

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CLAYTON COUNTY PUBLIC SCHOOLS
AND
7 PILLARS CAREER ACADEMY**

This Memorandum of Understanding ("MOU") is executed between the Clayton County Public Schools (hereinafter referred to as "CCPS") and 7 Pillars Career Academy ("7 Pillars").

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the operation of the Seven Pillars Career Academy to be located in Clayton County. In particular, this MOU is intended to: establish the role of CCPS and 7 Pillars as they work together to develop an implementation plan for 7 Pillars. This Agreement is intended to outline the agreement of 7 Pillars and CCPS governing their respective legal relationships, fiscal and administrative responsibilities, as well as the operation of 7 Pillars.

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 agreement will be carried out on behalf of CCPS by District staff.
- B. 7 Pillars Career Academy is a public Charter School, existing under the laws of the State of Georgia and under the supervisory oversight of the school district, having been approved by the Clayton County Board of Education.
- C. Written modifications of this Agreement may be made by mutual agreement as set forth below.
- D. Upon the execution of this Agreement by the parties, it, and all authorized amendments, shall be fully incorporated as part of the final charter contract to be executed upon state approval.
- E. The parties recognize and agree that 7 Pillars 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 as to employment.

II. GENERAL AGREEMENTS

- 1. Along with the final Charter contract, this Agreement and all authorized amendments will govern the relationship between CCPS and 7 Pillars.

2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both CCPS and 7 Pillars, ratified by the respective boards, and must indicate intent to modify or amend this Agreement.
3. The duly authorized representative of 7 Pillars is its Board Chair, or his/her assigned designee.
4. The duly authorized representative of CCPS is the Superintendent, or his/her assigned designee. In order to ensure consistency in communications, all communication regarding any aspect of the operation of 7 Pillars shall be initiated by the designated representative of 7 Pillars with the Superintendent of CCPS, unless the Superintendent delegates this function to another employee of CCPS.
5. The terms of this Agreement shall be coterminous with the operation of the Charter, including the current term and any renewal terms. This Agreement shall be effective upon approval of the parties' respective agents and remain in place through June 30, 2023 with annual renewal and revision options.
6. This Agreement shall terminate automatically upon closure of 7 Pillars for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law.
7. Failure to meet and comply with the terms of the Agreement shall constitute a material violation of the conditions, standards, or procedures set forth in the Charter.

III. FUNDING RELATIONSHIP

1. 7 Pillars will be funded in accordance with the State of Georgia rules and regulations. 7 Pillars will receive base funding and may receive supplemental funding, as regulated by law. Additional supplemental funding may be provided, as appropriate and if eligible. Funds shall be allocated to 7 Pillars on a prorated basis based on the state-approved formula to generate the funds, to include special education programmatic funds, minus the legally required or agreed upon administration fee (i.e., indirect cost fee) charged by CCPS. CCPS will charge the maximum indirect costs as allowed under law or as specified by the specific funding source.
2. All funds will be distributed to 7 Pillars within 30 days of receipt by CCPS, barring any unforeseen circumstances outside of CCPS control.
3. 7 Pillars will be responsible for providing the Georgia Department of Education ("GaDOE") with all data required for funding with the exception of any data requests made by GaDOE directly to CCPS.
4. Grants written by and obtained by 7 Pillars will come directly to 7 Pillars and not go through CCPS or be subtracted from the resources CCPS would otherwise have allocated to 7 Pillars.

5. 7 Pillars agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds.
6. 7 Pillars agrees that all loans or other financial commitments by 7 Pillars shall be the sole responsibility of 7 Pillars and CCPS shall have no obligation for repayment. 7 Pillars shall provide District with not less than 30-days' notice of its intent to incur debt of any kind, including debt incurred by 7 Pillars on behalf of, or for the benefit of 7 Pillars.
7. 7 Pillars agrees that all revenue obtained by 7 Pillars shall only be used to provide educational services and support consistent with its Charter, and shall not be used for purposes other than those consistent with the approved Charter, this Agreement or any authorized amendments. All expenditures shall be in accordance with applicable law.

