

DCSD Assurances and Required Statements

Georgia law, State Board of Education Rule, and DeKalb County School District (hereinafter “DCSD”) policy require your school to provide assurances that it will meet specific requirements and comply with applicable laws. This assurances form enumerates these requirements, and when you submit the signed signature sheet with this assurances form as part of your charter school application package, you are providing the legal assurance that your charter school understands and will comply with these requirements. The school’s governing board chair must sign this form. DCSD Assurances and Required Statements may not be altered in any way.

As the authorized representative of the applicant, I certify that the information submitted in this application for a charter school in DeKalb County is true to the best of my knowledge and belief.

The Charter School agrees to comply with and adhere to the Georgia Department of Education’s Assurances as well as DCSD’s Assurances as follows:

Governance

1. The Charter School shall be subject to the control and management of the DeKalb Board of Education, as provided in the charter and in a manner consistent with the Constitution.
2. Charter School Board members (hereinafter the “Board”) will not constitute a voting majority on any other public or private school board. Board member services shall be voluntary, and each board member shall be fully insured with appropriate and approved Directors & Officers Liability Coverage. The Charter School acknowledges that the potential exists for Board members to be sued in their official and/or personal capacity, which means that the financial protection for liability payments and/or defense costs will only be through the Directors & Officers Liability Coverage unless the Charter School also opts to purchase a bond for its Board members. The District recommends that the Charter School also purchase a bond in addition to providing Directors & Officers Liability Coverage to ensure that all Board Members are fully protected from financial hardship and liability and to prevent any potential gap in coverage.
3. No member of the Board shall sell, lease, or receive payment for providing textbooks, supplies, services, equipment, facilities, or land to a Charter School or other public school in DCSD. Nor will the Board members receive payment for services as Board members.
4. The recruitment of students is the responsibility of the Charter School. During the recruitment process, the Charter School will provide parents of potential students with accurate information about the programs, services, and amenities available at the school. The Charter School shall make an electronic copy of the complete Charter School petition and contract available on its website.
5. The Charter School agrees to sign an updated version of this Letter of Assurances, if needed during the charter term, to ensure compliance with federal or state law or rule and/or DCSD policy, regulations, and/or guidelines.

Financial

1. DCSD shall fund the charter school pursuant to the funding formula provided by O.C.G.A. § 20-2-2068.1 and applicable State Board rules.

2. According to State Board Rule 160-4-9-.05, the per-pupil funding amounts listed in § 15(c) of the Charter represent DCSD's good-faith estimate of the base per-pupil amount at which it will fund the Charter School as long as the school system receives the state and local revenues upon which the approved school budget is based. The actual amount of per-pupil funding DCSD will provide to the charter school is subject to change in a given fiscal year based on fluctuations in enrollment and state and local revenues and shall be derived from the funding formula provided by O.C.G.A. § 20-2- 2068.1.
3. The Charter School agrees to maintain enrollment less than or equal to the maximum enrollment identified in the charter contract. Only upon annual approval from the DeKalb Board of Education and the Georgia Department of Education by April 1st of the preceding year may the Charter School exceed its maximum enrollment levels by no more than 15% of the enrollment identified in the charter contract.
4. The Charter School is subject to periodic audits by DCSD's Internal Audits Department.
5. The Charter School will be responsible for providing various financial reports to the DCSD Internal Audits Department, the DCSD School Innovation Department, and the DeKalb Board of Education. The reports include but are not limited to the following: Cash Flow Statement, Balance Sheet, Statement of Expenditures vs. Budget, Statement of Revenue vs. Expenditures, Quarterly Statements, and End-of-Year Statements (showing encumbrances through June 30).
6. Any qualified audit findings or non-conformity with generally accepted governmental accounting standards may result in the termination of the charter after review by the DCSD Finance Department.
7. Any deficit occurring during or at the end of a fiscal year shall be eliminated by funds to be provided by the Charter School. The Charter School shall not request any additional funds from the DCSD to cover any deficit created by the Charter School and the DCSD shall not allocate funds for the Charter School for the next fiscal year until the deficit has been resolved satisfactorily.
8. The Charter School is solely responsible for all debts incurred by the Charter School and its governing body, and the DCSD shall not be contractually bound to the Charter School or to any third party with whom the Charter School has a contract or from whom the Charter School has purchased goods or services, except as otherwise agreed in the charter contract.
9. If the Charter School wishes to enter into an agreement to borrow funds in which the repayment period exceeds the current fiscal year, the Charter School must notify DCSD one month prior to entering the agreement for review and consideration and provide an amended budget reflecting the loan and repayment period that has been previously approved by the Charter School governing board. To enter into significant long-term debt, the Charter School must be in its second (or subsequent) charter term and be in good standing with DCSD and the GADOE.
10. The Charter School will provide evidence that it has obtained appropriate insurance of the governing board and administrators by August 1st of its first year of operation. In the event the Charter School ceases operation for any reason, the Charter School and its governing body shall be responsible for closing out the business affairs of the Charter School. The Charter School shall cooperate with the DCSD to the extent necessary to provide an orderly return of the students to the appropriate schools for which they are zoned. At the time a Charter School ceases operations any furniture and equipment purchased with state or local funds shall be delivered to DCSD.

