The Main Street Academy

Governing Board Meeting

Date and Time

Tuesday August 29, 2023 at 6:00 PM EDT

Location

The Main Street Academy
2861 Lakeshore Drive
College Park, GA 30337

Agenda

			Purpose	Presenter	Time
I.	**Opening Items**				**6:00 PM**
	A.	Record Attendance		Kanetha Stephens	1 m
	B.	Call the Meeting to Order		Chanel Recasner	1 m
	C.	Approval of the Agenda	Vote	Chanel Recasner	1 m
	D.	Approve Minutes	Approve Minutes	Kanetha Stephens	1 m
		Approve minutes for Governing Board Meeting on July 24, 2023			
	E.	Approve Minutes	Approve Minutes	Kanetha Stephens	1 m
		Approve minutes for (Special Called) Governing Board Meeting on August 4, 2023			

		Purpose	Presenter	Time
F.	Public Comment			10 m

- Public comment opportunities are available for the TMSA Governing Board to hear from interested members of the community.
- Board members do not provide responses or engage in direct conversation during public comment.
- Public comments are meant to be school specific/overall student body-centered, civil, respectful, issues-oriented, factual, and free from individual personal attacks of any sort.

II. Committee Reports — 6:15 PM

Reports by each of the committees within the TMSA Governing Board.

		Purpose	Presenter	Time
A.	Finance Committee Report	Vote	Shameka Smith	10 m

- June 2023 Financial Report by John Stiffler (CFO)
  - ***Motion: Vote to approve the July 2023 Financial Report as presented by the CFO.***
- 2023-2024 Community Budget Presentation Announcement

		Purpose	Presenter	Time
B.	Academic & School Performance Committee Report	FYI	Kenya Morris	10 m

- Teacher Representatives for the ASP committee - TBD
- ASP Committee Goals for 2023-2024
  - Further discussion needed. Discussion tabled until September ASP committee meeting

		Purpose	Presenter	Time
C.	Governance Committee	FYI	Tangi Bush	10 m

- Board Member Compliance: Ensuring that all mandatory compliance documents, disclosures, and trainings are up to date for the governing board + next steps
- Pertinent committee goals

		Purpose	Presenter	Time
III.	**Staff Reports**			**6:45 PM**
A.	Executive Director's Report	FYI	Dr. Chaddrick Owes	15 m

- PTO Financial Report
- Free & Reduced Breakfast and Lunch Applications
- Fundraising
- Student Enrollment
- Human Resources & Staffing
- Y24 Funding & Budget Recommendations
- Facilities, Operations, & Maintenance Updates

B.	Principal's Report	FYI	Keyona Revere	15 m
IV.	**President's Report**			
V.	**Unfinished Business**			
VI.	**New Business**			
VII.	**Closing Items**			**7:15 PM**
A.	Adjourn Meeting	Vote	Chanel Recasner	1 m

2861 Lakeshore Drive
College Park, GA 30337

Coversheet

Approve Minutes

Section:	I. Opening Items
Item:	D. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Governing Board Meeting on July 24, 2023

APPROVED

The Main Street Academy

Minutes

Governing Board Meeting

Date and Time
Monday July 24, 2023 at 6:00 PM

Location
The Main Street Academy
2861 Lakeshore Drive
College Park, GA 30337

Directors Present
Chanel Recasner, Damion Dunn, Kanetha Stephens, Kenya Morris, Lisa Bentley-Whieldon, Michael Glanton, Nkiruka Onyia, Shameka Smith, Tangi Bush, Esq.

Directors Absent
Tangie Warrior

Ex Officio Members Present
Dr. Chad Owes, Keyona Revere

Non Voting Members Present
Dr. Chad Owes, Keyona Revere

I. Opening Items

A. Record Attendance

B.

Call the Meeting to Order

Chanel Recasner called a meeting of the board of directors of The Main Street Academy to order on Monday Jul 24, 2023 at 6:04 PM.

C. Approve Minutes

Chanel Recasner made a motion to approve the minutes from Monthly Governing Board Meeting on 06-27-23.
Shameka Smith seconded the motion.
none opposed
The board **VOTED** to approve the motion.

Roll Call

Michael Glanton	Absent
Nkiruka Onyia	Aye
Kenya Morris	Aye
Tangie Warrior	Absent
Damion Dunn	Aye
Shameka Smith	Aye
Lisa Bentley-Whieldon	Aye
Tangi Bush, Esq.	Aye
Kanetha Stephens	Aye
Chanel Recasner	Aye

D. Public Comment

no public comment submitted electronically or in person

II. Committee Reports

A. Finance Committee Report

Motion to approval financial report.
The board **VOTED** to approve the motion.
Working on tentative budgets until final budget information is received from Fulton County. Once received the 2023 - 2024 financial budget will be finalized.
An audit of the Financial Books is underway
The Committee goals are being worked on (they need to be measurable), i.e. (Board Training on how to understand the functionality of the school budget; how it's established and maintained
There should be at least 4 goals established for this committee per the chair.

