or a knowing violation of law; (c) for the types of liability set forth in Section 14-2-831 of the Official Code of Georgia Annotated; or (d) for any transaction from which he received an improper personal benefit. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did not act in a manner he reasonably believed to be in or not opposed to the best interests of the nonprofit Corporation, nor, with respect to any criminal action or proceeding, that the person did not have reasonable cause to believe that his conduct was lawful.

Section 2. Actions By Or In The Right Of The Corporation. Pursuant to the provisions set forth in Sections 3 and 4 of this Article, NCS shall indemnify and hold harmless any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit, by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a member, officer, employee or agent of the Corporation, or is or was serving at the request of NCS, as a member, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that the Corporation shall not indemnify a member, officer, employee or agent for any liability incurred in a proceeding in which the person is adjudged liable to the Corporation or is subjected to injunctive relief in favor of the Corporation: (a) for any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) for acts or omissions which

involve intentional misconduct or a knowing violation of law; (c) for the types of liability set forth in Section 14-2-831 of the Official Code of Georgia Annotated; or (d) for any transaction from which he received an improper personal benefit.

Section 3. Expenses. To the extent that a member, officer, employee or agent of NCS has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination And Authorization. Except as provided in Section 3 of this Article, and except as may be ordered by a court, any indemnification under Sections 1 and 2 of this Article shall be made by NCS only as authorized in the specific case upon a determination that indemnification of the member, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (1) by the Governing Board by a majority vote of a quorum consisting of members who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, by majority vote of a committee duly designated by the Governing Board, consisting solely of two or more members not at the time parties to the action, suit or proceeding, or (3) by special legal counsel employed by the Corporation for that purpose. Authorization of indemnification or an obligation to indemnify, and evaluation as to reasonableness of expenses, shall be made in the same manner as the determination that indemnification is permissible.

Section 5. Prepayment. Expenses incurred in defending or prosecuting a civil or criminal action, suit or proceeding may be paid by NCS in advance of the final disposition of such action, suit or proceeding as authorized by the Governing Board if: (a) the member, officer, employee or agent furnishes the Corporation a written affirmation of his good faith belief that his conduct merits indemnification under Section 1 or Section 2 of this Article; and (b) the member, officer, employee or agent furnishes the Corporation a written undertaking, executed personally on his behalf, to repay advances if it is ultimately determined that he is not entitled to indemnification pursuant to the laws of this State.

Section 6. Rights. The indemnification provided by this Article shall not be deemed exclusive of any other rights, with respect to indemnification or otherwise, to which those seeking indemnification may be entitled under any bylaw or resolution adopted or approved by a majority of the full Governing Board, both as to an action by a member, officer, employee or agent in his official capacity, and as to an action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be a member, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Insurance. NCS may purchase and maintain insurance on behalf of any person who is or was a member, officer, employee or agent of the Corporation, or is or was serving at the request of NCS as a member, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or incurred by him in that capacity, or arising from his status as such, whether or not the Corporation would have the power to indemnify him against

such liability under the provisions of this Article.

Section 8. Mergers/Consolidations. For purposes of Sections 1 and 2 of this Article, reference to "the Corporation" or "NCS" shall include, in addition to the surviving or new Corporation, any merging or consolidating Corporation (including any merging or consolidating Corporation of a merging or consolidating Corporation) absorbed in a merger or consolidation with NCS so that any person who is or was a member, officer, employee or agent of such merging or consolidating Corporation, or is or was serving at the request of such merging or consolidating Corporation as a member, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provision of Sections 1 and 2 of this Article with respect to the Corporation as he would if he had served the Corporation in the same capacity. However, no indemnification under Sections 1 and 2 of this Article shall be mandatory without the approval of such indemnification by the Governing Board of NCS in the manner provided in Section 4 of this Article.

ARTICLE XIII. PAYMENTS TO MEMBERS AND OFFICERS

No part of the net income or profit of NCS, if any, shall be distributed to the members or officers.

CHARTER SCHOOL AGREEMENT

THIS AGREEMENT AND CHARTER (“Agreement”) executed this 12th day of March, 2001, to be effective July 1, 2002, by and between the Atlanta Independent School System (hereinafter “APS”) and Neighborhood Charter School, Inc. (hereinafter “Charter School”).

RECITALS

WHEREAS, the Charter Schools Act of 1998, codified in O.C.G.A. 20-2-2060 et seq., provides that private individuals or private organizations may establish a local public school known as a charter school, which is subject to an academic based contract with a local school system; and

WHEREAS, The Board of Education of the City of Atlanta (“hereinafter “Board”) has established a procedure whereby it accepts petitions for proposed charter schools to be located within the City of Atlanta; and

WHEREAS, Neighborhood Charter School, Inc. (hereinafter “Petitioner”) has submitted a charter school application (hereinafter “Petition”) in conformance with the requirements of the Charter Schools Act and APS, a copy of which is attached to this Agreement as Exhibit “A”; and

WHEREAS, the Petition has been reviewed by the Superintendent and recommended for approval to the Board; and

WHEREAS, the Board has approved the Petition on March 12, 2001, for the creation of the Neighborhood Charter School.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals Incorporated by Reference: The recitals to this Agreement are incorporated herein by reference and made a part hereof.

2. Charter Approval: Subject to the final approval of the State Board of Education and to any other condition contained herein, the Charter School is hereby granted a public school charter in accordance with the Charter Schools Act of 1998, et seq., and the terms and conditions of this Agreement, to operate a charter school as described herein.

3. Term of Agreement: This Agreement shall commence on the effective date provided above, and shall expire at midnight, June 30, 2007, unless terminated or extended pursuant to the terms hereof.

4. Control and Management: The Charter School shall be subject to the control and management of the Board as provided herein and in a manner consistent with the Constitution of the State of Georgia.

5. Public School: The Charter School shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia, which is not home based and which shall be located in the facility listed herein.

