

## **ANNUAL LETTER OF ASSURANCES FOR SCHOOL YEAR 2018-2019**

In the Fulton County Schools' (FCS) charter school application process, Charter Schools and the School System agree to procedures and obligations that will be followed in accordance with the terms of the charter contract and all applicable federal, state, and local laws, rules, and regulations. These are outlined in the FCS Annual Letter of Assurances. *Items that are italicized are also included in the Georgia Department of Education's (GADOE) Charter Departments Letter of Assurances.*

New federal, state, and local laws, rules, and regulations may require changes in procedures and obligations over the term of the charter. This Letter of Assurances is updated to reflect any new realities and is signed annually by the charter holder. A Charter School's refusal to annually sign an updated Letter of Assurances may result in termination of the charter contract.

This Letter of Assurances shall not preclude the Charter School from entering into or maintaining any agreement with FCS and/or the State Board, expressly including the agreements set forth in the Charter Contract submitted to and approved by FCS and/or the State Board.

### **FCS Obligations to Charter School**

FCS will operate in good faith to comply with all federal, state, and local rules, regulations, court orders, and statutes relating to charter schools.

#### 1.FCS will provide funding per state law.

In accordance with the Charter Contract, State Board of Education Rule 160-4-9-.06, O.C.G.A. § 20-2-161 (2008), the Georgia Charter Schools Act, and any funding agreements mutually agreed to and entered by the charter school and FCS, FCS will distribute applicable federal, state, and local funding to local charter schools in a timely manner in accordance with law and ensure that funds are spent according to applicable laws, rules, policies, and guidelines, including requirements for the monitoring of the use of federal funds.

#### 2.FCS will provide in-kind services for charter schools to aid in their compliance with state and federal mandates, such as:

- a. Professional development opportunities,
- b. Training and department level meeting participation in the areas pertaining to federal, state, or local mandated activities,
- c. Regular charter school meetings to share best practices and problem-solving ideas,
- d. Administrative support,
- e. Petition development, program assessment, and charter school evaluation guidance, and

- f. Sufficient hardware, software, and training to operate the required student information system and to monitor compliance with federal and state laws and regulations.

3.FCS will fulfill all the local education authorizer (LEA) requirements established by federal and state law.

- a) The Fulton County Board of Education (FCBOE) accepts all the responsibilities outlined in law specifically to “ensure that local charter schools comply with federal accountability requirements,” “to enforce clear expectations for, and ensure achievement of performance goals set forth in the charters,” and “to ensure that funds are spent according to applicable laws, rules, policies, and guidelines, including requirements for the monitoring of the use of federal funds.” O.C.G.A. § 20-22065(b)(2) and § 20-14-30 *et seq.*
- b) FCS also takes seriously the need to put forth a process that is designed to resolve conflicts between the Charter School governing board and the FCBOE regarding the performance of the Charter School. To this end, if the Charter School is not in compliance with the terms of the charter, FCS staff will notify the school leadership. If the compliance issue is not resolved in a reasonable length of time, the parents of the Charter School and the GADOE will be notified that the charter school has been placed on a probationary status pending resolution of the compliance issue.
- c) Any proposal for termination of a charter school will comply with requirements of the Charter Schools Act, as well as any applicable state and local rules and regulations.

**Charter School Obligations**

1.Charter School will fulfill obligations to State and Federal Governments

- a) *The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations.*
- b) *The Charter School shall be subject to the control and management of the local board of the local school system in which the Charter School is located, as provided in the charter and in a manner consistent with the Constitution.* As such, the Charter School will comply with all local, state, and federal laws, rules, regulations, and court order requirements, including those outlined in the FCS Letter of Assurances, FCS Charter School Guidelines, and Charter School Policy. Failure to comply with any and all recommendations or direction from the FCBOE made pursuant to their duties of oversight and management of the Charter School in fulfilling its obligations under state and federal law may result in termination of the charter.
- c) *The Charter School shall not discriminate against any student or employee on the basis of race, color, ethnic background, national origin, gender, disability or age.*
- d) *The Charter School shall be subject to all federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the*

*physical health and safety of school students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct.* The Charter School will comply with the FCS federal monitoring requirements for schools receiving federal funds.