B. Academic & School Performance Committee Report

report by Ms. Morris

1. 2023 - 2024 proposed curriculum - submitted by Principal Revere (copy provided in agenda) provides additional information
IReady School provided for the prior school year (reading, math, and writing)
Board Rep - Teacher Liason - have a representative for Elementary and one for Middle School
Ex - officio faculty members should be included as part of the ASPC committee

Nkiruka Onyia made a motion to Approve the $300,000 Budget Curriculum Platform for the 2023 - 2024.
Shameka Smith seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. Governance Committee

Student Family Handbook will be available on the 1st day of school. - Pending review to ensure it's updated with board approval - Special session may be possible to get approval completed (virtual special session tentatively established for Friday, 8/4)
All committees have goals to have compliance, including but not limited to training, preparation for recharter, etc.
October Board Meeting training - June Training has to be audited
All Board members are required to have a minimum of 15 hours of training
In-person v/s virtual meetings for committee meetings (suggestion to cluster meetings) more discussion to follow before final decisions are made
All Board members must ensure compliance - Complete the COI Form (Conflict of Interest) and schedule fingerprinting and background checks. Please do so immediately.

III. Staff Reports

A. Executive Director's Report

Reiterate the need for students to be dropped off at school on time and picked up on time.
School hours are 7:45 am to 3 pm, - Detailed explanation provided on the process for late pickup.
All updates are in the updated student handbook.

The key change for morning drop-off procedures (before 7:10 am drop off - families should sign up their child/ren for Before School Care, where they are supervised).
Students left at the school after the carline time has expired will be assigned to after-school care, subject to a $25 fee.
Car one Tags are already mailed in advance to families.

Questions:

Will there be changes to Security Staff? - We will have in-house security and work with them directly on all school procedures, which should improve the response time and fulfill the expectations of stakeholders, families, and school administration.
Shameka Smith made a motion to To approve the Facility Use Policy.
Damion Dunn seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Principal's Report

Suggestions provided:
Advertise family use of Infinite Campus
Increase Parent Involvement
Use of charts/graphs that shows how our students are progressing with the standard set in our School Strategic plan and school charter.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:08 PM.

Respectfully Submitted,
Chanel Recasner

Documents used during the meeting

- Public Comment Policy.pdf
- June 23 TMSA Financial SnapShot.pdf
- Modified Copy of APSC July 2023.pdf
- FCS Use of Facilities Policy TMSA.pdf
- TMSA ED Board Presentation 7-24-23.pdf
- Modified Copy of APSC July 2023.pdf

2861 Lakeshore Drive
College Park, GA 30337

Coversheet

Approve Minutes

Section:	I. Opening Items
Item:	E. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for (Special Called) Governing Board Meeting on August 4, 2023

APPROVED

The Main Street Academy

Minutes

(Special Called) Governing Board Meeting

Approval of the 2023-2024 Student and Family Handbook

Date and Time
Friday August 4, 2023 at 10:00 AM

Location
Virtual via Zoom

Directors Present
Chanel Recasner (remote), Kenya Morris (remote), Lisa Bentley-Whieldon (remote), Nkiruka Onyia (remote), Shameka Smith (remote), Tangi Bush, Esq. (remote)

Directors Absent
Damion Dunn, Kanetha Stephens, Michael Glanton, Tangie Warrior

Ex Officio Members Present
Dr. Chad Owes (remote), Keyona Revere (remote)

Non Voting Members Present
Dr. Chad Owes (remote), Keyona Revere (remote)

I. Opening Items

A. Record Attendance

B.

Call the Meeting to Order

Chanel Recasner called a meeting of the board of directors of The Main Street Academy to order on Friday Aug 4, 2023 at 10:03 AM.

II. Board Approval of the 2023-2024 TMSA Student and Family Handbook

A. Approval of the Handbook

- Updates to remove "parent."
- Discussion regarding PE uniform.

Chanel Recasner made a motion to Motion to require the PE uniforms for students on PE days.
Shameka Smith seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Damion Dunn	Absent
Chanel Recasner	Aye
Nkiruka Onyia	Aye
Tangi Bush, Esq.	Aye
Tangie Warrior	Absent
Lisa Bentley-Whieldon	Aye
Shameka Smith	Aye
Kanetha Stephens	Absent
Kenya Morris	Aye
Michael Glanton	Absent

Chanel Recasner made a motion to Motion to approve the 2023-2024 TMSA Student and Family Handbook as presented by the school administration with the change to make to PE uniform required for all students on PE days.
Lisa Bentley-Whieldon seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Shameka Smith	Aye
Nkiruka Onyia	Aye
Damion Dunn	Absent
Kanetha Stephens	Absent
Tangie Warrior	Absent
Chanel Recasner	Aye
Tangi Bush, Esq.	Aye
Michael Glanton	Absent
Kenya Morris	Aye
Lisa Bentley-Whieldon	Aye

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:16 AM.