11. If the Charter School plans to cease operation or is notified that the contract will not be renewed, the school will notify the DCSD Office of School Innovation within 48 hours with the name and contact information of the person responsible for the closing procedures.
12. Upon notification of termination or non-renewal of the Charter in accordance with Sections 24 or 26 of the Charter Contract, the Charter School shall allow DCSD to place a full-time DCSD employee at the Charter School to monitor all school operations and to monitor and access records of the Charter School's expenditures and proposed spending of remaining public funds. The District will designate a receivership under the DCSD's Internal Audits Department to ensure full transparency of closing procedures. Unless an emergency closure is necessary, the Charter School will ensure that a transition plan is developed, approved by DCSD, and the Charter School will close at the end of the fiscal year in which it is operating, per state law.
13. Within thirty (30) days after the termination of the charter for a local Charter School, all public surpluses shall be returned to DCSD. Upon termination of the charter for a local charter school, all assets of the terminated charter school purchased using state or federal grant funds, and all unencumbered state or federal grant funds awarded by the State Board of Education shall revert to the local district and shall not be used by the school or its nonprofit governing board to satisfy liabilities.
14. The Charter School shall submit a financial audit for the final year of operation, prepared by an independent Georgia-licensed certified public accountant within thirty (30) days of ceasing operations. This audit shall include a detailed inventory of all assets. Further, should the Charter School not have sufficient funds to pay all its bills, invoices, or other evidence of indebtedness at the time it ceases operation, DCSD shall not be responsible for any debts incurred or contracts signed by the Charter School.

Performance Evaluation

1. The Charter School will be assessed using DCSD's effective school framework. The formal data-sharing agreement with Research/Data/Evaluation to provide the District with MAP and/or other assessment data when Georgia Milestones data is unavailable shall be maintained.
2. The Charter School will ensure that all data required for evaluating performance is complete, accurate, and submitted in a timely manner.

Student Support Services

1. The Charter School will provide services to Students with Disabilities and English Language Learners in the same manner as traditional schools in DCSD. The Charter School shall follow DCSD's Exceptional Education Service Guidelines for DCSD Charter Schools (Including Special Education and Hospital Homebound). Additionally, the Charter School will provide supplemental education services and remediation in required cases in the same manner as traditional schools in DCSD. The Charter School will establish a Student Support Team (SST) in accordance with state guidelines and DCSD board policies manual and comply with Section 504 by providing appropriate accommodations.
2. The Charter School will notify the DCSD upon receipt of a formal complaint or due process hearing request made by a parent/guardian or student concerning the Individuals with

Disabilities in Education Act or 504 Plan, furnish a copy of such complaint and cooperate fully in the investigation, defense and resolution of such complaint.

3. The Charter School will use DCSD forms for Section 504, special education, counseling services, psychological services, social services, SST, and health services.
4. The Charter School will hire or contract Special Education teacher(s), a licensed school counselor, a licensed certified school psychologist or a licensed clinical psychologist, a licensed school social worker, a school nurse, and special education paraprofessionals, to provide services to eligible students in accordance with State and federal guidelines.
5. The Charter School may choose to adopt the DCSD Student Code of Conduct, may modify the DCSD Code of Conduct, or use its own Code of Student Conduct but must still comply with federal and state due process procedures. An electronic copy of the Charter School's Student Code of Conduct will be published on the Charter School's website by August 1st of each school year. The Charter School will handle all discipline issues regarding students with disabilities in accordance with federal regulations, state guidelines, and DCSD policies.

