Charter School Renewal Application

For Schools Seeking Renewal from Both
DeKalb County School District and the
State Board of Education
to
Operate in SY23-24

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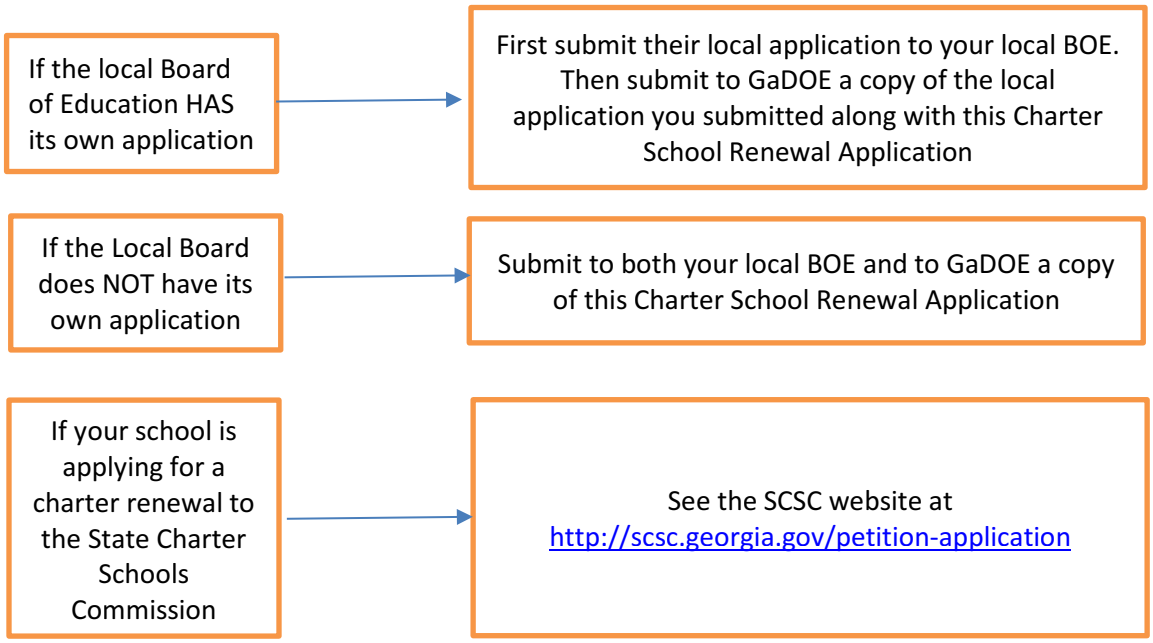
29.	For conversion schools only, attach the charter school's Confirmation of Teacher and Parent Vote.	**N/A**

HOW DO I KNOW WHICH APPLICATION TO SUBMIT?

This Charter School Renewal Application form is for locally-approved start-up and conversion charter schools seeking charter renewal from both a local Board of Education (BOE) and the State Board of Education (SBOE).



INTRODUCTION

A charter school renewal application is a legal petition to a local Board (or Boards) of Education and the State Board of Education seeking renewal of a charter school contract.

There are two types of locally-approved charter schools – start-up charter schools and conversion charter schools. This Charter School Renewal Application is for both start-ups and conversions.

- A start-up charter school was a brand new school that did not exist before it received your initial charter school contract.
- A conversion charter school is an existing public school that became a charter school when it received its initial charter school contract.

The evaluation of your application will focus on whether your charter school has achieved the academic, organizational, and financial performance you promised in exchange for broad flexibility from Georgia's education rule and laws when you received your most recent charter contract. The evaluation will also determine whether:

- The charter school has complied with all applicable laws, rules, regulations, policies and procedures (including the Charter Schools Act of 1998, as amended [O.C.G.A. §§ 20-2-2060 through 20-2-2071] and State Board of Education Rule 160-4-9-.04 *et seq.*);
- The academic, organizational, and financial plans are still viable; and

- The charter school is still in the public interest.

Applicants are strongly encouraged to review all resources available on the GaDOE's Charter Schools Division website prior to drafting and submitting a charter school renewal application (http://www.gadoe.org/External-Affairs-and-Policy/Charter-Schools/Pages/default.aspx), including the standard charter contract template, which is what the State Board of Education will approve, and the most recent Charter School Renewal Memo.

Georgia has a commitment to ensuring all children receive quality educational opportunities. For this reason, we prioritize approving and renewing charter schools that focus on serving at risk populations, including students who are economically disadvantaged and/or live in rural communities.

SUBMISSION PROCEDURES

Before the State Board of Education can renew a charter contract for your locally-approved charter school, your charter school renewal application first must be approved by your local Board of Education in accordance with the rules and regulations of that local board. To facilitate the state's review of your locally-approved application, you must submit to GaDOE an exact copy of the application you submit to your local BOE.

GaDOE will review the charter school renewal petition you submitted locally at the same time that your local BOE is reviewing it. If you agree to make changes to your application to obtain local BOE approval, you must also submit to GaDOE a copy of the final version of the application that your local BOE approved. The final version of your locally-approved application is the one GaDOE will share with the State Board of Education when recommending approval or denial of your charter contract renewal.

A successful charter school renewal application approval process includes (1) your local BOE's review and approval, (2) GaDOE's review, (3) a panel interview at GaDOE, (4) a recommendation from GaDOE's Charter Schools Division for State Board of Education approval, and (5) SBOE approval.

Please note that, while GaDOE does not have an application deadline, applications are processed and interviews are scheduled by GaDOE on a first-come, first-served basis. This means that you must submit your application early enough to obtain SBOE approval at least 6 months in advance of your upcoming academic year. Since it can take up to 4 months to move through the various review processes, please plan accordingly.

Please also note that filing a charter school renewal application does not guarantee that a renewed charter school contract will be granted. Failure of an applicant to adhere to any requirement may yield a defective application that is rejected before consideration. In addition, complete applications that are not strong enough to guarantee a continued successful charter school implementation will be recommended for denial.

Submission to GaDOE of the initial charter renewal application you submitted to your local BOE and, later, of the final version of your application approved by your local BOE, must be by mail, UPS/FedEx, or hand-delivered to: **Georgia Department of Education, Charter Schools Division, 2053 Twin Towers East, 205 Jesse Hill Jr. Drive, SE, Atlanta, Georgia 30334**

Please note that faxed or emailed applications will *not* be accepted as your formal submission. Only complete petitions that comply with these guidelines and the technical requirements below will be evaluated. Applications will not be returned, so please keep a copy for your records. In addition, please note that all information in applications submitted to GaDOE are subject to the Georgia Open Records Act.

Applications will not be returned, so please keep a copy for your records. In addition, please note that all information in applications submitted to GaDOE are subject to the Georgia Open Records Act. To fill in the check boxes, double click on the check box; a dialog box will come up for you to choose checked; then click okay and the dialog box will close.

GADOE & DCSD CHARTER APPLICATION PACKAGE CHECKLIST

The Charter Application Package must comply with the following submission procedures.

- ☐ An Application Package includes original and 2 copies of the following items:
  - ☐ **APPLICATION COVER PAGE** (Use the form on page 10 of this application; the form may not be altered in any way.)
  - ☐ **CHARTER APPLICATION** (Answers to the questions posed on pages 11-14 of this application.)
    - ☐ The Application is limited to 75 double-spaced pages using an 11-point Times New Roman font and one-inch margins with a header showing the school's name and a footer showing consecutive page numbers.
    - ☐ The original must be signed in blue ink. Stamped signatures will not be accepted.
  - ☐ **ASSURANCES FORMS, SIGNATURE SHEETS, AND AFFIDAVIT** (Use the Assurances Forms, Signature Sheets, and Affidavit on pages 17-20 of this application; the forms and sheets may not be altered in any way.)
    - ☐ The original must be signed in blue ink; stamped signatures will not be accepted.
    - ☐ Electronic copy of assurances must be signed. Blank copies will not be accepted.
  - ☐ **DOCUMENTATION OF VOTE – *FOR CONVERSIONS ONLY*** (Use the form on page 21/Exhibit 29)
    - ☐ The original must be signed in blue ink; stamped signatures will not be accepted.
  - ☐ **EXHIBITS** (See list of required Exhibits on pages 15-16 of this application.)
    - ☐ Required Exhibits should be as limited in size as possible.
    - ☐ All Exhibits must be tabbed with a header showing the school's name and a footer showing consecutive page numbers.
- ☐ The Application Package must be submitted electronically to charterschools@dekalbschoolsga.org via DropBox.
- ☐ The Application Package must include a:
  - ☐ 1. Microsoft Word version of the Application Cover Page (page 10)
  - ☐ 2. Microsoft Word versions of the Application and Exhibits
  - ☐ 3. PDF Version of the Complete Application Packet in the following order: Cover Sheet, Application, signed Assurances Form(s), Affidavit, and Exhibits (including Exhibit 18 - DCSD Assurances and Required Statements). Exhibit 18 – DCSD Assurances and Required Statements may not be altered in any way.
  - ☐ 4. PDF version of the Locally-Approved Charter School Partners Roles and Responsibilities Chart
  - ☐ 5. Excel version of the completed Budget Templates
- ☐ Faxed or emailed copies will not be accepted. Only complete applications that comply with these guidelines will be evaluated.

SIGNATURES REQUIRED UPON DELIVERY. COMPLETE APPLICATION MUST BE RECEIVED BY 12:00 P.M. ON TUESDAY, JULY 26, 2022 IN ORDER TO BE IN THE 2021 REVIEW CYCLE FOR OPERATING IN 2023-2024.

Petition for (Name of School):_____

Delivered by (Charter School Representative):_____

Received by (DCSD Representative):_____ Date and Time:_____

CHARTER SCHOOL RENEWAL APPLICATION COVER PAGE

Check One: X_ Start-up Renewal ___ Conversion Renewal

When was the original charter term start date? July 1, 2010

How many charter terms has the school been in existence? 3

Name of Charter School: Leadership Preparatory Academy

Name of the Georgia nonprofit corporation that currently holds the charter:

Leadership Preparatory Academy, Inc.