6. Educational Program: As required by O.C.G.A. 20-2-2063, the Charter School shall:

- a. Describe a plan for improvement that addresses how the charter petitioner proposes to improve student learning and meet minimum state standards. The Charter School's plan for improvement is as follows:

School Improvement Plan

The Neighborhood Charter School will open with a new student body and faculty. The School Improvement Plan will be developed according to APS guidelines by the end of the first year of operation to allow the school time to gather baseline data and set realistic plans and goals as a community. As our first year nears its end we will be better informed to refine and extend our curriculum to further improve instruction. Specifically, the Neighborhood Charter School has made the following commitments that we believe will enhance student learning during our first year, as well as in years to come:

- Commitment from the community and staff to be actively engaged in the operation of the school;
- Focus on constructivism to engage all students in active learning;
- Standards-based, differentiated instruction to provide a learning environment that challenges all children, but leaves none behind;
- Determination to have the expertise of the National Council of Teachers of Mathematics, the National Science Foundation and the International Reading Association guide our instructional strategies;
- Partnerships with Zoo Atlanta and The Alliance Theatre to complement and extend curriculum;
- Early intervention for all struggling students;
- Professional work environment for educators that assures daily, uninterrupted planning time, encourages extensive involvement in the development of school curriculum and expects excellence;
- Professional development that supports instruction and facilitates implementation of the Neighborhood Charter School's constructivist philosophy; and
- Assurance that diversity training and respect for diverse perspectives will be an integral part of the culture of the school
- A unique charter/APS relationship that will enhance community support for public schools.

- b. Outline proposed verifiable academic or vocational performance based criteria or verifiable academic and vocational performance based criteria that will be used during the term of the charter to measure the progress of the charter petitioner in improving student learning and meeting minimum state

standards. The Charter School's verifiable academic performance based criteria is as follows:

Student Assessment

Assessment refers to all activities undertaken by teachers--as well as their students--which provide information that will be used to modify teaching and learning activities. Students at the Neighborhood Charter School will be assessed using a variety of methods. Assessments will include the four core areas of reading/language arts, science, math, and social studies but will be more comprehensive than that. Methods of assessment will include, but are not necessarily limited to:

Formal Assessment

- Performance Measures
 - Stanford-9, complete battery, Grades 3, 4, 5
 - Criterion Referenced Competency Tests, all grades/subjects that tests are available
 - Georgia Writing Test, Grades 3 & 5
 - NCS will explore the possibility of giving beginning and end of year tests in mathematics and language arts, all grades
- Performance Criteria
 - Baseline data to be established during the first year of operation.
 - CRCT - Reading: Decrease percent of students not meeting standard by 1.5% each year. Increase percent of students exceeding standard by 2% each year.
 - CRCT - Language Arts: Decrease percent of students not meeting standard by 1.5% each year. Increase percent of students exceeding standard by 2% each year.
 - CRCT - Math: Decrease percent of students not meeting standard by 1.5% each year. Increase percent of students exceeding standard by 2% each year.
 - Stanford-9 - Reading: Grade 3 - Decrease percent in lowest quartile by 2% each year. Increase percent in highest quartile by 2.5% each year.
 - Stanford-9 - Reading: Grade 5 - Decrease percent in lowest quartile by 2% each year. Increase percent in highest quartile by 2% each year.
 - Stanford-9 -Math: Grade 3 - Decrease percent in lowest quartile by 2% each year. Increase percent in highest quartile by 2.5% each year.
 - Stanford-9 - Math: Grade 5 - Decrease percent in lowest quartile by 1% each year. Increase percent in highest quartile by 2% each year.

Formative/Authentic Assessment

Formative assessment can benefit all students, but it yields particularly good results with low achievers. The Neighborhood Charter School's teachers will use a variety of assessment tools to inform instruction and strengthen the ability of our students to develop the habits necessary for lifelong learning. In keeping with the school's philosophy that children learn best when they are actively involved in the learning process, teachers will use alternative/formative assessment to inform instruction and more fully engage students in understanding their own learning. Instructional staff will work to develop a classroom culture of questioning and deep thinking, in which

pupils learn from shared discussions with teachers and peers. The formative assessment strategies below will be viewed as an integral part of instruction.

- **Portfolio Assessment.**
Portfolios will be established and maintained for all students. They will contain samples of students' work that illustrate their effort, progress and degree of proficiency. Portfolios will be used to help students assess their performance, assist teachers in making instructional decisions and provide parents and guardians with an opportunity to view students' work.
- **Performance Assessment.**
Student performance will be evaluated based on pre-established criteria. These may include an oral presentation, conducting an experiment, teaching a skill or concept to other members of the class or acting out a story in sequence.
- **Journals.**
Journals will be part of the instructional strategies used to assist students in self-observation, goal setting, and articulation of strategies.
- **Conferences.**
In addition to teacher/parent conferences, teachers will engage students in thoughtful, reflective, focused dialogue to explore student understanding and encourage them to express their ideas.
- **Peer Assessment.**
Students will be encouraged to evaluate themselves based on teacher or student created rubrics, and will take part in group discussions to evaluate each other.
- **Running Records.**
Informal evaluations of student progress in reading will be done by all classroom teachers as an integral part of reading instruction.

In addition to the above, a school-wide assessment tool will be chosen by the staff to evaluate student reading levels, reading comprehension, sight word mastery, phonetic awareness and reading strategies. These will be maintained as part of students' permanent portfolio information.

The Neighborhood Charter School will participate in all state-mandated accountability efforts. The school will use accountability standards set by the State Office of Accountability as annual benchmarks for progress. Until those standards are set, the Neighborhood Charter School will set its performance goal for the first year of operation following the baseline data gathered at the beginning of the school year. It is expected that the goal for Year 1 will be to have 50% of students performing at or above grade level in each curriculum area.

- c. Describe how parents or guardians of students enrolled in the school, as well as the faculty, instructional staff, and the broader community, were and will be directly and substantially involved in developing the petition, developing and implementing the improvement plan, and identifying academic or vocational performance based criteria. The Charter School's plan for involvement of parents, faculty, instructional staff and community in implementing the improvement plan is as follows:

The Neighborhood Charter School is the vision of four communities. Significant effort has been made to engage and educate the neighborhoods about the charter school over the past three years including:

- Surveys
- Comprehensive community mailings in both English and Spanish
- Public educational meetings
- Small group discussions
- Publication of the draft for review, feedback and input, with Spanish-speaking contact listed
- Monthly public school committee meetings
- Articles in the local newspaper
- Interviews on Spanish radio
- Public web site

A complete description of the community education and engagement process is included in Appendix J (of the charter petition attached to this contract as Exhibit "A").