- e) *The Charter School shall be subject to the provisions of O.C.G.A § 20-2-1050 requiring a brief period of quiet reflection.*
- f) *The Charter School shall ensure that the Charter School and its governing board are subject to the provisions of O.C.G.A § 50-14-1 et seq. and O.C.G.A § 50-18-70 et seq.*
- g) *The Charter School shall comply with the accountability provisions of O.C.G.A § 2014-30 through § 20-14-41 and federal accountability requirements, and participate in statewide assessments.* The Charter School will follow the testing schedule provided by FCS and participate in all state-mandated assessments and surveys mandated by FCS.
- h) *The Charter School shall adhere to all provisions of federal law relating to students with disabilities, including the IDEA, Section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990, as applicable.* The Charter School is obligated to provide the full continuum of state and federally mandated services to students eligible for services under IDEA and Section 504 to the same extent as other schools in FCS.
- i) *The Charter School shall provide state and federally mandated services for English Language Learners as applicable.*
- j) *The Charter School shall provide for supplemental educational services as required by federal law and pursuant to SBOE Rule 160-4-5-.03, and for remediation in required cases pursuant to SBOE Rule 160-4-5.01.*
- k) The Charter School shall, by November 1, submit an annual report that includes all state-mandated assessment and accountability scores and complies with all requirements set out in O.C.G.A. §20-2-2067.1(c)(1)-(6). A copy of this report will be submitted to FCS no later than October 7 30<sup>th</sup>. FCS may exercise its right to include notice of deficiencies or provide comments and feedback in the annual report.

## 2. Charter School will fulfill obligations to FCS

- a) *The Charter School shall follow any and all federal, state, and local laws and regulations that pertain to the applicant or the operation of the Charter School.*
- b) In order to provide FCS with necessary data for state funding reporting and enrollment monitoring, the Charter School will use the FCS-approved student information system(s) exclusively and the FCS information portal in accordance with FCS specifications. This includes timely meeting all deadlines for the calculation of grades and the creation of student schedules. The FCS student information system is the official system of record and contains information FCS must report for its states and federal law obligations. Accordingly, the Charter School shall enter all student information, including attendance and grades, into the FCS student information system on a regular, ongoing basis in real time.
- c) The Charter School agrees to complete registration for the upcoming school year and provide the names, addresses, and home school of all accepted students to FCS no later

- than March 1. It is understood that the Charter School can continue to accept students after this date and will continue to update FCS on the number of students registered on a regular basis, as well as provide all other student information to FCS as requested.
- d) If the Charter School does not meet its projected enrollment within twenty percent (20%), the charter may be terminated due to lower than anticipated community support.
  - e) The Charter School is first and foremost a locally authorized FCS charter school, and as such is expected to cooperate with FCS to provide a valuable addition to FCS's portfolio of school choice options that fits within the district framework for services. This allows for the seamless transition for students between FCS traditional schools and FCS's charter schools. Accordingly, the Charter School must provide written notice to FCS for review at least two months prior to making any significant alterations to the operations, organization, or management of the Charter School as established by the current charter school petition. If the proposed changes or alterations impact FCS or the Charter School's ability to comply with state and federal obligations and duties, or cause significant negative impacts to the Charter School, its community, and/or FCS, FCS may direct the Charter School to postpone the proposed changes or alterations until solutions are created, or to forego the changes and alterations altogether if no solution is available. Failure to provide FCS with this required notice and consideration period, and/or failure to implement the resulting FCS directives may result in probation, which if remains unremedied, may result in termination or nonrenewal.
  - f) 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 FCS 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.
  - g) The Charter School shall be represented by its Governing Board chair (or delegate board member) and school leadership in communications with FCS regarding all major concerns, issues, and decisions affecting the Charter School.
  - h) The Charter School shall report enrolled students in a manner consistent with O.C.G.A. 20-2-160 and State Board rule; provided, however, that the Charter School shall certify that all data are correct, including enrollment data and certified personnel information, prior to FCS submitting any such data to the State Board for purposes of funding.

