ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
CLAYTON COUNTY PUBLIC SCHOOLS
AND
SEVEN PILLARS CAREER ACADEMY

WITNESSETH:

BE IT KNOWN, that for good and sufficient consideration, the parties make the following additions or changes to the Memorandum of Understanding (MOU) entered into on the 12th of April, 2019 by and between the Clayton County Public Schools, hereinafter referred to as "CCPS," and Seven Pillars Career Academy, hereinafter referred to as the "Charter School."

WHEREAS, the parties wish to amend certain terms identified in sections V, VII, and VIII of the MOU outlining party roles and ensure that certain terms not otherwise defined are now clarified.

NOW THEREFORE, the parties do hereby agree that this addendum shall become a part of the above-referenced MOU and be valid as if part of the original MOU. The below revised terms shall become effective on the last signature date below.

I. EFFECTIVE DATE

This Agreement shall become effective upon signing by all parties, remain in effect for a one-year time period and automatically renew for additional one-year terms subject to O.C.G.A. § 20-2-506 (b), except as otherwise herein provided and subject to the re-evaluation/renewal/termination provisions set forth in the original MOU.

V. OVERSIGHT RELATIONSHIP

2. Administrative Services: The Charter School has the obligation to provide all administrative services necessary to operate the Charter School. 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 the Charter School 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 the Charter School 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.

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, the Charter School is autonomous for the purposes of, among other things, deciding the Charter School's 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 the Charter School 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. The Charter School's 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 the Charter School 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, the Charter School 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 the Charter School shall meet or pursue the adequate applicable accountability provisions under state and federal law.

VIII. GENERAL OPERATIONAL PROVISIONS

- All staff working at the Charter School are employees of the Charter School. The Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. Nothing in this section shall restrict the Charter School's ability to hire temporary employees or independent contractors, as necessary. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements.

- Employees of the Charter School 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.

- Absent a written agreement to the contrary, the Charter School will be responsible for providing its own food services. The Charter School shall fully comply with all state and federal laws governing free and reduced-price lunch/meals.

- CCPS will provide limited transportation services to students of the Charter School at a reduced cost, to be identified in a later separate, written agreement.

- The Charter School 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 the Charter School in obtaining services needed for efficient operation.

- CCPS will provide limited technology services to students of the Charter School at a reduced cost based upon a per student fee based upon the Charter School's 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 the Charter School 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 the Charter School is utilizing District facilities, the Charter School understands and acknowledges that a separate facility use agreement is required, that shall govern over this paragraph.

- For lease of building to serve as school site location - The Facilities Use Agreement will be a year-to-year arrangement. All minor maintenance and general upkeep of the facility shall be the responsibility of the Charter School.
- For use of building to serve as an event location (i.e., Performing Arts Center, Professional Learning Center) – The cost will be based upon the non-profit rate or an amount to be approved by the administration.

INCORPORATION

No other terms or conditions of the Agreement are negated, altered or revised as a result of this addendum. All other terms and provisions of the original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto agree to execute this addendum effective as of the date first written above.



5-6-19

Superintendent, Clayton County Public Schools — Date

Hilary R. Carruthers — May 1, 2019

Representative, Seven Pillars Career Academy — Date