Local school system in which charter school is physically located: Dekalb County School District

Contact Information for the Governing Board Chair

Contact Person: Dr. Donrich Young (**Name**) Board Chair (**Title**)

Contact Address: 6400 Woodrow Road, Stonecrest, GA 30038

Telephone Number: 678-526-2589

Fax Number: 678-526-2581

E-mail Address: donrich.young@yahoo.com

Contact Information for the Person Filling out this Application

Contact Person: Dr. Tonya Williams (**Name**) Chief Academic Officer/Chief Learning Officer (**Title**)

Contact Address: 6400 Woodrow Road, Stonecrest, GA 30038

Telephone Number: 678-526-2589

Fax Number: 678-526-2581

E-mail Address: lpamiddle@gmail.com

CHARTER SCHOOL RENEWAL APPLICATION

EXECUTIVE SUMMARY

Name of Charter School: _____**Leadership Preparatory Academy**_____

Proposed Charter Term Length: ____**5 years**_____

Current Grade Range: ___**K-8**_____ Grade range at the end of the charter term: ___**K-8**_____

Expected enrollment at the end of the charter term: ___**576**_____

This application was approved by _____Local Board of Education on _____, 202___

For each year of the NEW charter term, indicate the number of students the charter school plans to serve.

	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Year 1	68	66	58	50	40	40	40	60	60					
Year 2	68	68	66	50	50	40	40	40	50					
Year 3	70	68	68	66	60	50	40	40	40					
Year 4	72	70	68	68	66	60	50	40	40					
Year 5	72	72	70	68	68	66	60	50	50					

1. State the charter school's mission and describe why this initiative is important to the community it serves. Also provide a brief description of any defining features of the school. Include how stakeholders were involved in the petition process and how they will continue participating. (350 words or less)

   Leadership Preparatory Academy's (LPA's) mission was developed by our founding group of educators and community members to guide LPA in transforming our community through academic excellence. LPA's mission statement is:

   Leadership Preparatory Academy will develop scholars through a rigorous academic program that engages all stakeholders to maximize our students' potential to lead in the 21st century.

   LPA accomplishes this mission by ensuring staff and students are trained and faithfully implement LPA's Teaching and Learning Framework. The mission of LPA is rooted in the belief that all students deserve the opportunity for a rigorous academic program that maximize students' potential to lead in the 21st Century. In light of the mission, and vision, and consistent with LPA's core values about what it means to be a leader in the 21st Century, the Teaching and Learning Framework is centered on developing College and Career-Ready Students. LPA aims to recognize and support the individual talents of each student in ways that will help him/her to succeed.

   LPA's rigorous academic programs and initiatives are important to the South DeKalb community by not only serving as one of the limited school-choice options for students in a geographically-isolated portion of the DeKalb County School District (DCSD), but also delivering a unique and necessary focus of developing leaders for ever-increasingly dynamic and global community. LPA developed and implements the Teaching and Learning Framework and Leadership Curriculum to instill principles of accountability, fortitude, and service in tomorrow's leaders in DCSD and beyond.

Stakeholder input and inclusion is among LPA's foundational core values. Since the inception of the school, parents have had numerous opportunities to provide feedback on programs and services. Through Parent University, Coffee and Conversation, Success Meetings, Curriculum Nights and our online feedback box we request and gather feedback, information, and data to inform this petition and drive academic programs for our scholars. LPA intends to continue its dedication to engaging stakeholders in active dialogue throughout the upcoming charter term to remain responsive to student needs. 329/350 Words

2. Describe the charter school's academic program, specifically focusing on why it is innovative in your school district(s). Include mention of any waivers of state law and SBOE rule that are needed to implement the academic program. Be sure to describe any special characteristics of your charter school, such as a special population or some other feature or features which enhance educational opportunities. (350 words or less)

LPA developed its Leadership Curriculum is designed to instill leadership skills in our scholars while teaching core curricular course content areas through practical application in normal, daily living. The LPA Leadership Curriculum is an innovative program proven to develop local leaders and only implemented only at LPA. While DCSD offers a portfolio of educational options beyond state and local standards and curricula, the school's districts offerings in magnet and other theme programs do not include an in-depth focus on leadership studies. The Leadership Curriculum continues to evolve to address skills needed in our rapidly changing world.

Implementation of the Leadership Curriculum centers on students being involved in their community through service organizations outside of the school day. Students are rewarded and encouraged to volunteer their time on issues that spark their passion. Additionally, students participate in school wide service projects. These projects have included UNICEF, Susan G. Komen Race for the Cure, shoebox drive for homeless shelters and many other organizations. Scholars will see democratic and community engagement in activities like Student Leaders Council.

When students enter into their academic learning house, they are reminded that the leadership traits that they are acquiring are essential in every aspect of their lives. Students at LPA hold themselves accountable through be measuring the "effort" on levels ranging from 1 -4, with 1 being the highest. A plethora of post-secondary institutions offer degrees in leadership studies i.e DePaul University, Regents University, etc. or the University of Georgia. As students advance through the grade levels and the Leadership Curriculum, they will learn how to identify community needs, how to develop a plan of action, how to turn a plan into actions, and how to reflect on change and self-awareness

The leadership skills that they acquire from school and working in their communities make them poised to become visionary leaders for their future. The implementation of LPA's Leadership Curriculum ensures our scholars will be prepared to address the future challenges and lead their communities to continued excellence. We believe that the skills learned in this early preparation lays an essential foundation for our scholars.

349/350 Words

3. Describe the charter school's organizational structure, specifically focusing on its innovation and need for flexibility, its general partnership structure with an educational service provider (ESP) if any, and the school's community interest and need. (350 words or less)

LPA will continue to serve scholars in grades K-8 in the next charter term with the same attendance zone coterminous with DCSD. LPA is served through a Chief Executive Officer (CEO) who reports to the Leadership Preparatory Academy Governing Board and is held accountable for executing the LPA's mission and serving its students and staff in accordance with the school's charter contract and applicable law. The CEO is supported by the Chief Academic Officer/Chief Learning Officer (CAO/CLO) who serves as the school's instructional lead and head academic administrator and instructional lead. The CEO oversees all business, finance, governance and external affairs. This organizational structure allows LPA to maximize its flexibility and innovation by freeing its instructional lead (CAO/CLO) from administrative burdens that district from classroom excellence. LPA's administrative team includes experienced professionals serving students as Deans, instructional coaches and specialists, counselors and advisors, that support the entire team of premier teachers and support staff at LPA.

LPA does not contract with an educational service provider and does not plan to do so during the upcoming charter term. LPA serves a critical need in the community as evidenced by the school's full enrollment and robust waitlist. LPA and its innovative Leadership Curriculum provide the South DeKalb community a desired educational option supported by families who see their scholars as tomorrow's leaders.

220/350 Words

PAST PERFORMANCE

1. **Complete and attach as Exhibit 5 the Accountability Report available on the GADOE's Charter Schools Division website to show the school's performance during each year of your current charter term and include with your charter school renewal application. This Accountability Report will be presented to the State Board of Education with your charter petition, so please ensure it is accurate.**

   LPA's academic and organizational performance can be found in **Exhibit 5**.

2. **Provide a narrative describing how the charter school performed in meeting the academic and organizational goals set forth in its current charter contract. In your narrative:**
   a. Address the school's performance in each year of your current charter term.
   b. You are urged to include any supporting charts, tables, or graphs that provide quantitative data.
   c. If your charter school did not meet all the goals in its charter contract, explain any mitigating factors to which this can be attributed, and explain how the school plans to address them in the upcoming charter renewal term requested.

Academic Performance Standards

The following organizational performance results are measured against the contractual performance metrics located in the charter contract, Appendix A, *Accountability and Consequences*. Metrics and results are listed in the order they appear in the contract.

Goal 1: During each year of its charter contract term, the Charter School shall meet at least one of the following performance standards:

First Look – School Performance Gap Closure. The primary academic outcome Georgia seeks from its local charter schools is that they ***increase their College and Career Readiness Performance Index (CCRPI) score each year until they reach 100.*** The performance standards that measure CCRPI progress include growth in CCRPI itself and in its two major academic components, Content Mastery and Progress Score. Our "First Look" at annual charter school performance is to see if the school has met the standard for any of the following three CCRPI gap-closing measures. Meeting any one of these standards constitutes having achieved Goal 1 for a given year.

a. Increase its CCRPI score by at least 4% of the gap between 100 and the school's previous year CCRPI score in each grade band served (elementary, middle and/or high school); OR
b. Increase its CCRPI Content Mastery score by at least 10% of the gap between 100 and its previous year CCRPI Content Mastery score in each grade band served (elementary, middle and/or high school); OR
c. Increase its CCRPI Progress Score by at least 10% of the gap between 100 and its previous year CCRPI Progress Score in each grade band served (elementary, middle, and/or high school); OR

Second Look – School-District Comparisons. If a charter school does not achieve at least one of the "First Look" School Performance Gap Closure standards, it may still satisfy Goal 1 Academic Performance Standard requirements in a given year by achieving one of the "Second Look" School-District Comparison standards. The secondary academic outcome Georgia seeks from its local charter schools is that ***they do better than the district schools to which their students would otherwise attend***. Performance standards include whether they exceeded the CCRPI single score of their district or of the schools to which the charter school's students would otherwise be zoned, or whether they exceeded CCRPI, Content Mastery, or Progress in all grade bands of their district or of the schools to which the charter school's students would otherwise be zoned. Meeting any one of the following Second Look standards constitutes having achieved Goal 1 for a given year.

a. Exceed the CCRPI single score of its school district, OR
b. Exceed the CCRPI single score of the district schools to which the charter school's students would otherwise be zoned, OR
c. Exceed the CCRPI scores of its school district in each grade band served (elementary, middle, and/or high school), OR

d. Exceed the CCRPI scores of the district schools to which the charter school's students would be otherwise zoned in each grade band served (elementary, middle, and/or high school), OR
e. Exceed the CCRPI Content Mastery scores of the district schools to which the charter school's students would otherwise be zoned in each grade band served (elementary, middle, and/or high school), OR
f. Exceed the CCRPI Content Mastery scores of its school district in each grade band served (elementary, middle, and/or high school), OR
g. Exceed the CCRPI Progress scores of its school district in each grade band served (elementary, middle, and/or high school), OR
h. Exceed the CCRPI Progress scores of the district schools to which the charter school's students would otherwise be zoned in each grade band served elementary, middle, and/or high school)

Third Look – School-Statewide Comparisons. If a charter school does not achieve at least one of the "First Look" School Performance Gap Closure standards or the "Second Look" School-District Comparison standards, it may still satisfy Goal 1 Academic Performance Standard requirements in a given year by achieving one of the "Third Look" School-Statewide Comparison standards. The tertiary academic outcome Georgia seeks from its local charter schools is that ***they do better than the similar schools throughout the state.*** Meeting any one of the following Third Look standards constitutes having achieved Goal 1 for a given year.

a. Achieve an overall positive Value-Added Impact Score in each grade band served (elementary, middle, and/or high school). OR
b. Beat the Odds

As noted in the figure below, there were no CCRPI scores calculated in year one of LPA's charter contract. In year one, the Georgia Department of Education received a waiver on the CCRPI calculation, although mandated assessments were not waived. Year two of LPA's contract represents the 2021-2021 school year, which will not have a CCRPI score calculated until midway through the renewal process.

