

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CLAYTON COUNTY PUBLIC SCHOOLS
AND
UTOPIAN ACADEMY FOR THE ARTS: THE MILLER
FOUNDATION, INC.**

This Memorandum of Understanding ("MOU") is executed between the Clayton County Public Schools (hereinafter referred to as ("CCPS") and Utopian Academy for The Arts: The Miller Foundation, Inc. ("Charter School" or "UAFA").

I. PURPOSE & SCOPE

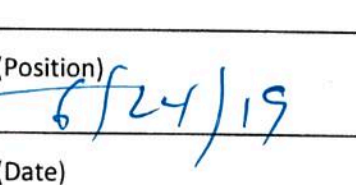
The purpose of this MOU is to clearly identify the roles and responsibilities of each party relative to the operation of the Utopian Academy for The Arts to be located in Clayton County. In particular, this MOU is intended to: establish the role of CCPS and UAFA as they work together to develop an implementation plan for UAFA. This MOU is intended to outline the MOU of UAFA and CCPS governing their respective legal relationships, fiscal and administrative responsibilities, as well as the operation of UAFA.

II. RECITALS:

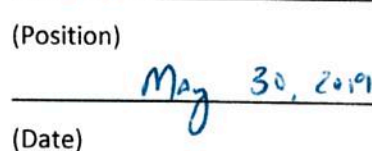
- A. The Clayton County Public Schools is a public school district existing under the laws of the State of Georgia. The actual performance of duties outlined in this MOU will be carried out on behalf of CCPS by District staff.
- B. Utopian Academy For The Arts is a public charter school, existing under the laws of the State of Georgia and under the supervisory oversight of the same, having been duly authorized by the State Charter Schools Commission of Georgia.
- C. Written modifications of this MOU may be made by mutual agreement as set forth below.
- D. The parties recognize and agree that UAFA is open to all students regardless of race, religion, sex, disability, or ethnic origin and that such provisions of non-discrimination shall apply to enrollment, as well to employment.
- E. Nothing in this MOU creates or is intended to create a partnership, employer-employee relationship, agency relationship, or any relationship implying or ceding any control over the governance or operations of UAFA to CCPS or any CCPS employees, agents, or representatives except as currently provided in UAFA's charter contract or to extend this arrangement beyond the term and scope set forth herein. No CCPS employee or personnel will be deemed an employee of UAFA, and vice versa.

5. This MOU shall not be altered, modified, suspended, or abrogated except by a writing signed by an authorized representative each of CCPS and UAFA.
6. Neither party to this MOU can assign any of its rights under this MOU.
7. If any term, section, or condition of this MOU, to any extent, is deemed invalid or unenforceable, the remainder of this MOU shall be valid and enforceable to the fullest extent permitted by law.
8. The failure of either party to insist in any instance upon the strict performance of any of the terms and conditions contained in this MOU shall not be construed as a waiver of the breach of such term or condition or any other term or condition in this MOU, and the same shall nevertheless continue in full force and effect.
9. This MOU shall be governed by and construed in accordance with the laws of the State of Georgia.
10. This MOU may be signed in duplicate counterparts, each of which shall constitute an original, and both of which shall comprise one and the same MOU.
11. This MOU contains the entire understanding of the parties and replaces any previous or contemporaneous written or oral communications, promises, or understandings. By signing this MOU, all parties acknowledge their agreement to and their understanding and acceptance of the terms and conditions of this agreement. This MOU shall only be modified in writing by the mutual agreement of the parties whose signatures below indicate agreement.

For Clayton County Public Schools by:

_____	_____
(Printed Name)	(Position)
	
(Signature)	(Date)

For Utopian Academy for The Arts by:

	
(Printed Name)	(Position)
	
(Signature)	(Date)