Personnel

1. The Charter School is responsible for the hiring of all personnel required to implement the contract. The Charter School's hiring decisions may not cause the District to fail to meet federal comparability standards. The District will inform the Charter School no later than the October Date Certain of each year if the Charter School's staffing practices need to be adjusted to meet federal comparability. Failure to follow District guidance may result in a federal fine.
2. No administrator will be directly responsible for the hiring, supervision or evaluation of a member of his/her immediate family.
3. The Charter School shall submit the Certified Personnel Index (CPI) data to the DCSD's Human Resources Department per District established deadlines and other times upon request by Human Resources personnel.
4. The faculty, instructional staff and all other personnel necessary for the operation of the Charter School shall be employees of the Charter School. Employees will meet GAPSC requirements for working at Charter Schools.

Facilities

1. Prior to students occupying any facilities and/or the Charter School committing to any certificate of lease or ownership, the Charter School shall obtain proper approval for any sites and/or facilities from DCSD and the Georgia Department of Education's Facilities Services Division.
2. The Charter School will prepare a safety plan and submit that plan and its approval from the Georgia Emergency Management Agency to the District prior to the start of school annually.

School Nutrition & Transportation

1. If the Charter School elects to participate in the National School Breakfast and Lunch Program, the Charter School will submit its own application to the GADOE if required and will be responsible for accurately counting meals and submitting financial reimbursement claims to the GADOE for meals meeting specified nutrient standards.
2. The Charter School agrees to provide DCSD with transportation safety documentation, if any, as required by the GADOE no later than June 1 for the pending school year and adhere to DCSD's Transportation Standard Operating Procedures, if DCSD school buses are used.
3. The Charter School's transportation program will comply with applicable law and any vehicles or drivers used for transporting students will meet the same safety standards applicable to public schools in this State.
4. The Charter School will adhere to DCSD's Transportation Standard Operating Procedures, if DCSD school buses are used.

Public Safety

In accordance with DeKalb Board of Education Policy IBB-R(2), this letter of assurances serves as notification of the charter school administration's and Governing Board's intention to contact the DeKalb County School District Department of Public Safety to respond to any intruder/suspicious person(s), student disruption, bomb threat, drug issue, violence or other acts that threaten the safety of students, staff, and authorized visitors at the charter school.

Administrative

1. The Charter School's leader will be provided a District email address, identify a business email and voicemail for correspondence with the DCSD, and make good faith efforts to respond to all DCSD inquiries within one business day. Representatives from the Charter School will attend any workshop, in-services, and/or training and other meeting(s) as required by DCSD. The Charter School shall complete annual reports and surveys, as mandated by DCSD.
2. The Charter School shall report daily attendance to DCSD using the standard, approved method of data collection. Master schedules and student schedules must exist for students in grades K-12 prior to the start of the school year. All changes in the schedules shall be completed prior to the first FTE count date of the school year. Final grades for each course must be recorded after each semester. DCSD will provide the necessary software and training for the student information system application while the Charter School will provide hardware and the necessary internet service connection. The DCSD Student Information System is to be used for the collection of all data and information required by O.C.G.A. 20-2-320 for mandatory reporting to the State Department of Education (SDOE) and federal agencies (example: discipline). The method of data collection will be that which is currently in use by DCSD and may be changed from time to time based on technology currently in use. Existing periodic and end-of-year checklists provided by DCSD will be used to define when progress reports, report cards and other verifications are to be produced.
3. The Charter School shall maintain all student records in accordance with applicable federal and state laws, regulations, rules and policies. The Charter School shall maintain all student records on behalf of the District during each student's enrollment in the Charter School. Upon a student's withdrawal or other matriculation from the Charter School, the student's

educational records shall be returned within ten (10) business days to the District's student records center for retention.

4. The Charter School shall maintain and ensure the privacy and confidentiality of each student's educational record in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and shall not disclose to any unauthorized third party any personally identifiable information concerning any student enrolled in the Charter School without first obtaining prior written parental permission.
5. Subject to state and federal laws, DCSD and its agents shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the Charter School. The Charter School agrees to unannounced visits and announced instructional audits conducted by DCSD's School Innovation and/or the Internal Audits Departments, as needed; provided, however, that such visits shall not interfere with the operations of the Charter School. This access, however, shall not be unreasonably withheld if prior notice is provided by DCSD.
6. The Charter School will follow the District's gifted identification process as set forth by the guidance from the Georgia Department of Education, DCSD's Department of Curriculum & Instruction, and DCSD's Office of Continuous Improvement.

Assurances for Charter Schools with an Education Service Provider Agreement

If the Charter School did not envision relations with an Education Service Provider (ESP) during the petition process, but elects to enter into such a contract (hereinafter "ESP Agreement") during the charter term, the District and the state shall be notified. A charter amendment must be approved prior to execution of the ESP Agreement.