Respectfully Submitted,
Shameka Smith

Coversheet

Finance Committee Report

Section: II. Committee Reports
Item: A. Finance Committee Report
Purpose: Vote
Submitted by:
Related Material: July 23 TMSA Financial SnapShot.pdf

THE MAIN STREET ACADEMY
FINANCIAL STATEMENT SNAPSHOT
As of 7/31/23

Year-to-Date			
	Actual	Budget	$ Over/(Under)
Income	1,188,695	-	-
Expense	1,058,123	-	-
Surplus/(Deficit) *	130,572	-	-

Current Month (July 2023)			
	Actual	Budget	$ Over/(Under)
Income	1,188,695	-	-
Expense	1,058,123	-	-
Surplus/(Deficit) **	130,572	-	-

YTD Cash On Hand Details			
Cash On Hand (A)			1,647,509
Total YTD Expenses (B)			1,058,123
Cash	568	YTD	
Days Cash on Hand for prior 12 months			55

YTD Expense Ratios (General fund only)							
DOE COA (NEW)			OLD COA			Historical %	Best Practice
10-1000 · INSTRUCTION	444,499	46%	INST	515,888	54%	61%	70%
10-2100 · PUPIL SERVICES	28,475	3%	INST				
10-2210 · IMPROVEMENT OF INSTRUCT SERVICE	19,305	2%	INST				
10-2220 · EDUCATIONAL MEDIA SERVICES	14,969	2%	MEDIA / IT	14,969	2%	3%	
10-2230 · FEDERAL GRANT ADMINISTRATION	2,908	0%	INST				
10-2300 · GENERAL ADMINISTRATION	6,304	1%	BOARD	6,304	1%	5%	
10-2400 · SCHOOL ADMINISTRATION	142,130	15%	SA	142,130	15%	12%	15%
10-2500 · SUPPORT SERVICES - BUSINESS	12,745	1%	INST				
10-2600 · MAINT & OPER - PLANT SERVICES	106,142	11%	FACILITY / MOP	110,168	11%	19%	15%
10-2900 · FUNDRAISING ACTIVITIES	-	0%	FACILITY / MOP				
10-3100 · SCHOOL NUTRITION PROGRAM	7,955	1%	INST				
10-3300 · ASP OPERATIONS	3,929	0%	FACILITY / MOP				
10-4000 · FACILITIES ACQ & CONST SERVICES	173,070	18%	NA	173,070	18%	0%	
10-5000 · OTHER OUTLAYS	97	0%	FACILITY / MOP				
10-5100 · DEBT SERVICES	-	0%	INST				
Total General Fund Expense	962,528	100%		962,528	100%	100%	100%

	As of 7/31/23
ASSETS	
Current Assets	
Checking/Savings	1,647,509
Accounts Receivable	235,877
Other Current Assets	455,505
Total Current Assets	2,338,891
Fixed Assets	4,674,082
TOTAL ASSETS	7,012,973
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	624,535
Credit Cards	879.05
Other Current Liabilities	4,915,061
Total Current Liabilities	5,540,475
Long Term Liabilities	269,022
Total Liabilities	5,809,496
Equity	1,203,476
TOTAL LIABILITIES & EQUITY	7,012,973
	-

SCSC Comprehension Performance Framework (July 2019- October 2022)					
	Our Ratio	Meet Standard	Approach Standard	Failed	Determination of Compliance Points
Current Ratio = Current Assets/Current Liability	0.42	>1	0.9 - 1.00	< or = 0.9	15
(Unrestricted Day Cash = Cash / Total Expense * 365)	55	>45	15-45	<15	15
(Enrollment Variance = (Actual - project)/Projection)	0%	" = or < 2%	2 - 8%	> 8 %	15
Annual Debt to Income (DTI) = Total Annual Debt Payments (Debt Service)/Total Revenue	4.00%	< 5%	5-15%	> 15%	15
(Repayment Debt on Timely manner)	Yes	Yes		No	10
Efficiency Margin = Change in net assets / total revenue	5.00%	> 0%	(0.01) - (10)%	< (10)%	15
Debt to Assets = (Total liability-Net Pension liabilities)/Total Assets (fixed assets + capital outlay)	78%	< 95%	95-100%	> 100%	15
SCSC Determination of Compliance Total Points:					100

SCSC Determination of Compliance	
Meets Financial Pe	80-100 pts
Does not meet Fin	70-79 pts
Falls far below Fin	0-69 pts

Programs Snapshot	
School Nutrition Net Income/Loss	29,871
After School Program Net Income/Loss	(3,754)