The results for metrics listed under the First, Second and Third Look Criteria are considered "N/A" or "not applicable" for year one of the charter term since at all items under each of these categories are dependent upon the CCRPI calculation.

Figure 1: CCRPI FOR 2020-2021

School Year	LPA - ES	LPA – MS	Climate Star Rating	Final School Score	Total District	Total State
2020-2021	TBD	TBD	TBD	TBD	TBD	TBD
2021-2022	TBD	TBD	TBD	TBD	TBD	TBD
2022-2023	TBD	TBD	TBD	TBD	TBD	TBD

Source: ccrpi.gadoe.org

Goal 2: During each year of its contract term the school will perform at the level required to stay off the list of Tier II (TSI/Targeted Support and Improvement) and Tier III (CSI/Comprehensive Support and Improvement) schools published annually by the Governor's Office of Student Achievement.

The most recent list of schools needing Targeted Support or Comprehensive support was published in November 2019. The Governor's Office of Student Achievement states that it cannot make TSI or CSI determinations without CCRPI calculations by GaDOE. As GaDOE will not calculate CCRPI for 2020 or 2021, this data is not available for the first two years of LPA's charter contract.

Given that a determination cannot be made regarding LPA's placement on either the TSI or CSI lists, the results for Goal 2 are considered "not applicable or N/A". Based on LPA's history, the school has not been at risk of being included on either the TSI or CSI lists. LPA's most recent CCRPI score for 2019 was 69.8 (schoolwide score). The elementary and middle school grade band scores were 63.7 and 80.7, respectively. LPA'S CCRPI score in 2018 exceeded the 2019 school score as well as the score for each grade band.

School Climate Performance Standards

Goal 3: During the first year of its charter contract term, the Charter School shall achieve a School Climate Star Rating of 3 or more stars.

Goal 4: During the second and each subsequent year of its charter contract term, the Charter School shall achieve a School Climate Star Rating of 4 or more stars.

Like Goal one in this section, there is no CCRPI calculation in year two of the charter term, due to the COVID-19 pandemic and its impact on teaching and learning, which prompted GaDOE to request waivers from the Federal Department of education. Climate Star ratings were not assigned for those years as they are a component of CCRPI.

Figure# 2: LPA Climate Score Data

School Year	Targets – Year 1 of contract – 3 Stars, Year 2 and later - 4 Stars or Above	Actual Star Rating
2020-2021	3	N/A
2021-2022	4	TBD
2022-2023	4	TBD

Financial Performance Standards

LPA's financial performance standards and results are in the response to question number three, which specifically calls for financial results.

Governance Performance Standards

Goal 6: During each year of its charter contract term, the Charter School shall achieve all six of the following governance performance standards.

a. All governing board members complied with all applicable open governance requirements, including policies relating to the Georgia Open Meetings Act and open records requirements. AND
b. All governing board members attended all required training, including all training required for any new governing board members, AND
c. The Board met a minimum of seven (7) times. AND
d. Successful implementation of the Teacher and Leader Keys Effectiveness System as verified by GADOE, AND
e. All governing board members acted in accordance with the Standards for Effective Governance of a Georgia Non-Profit School Governing Board as sworn to in the Legal Compliance Affidavit included in the Annual Report, and as evidenced by a lack of any evidence to the contrary received by GADOE and the authorizing district(s), AND

f. The Board reflects the sociodemographic diversity of the community it serves.

In years one and two of the current charter term, the governing board met all Governance Performance Standards. One metric; however, the TKES / LKES (2020-2021) evaluation system was not fully implemented due waivers granted by the Federal Department of Education, which impacted the implementation of these mandated evaluation systems. Nevertheless, teachers were provide constructive and timely feedback to ensure that the academic standards were being implemented and student success continued to be top of mind. In the 2021-2022 school year, both TKES and LKES were fully implemented. The LPA Governing Board consistently meets all governance training requirements of law and contract; however, one board member was unable to attend governance training during FY22 as a result of a prolonged medical necessity. The veteran board member regularly attends training in previous years and will do so upon her return to service.

Figure 3: 2020-2021 and 2021-2022, LPA Governance Performance Results

Metric per Charter Contract Section IV. Governance Performance Standards. *Goal 6: During each year of its charter contract term, the Charter School shall achieve all six of the following governance performance standards.*	**2020-2021**	**2021-2022**
a. GA Open Meetings Compliance, AND	MET	MET
b. All governing board members attended all required training, including all training required for any new governing board members, AND	MET	DNM
c. The Board met a minimum of seven (7) times, AND	MET	MET
d. Successful implementation of the Teacher and Leader Keys Effectiveness System as verified by GADOE, AND	N/A	MET
e. All governing board members acted in accordance with the Standards for Effective Governance of a Georgia Non-Profit School Governing Board as sworn to in the Legal Compliance Affidavit included in the Annual Report, and as evidenced by a lack of any evidence to the contrary received by GADOE and the authorizing district(s), AND	MET	MET
f. The Board reflects the sociodemographic diversity of the community it serves.	MET	MET

Essential and Innovative Features

Goal 7: The Charter School shall implement all Essential and Innovative Features, as defined in Section 5 of the charter in all material respects.

All innovative features were implemented of the current charter contract. The table below outlines the specific features that were included in the charter contract. These features are integral to the LPA program and unique within the DCSD system. In the current charter term, LPA refined the Leadership Curriculum to focus on leadership training, academic rigor and character development. This curriculum is fully aligned with the Georgia Standards of Excellence (GSE) and supported by the skills and competencies students acquire when project-based learning (PBL) is used as the central learning method. The LPA Leadership Curriculum is foundational aspect essential component of our student's educational experience and future success. The objectives of the Leadership Curriculum are interwoven throughout the general curriculum and students are expected to demonstrate competencies in the leadership curriculum as evident in their leadership activities, community service and project presentations. Moreover, LPA's implementation of PBL promotes critical thinking, collaboration, and real-world applications of learning relevant to our community.

For many years, research has not supported the connection between academic gains and project-based learning. That is no longer the case. Three recent studies by highly regarded research institutions all show not only better academic performance, but also the acquisition of fundamental literacy and reasoning skills. Critics of PBL proport that this model causes students to miss critical content knowledge and literacy skills. Recent studies from the University of Southern California and Michigan State University[1] provide strong evident to the contrary. These two studies involved more than 6,000 students in 114 schools from around the county. More than half of the students who participated in the study are from low-income households. One of these studies focused on teaching Advanced Placement curriculum through projects and field studies. Students who learned with the PBL model scored 8% higher than those who were exposed to the same curriculum in a direct instruction model. The PBL model also increased matriculation in AP courses by low-income students, also by 8%. The Michigan State study[2] shows that PBL raised science test scores. The study further evidences that students at all

[1] Knowledge in Action – Efficacy Study Over Two Years, February 22, 2021, cesr.usc.edu

[2] Assessing the Effect of Multiple Literacies Project-Based Learning on Science Learning, mlpbl.open3d.science

literacy levels made gains through PBL. The results from these studies also suggest that PBL may be a better framework for creating an equitable classroom.

Moreover, the incorporation of STEM throughout the LPA curriculum is an important element for student success and culture at LPA. Accordingly, LPA provides student exposure to STEM-related concepts through an evidence-based curriculum in multiple ways. The implementation of Project Lead the Way (PLTW) improved students' performance on the science portion of the GMAS. LPA has been successful in gaining corporate support through our grant writing. Organizations such as the Dart Foundation, PLTW, No Kid Hungry, New York Life and the Coca Cola Foundation through Georgica Charter School Association have all provided generous corporate support through the awarding of grants for projects that support the vison and mission of our school.