1. No provision of the ESP Agreement shall interfere with the Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Charter School. No provision of the ESP Agreement shall prohibit the Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act. The Board of the school will solely retain authority over the budget. Representatives of the ESP will not serve on the Board.
2. The Board must ensure that, while management partners may make recommendations to the governing board, the Board will not be under any contractual obligation to accept these recommendations.
3. If the charter contract is terminated, the Charter School Board shall ensure that the management company turns over all student, personnel, fiscal, and other Charter School records to the Board within five business days.
4. Nothing in the ESP Agreement shall be construed in any way to limit the authority of the DeKalb County Board of Education including, but not limited to, the authority to take and enforce action pursuant to O.C.G.A. § 50-14-1 et seq. and O.C.G.A. §50-18-70 et seq.
5. To the extent there are any conflicts between the terms of the Charter School's charter contract and the terms of the ESP Agreement, the terms of the charter contract will control.
6. If an ESP purchases equipment, materials and supplies for the use of, on behalf of or as the agent of the charter, the ESP Agreement shall provide that such equipment, materials and supplies shall be and remain the property of the charter. The ESP shall not charge additional

commission, mark-up or similar fees, for the items purchased for the use of, on behalf of or as the agent of the Charter School. Any such purchases must be made from a third party supplier, unless set forth in the charter petition.

7. The Board will ensure that the ESP Agreement contains a section that will reasonably permit either party to terminate the ESP Agreement.
8. The ESP Agreement should include provisions dealing with ownership of physical and intellectual property developed by the ESP or by the Charter School's employees.

Insurance Generally

Charter School shall procure and maintain for the duration of its charter contract, at its sole cost and expense, such insurance as will fully protect it and the Indemnitees, from any and all claims as set forth in the Indemnification clause that may arise out of Charter School's operations under the charter agreement from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of this charter agreement and for the Charter School's professional liability under the charter agreement.

The following is the minimum insurance coverage and limits that the Charter School must maintain. If the Charter School maintains broader coverage or higher limits than the minimums shown below, DCSD requires and shall be entitled to all coverage and for higher limits maintained by the Charter School.

Minimum Scope and Limit of Insurance

1. Workers' Compensation & Employer's Liability Insurance - Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, products and completed operations, personal injury, bodily injury, property damage and advertising injury, and any other type of liability for which the charter agreement or this Letter of Assurances applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Business Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Educators' Legal Liability Insurance with limits of not less than \$2,000,000 each claim \$2,000,000 in the annual aggregate for all claims. Coverage shall include insurance coverage for DCSD, its appointed and elected officials, departments, agencies, boards, commissions, its

- directors and officers, trustees, agents, employees, volunteers and students while participating in internship programs. Coverage is to also cover Employment Practices Liability.
6. Property Insurance coverage shall be “all risks” and in sufficient amounts to cover the replacement cost of all structures and contents for property owned or leased by the Charter School. Insurance policy shall be endorsed to name DCSD as a Loss Payee as their interest may appear. Deductible or Self-Insured Retentions shall not exceed \$100,000 per loss.
 7. Crime and Fidelity Bond in the sum of not less than \$1,000,000 per occurrence. Coverage shall include coverage for Employee Theft and Dishonesty, Forgery or Alteration, Theft of Money and Securities, Robbery and Burglary, Computer Fraud, Funds Transfer Fraud and Money Orders, Counterfeit Currency and Impersonation Fraud and shall cover liability to 3rd Parties.

Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty-five (45) days prior written notice to DCSD.
2. Workers’ Compensation and Employer’s Liability and Property insurance policies shall contain a waiver of subrogation in favor of DCSD, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers.
3. Commercial Employer’s Liability, General Liability, Automobile Liability and Umbrella Liability insurance policies shall include an appropriate endorsement making DCSD, its appointed and elected officials, departments, agencies, boards, commissions, its directors and officers, trustees, agents, employees, volunteers and students while participating in internship programs, Additional Insureds under such policies.

A copy of these endorsements shall be provided to DCSD.

Claims-Made Policies

If any insurance policy is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of charter contract.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of charter agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the charter agreement, charter school must purchase extended reporting period coverage for a minimum of three (3) years after completion of charter agreement.
4. A copy of the claims reporting requirements must be submitted to DCSD.