Budgeted FTE	870.00
Current FTE	870.00
FTE Variance	-

GA DOE Comprehensive Performance Framework 2019 (July 2018- October 2022)			
	Our Ratio	Meet Standard	Not Meet Standard
Current Ratio = Current Assets/Current Liability	0.42	> 1.00	<1.00
(Unrestricted Day Cash = Cash / Total Expense * 365_)	55	> 45 days	< 45 days
(Repayment Debt on Timely manner_)	Yes	Yes	No
Debt to Assets = Total liability/Total Assets (fixed assets + capital outlay)	78%	< 95%	> 95%
Audit Report	Unmodified Opinion	Unmodifed opinion and/or no finding and/or no going concerns	Modifed opinion and/or findings and/or going concerns

Coversheet

Executive Director's Report

Section: III. Staff Reports
Item: A. Executive Director's Report
Purpose: FYI
Submitted by:
Related Material: TMSA ED Finance Presentation 8-22-23.pdf
ANNUAL LETTER OF ASSURANCES 2023-2024.docx

The Main Street Academy

Finance Committee Meeting

Committee Meeting Date: August 22, 2023

Presented By: Dr. Chad Owes, Executive Director

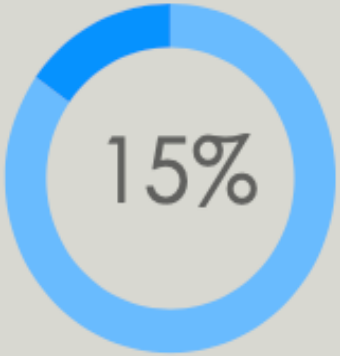
Topics Covered in the ED Report

- ❑ PTO Financial Report
- ❑ CFO Financial Report
- ❑ Human Resources & Staffing
- ❑ Fundraising
- ❑ FY24 Funding & Budget Recommendations
- ❑ Facilities, Operations, & Maintenance Updates