IV. LEGAL RELATIONSHIP

1. The parties recognize that 7 Pillars is a separate legal entity that operates under the supervisory oversight of CCPS. As such, CCPS shall not be liable for the debts or obligations of 7 Pillars. 7 Pillars shall 1) maintain its status in good standing with the Internal Revenue Service, and the State of Georgia, 2) operate in compliance with its bylaws and the Charter, and 3) further ensure that 7 Pillars operates in compliance with all applicable laws. Any failure to do so will be deemed a material violation of the Charter.
2. 7 Pillars governing board and executive director shall be wholly and independently responsible for 7 Pillars operations and shall manage its operations efficiently and economically within the constraints of 7 Pillars Charter and its annual budget. CCPS shall not be liable for the debts or obligations of 7 Pillars for claims arising from the debts or obligations of 7 Pillars or for claims arising from the performance of acts, errors, or omissions by 7 Pillars.
3. 7 Pillars agrees to indemnify CCPS against any such claims as set forth in the Charter and this section, except those claims resulting from the grossly negligent, reckless or intentional acts or failures to act by CCPS and/or CCPS personnel.
4. 7 Pillars shall not enter into a material contract or agreement to be managed or operated by any other non-profit benefit corporation (or any other corporation or entity) without the express written prior approval of CCPS.
5. 7 Pillars shall not have the authority to enter into a contract that would bind CCPS, nor to extend the credit of CCPS to any third person or party. 7 Pillars shall clearly indicate in writing to vendors and other entities and individuals outside CCPS with which or with whom 7 Pillars enters into an agreement or contract that the obligations of 7 Pillars under such agreement or contract are solely the responsibility of 7 Pillars and are not the responsibility of CCPS.

6.7 Pillars shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, and agrees to take appropriate remedial action if notified by CCPS, State of Georgia, and/or Office of Civil Rights or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing.

V. OVERSIGHT RELATIONSHIP

1. Oversight Obligations: CCPS oversight obligations include, but are not limited to, the following:

- a. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between 7 Pillars and CCPS.
- b. Monitoring performance and compliance with the Charter and with applicable laws
- c. Data required to be submitted pursuant to this section shall be submitted in electronic form if requested by CCPS.
- d. 7 Pillars shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. 7 Pillars shall maintain a minimum reserve for economic uncertainties (designated fund balance) in an amount to be determined and agreed upon at the execution of the charter contract.
- e. For purposes of fiscal oversight and monitoring by CCPS, CCPS, may upon written request, require 7 Pillars to provide the following information and documentation related to its operations. 7 Pillars shall provide all information and documentation relative to following categories in the form and at the times reasonably specified by CCPS, if requested:

- (1) Student Data
- (2) Personnel Data/Credential Data
- (3) Budget/Financial Data (including official audit reports)
- (4) Governance Data/Meeting Information
- (5) Personnel Policies
- (6) Risk Management Data
- (7) Programmatic/Performance Audit
- (8) Instructional Materials
- (9) Other

2. Administrative Services: 7 Pillars has the obligation to provide all administrative services necessary to operate 7 Pillars. Both parties agree that CCPS has the legal right to charge the maximum indirect costs as allowed under law or as specified by the specific funding source. CCPS has determined that it will charge 7 Pillars a 1% administrative services fee. Charter School may provide these services directly or may contract with a third party to provide services, including the District. If Charter School purchases services from a third-party other than the District it shall ensure that the District is able to access all information regarding Charter School maintained by the third-party service provider. Should Charter School desire to purchase administrative or business services from the District, Charter School shall request administrative services in writing. If 7 Pillars requests administrative services from the District in writing, the parties shall execute an administrative services contract delineating their agreement. Any such contract is incorporated by reference herein and shall govern the parties' entire relationship with respect to the District's provision of administrative services.

VI. INSURANCE

1. 7 Pillars will obtain its own insurance coverage for the operations of 7 Pillars and shall supply CCPS proof of insurance based upon the types and amounts recommended by CCPS. This will be determined by the standard coverage for a school of similar size and location, which may change annually based on other factors, size and location of 7 Pillars. It is understood that 7 Pillars is a separate school district from CCPS and 7 Pillars is afforded no coverage under any District policy.
2. 7 Pillars is to procure and maintain, from the work start date of first employee until the end of this Agreement, Workers' Compensation insurance against claims for injuries to 7 Pillars employees in accordance with such insurance as required by the State of Georgia Department of Labor regulations. In addition, 7 Pillars will be responsible for maintaining unemployment insurance and adhering to state reporting regulations.
3. CCPS is not responsible for real or personal property losses suffered by 7 Pillars, its elected or appointed officials, employees, agents, volunteers or students. 7 Pillars shall be solely responsible for obtaining adequate property insurance for 7 Pillars personal property, building improvements and any real property/buildings owned by 7 Pillars.

VII. EDUCATIONAL PROGRAM

1. Subject to District oversight and compliance with its Charter and applicable state and federal law, including, without limitation, NCLB, IDEA, state law on the education of students with disabilities, and Section 504, 7 Pillars is autonomous for the purposes of, among other things,

deciding 7 Pillars educational program with the understanding that the educational program shall comply with the Charter.