Objectives for encouraging family and community involvement include:

- A Community Partnerships Committee Chair will be named to the Governing Board at the first meeting after school opens in 2002. The Chair's role will be to serve as liaison between the school, the surrounding neighborhoods and the larger community.
- A family volunteer program will be implemented to enable family members to actively participate in the day-to-day happenings of the school prior to the first semester of school.
- A community resource file will be developed from which teachers may select guest lecturers, demonstrations and on-site visits for enrichment. Local universities, community agencies and corporate sponsors will be invited to discuss a coordinated outreach plan to ensure productive use of volunteers such as ESEP science partners, Hands-on-Atlanta school workers, etc.
- Use of a daily assignment notebook will be implemented to enhance communication with parents/guardians.
- The Parental and Family Involvement Committee will serve as a liaison group for parents/guardians to ensure that parents/guardians have an active role in the governing of the school.
- A student/parent packet will be sent to each student's home at the beginning of each school year to include the annual calendar containing school policies, grade-specific curriculum standards, and a copy of the Parent/Guardian Contract.

Please also refer to the Governance and Management portion of the charter petition and the referenced Appendices, all of which are attached to this contract as Exhibit "A".

- d. Describe how the concerns of parents or guardians of students enrolled in the school, faculty, instructional staff, and the broader community will be solicited and addressed in evaluating the effectiveness of the improvement plan. The Charter School's plan is as follows:

Support from the Community

Parent and community involvement is vital to the success of the Neighborhood Charter School. In order to evaluate fully the effectiveness of the improvement plan, the Neighborhood Charter School will have several mechanisms to solicit and address the concerns of parents and guardians of students enrolled, as well as those of the faculty, instructional staff and the broader community. These mechanisms will be used on an ongoing basis and will include:

- The school's Governing Board will be composed of parents/guardians, faculty, instructional staff, the community at-large, and Zoo Atlanta.
- Parents or guardians of NCS students will sign a parent/guardian contract with NCS acknowledging the unique nature of a charter school environment and outlining their rights and responsibilities in their child's learning program. The contract will ensure parents' right to an excellent education environment and that they will be welcomed as key participants in the life of the school. The contract will outline parent/guardian responsibilities in a manner designed to encourage the broadest parental involvement while acknowledging that parents must be given a variety of avenues to engage in their child's education and the work of the school.
- Parents/guardians will receive a packet of information that will include important contact numbers, key events like parent/teacher conferences, objectives for their child's grade level, and the policies and procedures of the school.
- A parent/community volunteer program will be organized to take advantage of the wealth of knowledge and skill that exists in our community. It will also include a bi-annual recognition program for such volunteers as mentors, reading coaches, and teacher's helpers.
- A newsletter will celebrate school and student successes as well as highlight volunteer opportunities. The newsletter will also have a Q&A column of frequently asked questions, teacher, staff and student profiles in each issue as well as honor rolls.
- The Parental and Family Involvement Committee will solicit suggestions from parents/guardians about what kind of programs would be most helpful to their day-to-day lives (i.e., managing money, successful discipline, etc.).
- Academic and teacher achievement will be regularly and formally acknowledged.
- Students will keep portfolios of their work, which will be reviewed during quarterly meetings between parents/guardians and teachers.
- Each child will have an individualized learning plan that will address his/her academic as well as health and social needs.
- Positive relationships will be developed between the school and public health and social service agencies, including law enforcement, in order to provide resources for children and families who need them.

- A web site will be developed for parents/guardians and the community, which will contain information about the school, as well as solicit measurable comments.
- Donations of funds will be accepted from the community.
- An education support series will offer classes to help families build the skills and knowledge that are necessary to partner with their child in the Neighborhood Charter School.

A partnership with families will be forged to encourage and build active participation by family members in their children's learning and success as students. Families will have an active role in shaping the school's programs and practices. Further, we will provide opportunities for greater communication among parents/guardians, teachers, and the community by exploring innovative communication techniques and by developing a community resource file designed to increase the participation of parents/guardians and community volunteers toward enriching the instructional program.

7. Grades and Schedule: The Charter School shall provide instruction to pupils in grades K through 5.

8. Attendance Zone: The attendance zone for the Charter School shall be as follows:

NCS will have a primary attendance zone that includes the neighborhoods of Grant Park and Ormewood Park and a secondary attendance zone that includes all of the neighborhoods within the City of Atlanta Neighborhood Planning Unit - W. Those Attendance Zones are depicted in Appendix R of the charter petition which is attached hereto as Exhibit "A".

9. Enrollment: The Charter School shall enroll any student (including students with disabilities and ESOL students) who resides in the designated attendance zone and who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level or building. In such case, all such applicants shall have an equal chance of being admitted through a random selection process; provided, however, that the Charter School shall give enrollment preference to such students who reside in the attendance zone.

Recruitment of new students will be an ongoing process. Formal recruitment of incoming students will begin in January for the following school year. In that month, NCS staff and the recruitment committee members will advertise open registration. Early registration will occur during February, March, and April. There will be three registration deadlines. The first deadline will be February 14th. All applications for students residing in the primary attendance zone that are received by February 14th will be admitted unless there are more applications than spaces available for one or more grades. In that case, spaces in each such class shall be awarded on the basis of a lottery. All applications for those grades from students residing in the primary attendance zone will be placed into the lottery. The second deadline will be March 31st. All applications for students residing in the primary and secondary attendance zone that are received by March 31st will be admitted unless there are more applications than spaces available for one or more grades. In that case, spaces in each such class shall be awarded on the basis

of a lottery. All applications for those grades from students residing in the primary and secondary attendance zones will be placed into the lottery. The final deadline will be April 30th. All applications for students residing in the entire school district that are received by April 30th will be admitted unless there are more applications than spaces available for one or more grades. In that case, spaces in each such class shall be awarded on the basis of a lottery. All applications for those grades will be placed into the lottery.