### 3. Charter School will fulfill obligations to the General Public

- a) *The Charter School shall notify the state and FCS of any intent to contract with a for profit entity for education management service.*
- b) *The Charter School shall notify the state and FCS of any changes in the management services contract with any for-profit educational management services entity;*
- c) *The Charter School shall be subject to the requirement that it shall not charge tuition or fees to its students except as may be authorized by local boards by O.C.G.A § 20-2133.*

- d) *The Charter School shall be subject to all reporting requirements of O.C.G.A § 20-2160, subsection (e) of O.C.G.A § 20-2-161, O.C.G.A § 20-2-320, and O.C.G.A § 20-2740.*
- e) The Charter School will operate in a transparent manner as required of all public entities. The Charter School shall maintain its adopted policies, budgets, meeting schedule, meeting agendas, and meeting minutes, and shall make such documents available for public inspection pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq* and State Board Rule.
- f) 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 complete and accurate information about the programs, services, and amenities available at the school as well as the Charter School's performance reflected in CCRPI and Beating the Odds (BTO).
- g) For any state or federal grants the Charter School receives, the Charter School agrees to have the FCBOE act as fiscal agent for flow through purposes. The Charter School agrees to comply with the Single Audit Act, which will determine the procedures the parties will follow.
- h) If the Charter School is classified as an Academically Poor Performing Charter School pursuant to State Board Rule 160-4-9-.04, the Charter School may be terminated pursuant to state law and rule.
- i) The Charter School shall be subject to State Board of Education Governing Board Training Requirements as required by State Board Rule 160-4-9-.04 and 160-4-9-.06.
- j) Pursuant to O.C.G.A. § 20-2-167.1, the Charter School governing board shall hold at least two (2) public meetings to provide an opportunity for public input on its proposed annual operating budget before adopting it.

#### 4. Charter school will fulfill obligations to Students and Families

- a) *The Charter School shall prepare a safety plan in accordance with O.C.G.A §20-21185 and submit and be certified the Georgia Emergency Management Agency. The plan will be submitted to FCS according to FCS deadlines and procedures.*
- b) The local governance of the Charter School shall operate under a structure that maximizes a local level governance body of parents, , and others who are involved in school level governance within the Charter School. Charter School board members will not be nominated, selected, or appointed by any other organization.
- c) The operation and support of the Charter School under the control and management of FCS will be the sole function of the local Charter School governing board.
- d) The Charter School board members will not constitute a voting majority on any other Charter School board, will serve in a voluntary capacity, will be fully insured and bonded prior to final approval of the charter, and will maintain fully bonded status throughout the term of the charter.
- e) No Charter School administrator will be directly responsible for the supervision or evaluation of a member of his/her immediate family. Charter School Administrators

- and Staff will notify the Charter School governing board of all real, perceived, or potential conflicts of interest with regards to the hiring of Charter School Staff and the selection of vendors servicing the Charter School.
- f) The Charter School will not charge student fees that are unreasonable or amount to de facto tuition in prohibition of Georgia law and its charter contract.
  - g) The Charter School shall not counsel a student or parent/guardian to voluntarily withdraw from the Charter School in lieu of the receipt of discipline in accordance with the applicable code of conduct and/or in lieu of state and federally mandated services.

#### 5. Charter School Evaluation Terms

- a) The Charter School will be evaluated using the updated Georgia Performance framework. The three areas of performance covered by the framework—academic, financial, and organizational— correspond directly with the three key areas of responsibility outlined in our state charter laws, charter school contracts, and are the three areas on which a charter school’s performance should be evaluated.
- b) The Academic performance framework will include Georgia Milestones State Performance Targets, Content Mastery, and Progress goals, as well as CCRPI, - and BTO (Beating the Odds) goals.
- c) The Financial performance framework will include Current Ratio (Working Capital Ratio), Unrestricted Days Cash, Enrollment Variance, Debt, and Debt-to-Asset Ratio goals.
- d) The Organizational performance framework will include Educational Program Compliance, Financial Oversight, Governance, Students and Employees and School Environment goals.
  - a) The Charter School will be evaluated on the fulfillment of the goals, objectives, and performance measures agreed to in the Charter School contract. Failure to meet these goals, objectives, or measures may result in termination.
  - b) The Charter School must timely implement all of ready-to-open benchmarks related to facilities, school personnel, enrollment procedures, curriculum and instruction, operations and fiscal management, and governance before it will be permitted to open. In the event the Charter School governing board does not meet the ready-to-open benchmarks, FCS may postpone the school’s opening by up to one year.