PTO Financial Report

TMSA PTO Monthly Report

Percentage of Income Spent



Summary

TOTAL MONTHLY DEPOSITS

$1,905

TOTAL MONTHLY EXPENSES

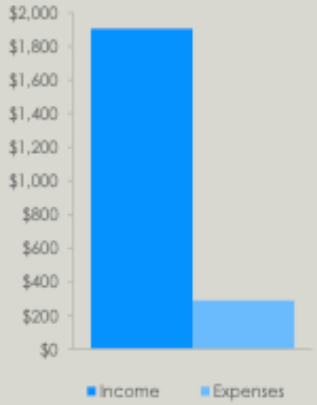
$289

STARTING CASH BALANCE

$3,506

ENDING CASH BALANCE

$5,122



Monthly Deposits

ITEM	AMOUNT
Deposits for Membership & Spiritwear Sales	$1,904.60

Monthly Expenses

ITEM	AMOUNT
Purchases for Sneak Peak Event	$288.66

Cash Balance

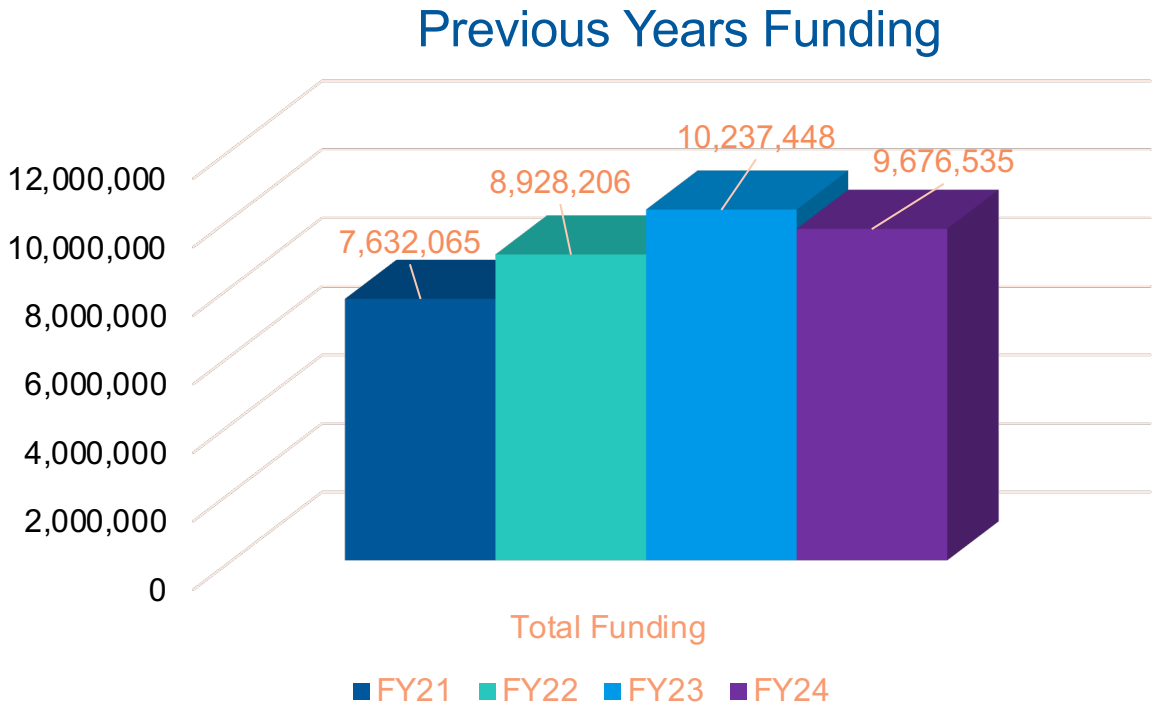
Starting Bank Balance
$3,505.64

Free & Reduced Breakfast & Lunch Applications

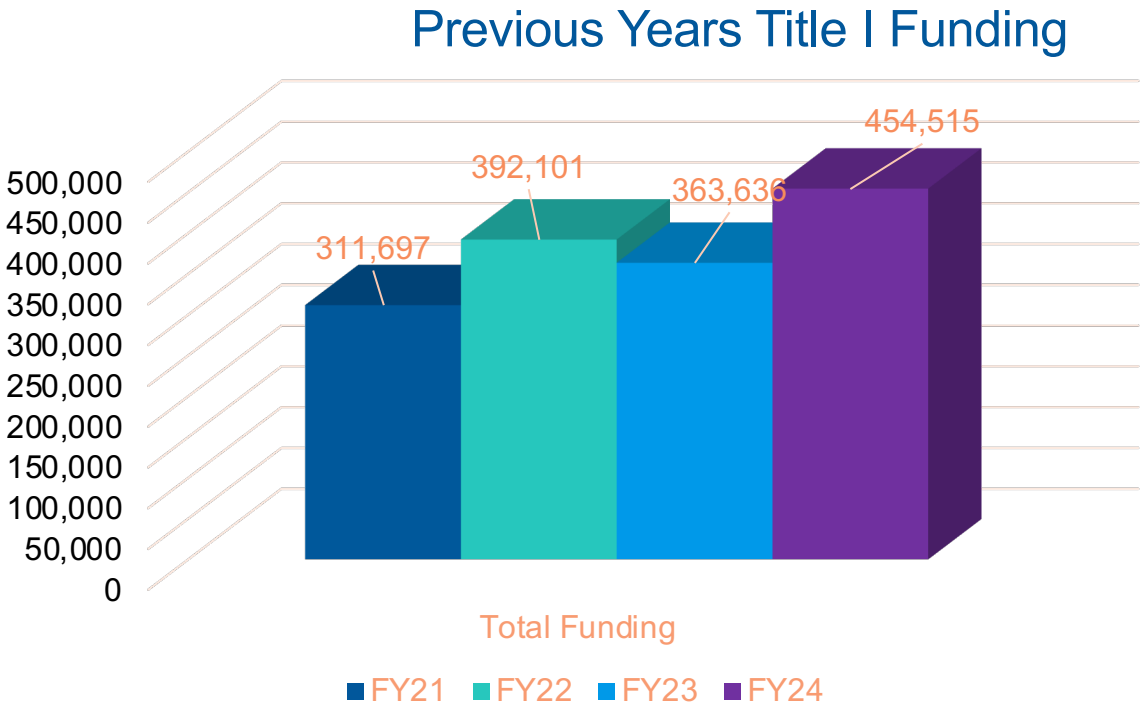
- All parents are encouraged to complete the application regardless of eligibility
- Title I Funds are allocated based on Free & Reduced Breakfast & Lunch applications
- Use QR code or visit tmsa.org to complete the application and view monthly lunch menus