The Leadership Curriculum and Teaching and Learning Framework integrate technology use blended learning to expose students to different experiences and settings while also reinforcing scholar growth through student portfolios. During its previous charter terms, LPA made a concerted effort to bolster its instructional technology and resources to ensure students have access to 1:1 technology, reliable Internet access away from school, and the appropriate understanding for teachers to use these tools effectively. The LPA Teaching and Learning Framework guides teachers to use blended learning lessons as one of many components in a student's learning and work experience. Moreover, as part of LPA's Leadership Curriculum, LPA students gather their work product and projects in a portfolio that is incorporated into LPA's community service projects. Each year our eighth grade scholars spearhead a fundraising project to support an organization within our community. The students create a plan to engage other students in assisting in the fund raising goal. In the past our students have raised money for Jump Rope for Heart, Maximus Janton Foundation, Equal Justice Project just to name a few. This integration of leadership, technology, and community impact ensures LPA remains innovative and responsive to its community and students with a rigorous academic standards delivered in a meaningful and cohesive program. LPA, the PBL integrated with its blended learning, student portfolios, and community service projects. More recently the Governance Board met with the Ambassador of Mozambique to develop an

educational partnership that will allow for cross cultural exchanges to further expand our Leadership Studies Curriculum. The GSE standards for seventh grade Social Studies focuses on Africa. During the 2022-

Figure 4: LPA Essential and Innovative Feature Implementation

Innovative Feature	Year 1 2020-2021	Year 2 2021-2022	Year 3 2022-2023
Leadership and STEM Curriculum	MET	MET	Expected to meet. TBD
Project-Based Learning	MET	MET	Expected to meet. TBD
Small Group Instruction and Collaboration	MET	MET	Expected to meet. TBD
Blended Learning	MET	MET	Expected to meet. TBD
Student Developed Online Portfolios (Websites)	MET	MET	Expected to meet. TBD
Community Service-Learning Projects	MET	MET	Expected to meet. TBD

Legal Compliance Performance Standards

Goal 8: During each year of its charter contract term the Charter School shall implement all legal requirements included in its federal and state law, rules and regulations and in its charter in all material respects.

Goal 9: The Charter School shall not do anything which results in GADOE and the authorizing district(s) placing it on probation more than two times in a single school year (July 1 to June 30).

Goal 10: The Charter School shall not do anything which results in GADOE and the authorizing district(s) placing it on probation more than three times during its charter contract term.

LPA met all legal requirements during the current charter term. The school was not placed on probation during the current term and all legal requirements for locally authorized charter schools were met.

Figure 5: LPA Legal Compliance Results

Legal Compliance Goals	Year 1 2020-2021	Year 2 2021-2022	Year 3 2022-2023

Goal 8: During each year of its charter contract term, the Charter School shall implement all legal requirements included in its federal and state law, rules and regulations and in its charter in all material respects.	MET	MET	Expected to meet. TBD
Goal 9: The Charter School shall not do anything which results in GADOE and the authorizing district(s) placing it on probation more than two times in a single school year (July 1 to June 30).	MET	MET	Expected to meet. TBD
Goal 10: The Charter School shall not do anything which results in GADOE and the authorizing district(s) placing it on probation more than three times during its charter contract term.	MET	MET	Expected to meet. TBD

Measuring Academic Achievement During the Pandemic

LPA is currently operating on a three-year charter contract. The challenge of a limited contract period was compounded by the ongoing impact of the pandemic resulting in unfinished learning, teacher burnout, and teacher shortages, among other challenges. The first year of the current term (2020-2021), most LPA students were learning in a remote setting. In year two, students returned to in-person learning. In the midst of these unusual and unprecedented circumstances, participation in State-mandated assessments was uneven at best in 2020-2021.

Accountability standards for charters in Georgia require that they outperform the local district and the state on a consistent basis throughout the charter term. The underlying premise is that by exercising the flexibility afforded to a charter school, superior results can and will be achieved. These results are also expected to happen within the first few years of a charter school's first contract. The general treatment of goal attainment and charter renewal, in Georgia, has been that if the majority of measures are met within a charter term, the school will be renewed for a five-year term. In recent years, shorter-term charters have been granted to allow schools additional time to demonstrate consistent achievement in meeting and exceeding district and state targets.

Georgia Milestones Assessment System

The Georgia Milestones Assessment System (GMAS) is used as the state-mandated assessment system by which content mastery is measured. Charter schools in Georgia are required to use the Georgia Standards of Excellence (GSE) as the framework for classroom instruction. LPA combines innovative PBL practices with the

GSE to increase student engagement and academic achievement. Due to low GMAS participation rates in all grade levels, scores on GaDOE.org for LPA show that there were too few students to report. The school had between 8 and 22 percent of student take the assessment. The State participation rate was between 61-79 percent, while DCSD had between 33 and 56 percent of students participate. The 2021 data was declared by GaDOE to be a new baseline for accountability, upon which subsequence years may be compared. In LPA's case, the baseline will have to be established using the 2022 results given the participation rate. For the 2022 GMAS administration, 100% of our students participated in the assessment.

Despite the challenges of the pandemic, LPA made steady gains to improve student outcomes, academic achievement, and student growth when many schools and students struggled to combat learning loss. While LPA performance as measured by student assessments guide our improvement, the performance of our scholars measured by the 2022 GMAS indicate that LPA is providing an academic program that is likely to meet its contractual performance standards upon the release of the 2022 CCRPI measures. The expected release date of the 2022 CCRPI measures that will be calculated is not yet available. CCRPI will be assigned for 2022; however, the expected release date is unknown, but will likely be towards the end of LPA's renewal process in early 2023. Historically, CCRPI scores are released between November and January for the prior school year. However, LPA's 2022 GMAS performance is a likely indicator that the school will meet its contractual performance expectations through such measures.

Figure 6: LPA 2022 GMAS – Percentage of Students Scoring Developing or Above

	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade
ELA	68	73	85	78	77	96
Math	88	65	50	70	82	79
Science	N/A	N/A	60	N/A	N/A	32
Social Studies	N/A	N/A	TFS	N/A	N/A	43

Specifically, LPA student performance in ELA in all grade bands as measured by the percentage of students scoring Developing Learner or above is consistent or above comparison district and state performance for the 2021 baseline. Nevertheless, LPA will use these results to inform and improve instruction for future years, with a particular focus on 3rd grade. While student performance in mathematics is inconsistent across grades, LPA's student performance as measured by the percentage of students scoring Developing Learner or above remains consistent or above comparison district and state performance. Similarly, this GMAS data is used by LPA's A&AT team to drive improvement for the upcoming school year. Our school's Title I Comprehensive School Improvement Plan has been developed to specifically address the needs of students who are not meeting grade level expectations with a focus on rising 6th graders in mathematics.

Moreover, 2022 MAP data show LPA students meeting growth and proficiency targets at rates comparable or better than district or state comparisons. As illustrated below, MAP data for the 2022 school year evidence a consistent percentage of LPA students who met projected growth targets as compared to DCSD in both Reading and Math.

Figure 7: LPA 2022 MAP Comparison – Percentage of Students Meeting Fall to Spring Growth Targets

	LPA	DCSD
Reading	47.35	53.05
Math	42.53	44.05

MAP scores are aligned to GMAS and may be used to project student performance. As illustrated below, MAP data for the 2022 school year evidence a higher percentage of LPA students who met projected proficiency targets when compared to DCSD in both Reading and Math.

Figure 8: LPA 2022 MAP Comparison – Projected Percentage of Students Scoring Developing Learner or Above

	LPA	DCSD
Reading	77.73	55.96
Math	78.28	59.94

LPA's superior results measuring student growth and proficiency evidences the dedication of our staff and community in supporting students in the effective delivery of LPA's curriculum. Though student assessment results indicate the areas in which LPA needs to improve instruction – both for individual students and school-wide programs – the data illustrates the better educational opportunity afforded to LPA students in South DeKalb.

Throughout the 2020-2021 school year the instructional staff remained focused on providing quality instruction in the remote learning format. Remote learning continued until spring 2021, when classes resumed in person. Teachers continued to emphasize project-based learning, the Leadership Curriculum, service-learning projects, while providing intensive remediation and support.

In order to address the academic needs of LPA students, which have been compounded by the impact of prolonged remote learning, teachers used differentiation, flexible grouping, instructional planning, varied teaching strategies, as well as focus on student-centered activities. Beyond the researched-based practices used in LPA classrooms, additional academic support and intervention will be needed to ensure that the negative impacts of unfinished learning are fully addressed.

The Accountability and Assessment Team (A&AT) guides student excellence, instruction, and intervention through the evaluation of data and implementation of LPA's Teaching and Learning Framework. By analyzing and evaluating student and school data and ensuring staff are trained and implement the Teaching and Learning Framework with fidelity, the A&AT ensures all teachers and support staff are able to maintain the necessary laser-focus on the needs and progress of each individual student as well as their respective cohorts. The A&AT gathers and assesses student performance data to determine student placement, evaluation of instructional resources, refinement of enrichment programs and teacher grade level and subject assignment. LPA believes that data serves as a powerful tool that is critical to the school-wide decision-making process. This data is drives LPA's Teaching and Learning Framework beginning with classroom assessments.

Classroom assessment is one of the teacher's most essential educational tools. Classroom assessments both support students' learning (Black and Williams, 2002)[3] and communicate that student's progress and learning to all stakeholders. LPA's Teaching and Learning Framework incorporates (1) initial or diagnostic (benchmarks), (2) formative, and (3) summative assessments to periodically provide teachers and instructional staff valid and reliable data to responsively assess student progress. Using assessment results, teachers will know at the outset where their students are in terms of their learning and will continually check on their progress through monitoring and strengthening student feedback.

With the support of the A&AT, teachers use ongoing assessment data to inform instruction and determine whether or not the educational goals of each student are being met. To answer the question, "Are we teaching what we think we are teaching?" teachers use pre-assessments to find out what students already know and where the gaps and deficiencies exist. Through formative assessments, teachers will also be able to check their students' understanding during instruction and keep track of which students will need remediation or acceleration. This answers the question, "Are students learning what they are supposed to be learning?". Summative assessments are used to measure students' expected levels of proficiency in Georgia Standards of Excellence and to determine if they are ready to move to the next grade.

The A&AT is comprised of the Academic Coaches, the Chief Academic Officer, and selected classroom and gifted teachers—works with teachers to review and analyze student and school-wide assessment data. The A&AT understands cannot be used to simply judge how much students knows, but also to comprehend the nature of their knowledge and to identify patterns of strengths and areas for improvement. The A&AT answers the question, "Is there a way to teach the subject better, thereby promoting better learning?" The school's approach to utilizing data ensures a data-driven decision-making culture at the school, that:

- Ensures academic success for all students.
- Makes data part of the ongoing cycle of instructional improvement.

[3] Black, P., Harrison, C., Lee, C., Marshall, B., & William, D (2003). *Assessment for learning: Putting it into practice. Buckingham*. England: Open University Press.

