

LETTER OF ASSURANCES AND SIGNATURE SHEET

As the governing board chairperson and authorized representative of your charter school, you hereby agree that the governing board and charter school shall comply with all applicable local, state, and federal laws, regulations, and policies that are not subject to waiver, and all requirements contained in this Letter of Assurances (“LOA”). The LOA represents the charter school’s understanding and acknowledgement that it is operated as part of Atlanta Public Schools (“APS”) and is subject to the Atlanta Board of Education’s control and management. The LOA must be signed on an annual basis and may be updated periodically by APS to account for changes in law, policy, and practice.

As the governing board chair and authorized representative of the charter school, I hereby certify that the charter school and its governing board:

1. Shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations;
2. 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 SBOE Rule 160-4-9-.05, the charter contract, Georgia law, and in a manner consistent with the Georgia and U.S. Constitutions;
3. Shall not discriminate against any student or employee on the basis of race, color, ethnic background, national origin, gender, disability, age, or sexual orientation;
4. Shall be subject to all federal, state, and local rules, regulations, court orders, policies, 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;
5. Shall comply with all APS directives related to the protection of the physical health and safety of APS students in response to the COVID-19 pandemic;
6. Shall ensure that all personnel will be in compliance with the Drug Free Public Work Force Act of 1990;
7. Shall inform charter school employees they are not employees of Atlanta Public Schools and are not eligible for any benefits provided by the Atlanta Board of Education;
8. Shall be the employer of record for school personnel;
9. Shall be subject to the provisions of O.C.G.A § 20-2-1050 requiring a brief period of quiet reflection;
10. 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.* (Open and Public Meetings) and O.C.G.A. § 50-18-70 *et seq.* (Open Records);
11. Shall not provide governing board members with compensation beyond reimbursement for their reasonable and actual expenses incurred in connection with performance of their duties;

12. Shall ensure that governing board members receive initial training and annual training thereafter, provided by a SBOE-approved vendor pursuant to O.C.G.A. § 20-2-2072 and State Board of Education Rule 160-4-9-.06;
13. Shall adopt and abide by a conflict of interest policy;
14. Shall not engage in self-dealing transactions against the best interests of the charter school;
15. Shall exercise the fiduciary duty of care and loyalty by making all decisions with the best interests of the charter school and its students in mind;
16. 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;
17. Shall comply with the accountability provisions of O.C.G.A. § 20-14-30 through § 20-14-41 and federal accountability requirements, and participate in statewide assessments;
18. Shall administer all state-mandated assessments according to the policies and procedures of APS;
19. Shall designate a testing coordinator who will be responsible for test material distribution and collection, as well as all other testing processes and operations within the school;
20. Shall attend all APS-mandated testing and assessment training;
21. Shall provide all accountability data, assurances, and verifications as required by the Georgia Department of Education (“GADOE”), including, but not limited to FTE, CPI, student schedules, and student demographic data by the established deadlines;
22. The school leader will register and maintain a working account within the MyGADOE portal, used for secure data transfer;
23. Shall adhere to all provisions of federal and state 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;
24. Shall 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 APS;
25. Shall fund and provide all direct special education services, including special education teachers, paraprofessionals, deaf/hard of hearing teachers, visual impairment teachers, and adaptive PE teachers;
26. Shall provide state and federally mandated services for English Learners, as applicable;
27. Shall provide for remediation in required cases pursuant to SBOE Rule 160-4-5-.01;

28. Shall hire or contract with a licensed school social worker and a licensed school nurse to provide services to students in accordance with state guidelines and APS policy;
29. Shall participate in workshops, in-services and/or training offered by APS for persons serving in these fields, as well as all required special education training;
30. Shall use APS forms and systems for provision of special education and other related services;
31. Shall report all allegations of child abuse and/or neglect to the charter school social worker and to the persons required to receive such reports pursuant to state law;
32. Shall integrate the Infinite Campus system and ensure the school's operational technology plan fully complies with district requirements;
33. Shall report its progress in meeting goals and objectives by November 1 of each year, in accordance with the Charter School Act of 1998 and the Atlanta Public Schools Board of Education policy;
34. Shall maintain all student records in accordance with applicable federal and state laws, regulations, rules, and policies, and ensure the privacy and confidentiality of student records in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g;
35. Shall participate in collecting Federal Impact Aid Questionnaires and all other documents required to secure or retain federal funds and shall submit completed forms by the stated deadline of each year to the APS;
36. Shall determine the annual Full Time Equivalent (FTE) required by GADOE in a timely manner according to the schedule provide by GADOE;
37. Shall submit electronic data for the state Student Data Record report according to the schedule provided by GADOE;
38. On years it is due and the charter school has been designated by the federal office to participate, the charter school shall complete and submit the biennial Office of Civil Rights Report two weeks prior to the due date in a format as specified by the Office of Civil Rights to APS;
39. For the purpose of completing the Certified/Classified Personnel Information Data Collection Report (CPI) required by the Georgia Department of Education, the charter school shall submit personnel information to APS in accordance with state law and rule in a timely manner according to the schedule provide by GADOE;
40. Shall notify APS and GADOE of any intent to contract with any entity for education and/or management services prior to entering said contract;