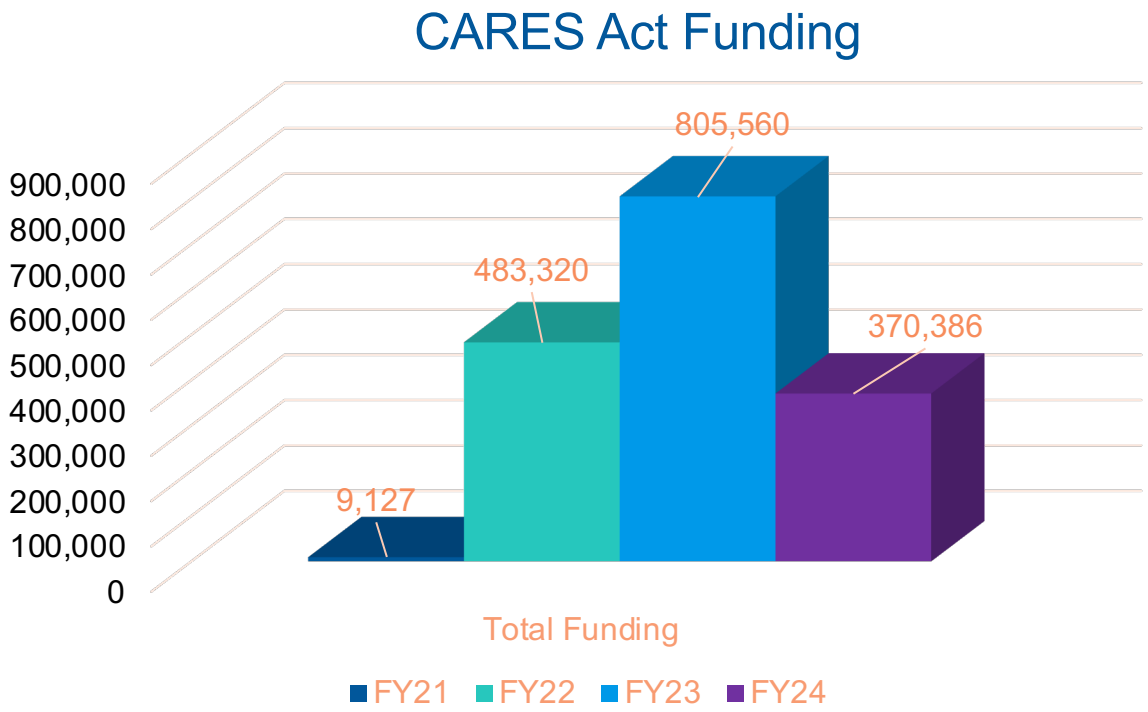
State & Local Funding



Title I Funds



CARES Act Funding



Key Budget Findings & Recommendations

- The three biggest expenditures are Staff Salaries, Facilities & Maintenance, and School Nutrition Program
- $300,000 allocated to Instructional Curriculum & Resources as recommended by the Principal and Academic & School Performance Committee
- Increased FY24 Title I Funds
- Reduction in Capital Cost & Expenditures in Proposed FY24 Budget
- Critical analysis of how supplemental funds are being used this year

Proposed TMSA FY24 Budget

The Main Street Academy

FY 2023 - 2024 DRAFT Budget Summary

As of 8/21/2023

	FY 2022 - 2023 Annual Budget Actual	FY 2023 - 2024 Budget	% Change	$ Changes
Ordinary Income/Expense				
Income				
10-0000 · REVENUE	$ 10,258,033	$ 10,307,588	100%	$ 49,555
40-4000 · SPECIAL FUNDS	$ 912,220	$ 983,605	108%	$ 71,385
Total Income	$ 11,170,253	$ 11,291,193	101%	$120,940
Expense				
10-1000 · INSTRUCTION	$ 5,951,420	$ 6,518,614	110%	$ 567,194
10-2100 · PUPIL SERVICES	$ 599,177	$ 381,506	64%	$ (217,671)
10-2210 · IMPROVEMENT OF INSTRUCT SERVICE	$ 24,187	$ 145,500	602%	$ 121,313
10-2220 · EDUCATIONAL MEDIA SERVICES	$ 198,467	$ 208,926	105%	$ 10,459
10-2230 · FEDERAL GRANT ADMINISTRATION	$ 73,384	$ 174,546	238%	$ 101,162
10-2300 · GENERAL ADMINIISTRATION	$ 31,170	$ 35,000	112%	$ 3,830
10-2400 · SCHOOL ADMINISTRATION	$ 1,636,852	$ 1,550,068	95%	$ (86,784)
10-2500 · SUPPORT SERVICES - BUSINESS	$ 116,808	$ 135,000	116%	$ 18,192
10-2600 · MAINT & OPER - PLANT SERVICES	$ 1,067,893	$ 940,931	88%	$ (126,962)
10-2900 · FUNDRAISING ACTIVITIES	$ 5,370	$ 7,500	140%	$ 2,130
10-3100 · SCHOOL NUTRITION PROGRAM	$ 479,757	$ 486,907	101%	$ 7,150
10-3300 · ASP OPERATIONS	$ 107,410	$ 234,246	218%	$ 126,836
10-4000 · FACILITIES ACQ & CONST SERVICES	$ 603,527	$ 300,000	50%	$ (303,527)
10-5000 · OTHER OUTLAYS	$ 35,531			$ (35,531)
Total 10-6000 · FUNCTION EXPENSES - GEN FUND	$ 10,930,578	$ 11,118,745	102%	$ 188,167
40-6000 · FUNCTION EXPENSE - TITLE IA	$ 247,408	$ 243,533	98%	$ (3,875)
Total Expense	$ 11,177,986	$ 11,362,278	102%	$ 184,292

Proposed Salaries Increases

Staff	Salary Increase	One-Time Stipend	Notes
Instructional & Para	4%	n/a	
Administration		$2000	Less than percentage increase
Operations		$1500	More than percentage increase
Café & Extended Care		$1000	More than percentage
Instructional Staff Max Salary Steps		$1500	Less than percentage increase

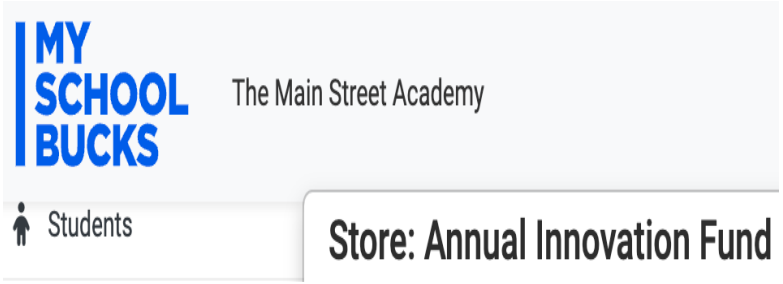
Fundraising Committee

- Calling all interested individuals who are interested in being a part of the TMSA Fundraising Committee.
- Open to all stakeholders and community members
- Please email chad.owes@tmsa.org if you are interested in being apart of the fundraising committee.