If any spaces remain after the final deadline, those spaces will be filled on a first come, first served basis. When all spaces have been filled, the remaining names of interested students and families will be placed in a waiting pool, and admission will be based on a lottery.

Siblings of students who attend the Neighborhood Charter School will be given first priority to attend the Neighborhood Charter School.

The Charter School may not enroll students who reside outside the City of Atlanta.

10. Non Discrimination: The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status or for special educational services.

11. Student Enrollment and Attendance Information: Thirty (30) days prior to the opening of the Charter School, the Charter School shall provide for all students enrolled in the Charter School the full names, birthdates, name of previously attended APS schools, and date of last attendance to the APS Records Center. If known, students with Individual Education Plans (IEP) shall be identified. Parent signatures and authorizations to release records must be included. The Board shall provide copies of the students' educational records within twenty (20) business days of receipt of the student enrollment information and IEP's within ten (10) business days.

The Charter School shall maintain accurate enrollment data and daily records of student attendance and shall provide verifiable student enrollment by the first business day of each month. Enrollment data shall include the name and address of each student in each grade level and class. The Charter School shall participate in collecting Federal Impact Aid Questionnaires or any other documents required to secure or retain federal funds and shall submit completed forms by September 15th of each year. All data shall be submitted in a format compatible with existing APS attendance formats, which shall be provided to the Charter School no later than August 15 of each year unless delayed by the Georgia Department of Education notification to local districts.

No later than September 15, November 15 (special education students only), and February 15 of each school year, the Charter School shall submit student information required by the State Board of Education to determine the annual Full Time Equivalent (FTE) and, on years it is due, prepare the biannual Office of Civil Rights Report that is due in late February. This data shall be submitted in a format compatible with existing APS data formats, which shall be provided to the Charter School no later than August 15 of each year unless delayed by the Georgia Department of Education notification to local districts.

At the end of the school year and no later than July 15, the Charter School shall submit electronic data for the state Student Record report. The data elements and format will be provided to the Charter School no later than May 1 unless delayed by the Georgia Department of Education notification to local districts.

All data shall be submitted to the APS Director for Information Technology.

12. Student Withdrawal: A student may withdraw without penalty from the Charter School at any time and enroll in another APS school that services students in the area in which the student resides (hereinafter “neighborhood school”). A student who is suspended or expelled from the Charter School as a result of a disciplinary action taken by the Charter School shall be entitled to enroll in the neighborhood school only if such student would not have been subject to suspension or expulsion by APS for the conduct which gave rise to the suspension or expulsion. The Charter school shall notify the Deputy Superintendent for Instruction when it plans to suspend a student for more than ten days or expel a student.

13. Evaluation Procedures: The Charter School shall evaluate the effectiveness of its plan for improvement on a yearly basis. The Charter School shall submit and present an Annual Evaluation Report to the Board in July of each year. The Annual Evaluation Report shall set forth the academic program and the progress made by the Charter School in the previous year in implementing its improvement plan, including without limitation, the results of standardized student tests and documentation that students met minimum state standards, and documentation that students met or exceeded the academic or vocational education goals and objectives for that school year. The Annual Evaluation Report shall be in a form acceptable and agreed to by the Board. The Annual Evaluation Report shall also be provided to the parents or guardians of students enrolled in the Charter School, the community and the State Board of Education.

The Charter school shall grant reasonable access to, and cooperation with, the Board, its officers, employees or other agents, including allowing site visits for the purpose of allowing the Board to fully evaluate the operations and performance of the Charter School and its compliance with the Charter School Agreement. Where possible, the Board shall provide the Charter School with at least 24 hours prior notice of such site visits.

14. Transportation: The Charter School shall meet the transportation needs of its students in the manner set forth in its Petition (Exhibit “A”). NCS anticipates negotiating and entering into an agreement with APS for transportation services.

15. Nutrition: The Charter School shall meet the nutritional needs of its students in the manner set forth in its Petition (Exhibit “A”). The Charter School shall comply with all Federal laws and regulations regarding school nutrition. During the first year of the charter, the Charter School will participate in the standard APS nutrition program for school lunch. The Charter School shall provide an adequate kitchen facility that meets all applicable code requirements for an elementary school kitchen. APS shall provide the food and the personal to prepare and serve lunch in the same manner as they do at other APS elementary schools. The Charter School shall notify APS nutritional services by no later than May 1st if it intends to participate in the standard APS school lunch program for the immediately following school year. The standard APS school lunch program shall be provided at no cost to the Charter School.

16. Governance and Operation: The Charter School shall have a governing body, the majority of the members of which shall be parents or guardians of students enrolled in the Charter School who are not employed by the Charter School or by the Board, which shall be responsible for carrying out the terms of the charter. More specifically, the structure and duties of the governing body shall be as follows:

Please refer to the Governance and Management portion of the charter petition (pages 13-26) and the referenced Appendices, all of which are attached to this contract as Exhibit "A".

The governing body shall be subject to the control and management of the Board as provided in the Charter Agreement and in a manner consistent with the Constitution of the State of Georgia.

17. Personnel: The faculty, instructional staff and all other personnel necessary for the operation of the Charter School shall be employees of the Charter School.

Human Resources

The faculty, instructional staff and all other personnel necessary for the operation of The Neighborhood Charter School shall be categorized as employees of Neighborhood Charter School, Inc. Salary and benefits will be provided by Neighborhood Charter School, Inc. under individual contracts with each employee. Neighborhood Charter School, Inc. retains the right to hire, evaluate, retain and/or dismiss staff from The Neighborhood Charter School based upon their performance. All employees of The Neighborhood Charter School will be retained as employees at the school based on their job performance and willingness to support the school's mission. This support will include, but is not limited to, a commitment to staff development and implementation of the educational philosophy of the school (as appropriate to the employee's responsibilities) in an addendum to their standard employment contract.

The NCS principal, assistant principal, community resource/diversity director and office assistant each will serve a six-month probationary period during which he/she can be dismissed by the Governing Board with no notice as long as the meeting and vote to remove the Principal is public and properly advertised. Similarly, during the six-month probationary period the employees can choose to resign from the position and will be released from their contract. The personnel committee will establish policies and procedures to be presented to the Board outlining an appropriate grievance and appeal process to allow the Principal due process.