41. Shall notify APS and GADOE prior to making any changes in the contractual relationship with the entity providing education and/or management services, or if the entity experiences any material changes that will affect the contractual relationship with the charter school;
42. Shall notify APS of any intent to replicate or expand operations in advance of submitting any applications to do so;
43. Shall not charge tuition or fees to its students except as may be authorized by local boards by O.C.G.A. § 20-2-133;
44. Shall comply with federal due process procedures regarding student discipline and dismissal, including the provision of an appeals process to the Atlanta Board of Education;
45. 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;
46. Shall have a written grievance procedure to resolve student, parent, and teacher complaints;
47. Shall have a written procedure for resolving conflicts between the charter school and APS;
48. Shall indemnify APS in the event APS or its Board 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;
49. Shall comply with the provisions of O.C.G.A. § 20 -2-211.1 relating to fingerprinting and criminal background checks for all school staff;
50. Shall remit payments to Georgia Teacher Retirement System ("TRS") on behalf of employees, and shall employ teachers in accordance with TRS requirements;
51. Shall ensure that if transportation is provided for its students, the charter school shall comply with all applicable state and federal laws;
52. Shall ensure that if the charter school participates in federal school meals programs, then it shall comply with all applicable state and federal laws and rules;
53. Shall adhere to APS immunization and enrollment requirements contained in Board Administrative Regulation JBC-R(2);
54. Shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185 and submit and obtain approval from the Georgia Emergency Management Agency;
55. Shall comply with the state facility requirements regarding site codes, facility codes, schools codes, the submission of architectural plans for any new facility that the charter school may build or occupy during the charter term, and all other facility requirements as established by the GADOE facilities services division and APS;

56. Shall be subject to all reporting requirements of O.C.G.A. § 20-2-160, subsection (e) of O.C.G.A. § 20-2-161, O.C.G.A. § 20-2-320, and O.C.G.A. § 20-2-740;
57. Shall be subject to an annual financial audit conducted by the state auditor or by an independent certified public accountant licensed in Georgia;
58. Shall comply with the charter schools chapter of the Georgia LUA Manual;
59. Shall designate a Chief Financial Officer that meets all requirements as established by SBOE Rule 160-4-9-.05(2)(h)(1);
60. 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 shall notify APS 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 at least its second charter term and in good standing with APS and GADOE;
61. Shall use its public funds for the support and operation of the APS-authorized charter school only;
62. 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;
63. Shall secure insurance coverage for conduct by the governing board members and school administration (“D/O Insurance”) for the charter term;
64. Shall acknowledge that none of the criteria used to calculate QBE funding may be waived;
65. Shall ensure that 90% of QBE funds earned for out-of-system students enrolled in a virtual school are spent on their instruction pursuant to O.C.G.A. § 20-2-167.2;
66. Shall ensure that, in the event the charter contract is not renewed or is terminated, the governing board shall return any balance of public funds or assets purchased with public funds to APS;
67. Shall, in the event that the charter contract is not renewed or is terminated, procure a financial audit for the final year of operation, prepared by an independent Georgia-licensed certified public accountant, and submit a completed report to APS within six (6) months of the charter contract’s expiration;
68. Shall maintain a detailed inventory of all charter school assets through the date of termination or non-renewal;
69. Shall, within one month of the APS Board decision to terminate or non-renew the charter contract, develop a specific timeline for closure with regard to finances, students, staff and district property in collaboration with APS employees; and

70. Shall, within six months of the expiration of the charter contract, voluntarily dissolve the non-profit corporation holding the charter contract.

This Letter of Assurances was approved by the Charter School's Governing Board on the _____ day of _____, 20__.

Governing Board Chair, Charter School

Date