

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

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

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 the Charter School as they work together to develop an implementation plan for the Charter School. This Agreement is intended to outline the agreement of the Charter School and CCPS governing their respective legal relationships, fiscal and administrative responsibilities, as well as the operation of the Charter School.

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. Seven 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 the Charter School 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 the Charter School.

2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both CCPS and the Charter School, ratified by the respective boards, and must indicate intent to modify or amend this Agreement.
3. The duly authorized representative of the Charter School is Hilary Carruthers, Board Chair of The Charter School, or 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 the Charter School shall be initiated by the designated representative of the Charter School 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 until June 30, 2019 with annual renewal and revision options.
6. This Agreement shall terminate automatically upon closure of the Charter School 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. The Charter School will be funded in accordance with the State of Georgia rules and regulations. The Charter School 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 the Charter School 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 the Charter School within 30 days of receipt by CCPS, barring any unforeseen circumstances outside of CCPS control.
3. The Charter School 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 the Charter School will come directly to the Charter School and not go through CCPS or be subtracted from the resources CCPS would otherwise have allocated to the Charter School.
5. The Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds.
6. The Charter School agrees that all loans or other financial commitments by the Charter School shall be the sole responsibility of the Charter School and CCPS shall have no obligation for repayment. The Charter School shall provide District with not less than 30-days' notice of its intent to incur debt of any kind, including debt incurred by the Charter School on behalf of, or for the benefit of the Charter School.
7. The Charter School agrees that all revenue obtained by the Charter School 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 the Charter School 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 the Charter School. The Charter School 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 the Charter School operates in compliance with all applicable laws. Any failure to do so will be deemed a material violation of the Charter.
2. The Charter School's governing board and executive director shall be wholly and independently responsible for the Charter School's operations and shall manage its operations efficiently and economically within the constraints of the Charter School's Charter and its annual budget. CCPS shall not be liable for the debts or obligations of the Charter School for claims arising from the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School.
3. The Charter School 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. The Charter School 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. The Charter School 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. The Charter School shall clearly indicate in writing to vendors and other entities and individuals outside CCPS with which or with

whom the Charter School enters into an agreement or contract that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of CCPS.

6. The Charter School 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 the Charter School 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. The Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. The Charter School 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 the Charter School to provide the following information and documentation related to its operations. The Charter School shall provide all information and documentation 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. Oversight fees for administrative services: The Charter School has the obligation to provide all administrative services necessary to operate the Charter School. Administrative Services: Charter School has the obligation to provide all administrative services necessary to operate Charter School. 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.

VI. INSURANCE

1. The Charter School will obtain its own insurance coverage for the operations of the Charter School 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 the Charter School. It is understood that the Charter School is a separate school district from CCPS and the Charter School is afforded no coverage under any District policy.
2. The Charter School 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 the Charter School's employees in accordance with such insurance as required by the State of Georgia Department of Labor regulations. In addition, the Charter School 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 the Charter School, its elected or appointed officials, employees, agents, volunteers or students. The Charter School shall be solely responsible for obtaining adequate property insurance for the Charter School's personal property, building improvements and any real property/buildings owned by the Charter School.

confidentiality agreement with the understanding that CCPS will not indemnify them for any violations or breach of student data.

IX. RENEWAL

The parties recognize that the Charter School will be required to meet the requirements of law as a condition for renewal. If the Charter School 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 the Charter School 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. Morcease J. Beasley

(Printed Name)

Superintendent/CEO

(Position)

(Signature)

3-11-19

(Date)

For Seven Pillars Career Academy by:

Hilary R. Carruthers

(Printed Name)

Board Chair

(Position)

(Signature)

February 28, 2019

(Date)