- Maintains the school's assessment and data system.
- Continues to provide support in the interpretation of assessment data for teachers and students.

LPA's Teaching and Learning Framework goes beyond using classroom assessments to drive instructional practices and remediation. One of the key elements to the Teaching and Learning Framework and corresponding student success is the engagement of teachers in systematic reflection on their teaching. Teacher reflection plays a critical role in the transformation of teaching and learning.[4] Reflection helps teachers better understand their practice and what works in the classroom. It provides as opportunity for teachers to examine the effectiveness of a lesson and to use the evaluation to drive future instructional decisions. Further, reflection helps teachers to grow and learn more holistically. This ongoing evaluation is a form of problem solving (self-assessment) to improve teaching and learning and to ensure success for all students.

LPA teachers actively engage in reflection and take time to ask and answer a series of questions to assess past and drive future performance.[5] These questions are aimed to guide teachers to effective instructional practices with the overall guidance of the A&AT. Questions such as: How do I interact with students? Is my classroom predictable or spontaneous? Are my students actively involved in learning? Why did a particular lesson not go over well? Why did a particular lesson go over well? Am I using wait time before and after I receive responses to questions?, strive to help teachers create a classroom where students are: talking to each other, disagreeing, challenging, and debating; willing to take risks; explaining their ideas clearly and precisely; and reflecting on their learning experiences to identify what was hard or easy for them, what worked or did not work, and what they liked or did not like. LPA understands that change is difficult and supports its teachers in their self-reflection process by encouraging them to identify their own positive classroom practices and continue to use them and to implement changes that main LPA's academic excellence.

Goal Attainment in the Next Charter Term

[4] Saphiers, J., Haley-Speca, M. A., & Gower, R. (2008). *The Skillful Teacher: Building Your Teaching Skills*. Acton, MA: Research for Better Teaching.
[5] Danielson, C. (2007). *Enhancing Professional Practice: A Framework for Teaching*. Alexandria, VA: ASCD.

The pandemic was an unexpected focus of years one and two of the current charter term. Now that in-person instruction is once again possible, the final year of the current term and the next term can focus anew on increasing student achievement and organizational effectiveness.

In essence, the next charter term gives LPA the opportunity for a new "strong" start with increased organizational capacity and efficacy, prepared to meet and exceed the needs of students and the community.

A study commissioned by the State Charter Schools Commission (SCSC) and conducted by Peabody College at Vanderbilt University, determined that there are eleven key components that lead to a successful charter school launch.[6] During the first and second charter terms, LPA demonstrated some of these components, but not others.

LPA has successfully recruited students throughout the charter term and is currently at the capacity allowed in the charter contract. Furthermore, there are waitlists in the following areas as demonstrated in Figure 17. Meeting enrollment targets is not only an element in the *Starting Strong* study, but also part of the overarching financial sustainability metrics that the school uses to gauge short- and long-term fiscal health. The waitlist at the beginning of the charter term was more robust whereas current year shows a more modest waitlist due to enrollment fluctuations in the wake of the COVID-19 pandemic.

Figure 9: LPA Waitlist Data

LPA Waitlist Numbers	2020-2021	2021-2022	2022-2023
K	5	6	23
1	16	0	31
2	21	6	47
3	10	2	52
4	16	2	53
5	20	5	46
6	43	8	79
7	20	6	26

[6] Starting Strong: Best Practices in Starting a Charter School. Cannata, Marissa, Grant, Thomas, and Zaia Thrombe. https://drive.google.com/drive/search?q=starting%20strong

8	13	7	25

Over the course of the next charter term, LPA aims to prepare scholars to meet the challenges of living as well as academics. Even without a global pandemic, childhood anxiety and depression disorders on the rise and the negative impacts of social media compounding scholars' social health and development. LPA's dedication to scholar social and emotional health and learning will give them the tools they need for academic and social-emotional success. Scholars growing up in the current era are plagued with societal challenges. According to the Center for Disease Control and Prevention (CDC), one in six children between the ages of two and eight are suffering from mental, behavioral, or developmental disorders.[7] CDC research further indicates that between 2003 and 2011 the rate of children being diagnosed with anxiety or depression has risen from 5.4 to 8.4, respectively.[8] Our teachers have participated in the New York Life Grief Training. LPA will continue to participate in this training and utilize the resources made available to us through our partnership with New York Life.

LPA's Leadership Curriculum guides scholars and includes methods to develop scholar self-awareness, healthy relationships, social and emotional development, and community. The additional approach to social and emotional health through our rigorous leadership curriculum will allow LPA scholars to flourish academically and socially. In a study focusing on the benefits of holistic education, an overwhelming majority indicated that if they had been exposed to holistic education in their formative years, they would have been more successful in their post-secondary lives.[9]

Moreover, LPA's Teaching and Learning Framework will guide teachers in using restorative discipline practices to promote student well-being and promote a healthy-school climate. Teachers may hold informal conferences for lower-level incidents involving two or more scholars, and proactive-circles may be used to conference in a small-group setting to promote student connectedness. In these circles, participants are seated in a

[7] https://www.cdc.gov/childrensmentalhealth/data.html
[8] https://www.cdc.gov/childrensmentalhealth/features/anxiety-depression-children.html
[9] https://pdfs.semanticscholar.org/6728/dc8d158354dbcc4a189ed15deaa54aa3ef54.pdf

circle with no physical barriers, which provide opportunities for scholars to share feelings, ideas, and experiences in order to build trust, mutual understanding, shared values and shared behaviors. Teachers are trained on when to hold proactive circles to help scholars process their emotions and resolve conflicts proactively. These practices help teachers preempt classroom conflict, though all LPA staff are trained and apply the student code of conduct when appropriate.

LPA understands that each student's individual culture and circumstances can profoundly impact his or her learning needs and style. Accordingly, LPA aims to promote *culturally responsive teaching practices*. Culturally responsive teaching involves practices that foster a school environment that is culturally aware, sensitive, and inclusive of all stakeholders in order to honor each person's lived experiences. Culturally responsive teaching links education to culture in a way that not only affirms scholar identity, but also increases academic equity and outcomes without undermining the success of others. LPA will affirm culturally responsive teaching by:

- Acknowledging scholar differences and similarities;
- Using classroom practices and materials to validate scholar cultural identity;
- Promoting equity and respect among scholars;
- Fostering positive relationships with all stakeholders;
- Motivating scholars take an active role in learning;
- Encouraging scholars to think critically; and
- Challenging scholars to strive for excellence as defined by their own potential

By incorporating additional elements of social and emotional learning with culturally responsive teaching in the school's Teaching and Learning Framework and Leadership Curriculum, LPA will fulfill its goals in the next charter term to create a safe and healthy environment conducive to student learning. LPA will establish and monitor goals for school climate that are measured by student and staff surveys as well as student performance.

LPA's Teaching and Learning Framework includes have tools for teachers to help students positively view themselves, interact with others, and evaluate challenges and explore choices. A high level of emotional

competence is needed to achieve at high levels academically. Fostering social-emotional wellness in scholars requires their understanding and management of individual own emotions with empathy and their relationships with others. LPA's Leadership Curriculum promotes both student understanding of his or her own emotions as well as those of others. If scholars are able to practice feeling empathic, they are far more likely to reach positive outcomes the following year and beyond.[10] Moreover, LPA will continue to provide a safe, warm, and welcoming environment for all scholars to achieve academic and emotional success.

Financial Results

3. **Describe the school's current financial situation. In your description:**
    a. **Include an explanation of financial results.**
    b. **Detail any financial successes or struggles the school experienced during the current charter term. Include any instances of fraudulent behavior or accusations of fraudulent behavior by school staff, governing board members, or anyone else associated with the school.**
    c. **Explain how the school will address any struggles discussed above as well as any outstanding debts. Explain how the school will allocate any surplus funds.**

Financial Performance Standards

Goal 5: During each year of its charter contract term, the Charter School shall achieve all six of the following financial performance standards.

a. Not be in default of loan or bond covenant(s) and/or is not delinquent with debt services payments.
b. Achieve a Current Ratio (Working Capital Ratio) that is greater than 1.0 or greater and one-year trend is positive, AND
c. Possess a Debt to Asset Ratio that is less than 95 percent, AND
d. Unrestricted Days Cash (Total Expenses/365) is greater than 45 days and the one- year trend is positive, AND
e. Financial Efficiency Rating is 4 Stars or above, AND
f. The Charter School received and submitted to GADOE by November 1, an annual independent audit with an opinion of the auditor as regards the accuracy of the Charter School's accounting records, financial position, change in financial position, compliance with rules of various governing entities, including GAGA (Generally Accepted Government Auditing Standards (the

[10] https://www.theedadvocate.org/4-dimensions-of-emotional-intelligence-for-students/

"Yellow Book") or, for those schools not yet converted to GAGAS, compliance with GAAP (Generally Accepted Accounting Principles) that includes:

- An unmodified audit opinion;
- An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses;
- An audit that does not include an ongoing concern disclosure in the notes or an explanatory paragraph; and
- No other adverse statement indicating noncompliance with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight.

Financial Overview

LPA's conservative budgeting and strict adherence to its budget, financial policies, and operating procedures established LPA's healthy and robust financial outlook. LPA consistently meets its annual performance and contractual measures for financial short-term and long-term financial viability. LPA maintains a healthy fund balance and cash reserves with consistent positive annual net positions. LPA does not carry any long-term debt, which helps the school maintain fluidity and adapt to the changing needs of the school. Because its lack of debt obligations, LPA's current ratio was 11.01 and its Debt to Asset Ratio was 8.45 at the close of FY21. The school has well over 45 days of unencumbered cash on hand to support its operating expenses and to mitigate the impact of unforeseen events and expenses, closing FY21 with 251 days cash on hand. LPA consistently meets financial reporting deadlines established by the Georgia Department of Education and auditors. Although the majority of LPA's funding is QBE revenue, LPA conducts fundraising programs to supplement its activities. programs and fundraising activities that generate additional revenue for the school.