Fundraising

Annual Innovation Fund ★

- $100 per TMSA family
- $100,000 Goal for the 2023-24 School Year





Student Enrollment 2023-24

- Enrollment Target 844
- Current Enrollment 842

Human Resources & Staffing

Vacancies as of 8/15/23

Instructional = 90% Staffed

Non-Instructional = Fully Staffed

Facilities – Maintenance – Operations

- HVAC Units Installed and Operational
- Tennis Court to Recess Courts Project is Delayed
- Morning Drop-off and Afternoon Carline are operating efficiently and effectively. Record times noted in both morning and afternoons
- Scheduled - Safety Drills, Training, & Emergency Management

Recommendations requiring Board Action

- It is recommended that the TMSA Governing Board vote to accept the Financial Reports as presented by the CFO

ANNUAL LETTER OF ASSURANCES
FOR SCHOOL YEAR 2023-2024 ~~2022- 2023~~

Fulton County Schools ("FCS") and its locally approved charter schools agree to certain procedures, requirements, and obligations in the FCS Annual Letter of Assurances ("LOA") to ensure a successful collaboration between authorizer and charter school for the benefit of Fulton County students. These requirements will be interpreted and followed in accordance with the charter contract and all applicable federal, state, and local laws, rules, and regulations. *Items that are italicized within the LOA 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 charter term. FCS updates the LOA to reflect any new changes to be signed annually by the charter holder. A charter school's refusal to annually sign an updated LOA may result in termination of the charter contract.

The LOA shall not preclude a charter school from entering into or maintaining any other agreement with FCS and/or the State Board of Education, expressly including the agreements set forth in the charter contract submitted to and approved by FCS and/or the State Board of Education.

FCS Obligations to Charter School

FCS will operate in good faith in compliance 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 the Charter School in a timely manner in accordance with law. FCS will also monitor the Charter School's use of those funds to ensure they are spent according to applicable laws, rules, policies, and guidelines, including requirements for the monitoring of the use of federal funds (see, e.g., ~~.~~ ~~(~~Title I1).

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

a. Professional development opportunities;
b. ~~-~~Trainings and inclusion in department-level meetings in the areas pertaining to federal, state, or local mandated activities;
c. Regular charter school meetings to share best practices;
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 the Charter School's compliance with federal and state laws and regulations. ~~(General Statement)~~

3.FCS will fulfill all 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. § 20-2-2065(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 FCS regarding the Charter School's performance. To this end, if the Charter School is not in compliance with the terms of the Ceharter Ceontract, this LOA, or any federal, state, or local laws, FCS staff will notify the charter school(s) leadership, the charter school(s) board, and the FCS Board of Education. If the compliance issue is not resolved in a reasonable length of time, the Charter School's constituents and the Georgia Department of Education ("GADOE") will be notified that the Charter School has been placed on probation pending resolution of the compliance issue.
c) Any proposal for termination of the Charter School will comply with the 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 this LOA, FCS Charter School Guidelines, and FCS Charter School Policy. Failure to comply with any and all recommendations or direction from FCS made pursuant to the district's 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 contract.
c) The Charter School shall not discriminate against any student or employee on the basis of race, color, religion, sex, pregnancy status, ethnic or national origin, age, disability, genetic information, military service, veteran status or any other applicable legally protected status.
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 Georgia Charter Schools Act does not provide any flexibility to charter schools regarding any federal, state, or local laws, rules, regulations, policies, orders, or procedures related to the protection of the physical health and safety of students, employees, and visitors. FCS is charged

with the control, management, and oversight of every FCS charter school it authorizes and is obligated to ensure that its charter schools are protecting the health and safety of FCS students who attend them. FCS as the LEA is required to set the policy, requirements, and response for the school district to all outbreaks of infectious diseases within the district per SBOE rule 160-1-3-.03, which includes FCS charter schools. Accordingly, the Charter School shall abide by FCS directives to ensure that its health and safety plans meet the minimum safety requirements established by FCS, but the Charter School can design its own plans with its specific considerations in mind. These plans will be reviewed by FCS to ensure alignment with FCS health and safety policy and requirements and must be approved by FCS prior to the Charter School's implementation.