#### 6. Specific Programming Terms

- a) Discipline
  - i. *The Charter School shall comply with federal due process procedures as defined by FCS regarding student discipline and dismissal.*
  - ii. *The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.*
- b) Nutrition
  - i. *If the Charter School participates in federal school meals programs, then it shall comply with all applicable state and federal law.*

- ii. If the Charter School requests that the Fulton County School Nutrition Program provide services and such a request is granted by FCS, the Charter School agrees to pay all the costs of the Fulton County School Nutrition Program incurred by the Charter School and will comply with all federal, state, and local policies, procedures, and requirements.
- iii. 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 and will be responsible for accurately counting meals and submitting financial reimbursement claims to the GADOE for meals meeting specified nutrient standards.
- iv. The Charter School will provide affordable lunch services for its free/reduced lunch status student population, at least.

c) Transportation

- i. *The Charter School shall ensure that if transportation is provided for its students, the school shall comply with all applicable state and federal laws.*
- ii. Any vehicles or drivers used for transporting students will meet the same safety standards applicable to public schools in Georgia.
- iii. The Charter School's transportation program will comply with applicable law.
- iv. The Charter School shall provide FCS with transportation safety documentation as required by the GADOE no later than June 1 for the pending school year.
- v. If the Charter School will use the FCS Transportation Department, the transportation zone and bus schedules will be established using the same formulas used for typical schools. Any alternations to those zones and schedules will be approved by FCS by exception only and are dependent upon FCS capabilities and transportation priorities. Requests for exception must be made through the Charter Department one year in advance of the date of July 1 of the implementation. Approval of the exception will be announced annually by August 1. Once an exception is granted, it is considered established by FCS and need not be requested annually.

d) Personnel

- i. *The Charter School shall ensure that all teachers will be certified or meet professional qualifications and in-field requirements in compliance with the Every Student Succeeds Act (ESSA).*
- ii. *The Charter School shall comply with the provisions of O.C.G.A. §20-2-211.1 relating to fingerprinting and criminal background check.*
- iii. *The Charter School shall remit payments to TRS on behalf of employees and shall employ teachers in accordance with TRS.*
- iv. Fingerprinting and criminal record checks will be required of all employees. Employment will be provisional until the results of the criminal record check are obtained.
- v. The Charter School will provide FCS with all personnel information required to complete federal and/or state mandated personnel reports annually and, upon request, provide FCS with all personnel information.

- vi. In accordance with the Every Student Succeed Act (ESSA) and updated GaDOE guidelines for Title II-A Educator Quality, teachers and paraprofessionals in all schools must meet specified Professional Qualifications and In-Field requirements. Charter Schools must adhere to the Title II-A guidelines when making hiring decisions, scheduling teachers for classroom instruction, and assigning paraprofessionals.
- vii. The Charter School will maintain complete, accurate personnel files at the school and with the Professional Standards Commission on each of their employees, including but not limited to: 1) employment checks; 2) employee qualifications; 3) hiring information; and 4) proof of background checks. Educators must also hold PSC 'Clearance Certificates' in accordance with state guidelines.
- viii. *[The Charter School] Shall comply with O.C.G.A §20-2-210(b)(1) and implement an evaluation system as adopted and defined by the State Board of Education for elementary and secondary school teachers of record, assistant principals, and principals;*

e) Governance

- i. *The Charter School shall ensure that the Charter School's governance board members may only receive compensation for their reasonable and actual expenses incurred in connection with performance of their duties. The board members will not receive payment for services as board members.*
- ii. *The Charter School shall ensure that the Charter School's governing board adopts and abides by a conflicts of interest policy.*
- iii. *The Charter School shall have a written grievance procedure to resolve student, parent, and teacher complaints.*
- iv. *The Charter School shall have a written procedure for resolving conflicts between the Charter School and the local board of education.*
- v. The operation and support of the Charter School will be the sole function of the Charter School governing board. The governing board will not raise funds for any other purpose. Each member of the governing board will be fingerprinted and have a criminal record check processed prior to FCS Board approval of the petition and annually thereafter.
- vi. *The charter school's governing board members will receive initial training and annual training thereafter, provided by a SBOE-approved vendor.*
- vii. No petitioner and no member of the governing board of the Charter School or the Charter School shall sell, lease, or receive payment for providing textbooks, supplies, services, equipment, facilities, or land to a charter school or other public school in FCS.