Staff positions will include, but are not limited to:

- Principal
- Assistant Principal
- Community Resource/Diversity Director
- Primary Grades Counselor (K-2)
- Elementary Grades Counselor (3-5)
- Social Worker/Home Visit Coordinator
- School Nurse
- Curriculum Coordinator (Instructional Supervisor)
- Grade Level Lead Teachers (6; one per grade K-5)
- Reading Specialist

- Media Specialist
- Custodian
- Cafeteria/Bus Monitor
- Music Teacher
- Physical Fitness Teacher
- ESOL Teacher
- Foreign Language Teacher
- Art Teacher
- Teachers (Grades K-5) (numbers to be based on expected enrollment)
- Secretary to the Principal
- Inclusion Specialist (Program for Exceptional Children)
- PEC Teacher/Gifted
- PEC Teacher

The duties and functions of these positions, where appropriate, will track the corresponding positions within the APS system. The student-teacher ratios will not exceed the State requirements. Our goal is to have ratios that are at or near the State funding ratios. However, the final ratios will depend on facility, student population and final budget figures. Before the start of the first year of the Neighborhood Charter School, NCS will host an event for the students who have enrolled in the school and their families. The format of the event will be determined by the Transition Board (perhaps an open house and/or a pot luck). At that event, the teachers will be introduced to the students and their families and the qualifications of the teachers will be presented.

During the planning period prior to school's opening, the Transition Board will hire the School Principal and assist the Principal with staff hiring. After the initial year of operation, the Principal will have lead responsibility for identifying and screening candidates for all positions within the school, with assistance from the Personnel Committee and staff. The Principal will make formal hiring recommendations to the full Governing Board on an as-needed basis.

The Neighborhood Charter School reserves the right to hire non-certified instructional staff, though the percentage instruction given by non-certified staff will not exceed 10% of the total instructional time.

The Neighborhood Charter School Principal, in partnership with the Instructional Specialist, will formally evaluate all instructional staff with less than five years elementary teaching experience at least twice a year. Teachers with more than five years experience will be formally evaluated at least once a year. For the first year of operation, the school will utilize the state-approved evaluation criteria. The Neighborhood Charter School Governing Board is committed to identifying an appropriate evaluation tool that measures understanding and use of the constructivist method of teaching. This formal evaluation tool is being referred to a committee for recommendations and development. In addition, the instructional staff of The Neighborhood Charter School shall be informally evaluated through a review of their professional growth portfolios, maintained annually. Instructional staff of The Neighborhood Charter School shall be required to maintain a professional growth portfolio. This portfolio may contain, but is not limited to, lesson plans, parent communication, sample student work, records of student

academic growth, professional goals, yearly themes/activities calendar, video of instructional practices, and records of any staff development or college coursework completed. Teachers and administrators will be involved in both private and public forms of reflection, allowing for constant examination of their professional practice.

The Neighborhood Charter School is committed to providing an enriching and stimulating learning environment. To maintain a professional competency in current research and practices, instructional staff shall receive significant staff development in Constructivism, diversity training, environmental education, complete literacy instruction, discipline/conflict resolution, and meeting the needs of students in at-risk situations during the 2001-02 school year. Teachers will also be encouraged to seek professional development opportunities in one or more of the following areas: body-brain compatible learning, learning styles, multiple intelligences, curricular integration, and language-based classrooms.

See Appendix T (to the charter petition attached hereto as Exhibit "A") for a description of complete literacy.

As an added incentive, NCS will institute merit based and bonuses for teachers and staff, as funding permits, in the third year of operations.

No later than September 15, and February 15 of each school year, the Charter School shall submit personnel information required by the Georgia Department of Education for the purpose of completing the Certified/Classified Personnel Information Data Collection Report (CPI). If there are personnel changes between the date the Charter School submits this information and the date of the Board's transmission to the state (*i.e.*, October 1 and May 1), the Charter School shall provide updated information no later than three (3) business days prior to the transmission date. If there are personnel changes between the date the Charter School submits this information and the date of the Board's transmission to the state (*i.e.*, October 1 and March 1), the Charter School shall provide updated information prior to the transmission date. The Charter School shall provide the Board with definitions of Training and Experience categories for the State Salary Schedules. This data shall be submitted in a format compatible with existing APS data formats, which shall be provided to the Charter School no later than August 15 of each year. All data shall be submitted to the APS Director for Information Technology.

All personnel employed by a charter school shall be fingerprinted and have a criminal record check prior to employment.

The Charter School shall make all relevant information regarding the employment of school personnel available to the Board in the event a Charter School employee should seek employment with APS.

18. Facility: The Charter School shall be located at the Slaton elementary school facility, 688 Grant Street, SE, Atlanta, Georgia ("School Building"). The Charter School shall obtain and submit to the Board for review no later than July 1, 2002 (or at least 30 days prior to the planned opening of the Charter School): (1) all applicable occupancy permits and health and safety approvals for the School Building; (2) an executed copy of the lease agreement for the School Building, if the School building is occupied under a lease agreement; and 3) evidence of title to the School Building satisfactory to the Board, if the School Building is owned by the Charter School. The

Charter School shall take such actions as are necessary to ensure that all leases, occupancy permits and health and safety approvals remain valid and in force, and shall certify to the Board no earlier than June 1 and no later than July 1 of each year that such leases, certificates and approvals remain in force. The Charter School may change its physical location or obtain additional facilities provided that the Charter School fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities, and provided further that (1) the Charter School notifies the Board of the proposed change in location or addition to facilities not less than 90 days prior to taking any final action in connection therewith; and (2) the APS Superintendent, does not notify the Charter School within 14 days of receipt of notification, that she/he will recommend to the Board that the change be denied. Upon approval of all necessary parties, the charter shall be amended in accordance with the amendment procedures outlined in the section 31 herein.

Please refer to the "Facility Lease Agreement" entered into between the Board and the Petitioner a copy of which is attached hereto as Exhibit "B" and incorporated herein.