Financial Monitoring

LPA's Governing Board requires the school to adhere to Generally Accepted Accounting Principles, and standards of accounting established by the Governmental Accounting Standards Board (GASB). LPA established its financial policies and procedures to implement the obligations of its charter contract, mitigate risk, and align the management of its finances to the requirements of the DeKalb County School District, Georgia Department of

Education, and State of Georgia. The LPA Finance Committee oversees the financial direction in accordance with the school's overall mission and vision. The Finance Committee meets monthly to monitor the school's adherence to its financial obligations, including the school's internal policies and procedures, review the financial transactions of the school, and assess the school's ability to meet its future obligations. The Finance Committee reviews reports from LPA's Chief Financial Officer and holds him accountable for the school's adherence to the board's short and long-term financial strategies and legal compliance. The Finance Committee reviews the balance sheet, budget to actual reports, cash flow, and reconciliation reports and information each month to monitor the school's financial performance and health.

Mr. Lonnie Hall currently serves in the role of CFO required by the school's charter contract. Mr. Hall exceeds the requirements for charter school financial officer as required by LPA's charter contract.

The Finance Committee collaborates closely with the CEO and CAO and whole governing board to ensure LPA adopts an annual budget in accordance with O.C.G.A. § 20-2-167.1. The CFO uses historical data and current costs to develop a budget that will implement the school's educational program in a manner that is legally compliant and consistent with the board's mission, vision, and expectations. The CFO and administrative team develop the budget for review by the Finance Committee in early spring to ensure that enrollment projections and planned programs and expenses are accurate for the following school year. The Finance Committee reviews and analyzes the proposed budget and its alignment with the board's expectations as well as the school's charter contract and legal obligations prior to recommending a proposed budget for approval by the LPA Governing Board. Prior to adopting its annual operating budget, the LPA Governing Board provides at least two opportunities for the public to provide input on its budget at separate governing board meetings held at least a week apart. Should the need arise for LPA to amend its budget during the fiscal year, the Governing Board ensures that the budget is amended and adopted in accordance with adopted school policies.

LPA operates as a tax-exempt non-profit corporation under IRS Code Section 501(c)(3) and follows all requirements to maintain such status. The LPA Governing Board reviews and approves all annual tax returns and reports and ensures that the school completes a timely and accurate independent financial audit prior to November

1 following the close of its fiscal year. LPA ensures that this audit complies with GASB standards and is conducted by an independent auditor with knowledge of charter school finances and operations.

Financial Challenges

Like all school districts and charter schools, LPA encountered tremendous budgeting, resource allocation, and revenue uncertainty during the COVID-19 pandemic, particularly during FY20. LPA's transition to remote instruction, its technology needs, and the scarcity of COVID supplies created significant budgeting and logistical challenges to ensure continuity of service for students in their homes. To meet these financial challenges, LPA received a proportionate share of ESSER CARES funding to address pandemic related costs and the learning loss associated with the pandemic. LPA also utilized the Paycheck Protection Program from the Small Business Administration in FY20 and FY21 to ensure LPA weathered financial uncertainty to continue to employ its staff and serve its students and community.

Despite the financial uncertainty created by the pandemic, LPA ended both FY20 and FY21 in strong financial positions that led to the school's opportunity for investment in FY22 and beyond. At the end of FY21, LPA's fund balance was $3,090,311. The independent financial audit for FY21 was unmodified did not note any material finding or weakness. The school's annual independent financial audit will be completed and submitted to the DeKalb County School District and the Georgia Department of Education by November 1, 2022.

LPA's sizeable fund balance is reinforced by strong financial practices and procedures established by the school's governing board and enforced by the CEO. These resources and policies, when combined with the school's lack of debt service, illustrate that LPA is capable of providing a responsive academic program as a faithful steward of taxpayer funding and ensuring the long-term viability of LPA.

Figure 10: 2020-2021, 2021-2022, Leadership Preparatory Academy - Financial Results

Metric per Charter Contract Section III. Financial Performance Standards. **Goal 5**: *During each year of its charter contract term, the Charter School shall achieve <u>all six</u> of the following financial performance standards.*	**2020-2021**	**2021-2022**
g. Not be in default of loan or bond covenant(s) and/or not delinquent with debt services payments. AND	MET	MET

h. Achieve a Current Ratio (Working Capital Ratio) that is greater than 1.0 or greater and a one-year positive trend. AND	12.99 MET	TBD
i. Possess a Debt to Asset Ratio that is less than 95 percent.	8.45 MET	TBD
j. Unrestricted Days Cash (Total Expenses / 365) is greater than 45 days and the one-year trend is positive.	251 MET	TBD
k. Financial Efficiency Rating is 4 stars or above.	No rating due to state accountability waiver	No rating due to state accountability waiver
l. Annual independent audit: i. is submitted on-time, by November 1st each year ii. results in an unmodified audit opinion; iii. is devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses iv. does not include a going concern disclosure in the notes or an explanatory paragraph, and v. has no other adverse statement indicating noncompliance with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight.	All FY21 Audit Metrics were Met	TBD - FY22 Audit due 11/1/2022

Governance Overview

4. **Provide a brief overview of the school's current governance structure. In your description, you must include:**
    - **d. Specific examples of decisions the governing board has made on behalf of the school;**
    - **e. Specific examples of decisions the school leader has made on behalf of the school;**
    - **f. How the governing board holds the school leader, any charter partners (ESP/CMO/EMO), and any independent contractors accountable; and**
    - **g. The governing board's training program for the current and proposed charter term. Attach as Exhibit 6 a copy of the board's Governance Training Plan.**

LPA Governance Overview

Board Composition and Structure

The LPA board has seven voting members. In order for a charter school board to govern effectively, the individual members must possess critical skill sets and professional expertise. Board members should also be representative of the community they serve and have a strong diversity and equity orientation.

LPA's current board members possess expertise in business, navigation engineering, resource development, law, real estate, facilities, K-12 and higher education, education professor, educational innovation, non-profit leadership, and finance. This robust array of expertise among LPA's board members, as well as board size, exemplify the community's commitment to educational innovation and strong governance. The board strategically recruited members during the previous current charter terms to ensure that succession plans are actionable and that the board's current level of functioning is maintained and continuously improved during the next charter term.

The board conducts regular monthly meetings to take action, review information, provide oversight, and mitigate risk.

Decisions Made by the Board

The board makes a range of decisions each year after a thorough analysis and recommendation from the school leader. Some specific examples of decisions made during the current charter term are:

- January 2022—The Board voted to return all students to campus

Decisions Made by the School Leader

The CAO vets and recommends various actions and initiatives through each school year. The relationship between the governing board and school leader is vital to the long-term success of any charter school. At LPA there is a strong collaborative culture between the CAO and the board, who work together to make data-driven, student-centered decisions.

Figure 11: Board and CAO and/or CEO Decision Examples in Key Categories

Category	Board	CAO
Finance	The board oversees the audit process and selects the auditor. The board approves the final operating budget each fiscal year and ensures that the budget hearing law is adhered to.	The CAO works closely with the board to develop a budget that allows the program to be delivered with fidelity. The CFO and CAO makes budget recommendations to the finance committee and board
Resource Allocation	The board, through the CFO oversees resource allocation recommendations to ensure that funds are allocated in a manner that is prudent and student-centered. The board ensured that the majority of funds received from ESSR grants were directed to improving student performance.	The CAO recommends the allocation of resources based on past history and current student and staff needs. The CAO also considers feedback about programs, resources, etc. from parents through online communication portals, workshops, surveys, etc.
Personnel	The board approves the recommendations related to personnel hiring, etc. through an HR report at each board meeting.	The CEO recommends new hires, non-renewals and terminations as appropriate.

Curriculum	The board approved expenses and programmatic changes related to its Leadership Curriculum, blended learning, and community service projects.	The CAO led the process, and related decisions, to implement and improve its essential and innovative features.
School Improvement	In order to increase student achievement and mitigate the impact of unfinished learning from the pandemic, the board approved the following: • 1:1 technology • Expanded online learning opportunities through GAVS • Directed the CAO to develop a leadership succession program	The CAO recommended the following improvement initiatives: • Development of the iLEAD extended day program • Developed he Kindergarten Boot Camp that has been conducted each year on the petition FY21 Virtually FY 22 In-Person
School Operations	The board took action on contracts that went through the RFP process: • Nutrition	The Director of Nutrition plans and options to conduct a competitive solicitation of food service vendors and provide a recommendation to the board.

Accountability

School Leader Evaluation

Effective boards are accountable to the staff, stakeholders, greater community, and each other. Boards that are cohesive and can hold each other accountable tend to be more robust and able to weather the challenges, and grow strategically, than those who experience uneven accountability. One of the key responsibilities of charter boards is the management of the CEO and in turn evaluates the CAO/CLO using Leader Keys Effectiveness System (LKES). In addition to following the LKES protocol, the CAO provides a monthly update to the board, which is also used in the evaluation process. The CEO is responsible for holding all subordinate staff accountable for performance and evaluating such performance as required by TKES/LKES.

Vendor Accountability

LPA has comprehensive procurement and internal control policies. The policies that govern vendor selection and evaluation are implemented by the CEO and oversight is provided by the board. The school has a *Request for Proposals* policy, which is used when spending levels are at or above the indicated threshold determined by the policies. During the 2021-2022 school year, the school's Procurement Procedures were audited by the Georgia Department of Education Nutrition Department. LPA was commended for having no procurement required revisions.

Governance Training Plan

The Governance Board Training Policy provides guidelines for each governing board member to meet and exceed annual training requirements. Moreover, the LPA Governance Board adheres to the training program that is established by Georgia law. All charter school board members complete 15 hours of governance training annually, and returning board members complete 9 hours of training. Of the 9 hours, all Board members must participate in a minimum of three hours of whole board training. The Governance Board of LPA extends their training by participating in local and national conferences including the Georgia Charter School Association annual conference, the National Charter School Association annual conference, Georgia School Boards Association National Conference along with other content specific webinars, workshops and trainings. Additionally, during FY22 the LPA Board Chair and school administrative staff attended the National Charter School Conference with focused strands on school governance. The LPA Governing Board consistently meets all governance training requirements of law and contract; however, one board member was unable to attend governance training during FY22 as a result of a prolonged medical necessity. The veteran board member regularly attends training in previous years and will do so upon her return to service.