f) *The Charter School shall be subject to the provisions of O.C.G.A § 20-2-1050 requiring a brief period of quiet reflection.*

g) *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. (open meetings) and O.C.G.A § 50-18-70 et seq. (inspection of public records).*

h) *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.

i) *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 (small group/resource, co-taught, collaborative, consultative, supportive) 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.

j) *The Charter School shall provide state and federally mandated services for English Language Learners as applicable.*

k) *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.*

l) The Charter School shall, by November 1, submit an GADOE 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 30th~~ November 1st. 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 ~~(SIS)~~

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 state 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. The Charter School may 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 Ceharter Ceontract 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 currentmost recently approved 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, and if the underlying issue remains uncorrected, it 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. To enter into significant long-term debt, the Charter School must be in its second charter term at least, and be in good standing with FCS and the GADOE.

g) The Charter School shall be represented by its Governing Board chair (or the delegated 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.

i) If the Charter School decides to apply for replication with the State Charter School Commission, the Charter School should provide FCS with at least one (1) year advance notice and a courtesy copy of the replication petition materials.

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 (QBE), O.C.G.A § 20-2-320 (Identification of duties for implementing QBE), and O.C.G.A § 20-2-740 (annual reporting regarding disciplinary and placement actions).*
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 and transparent enrollment process 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 enrollment process, programs, services, and amenities available at the school as well as the Charter School's performance ~~reflected in CCRPI and Beating the Odds (BTO)~~ as outlined by FCS and State accountability requirements.
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) During each year of its Charter term, the Charter School will perform at the level required to stay off the list of Targeted Support and Improvement ("TSI") and Comprehensive Support and Improvement ("CSI") schools published annually by GaDOE.
j) 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.
k) 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. These meetings must be announced in advance in accordance with the Open Meetings Act.

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 §20-2-1185. ~~a~~All public school safety plans should be shared with the appropriate local law-enforcement agency and the ~~local~~ Georgia Emergency Management and Homeland Security Agency (GEMA) for their review. 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 will not charge student fees that are unreasonable or amount to de facto tuition in prohibition of Georgia law and the charter contract.
e) 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 state charter laws, State Board rules, and charter school contracts.
b) The Charter School will be evaluated on the fulfillment of the goals, objectives, and performance measures agreed to in the Charter CSchool contract. Failure to meet these goals, objectives, or measures may result in termination.
c) The Charter School must timely implement all 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 and Title IX.*
  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, or the Milk 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 and FCS Board Policy.

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 exceptions 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 Succeds 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.

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;*

ix. All Charter School employees must complete annual mandated reporter training, sexual harassment training, and training related to sex trafficking. Reporting evidence of training to FCS.

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 conflict 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 annually and have a criminal record check annually processed prior to FCS Board approval of the petition and annually thereafter

vi. 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.

vii. 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.

viii. *The charter school's governing board members will receive initial training and annual training thereafter, provided by a SBOE-approved vendor.*

ix. 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.

x. No FCS employees may serve as members of the Charter School governing board.

xi. If the Charter School is terminated or non-renewed, the Charter School governing board will pursue and complete a voluntary dissolution process of the non-profit corporation within six (6) months of the expiration of the charter contract.

~~xi.~~ If the Charter School is terminated or non-renewed, within 30 days of the expiration of the ~~Ccharter~~Charter Contract, there will be a conclusion of business operations, refund of any unspent funds, return of all FCS student records, and redistribution of assets bought with local, state and federal funding. This requirement applies regardless of whether the Charter School is transitioning to a different authorizer.

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. The Charter School will provide any requested accounting to FCS of planned expenditures during the winding-up process for review and will arrange for and complete the Charter School's final audit within six (6) months of the charter contract expiration.
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.
m) The Charter School shall provide appropriate banking information for FCS to provide the Charter School~~if~~ allotment.

8.Services to Students with Disabilities

The Charter School will:

a) ~~be obligated to~~ provide a full continuum of services (small group/resource, co-taught, collaborative, supportive, and consultative) 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 ~~S~~pecial~~PED~~ Education Lead and special education teachers to attend FCS's special education professional development programs to the same extent required of other schools in FCS; this *includes but is not limited to monthly district meetings, segment reports, progress monitoring, timelines, IEP's FTE and revaluations and required trainings*.~~,~~

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.

i) *IDEA requires that all children suspected of being a child with a disability and in need of special education be identified, located, and evaluated.* 34 C.F.R. § 300.111

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. FCS ~~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 O.C.G.A. 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 attorneys 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 charter term. These policies include but are not limited to insured on General Liability, Automobile Liability, Workers Compensation, Directors and Officers, and Umbrella Liability policies.

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.

~~*c)*~~ The Charter School should obtain a Certificate of Insurance from any vendor/contractor that enters the premises or project site to perform any service to protect the school from any risks which may ~~occur~~occur~~.~~

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, 2023~~2~~ to July 1, 2024~~3~~. (General)

_____ _____

Authorized Representative, Charter School Date