19. Financial Policies, Procedures and Controls: At all times, the Charter School shall maintain appropriate governance and management procedures and financial controls as herein provided:

The NCS Governing Board will contract with outside accounting firms or the APS department of finance to institute financial management and internal accounting procedures, and the principal, in collaboration with the Governing Board chair and treasurer, will ensure compliance with those procedures and control over the budget. NCS will undergo an annual financial audit by certified independent accountants. The audit report will be provided to the APS Board of Education and available to any member of the public or NCS community.

The Charter School shall demonstrate to the satisfaction of the APS Comptroller/CFO that the following controls are in place prior to the transfer of any funds pursuant to this Agreement: (1) generally accepted accounting procedures; (2) a checking account; (3) adequate payroll procedures; (4) procedures for the creation and review of monthly and quarterly financial statements, which procedures shall specifically identify the individual who will be responsible for preparing such financial statements in the following fiscal year, and (5) evidence that the person responsible for the financial management of the Charter has been given a bond in an amount and with a surety company approved by the Board, that is payable to the Atlanta Independent School System. The Charter School shall provide the Superintendent a document evidencing compliance with this provision (hereinafter called the "Initial Statement".) In the event the Initial Statement reveals that any of the above controls is not in place, the Charter School shall remedy such deficiency within 30 days of receipt of a notice of deficiency.

The Charter School shall cause a Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audits") to be performed annually at its expense by an outside independent auditor retained by the Charter School and acceptable to the Board. The Charter School shall provide to the Board any reportable conditions and other advisory comments as defined by the American Institute of Certified Public Accountants. The Financial Audits and other financial reports shall be provided to the Board no later than September 1 of each year.

Any surplus public funds remaining at the close of one fiscal year will be used to enhance the charter school's academic program the following year.

The petition must provide that any deficit occurring during or at the end of a fiscal year will be eliminated by an infusion of funds from the petitioners or, if the charter school has not eliminated the deficit by the end of the fiscal year, the charter school must provide a plan for eliminating the deficit within the next fiscal year. No Atlanta Public Schools funds will be allocated to the charter School for the next fiscal year until such plan has received Board of Education approval.

The Charter School is solely responsible for all debts it incurs and Atlanta Public Schools shall not be contractually bound on the charter school's account to any third party.

20. Budget: The Charter School shall operate according a budget in the form of the pro forma budget attached as Exhibit "C".

21. The Annual Funding Amount and Per-Pupil Allocation: The Board shall fund the Charter School on the basis of a per-pupil allocation ("PPA"). The annual funding amount consists of the PPA multiplied by the verified student enrollment. The PPA shall cover all costs of operating the Charter School except for nutrition.

The base PPA for each school year of this contract shall be established by no later than May 1st immediately prior to the start of that school year. The base PPA will be based on the APS General Fund budget for the applicable school year. The base PPA shall be determined by calculating a per pupil cost of each budget item that is applicable to the Charter School and adding all such amounts together. In addition to the base PPA, the Charter School shall receive all additional local, state, and federal funds that a traditional APS school would be budgeted for or receive on a per pupil, per school, or per program basis. It is estimated that the base PPA for the 2001-2002 school year will be \$6500.00 for kindergarten and \$5800.00 for grades 1 through 5.

The Charter School may request that the Board provide additional services not stated in this contract. The Board may provide said services for a mutually agreed upon fee.

22. Payment: The Board shall pay the Annual Funding Amount described above in ten (10) equal monthly installments during August through May of each school year. A check will be available on the 15th of each month provided that APS receives the verified student enrollment information by the first business day of the month.

23. Tuition and Fees: The Charter School shall not charge tuition to any student. The Charter School may charge reasonable fees for textbooks, instructional materials, after-school programs and student activities.

24. Outside Funding: The Charter School may accept charitable donations on behalf of the Charter School. Such charitable donations shall not change the Annual Funding Amount.

25. Purchase Agreement: The Board and the Charter School may enter into a purchase agreement or agreements providing for the purchase by the Charter School from the Board of certain goods, services and materials in connection with the operation of the Charter School.

26. Maintenance of Corporate Status and Good Standing: The Charter School shall at all times maintain itself as a Georgia not-for-profit corporation capable of

exercising the functions of the Charter School under the laws of the State of Georgia, shall remain in good standing under the laws of the State of Georgia, and shall timely make all required filings with the Georgia Secretary of State. The Charter School's Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit, its Bylaws and amendments or modifications thereto are attached hereto as Exhibit "D". In the event the Charter School becomes or seeks to become recognized as an organization exempt from Federal income taxation under 501 (c) (3) of the Internal Revenue Code, the Charter School shall further provide the Board with copies of all applications and filings related to its seeking or maintaining 501 (c) (3) status.

27. Compliance with Laws and Regulations: The Charter School shall comply with all federal, state and local rules, regulations and statutes relating to civil rights (including, but not limited to, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act, and the Americans with Disability Act); insurance; the protection of the physical health and safety of school students, employees, and visitors; conflicting interest transactions and the prevention of unlawful conduct. The Charter School shall also be subject to the following laws:

- a. The Charter School Act of 1998, O.C.G.A. 20-2-2061 et seq.
- b. All laws relating to unlawful conduct in or near a public school;
- c. The provisions of Part 3 of Article 2 of Chapter 14 of Title 20;
- d. The Georgia Open and Public Meetings Law, Chapter 14 of Title 50 and the Georgia law regarding the inspection of public records, Article 4 of Chapter 18 of Title 50.
- e. The Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq. and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; and,
- f. The Family Education Rights and Privacy Act (FERPA).

Except as provided herein, the Charter School shall not be subject to the provisions of Title 20, the Education Code, or any state or local rule, regulation, policy or procedure relating to schools within APS, regardless of whether such rule, regulation, policy or procedure is established by the Board, the State Board of Education or the State Department of Education.