2. Once the needs of the students with disabilities enrolled in 7 Pillars have been identified, CCPS will provide supplementary and related services on site to those students in the same manner as it serves all other students with disabilities in its other local schools.
3. 7 Pillars calendar shall be submitted annually in the spring preceding the school year to CCPS for review and verification of compliance with instructional day and minutes requirements. Any updates to the calendar shall be provided to CCPS within 30 days of any changes.
4. Students attending 7 Pillars may be allowed to participate, as reasonably appropriate, in special program academic options (i.e., Academic Bowls, Spelling Bees, etc.) considered county-wide or state-wide offerings. However, 7 Pillars must cover the amount equal to the same cost it would take for the District to provide the opportunity to students enrolled in CCPS to participate in the competition or event. Any arrangements under this Agreement will be made through the CCPS contact staff accordingly.
5. CCPS may provide assistance or services in support of Gifted and English Language Learner students, to include training on assessments and curriculum delivery, at a reasonable cost to be determined by CCPS.
6. CCPS may provide use of curriculum materials, to include textbook and accompanying items, at a reasonable cost to be determined by CCPS.
7. It is understood that 7 Pillars shall meet or pursue the adequate applicable accountability provisions under state and federal law.

VIII. GENERAL OPERATIONAL PROVISIONS

- All staff working at 7 Pillars are employees of 7 Pillars. 7 Pillars shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. Nothing in this section shall restrict 7 Pillars ability to hire temporary employees or independent contractors, as necessary. 7 Pillars shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements.
- Employees of 7 Pillars will be allowed to attend specified professional development courses and sessions as offered by CCPS, where identified, at a reasonable cost per participant equal to the same cost it would take for the District to provide the opportunity to teachers of CCPS to participate in the session. Any specific instances of requests for additional or supplemental training will be provided at an additional cost to be determined by CCPS. Any arrangements under this Agreement will be made through the CCPS contact staff accordingly.

- CCPS will provide school nutrition services to students of 7 Pillars at the federal reimbursable rate to be identified in a later separate, written agreement. 7 Pillars shall fully comply with all state and federal laws governing free and reduced-price lunch/meals.
- If applicable, CCPS will provide limited transportation services to students of 7 Pillars at a reduced cost, to be identified in a later separate, written agreement.
- 7 Pillars will be provided access to District vendor information in the event they would like to make contact to negotiate services under a separate organizational contract. Additionally, CCPS may provide RFP data to assist 7 Pillars in obtaining services needed for efficient operation.
- CCPS will provide limited technology services to students of 7 Pillars at a reduced cost based upon a per student fee based upon 7 Pillars FTE count, to be determined at a later time. This cost will cover a combination of access to Infinite Campus, Smart Choice, and application support services. Any specific instances of requests for additional or supplemental access to applications, platforms or software services will be provided at an additional cost to be determined by CCPS. Any employee or agent of 7 Pillars provided such access to systems agrees to sign a confidentiality agreement with the understanding that CCPS will not indemnify them for any violations of breach of student data. Any arrangements under this Agreement will be made through the CCPS contact staff accordingly.
- If 7 Pillars is utilizing District facilities, 7 Pillars understands and acknowledges that a separate legal agreement that shall be developed in accordance with this paragraph is required.
 - For lease of a District facility to serve as school site location - The lease will identify the timeframe for occupancy and govern any provisions that will be the responsibilities of 7 Pillars.
 - For use of a District facility to serve as an event location (i.e., Performing Arts Center, Professional Learning Center) – The use will be specified by a Facilities Use Agreement and the cost will be based upon the non-profit rate or an amount to be approved by the administration.

IX. RENEWAL

The parties recognize that 7 Pillars will be required to meet the requirements of law as a condition for renewal. If 7 Pillars intends to apply for a renewal of its charter, it must submit its petition to both the Clayton County Board of Education and the State Board of Education no later than six (6) months in advance of the end of its current term. The petition must satisfy all legal criteria and evidence that the Charter has operated in full compliance with the law, the Charter and any MOU's or contracts in order to be renewed.

This Agreement represents the initial partnership agreement between 7 Pillars and CCPS, and shall only be modified in writing by the mutual agreement of the parties whose signatures below indicate agreement.

For Clayton County Public Schools by:

Dr. Anthony Smith

(Printed Name)

Dr. Anthony Smith

(Signature)

Superintendent

(Position)

10/31/2023 | 3:45:10 PM EDT

(Date)

For Seven Pillars Career Academy by:

Hilary R. Carruthers

(Printed Name)

Hilary R. Carruthers

(Signature)

Board Chair

(Position)

October 25, 2023

(Date)