Verification of Insurance Coverage

1. Charter school shall furnish DCSD with Certificates of Insurance and certified copy of all insurance policies including Additional Insured, Waiver of Subrogation, and Endorsements. However, failure to obtain the required documents shall not waive the Charter School's obligation to provide them. The certificates, policies and endorsements shall contain the following information:
 - a. Name and address of agent/broker;
 - b. Name and address of insured;
 - c. Name of insurance company, underwriting syndicate, or other insuring entity;
 - d. Description of coverage in standard terminology;
 - e. Policy period;
 - f. Policy Number;
 - g. Limits of liability;
 - h. Name and address of certificate holder;
 - i. Acknowledgment to the DCSD of notice requirements of material adverse change;
 - j. Signature of authorized agent/broker;
 - k. Telephone number of authorized agent/broker; and
 - l. Details of policy exclusions applicable to these Assurances in comments section of Insurance Certificate.
2. In addition to the certificates of insurance, policies and endorsements, the Charter School's broker/ insurer shall provide copies of the policy endorsements evidencing the coverage(s) for DCSD through the Indemnification and Insurance obligations assumed by the Charter School. All certificates/endorsements evidencing primary and excess layers shall be renewed and kept current and up to date on an annual or lesser time basis as needed.
3. All Risk Property Insurance should be in sufficient amounts to cover the replacement cost of all structures and contents to their full value for property owned or leased by the Charter School. Policy(ies) shall be endorsed to name DCSD as a Loss Payee as their interest may appear.
4. Under all coverage required hereunder, the policy(ies) shall be endorsed to include the following terms and conditions: Except for any acceptable secondary layer of protection, the policies shall be primary and not excess to any other coverage provided by or available to DCSD.

Self- Insured Retentions

Director of Risk Management may require the Charter School to purchase coverage with a lower retention or provide financial proof of its ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Non-Limitation on Charter School's Liability

The obligations for the Charter School to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of Charter School whether or not same is covered by insurance.

Insurance Ratings

All of the insurance policies specified shall be written on a form acceptable to DCSD and all companies providing insurance required by charter agreement must meet the minimum financial security requirements of Best's Rating not less than A and Best's Financial Size Category not less than Class X.

Special Risks or Circumstances

DCSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Charter School's Property Insurance

The Charter School assumes sole responsibility for loss or damage to its property.

Other Obligations

1. **Entire Agreement.** These Assurances constitute the entire agreement between the Charter School, DeKalb Board of Education, and District, with respect to the matters set forth herein and supersedes all prior, contemporaneous, written or oral negotiations, agreements, or understandings between the parties regarding such matters, but does not supersede the charter contract, which sets forth the entire agreement between the Charter School, DeKalb Board of Education, and State Board of Education. A scanned or photocopy of these Assurances will be deemed an original.
2. **Waiver.** No failure or delay by the DeKalb Board of Education, or district designee, in exercising any right or remedy herein shall operate as a waiver thereof. The rights and remedies of the District under these Assurances are cumulative and are not exclusive of any rights or remedies which it would otherwise have herein.
3. **No Violation.** The Charter School represents and warrants that the execution of, and performance under, these Assurances will not be a breach of, violation of, or conflict with any other contract or agreement to which it is a party or subject, including the charter contract.
4. **Headings/Interpretation of MOU.** The headings contained in these Assurances are for convenience only and shall not affect in any way the meaning or interpretation of this document.
5. **Severability.** In the event that any term or provision of these Assurances is found to be, or becomes by operation of law, invalid, unenforceable or void, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect, and the invalid, unenforceable or void term or provision shall be deemed not to be a part of these Assurances.
6. **Governing Law.** These Assurances shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
7. **Notices.** Unless otherwise provided in the charter contract, or these Assurances, all notices shall be in writing and shall be sent by electronic mail, U.S.P.S. regular mail, personally delivered, overnight delivery service or certified mail, postage prepaid. Notices shall be

deemed given (a) on the date delivered if delivered personally or by electronic mail, (b) on the first business day following the date of dispatch if delivered by overnight delivery service or (c) three days after deposit in the United States mail with adequate postage affixed if sent certified or by regular mail.

Enforcement. The Charter School acknowledges that if, in the judgment of DCSD, the Charter School is in material breach of one or more provisions of the charter and if such material breach is not fully cured within thirty (30) days after the receipt of written notice to the Charter School identifying the breach and what must be done to cure it, DCSD shall be authorized to initiate termination procedures set forth in O.C.G.A. 20-2-2068 and the accompanying State Board Rule.

Notices shall be addressed as follows:

To the District:

Attn: Superintendent
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

With a copy to:

Director
School Innovation Department
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Agreed to and accepted by the Charter School:

As the Chair of the Governing Board for the Charter School, I provide legal assurance that the Charter School understands and will adhere to the requirements contained in this Letter of Assurances.

Governing Board Chair

Date