28. Insurance: The Charter School shall, at its own expense, purchase and maintain insurance covering all of its operations. Said insurance shall include but not be limited to workers compensation the limits of which shall be in compliance with state law, employers liability insurance to cover bodily injury by accident in the amount of \$100,000 for each accident, bodily injury by disease in the amount of \$100,000 for each employee, comprehensive general liability insurance in the following forms: (1) comprehensive form; (2) contractual insurance; (3) personal injury; (4) broad form property damage; (5) premise – operations; and (6) completed operations. This coverage shall be in the amount not less than \$1,000,000, combined single limit, and shall also cover the use of all equipment, hoists, and vehicles on the premises not covered by automobile liability. The policy coverage must be on an occurrence basis. Automobile liability insurance is required in the following amount: (1) comprehensive insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit; and (2) specific extensions of comprehensive form coverage and coverage for all owned, hired, leased and non-owned vehicles used in the operation of the Charter School.

Proof of all insurance required by this section must be provided to the APS Office of Risk Management prior to the operation of the Charter School and shall be maintained during the entire length of this Agreement. The Board shall be covered as an additional

insured under any and all insurance required by this Agreement. Confirmation of this shall appear on all Certificates of Insurance and any and all applicable policies. The Board shall be given no less than ninety (90) days written notice of cancellation and of any material change of coverage in any insurance required pursuant to this Agreement. The Board shall also be given written notice of renewal of coverage not less than ninety (90) days prior to the expiration of any policy.

Each and every agent shall warrant when signing the Certificate of Insurance that he or she is acting as an authorized representative on behalf of the companies affording insurance coverage under this Agreement and that he or she is licensed by the State of Georgia and is currently in good standing with the Commissioner of Insurance for the State of Georgia.

Any and all companies providing insurance required by this Agreement must meet the minimum financial security requirements as set forth herein. The rating for each company must be indicated on the Certificate of Insurance. Companies providing insurance under this Agreement must have a current Best's Rating not less than A and Best's Financial Size Category no less than Class IX.

29. Indemnification: The Charter School shall indemnify and save and hold the Board, its 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 Board, the Charter School shall defend the Board in any such action or proceedings brought thereon.

If the Charter School decides to engage a management company then the Charter School shall notify APS of such intent and must receive APS approval of such management company prior to entering into any contract or agreement with such management company.

Any management contract entered into by the Charter School shall include an indemnification provision as follows: The management company shall indemnify and save and hold the 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 Board, the Charter School shall defend the Board Indemnitees 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 Agreement 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 and the 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 the 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 of wrongful act or omission of any Board Indemnitee 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 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.

30. Disclaimer of Liability: The parties expressly acknowledge that the Charter School is not acting as the agent of the Board except as require by law or this Agreement and the Board assumes no liability for any loss or injury resulting from (1) the acts and omissions of the Charter School, its directors, trustees, agents or employees; (2) the use and occupancy of the School Building, or any matter in connection with the condition of the School Building, or (3) 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 Board to any third party.

31. Amendments: This Agreement may be amended upon the approval of the Board, the state board and a majority of the governing body of the Charter School and upon fulfilling any other obligation as set forth in O.C.G.A. 20-2-2069.

32. Severability: In the event that any provision of this Agreement or the application hereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

33. Delegation: The parties agree and acknowledge that the functions and powers of the Board with respect to this Agreement may be exercised by the Superintendent of the Atlanta Public Schools, provided that any ultimate decision regarding renewal, non-renewal or revocation of this Agreement or substantial modification of this Agreement may be made only by the Board.

34. Governing Law: This Agreement shall be governed by, subject to and construed under the laws of the State of Georgia.

35. Termination: The Charter School's charter may be terminated for any of the reasons set forth in O.C.G.A. 20-2-2068. Specifically:
(A) Failure to implement the improvement plan set forth in the charter;

- (B) Failure to adhere to any other term of the charter;
- (C) Failure to meet generally accepted standards of fiscal management;
- (D) A violation of applicable federal, state, or local laws; or
- (E) 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.

Any such termination shall fully comply with all of the provisions of O.C.G.A. § 20-2-2068.

In the event the charter school ceases operation for any reason, the charter school and its governing body will be responsible for winding up the business and affairs of the charter school and will cooperate with Atlanta Public Schools to the extent necessary to provide an orderly return of the students to their local school. Any surplus public funds remaining at the time the charter school ceases operations shall be remitted to the Atlanta Public Schools within 30 days of the day students no longer attend the charter school. Any furniture and equipment purchased with Atlanta Public Schools funds shall be delivered to Atlanta Public Schools within 30 days of the day students no longer attend the charter school.

The Atlanta Public Schools will not be responsible for the charter school's unpaid debts if the charter school does not have sufficient funds to pay all of its debts at the time it ceases operation.

36. Waiver: No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.

37. Notices: Any notice, demand or request from one party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if, and as of the date, it is delivered by hand, overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid, to the parties at the following addresses:

(addresses follow on next page)

If to the Charter School: Chairman of the Board
Neighborhood Charter School, Inc.
P.O. Box 17936
Atlanta, GA 30316

If to the Board: President
Atlanta Board of Education
210 Pryor Street, SW
Atlanta, Georgia 30335

With copy to: Superintendent
Atlanta Public Schools
210 Pryor Street, SW
Atlanta, Georgia 30335

Agreed to and accepted this _____ day of _____, 2001.

By: Neighborhood Charter School, Inc.

By: Atlanta Board of Education

Philip S. Andrews
Chairman of the Steering Committee
Neighborhood Charter School, Inc.

Dr. Mitzi Bickers, President
Atlanta Board of Education

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 1.5: Board and Committee Definitions and Operating Procedures
Obsolete: 04-13-05

Governing Board Committees are to be chaired by Governing Board members. The Board chair is not permitted to chair a committee. These committees include Finance, Parent and Family Involvement, and Personnel.

School wide sub-committees are created by the Governing Board and may be chaired by non-Governing Board members. Sub-committees are generally on-going committees. These include Student Learning, Related Arts, Diversity, Media Resources, Building and Grounds, and Grant Writing.

Task Forces are created by the Governing Board to address specific projects or issues. Task forces are temporary committees which are dissolved once the specific issue they were created for has been addressed.

All Board committees and School wide sub-committees must hold standing monthly committee meetings. The date, time, and location of these meetings must be shared with the Parent and Family Involvement chair so that the information can be shared with the entire school community. In addition, all committees must present a status report to the Governing Board at least once annually. Committees are welcome to present more often if there are matters requiring board approval or attention – this should be coordinated through the Executive Director.