The LPA Governing Board recognizes that members must make a significant investment in time and training to ensure that they are utilizing best practices in school governance that they are upholding their fiduciary duties. In addition to the formal training schedule for Governance Board members, multiple mini-training sessions are scheduled prior to Board Meetings and committee meetings on a regular basis. They are often presented by the CLO, CFO, or CEO and generally directly related to matter at hand. These trainings promote the ability of the LPA Governing Board to broadly oversee pertinent issues and act in the best interest of the school.

Students with Disabilities

5. **Describe how the school provides state- and federally-mandated services to scholars with disabilities. Reciting the requirements of law and rule is insufficient. Your description must include the school's practices and procedures to:**
    - Evaluate and identify scholars with disabilities;
    - Develop, review, and revise Individualized Education Programs (IEPs);
    - Integrate special education into the general education program;

- Ensure that the school facility meets the requirements of other related laws including the Americans with Disabilities Act (ADA) and Section 504;
- Address student discipline;
- Handle programming disputes involving parents;
- Ensure confidentiality of special education records;
- Purchase services from special education vendors or to contract with your local district to provide a continuum of special education services and how this arrangement will work; and
- Secure technical assistance and training

Special Education Program Overview

a. Evaluation and Identification

LPA special education staff uses the Child Find process to appropriately identify students whose academic needs are not fully met with other services and interventions. The process used to identify entering and exiting students with disabilities (SWD) is designed to be systematic and responsive, and is based on all applicable laws, regulations, and guidance pertaining to students with special needs (IDEA; GA SBOE 160-4-7-.03).

As new students enroll at LPA, parents/guardians are advised in writing that any child who has an existing IEP or may be suspected of having a disability is entitled to receive services. The letter includes: Records Release Form to authorize the school to obtain the student's prior school records and a request for a copy of the IEP. Within two weeks of receiving the IEP, the LPA arranges an IEP meeting. Services at LPA are provided based on the existing IEP. For students who do not have an existing IEP upon entering, but demonstrate academic need, LPA implements the Multi-Tiered Support Services (MTSS) protocols, which is monitored by the Student Support Team (SST). Both educators and parents may make referrals for students to receive tiered support.

LPA's special education teachers work closely with DeKalb County Schools' Lead Teacher of Special Education (LTSE) to provide services that support the appropriate accommodations each individual student may need. However, LPA recognizes its responsibility to locate, identify and evaluate all incoming and enrolled students in the school who are suspected of having, or known to have a disability so that a free appropriate public education can be made available to all eligible students.

MTSS is a multi-tiered approach to the early identification and support of students with both academic and behavioral needs. All LPA students receive Tier one (1) support within the classroom, as these are research-based strategies that are effective for nearly all students. For each student in Tier two of the process, the SST creates an action plan that identifies (1) specific academic/ behavioral areas of concern, (2) strategies and interventions to be used, (3) the staff member responsible for implementing the intervention and how frequently the intervention will be used, and (4) the date of the next follow-up meeting (typically six weeks). At that meeting, LPA staff members evaluate the student's performance along with the action plan to determine if there has been a positive response to the interventions provided. If the student does not make adequate gains or demonstrate growth, he/she receives more intensive (Tier three) support. These supports are implemented and monitored for a period of 4-6 weeks. If the SST coordinator determines that the intervention is not supporting the student in making adequate progress, the student will be referred for a comprehensive psycho-educational evaluation (Tier 4). In order to provide this level of evaluation, the school must first be in receipt of parental/guardian consent for evaluation. LPA students are evaluated by DeKalb County School District school psychologist. Alternatively, formal evaluation is considered within ten days of a parent's formal written request for testing.

b. Development, Review and Revisions to Individualized Education Programs (IEPs)

Once a student qualifies for special education services, an Individual Education Program (IEP) meeting is held according to notification procedures, and the initial IEP is developed to ensure the student receives appropriate accommodations and services in the least restrictive environment (LRE). General and special educators work collaboratively to monitor the progress of students with IEPs. The special education team conducts annual IEP meetings to review each student's IEP goals and progress. In order to monitor the performance of the students with IEPs, the special education teachers use multiple sources of available data (e.g., NWEA MAP assessments, GA Milestone results, student growth percentiles, writing samples, running records, anecdotal behavior records, and classroom observations) to determine and measure whether a student is progressing towards their IEP goals. Classroom teachers and special education teachers track each student's IEP

implementation, progress toward IEP goals, and regularly participate in collaborative meetings to support the needs of SWD. Parents/guardians are kept apprised of their child's progress through mid-term progress reports and the nine-week report cards. Though educators may frequently collaborate to best assist a student with an IEP, placement discussions and decisions are only allowable during a legally noticed and held IEP meeting.

Students with IEPs must be re-evaluated at least every three years to determine continued eligibility. At any time, parents may request an IEP meeting and the special education team may reconvene before the annual meeting if the IEP needs to be amended. If a student is demonstrating adequate growth and may no longer require special education services, LPA initiates an evaluation and conducts an IEP meeting to determine if the student remains eligible for special education services.

LPA's special education teachers are assigned grade levels for which they are responsible for updating and managing the case files of students with Individualized Education Programs. There LPA employs full-time, certified special education teachers, each of whom is responsible for a caseload of between 5-8 students. LPA also has dedicated para-professionals on staff to provide assistance to classroom teachers and meet the instructional needs of exceptional students in the general classroom setting. Staff ensures that services rendered are properly aligned to district and state requirements through collaboration with DCSD's Lead Teacher for Special Education (LTSE) assigned to LPA. Parental/guardian consent is obtained prior to the evaluation, initial placement in special education, or change in placement is made, and at every IEP meeting. LPA has increased the number of professional learning opportunities for the current year to ensure that all teachers and staff have a deep understanding of how we meet the needs of our most vulnerable population. This additional training will be coordinate with the LTSE to ensure that it further develops the teacher's pedagogy.

The primary objective of the special education program is to make sure that each and every student has the greatest opportunity to identify and reach his or her maximum potential for personal intellectual and emotional growth. This objective cannot be achieved if the student's emotional and social growth are not also supported. To assist with social emotional growth, LPA has a counseling department that provides individual and small group counseling and advisement.

c. Integration into General Education

LPA utilizes the inclusion model and provides the appropriate accommodations/modifications in the general classroom setting through the co-teaching and/or push-in approach to providing special education services. LPA had an average 95% inclusion rate during the current charter term. Co-teaching includes a general and special educator who teaches the general education curriculum to all students as well as implement Individual Education Programs (IEPs) for students with disabilities. The classroom methods and techniques for SWD's in the co-taught classroom include: student-centered stations, parallel teaching, resource instruction, and alternative teaching models. Accommodations within the general classroom setting and a modified curriculum (when appropriate) will provide the foundation for students identified with disabilities to achieve academic success.

Special education teachers and regular education teachers meet weekly during specified grade level common planning times to monitor the students' progress as well as plan lessons to ensure that students are gaining the skill mastery needed to improve academic performance. Additionally, co- teaching is monitored during observations/ evaluations by the administrative team as well as the Lead Teacher of Special Education (LTSE) from the District office.

d. Facility Compliance

LPA's school facility is compliant with ADA and IDEA requirements. There are clearly labeled handicapped parking spaces in the parking lot. ADA compliance is reviewed on an annual basis by the leadership team who makes recommendations to the board should facility upgrades be needed to maintain compliance with laws and regulations pertaining to the accessibility of the facility.

e. Student Discipline and Students with IEPs

LPA follows District and State guidelines when it comes to the student code of conduct. This includes how students with disabilities are treated in disciplinary matters. While students with disabilities may receive consequences for disciplinary infractions there is a point at which the IEP team is required to be involved to determine if the behavior is a manifestation of the student's disability. LPA ensures that due process is provided for all students. In order to allow due process for students with disabilities, prior to suspending a student with a

disability for more than 10 cumulative days in a school year, the IEP team must conduct a ***Manifestation Determination Hearing (MDH)***. The MDH is used to determine if the student's behavior is a result of his/her disability. If it is determined that the infraction is related to the student's exceptionality, then the IEP will likely revisit the modifications and supports provided in the IEP and may consider additional modifications to mitigate behavior issues. The student in this case would return back to school if placed on suspension.

Should it be determined that the behavior is not related to the student's exceptionality, then the student would proceed to a tribunal hearing and face the consequences determined by the hearing committee or officer. Such proceedings are always in collaboration with the District and the assigned LTSE. LPA's code of conduct is located in Exhibit 12.

f. Programming Disputes

LPA values parent/guardian participation throughout the special education process. Both teachers and parents/guardians are uniquely positioned to provide the school team with insights into each student's behavior and experience while receiving services under the provisions of an IEP. LPA makes every attempt to resolve disputes regarding special education services. Parents/guardians can also request an IEP meeting.

At the beginning of each school year, parents are notified of their right to file a formal complaint or request a due process hearing through the *Procedural Safeguards Notice*. When programming disputes arise, parents are advised to schedule a meeting with their child's special education teacher to resolve the issue. The special education teacher can convene an IEP meeting, if necessary, to review assessment and classroom performance data with the family to resolve the conflict in consultation with the school's LTSE. Placement decisions cannot be discussed outside of an IEP meeting.