## 7. Fiscal Operations

- a) *The Charter School shall be subject to an annual financial audit conducted by the state auditor or, if specified in the charter, by an independent certified public accountant licensed in this state.*
- b) *The Charter School shall designate a Chief Financial Officer that meets all requirements as established by the Charter Schools Rule and Guidelines.*
- c) *The Charter School shall secure adequate insurance coverage prior to opening and shall maintain such coverage throughout the charter term in accordance with the laws of the State of Georgia.*
- d) *The Charter School shall acknowledge that all criteria used to calculate QBE funding may not be waived.*
- e) If the Charter School does not have sufficient funds to pay all of its bills at the time it ceases operation, FCS will not be responsible for the Charter School's unpaid bills, contracts, or debts.
- f) The Charter School shall provide FCS with a monthly financial report using the FCS-supplied template.
- g) The Charter School shall permit the FCS's Internal Audit Department and/or its designated representative(s) to audit the Charter School annually or at such other intervals as FCS deems appropriate.
- h) The Charter School shall use any surplus funds remaining at the close of a fiscal year to enhance the Charter School's academic program the following year.
- i) The Charter School shall independently eliminate any deficit occurring during or at the end of a fiscal year. If the Charter School has not eliminated the deficit by the end of the fiscal year, the school must provide a plan for elimination the deficit within the next fiscal year. No FCS funds will be allocated to the Charter School for the next fiscal year until the Superintendent or designee approves such plan.
- j) The Charter School shall notify FCS immediately if the Charter School is contemplating the cessation of operations. The Charter School will cooperate with FCS to the extent necessary to provide an orderly return of the students to their local schools and to cease operations according to state and federal law. This includes the orderly and timely return of all student information and records to FCS.
- k) The Charter School shall be responsible for appropriately safeguarding and distributing the school's assets and confidential records and winding up the school's business and affairs if the Charter School ceases operations for any reason.
- l) The Charter School shall spend all funds designated for the provision of School Resource Officers ("SROs") on the hiring and placement of SROs as the Charter School cannot waive any requirements related to the health and safety of students and personnel.

## 8.Services to Students with Disabilities

The Charter School will:

- a) be obligated to provide a full continuum of services to disabled students to the same extent as other schools in FCS and allocate sufficient monies in the annual operating budget to provide those services,
- b) require its instructional support teachers and special education teachers to attend FCS's special education professional development programs to the same extent required of other schools in FCS,
- c) implement the same identification, evaluation, placement, reporting, and due process procedures and use the same special education forms as other schools in FCS for consistency,
- d) submit to program review by state and local officials to the same extent required of other schools in FCS,
- e) use the FCS IEP management system,
- f) provide free transportation and other related services when required by a student's IEP,
- g) include reasonably anticipated special education costs in the budget(s) submitted with the petition, and
- h) indemnify FCS in the event FCS is sued and/or held liable for the Charter School's failure to provide eligible disabled students with the special education, related services, program accommodations, and due process to which they are entitled under state and federal law.

## 9.School Facilities

- a) *The Charter School shall comply with the state facility requirements regarding site codes, facility codes, the submission of architectural plans for any new facility that the school may build or occupy during the charter term and all other facility requirements as established by the Georgia Department of Education.*
- b) The Charter School shall comply with all state minimum codes and all local zoning ordinances and regulations. The District expects that the Charter School to work collaboratively with local authorities and surrounding neighborhoods on Charter School facilities expansions and major alterations, as well.
- c) The Fulton County Board of Education has determined that it will not provide Charter Schools with a facility, land for a facility, or funding for a facility except in the case of unused property/facilities as dictated by 20-2-2068.2 and as determined by the FCBOE.
- d) FCS staff will be able to inspect the facility prior to school opening and throughout the term of the charter. The Charter School will notify FCS of any upcoming changes to the school location and any new location will meet all the state facility requirements.

## 10. Legal Proceedings

- a) The Charter School is responsible for providing its own legal services and cannot use FCS's attorney unless agreed upon by the FCBOE and the Charter School. Should a third party name the FCBOE or FCS as an adverse party in any legal proceeding arising out of any action or inaction on the part of the Charter School, its governing board, its employees, its affiliates, or any part with which the Charter School has contracted, the Charter School shall consent to join that legal proceeding as a party alongside the FCBOE and/or FCS and will be required to indemnify FCS and/or FCBOE for the costs of preparation and defense for that action.
- b) Within the first month after opening the Charter School will provide the name, address, phone numbers, and email information for their legal counsel, if any to FCS.

## 11. Insurance

- a) The Charter School, governing board, and all administrators and employees will be appropriately insured and bonded through the term of the charter.
- b) Proof of insurance or an acceptable self-insurance plan must be provided to FCS upon request. Other insurance maybe required depending on specific situations.

The \_\_\_\_\_ Governing Board voted on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ to certify the Charter School's compliance with this Letter of Assurances for July 1, 2018 to July 1, 2019.

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Authorized Representative, Charter School

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Date