

MEMORANDUM OF AGREEMENT

THIS Memorandum of Agreement ("MOA") is entered into by and between CLAYTON COUNTY SCHOOL DISTRICT, also known as CLAYTON COUNTY PUBLIC SCHOOLS ("CCPS") and SEVEN PILLARS CAREER ACADEMY ("7 PILLARS").

WHEREAS, CCPS operates the county public school system for Clayton County, Georgia; and

WHEREAS, 7 PILLARS operates a public charter school in Clayton County, Georgia at 4234 Hendrix Drive, Forest Park, GA. 30297; and

WHEREAS, in the course of educating its students, 7 PILLARS desires student transportation to its school location in the morning. Additionally, from time to time, 7 PILLARS desires to provide school bus service in order to transport students to and from field trips; and

WHEREAS, CCPS has the capacity to and desires to make transportation available to 7 PILLARS under certain terms and conditions as set forth in this MOA.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived and the furtherance of the mission of each of the parties, and other good and valuable consideration, the receipt of sufficiency being hereby acknowledged, the parties agree as follows:

1. CCPS agrees to provide school bus transportation service, based upon availability and CCPS operational need, to 7 PILLARS for educational purposes, namely for shuttle students daily to school and occasionally field trips for learning experiences. The designated shuttle pick locations are listed below and the drop off location will be 7 Pillars Career Academy at 4234 Hendrix Drive, Forest Park, GA. 30297.

2260 Old Rex Morrow Rd @ Morrow Annex
Tara Stadium (Main Parking Lot)
Forest Park High School (Kenyon Rd Lot)
Riverdale Middle School (@ gym)
460 Main St
Lovejoy Middle School @ 12 Oaks Stadium

2. There will be no costs assessed to 7 PILLARS for the above-noted bus services.
3. However, 7 PILLARS will compensate CCPS for field trip transportation at a rate of \$25.00 per hour, plus \$1.00 per mile and a fee of \$10.00 per trip to cover time use of the bus during which passengers are not on board.
4. CCPS will invoice 7 PILLARS at the end of each semester for its shuttle service and within 30 days of receipt for field trips of the use of buses pursuant to this MOA.
5. Field trip and safety procedures put in place by 7 PILLARS must be made available to and approved by CCPS.
6. 7 PILLARS will utilize buses pursuant to the terms of this MOA for field trips, from 9:00 a.m. to 1:30 p.m.

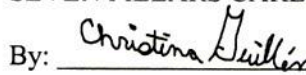
7. 7 PILLARS will be responsible for management of student behavior when reported by drivers to administrators. Additionally, school administrators will meet and greet buses on arrival to the school. On field trips, an adult chaperone must be provided and present when 7 PILLARS students occupy CCPS bus(es).
8. CCPS will make buses available pursuant to this MOA only during the operation of the school year and secondarily to the needs of CCPS. If during the school year, circumstances are such that CCPS cancels school on any particular date, CCPS will be under no obligation to provide buses pursuant to this MOA on such date.
9. Term: The term of this MOA shall be for the 2019-2020 school year, though it may be renewed annually for successive school years by mutual agreement of the parties. Additionally, this agreement may be terminated by written notice of either party with at least 30-day advance notice.
10. Liabilities: CCPS provides no warranties regarding the conditions of buses used pursuant to this MOA. 7 PILLARS agrees to assume all risks and liabilities regarding buses and their drivers while they are used pursuant to this MOA.
11. Indemnification: 7 PILLARS agrees to indemnify, defend and hold harmless the Clayton County Public Schools (CCPS), its Board of Education, and CCPS employees, agents or assignees ("CCPS Indemnitees") from any and all claims, actions, liabilities, losses, damages, costs for bodily injury, property or personal damage, and expenses (including reasonable attorneys' fees) associated with any claim or action brought against CCPS Indemnitees for (i) the negligent acts, omissions or intentional misconduct of Utopian, its employees or agents; (ii) the breach of representations and warranties under this MOA by Utopian; or (iii) the breach of the duties, responsibilities, and obligations under this MOA by Utopian, its employees and agents .
12. Entire Understanding: This MOA represents the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior agreements and negotiations are hereby superseded. Further, this MOA may not be modified or amended, except by written agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set, this day as noted below.

CLAYTON COUNTY PUBLIC SCHOOLS:

By: 
Title: Superintendent/CEO
Date: 8/12/19

SEVEN PILLARS CAREER ACADEMY

By: 
Title: Christina Guillen, Head of Schools
Date: 8/7/2019