Governing Board is the school's legal representative body and has final approval of all recommendations made by committees, sub-committees and task forces.

Governing Board Executive Committee is composed of the officers of the board (Finance Chair, Recorder, Chair-elect, and Chair), the chair of the Parent and Family Involvement committee, the governing board past-chair, and the Executive Director and is authorized to handle issues between board meetings. The Executive Committee is authorized to take a binding vote and must report its action to the Governing Board at the next board meeting. Decisions made by the Executive Committee do not require a vote of affirmation by the full board. However, decisions of the Executive Committee may be overruled by the full Governing Board.

Executive Session may be entered by the board to discuss personnel or real estate related issues only. The board must vote to enter and to leave executive session. Discussions may be held during executive session, but no votes may be taken. Staff members of the board may be excused from the discussions during executive session if conflict is possible due to personnel discussions, however they should return after executive session to participate in the vote on all issues. All votes on issues discussed during executive

session must be made through the normal public voting process of the board. The chair must sign an affidavit after leaving executive session affirming the discussions were limited to personnel and/or real estate transaction discussions only. This affidavit is to be filed with the board minutes.

Committee Chair provides leadership to the committee. Committee chairs may be selected by the board, by the Parent and Family Involvement Committee chair or the committee may select the chair. Committee chairs serve one year terms. They may serve up to two consecutive terms but may not serve more than two unless approved to do so by the Governing Board.

Executive Director serves as an ex officio (non-voting) Board member, as well as the liaison between sub-committees and task forces not represented by the board.

Operational committees are committees of staff created by the Executive Director to address operational issues and do not fall under these guidelines, assuming that they are clearly separate from any standing board committee; sub-committee; or task-force. Operational committees are created and managed as deemed appropriate by the Executive Director.

Parent Teacher Community Association serves as an auxiliary organization to NCS with the PTCA President serving as a governing board member.

Ex-officio board appointments can be made by the Governing Board. The board may vote to appoint sub-committee chairs and others to one-year, ex-officio board positions. This is typically done for committees with significant responsibilities for the year.

Minutes are taken at every board meeting by the Recorder. The minutes are presented to the board at the following board meeting for approval. They may be sent out to the board members prior to the meeting via email or other method to expedite the review of and vote on the minutes. After the board minutes have been approved by the board they are to be filed in the minutes notebook maintained in the main office other central location of the school. The agenda and executive director's report for the meeting should be filed in the notebook with the minutes. The minutes must also be posted in a central location of the school until the next month's minutes are ready to be posted. It is the responsibility of the Recorder to maintain, file, and post the minutes. Board minutes may be posted on the school web site, however this is not required.

Date adopted by NCS Governing Board: 11-10-04

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____ (for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.10 Student Attendance

Date Obsolete: 03-08-06

Students of the Neighborhood Charter School are expected to be present at school and to arrive and depart on time in accordance with the provisions of the Georgia Compulsory Attendance Law. Students who are absent or tardy miss valuable instruction time and other important school activities. Chronic tardiness and absence from school may result in a student not being able to succeed to his or her potential in all aspects of the educational program as absenteeism and tardiness are disruptive to the “teaching-learning” process.

The principal and appropriate faculty and staff members are to establish the procedures and practices that will support all students being present at school and arriving and departing on time.

Date Adopted by NCS Board: 8-24-05

Date reviewed by NCS’s attorney: 9-21-06

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.4: Student Dress Code
Obsolete 7-27-05

Students are expected to dress according to the school's student dress code. Parents will be notified if any child is not dressed appropriately. While the dress code will be enforced by teachers and the principal, the ultimate responsibility will lie with the parents and students. It is important to understand that certain clothing (such as a tank top) is not "bad", it is just not appropriate for school. Any questions that parents may have concerning the appropriate dress of a student may be discussed with the teacher or principal.

The students are to dress as follows:

- Boys may wear pants or shorts of appropriate length (fingertip length) at the waist level.
- Girls may wear pants, shorts, skirts, or dresses (fingertip length, no shorter).
- Shirts, blouses and sweaters must be long enough to cover the midriff.
- No clothing with sayings or pictures that are product advertisements and/or offensive and disrupt the learning of others. (i.e.: Tobacco ads, confederate flag, and inappropriate language). Clothing displaying lewd or derogatory remarks, pictures, diagrams or drawings is not allowed.
- Children should wear sneakers on P.E. days.
- Hats may not be worn inside the school building at any time.
- Net or see-through garments are not allowed.
- Shirts and blouses must have sleeves. No tank tops, spaghetti straps, sleeveless, or halter tops will be allowed.

Date adopted by NCS Governing Board: 02-12-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.6: Student Retention
Obsolete: 2-8-06

The recommendation for promotion and retention of students is the primary responsibility of the faculty of the Neighborhood Charter School. However, it is the final decision of the parents/guardians of a child as to whether a child is promoted or retained.

In the case of retention the appropriate faculty members will meet with the parents/guardians to discuss the reasons for recommending that the child be retained. The parents/guardians must be in agreement with this recommendation for any child to be retained.

Date adopted by NCS Governing Board: 04-16-03

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.7: Reporting System

See attached.

Date adopted by NCS Governing Board: 09-11-02

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 4.8: Retention at the Third Grade Related to CRCT Testing
Obsolete: 5-11-05

If a third grade child does not pass the reading test of the CRCT battery of tests the following will occur –

1. The parent/guardian will be notified
2. A summer tutoring program would be established for the time between the end of school and the retest day.
3. If the child does not pass the reading test retake and if agreed upon by parent, teacher, and principal, the student would be placed in the fourth grade and receive additional academic support throughout the school year.

Date adopted by NCS Governing Board: 05-12-04

Date reviewed by NCS's attorney: 06-24-05

Date reviewed by NCS's accountant: _____
(for financial policies only)

Neighborhood Charter School
688 Grant St., SE
Atlanta, GA 30315

Policy 5.1: Parent and Family Involvement Plan (including contract)

Refer to Parent and Family Involvement Handbook.

Date adopted by NCS Governing Board: 12-11-02

Date reviewed by NCS's attorney: 06-24-05