If a satisfactory resolution cannot be reached with the special education teacher, a school administrator (CAO/CLO) will mediate. LPA will continue to partner with the district's LTSE to Special education teachers provide Specially Designed Instruction (SDI) and accommodations for students, which are reflected in the student's IEP goals and objectives. LPA involves the LTSE throughout the resolution process to ensure that all

procedural safeguards are followed and that the appropriate actions are taken on behalf of the student receiving services.

g. Confidentiality of Special Education Records

LPA's electronic special education records are housed in a password-protected online portal, that can only be accessed by the special education staff. All teachers participate in annual confidentiality training at the beginning of each school year and sign confidentiality agreements. Hard copy files of all student records are kept in a locked, fireproof cabinet that can only be accessed by the special education teachers.

h. Contracted Services

LPA offers a full continuum of services by using an array of supports, which include consultative services, direct and indirect instruction, co-teaching and small group instruction for students with disabilities that are implemented, monitored, and assessed according to federal, state, and district guidelines. DCSD provides LPA with the training to help identify potential learning, behavioral, and/or social barriers that may impede a student's ability to be successful. LPA will contract or hire a Social Worker to support supports. DCSD also provides a Speech Pathologist to provide speech, language, and communication evaluations and support services. The LTSE serves as the district liaison and works collaboratively with parents and school staff to provide differentiated instruction, intervention strategies and techniques, and other related services to maximize student growth. LPA does not contract with any other special education vendors.

i. Technical Assistance and Training

LPA's educational practices for SWDs include increased capacity building of teachers by providing intense differentiated instructional training. All staff members participate in workshops, in-service and/or LPA led training related to the effective evaluation of accommodations, inclusion, implementation of innovative strategies, behavioral management, reward systems, and best practices to ensure modifications are developed based on specific student needs, with the intention of achieving the most rigorous outcome possible for the student. The training is conducted by the special education team to assist with implementing behavior management systems, progress monitoring, and differentiated instruction. Additionally, all LPA administrators and teachers receive

research-based interventions and co-teaching strategies a minimum of once per semester. LPA classes begin prior to the DCSD special education training; therefore, LPA staff members participate in training/workshops offered by the school, district and Metro RESA on Reading, Mathematics, Depth of Knowledge, Unpacking Standards, and Classroom Management. During the current charter term, LPA special education staff have attended the following training; progress monitoring, IEP development, best practices, 504 refresher training, MTSS training, and co-teaching training.

Services Provided by DCSD

DCSD provides LPA with the following wrap-around services when/if they are provided for in a student's IEP:

- Transportation
- Audiological services
- Psychological services
- Speech language pathology
- Occupational therapy
- Physical therapy
- Social work services
- Counseling services
- Vision specialists
- Orientation and mobility services
- Interpretation services

Staffing

Although charter schools are allowed to waive teacher certification as part of the broad flexibility waiver, special education (as well as other federally mandated services) is an exception where staff are required to be fully certified. The current special education department consists of full-time special education teacher, a paraprofessional, and an assigned administrator who works directly with the district provided LTSE to ensure implementation of Special Education services. LPA works closely with the districted provided Special Education Lead Teacher that provides oversight for the program by monitoring the identification/evaluation process, IEP implementation, legal compliance, testing accommodations, training for general education staff, and differentiated instructional strategies.

Multi-tiered System of Supports

The early and accurate identification of students not meeting grade-level expectations and "at risk" of academic underperformance remains a priority for LPA's faculty/staff/administrators/Governance Board. At the beginning of each year, teachers review MAP scores, the previous year's Milestone data, when available, work samples, and informal/formal assessments to identify students that may need additional academic support. LPA began using MAP prior to the current charter term and administers the assessment three times per year (fall, winter, spring). MAP serves as the universal screener to identify and/or predict which students may need academic interventions. Students scoring below the baseline on the MAP assessment in reading and/or math and have not yet demonstrated content mastery are targeted for supplemental instruction. Within ten days after each MAP assessment, teachers utilize MAP's Learning Continuum Report or the Student Profile Report to identify specific skill deficits as it relates to the standards that are covered during that instructional time frame. Bi-weekly assessments determine the level of content mastery students have gained. Teachers adjust individual instructional needs based on performance data.

LPA's instructional staff design personalized learning plans for every student utilizing MAP's Student Growth Worksheet. These plans become the basis for monitoring individual student achievement. As students grow and master skills, the learning plans are modified to reflect increasing levels of challenge or emphasize areas of weakness that require intensive focus. These plans allow the leadership, teachers, parents, and the students to collaborate on setting learning targets as well as document and reflect on learning accomplishments on an ongoing basis. Once students are assessed to determine their current academic levels, they are then placed in flexible groups designed to accelerate academic functioning to grade level (if below grade level) and beyond (for students at and above grade level).

By adapting school curricula and instructional strategies, teachers can provide learning activities and practical experiences to students according to their abilities and needs. The MTSS Framework allows teachers to personalize learning by providing a multi-tiered approach to the early identification and support of students with both learning and behavioral deficits. Student progress is monitored closely at each level of intervention to determine the effectiveness of the strategies/supports (i.e. small group instruction, tutoring, behavioral

management plan) by both the MTSS team and Student Support Team (SST). The Student Support Team is composed of the guidance counselor, teachers, parent, student, and administrator.

LPA's Intervention Specialists provide remedial services for students in the MTSS process through the co- teaching and pull-out model. The Intervention Specialist attends grade level common planning meetings to analyze student data, identify skill deficits, set individual student goals, and monitor student growth. Student progress is monitored weekly for a period of 60 days at each level. The interventions will be adjusted, intensified or reduced based on how that student is responding to the support. Parents are kept apprised of their child's progress through mid-term progress reports and term report cards.

LPA's daily schedule has been modified to support instructional differentiation through the addition of time during the school day to provide additional time for acceleration/remediation. Additional instruction provides students with needed time to master content. For students requiring additional assistance, LPA also offers substantive, additional instruction in reading/math during the day. Students' progression on content growth is measured with bi-weekly assessments, teacher observations (classroom performance), and growth between MAP testing sessions.

To collect data for PBL units, teachers ensure that all GSEs are taught as delineated by the curriculum maps. Students are grouped for small group instruction, individualized instruction or independent contract work based on an analysis of the Fall, Winter and Spring Map administrations. Data is collected utilizing bi-weekly assessments, quizzes and performance-based products. Teachers differentiate the tasks for the students based on the content, process or product. Students who are in the MTSS process still experience PBL and receive their interventions during the small group or individualized instruction periods by the teacher or the math interventionists. Students in MTSS are monitored using results from Study Island, i-Ready and IXL based on the prescriptions set in the MTSS meetings.

Services for English Language Learners

6. **Describe how the charter school provides state- and federally-mandated services for English Learners (ELs).**

LPA provides state and federally mandated services for English Learners (EL). LPA will continue to adhere to all state and federal guidelines related to services for EL students and families, including but not limited to, provision of communications in their primary language, working with parents to determine what support they need to be highly involved in their child's education, providing access to needed supplemental services, and reporting to state and federal agencies as required.

Identification and Assessment

In order to correctly identify potential EL students, all parents and guardians are required to complete a home language questionnaire at the time of enrollment. This questionnaire is designed to determine whether the dominant language at home is a language other than English and whether the child is bilingual. A licensed ESOL teacher conducts evaluations using either the WIDA Model (Kindergarten) or WIDA Screener (Gr. 1-8) Proficiency Test to identify and plan for LEP students.

Instructional Program

LPA uses an inclusive approach that incorporates elements of immersion and sheltered content. Teachers that serve ELs generally push-in to the general education classroom (LPA employs at least 2 ESOL endorsed teachers). Daily EL instruction is provided in the teacher's edition used with a specific part of the lesson such as problem-based learning solve and share, visual learning bridge, Leveled instruction includes suggestions for students at Beginning, Intermediate, and Advanced levels of English Language Proficiency.

In Reading Street, the EL handbook provides explicit, scaffolded instruction and specialized support in phonics, academic vocabulary, word and sentence structure, and grammar for English language learners. EL students will develop English listening, speaking, reading, and writing abilities at their individual language proficiency levels. The handbook also supplies teachers with professional development guidance and resources for teaching EL students.

This approach challenges students to quickly acquire English-language skills and does so in a manner that keeps them closely involved in regular classroom life. For students with limited English abilities, full participation with their English-speaking peers encourages English skill development, provides a forum for cultural sharing,

and develops overall positive student relationships. Small-group instruction allows for trust to be developed and eliminates limited response to help raise the comfort level for ELs, encouraging them to begin to participate in spoken English.

Teachers at LPA are expected to tailor the content and vocabulary they use within their given classes to a level appropriate for the students they are teaching. Methods for doing so, and for including/involving EL students in classroom exchanges, are important components of LPA's teacher professional development. An annual staff development training is provided by a certified EL instructor. LPA's CAO oversees and monitors the implementation of services, protocols, and procedures for English-language learners by providing leadership in the development, coordination, and support of curriculum, instruction, assessment, and professional learning.

Evaluation and Program Exit

ACCESS is administered annually to all English language learners. ACCESS is used to determine the English language proficiency levels and progress of ELs in the domains of speaking, listening, reading, and writing. Students attaining proficiency (Level 5) on ACCESS for ELs are exited from services. Students exited from the EL program are monitored for a minimum of 2 years. Analysis of classroom performance through coursework, teacher observations through the Sheltered Instruction Observation Protocol (SIOP), and standards-based assessments (Milestones and MAP) are conducted by the EL teacher to ensure students are demonstrating standard mastery and proficiency level growth. The Sheltered Instruction Observation Protocol (SIOP) is an instructional model that has proven effective components in addressing the academic needs of English learners. LPA uses an inclusive approach that incorporates elements of SIOP.

To exit from the program, a student may be classified as English proficient at the end of the school year in which a student would be able to participate equally in a regular, all-English, instructional program. LPA follows state guidelines for determining when to exit an EL student from the program. Students must meet the required exit criteria listed below. In addition, students must meet one of the two additional exit criteria provided below to exit from the English language instructional program:

Ongoing Monitoring

Students who exit from the EL program are placed on monitor status for a period of at least two years. The EL teacher is responsible for formally monitoring the student and oversees the student's progress through the following measures: grades, teacher observations, and standardized test performance. The EL teacher serves as a resource to the content area teacher(s) during this monitoring process, and the classroom teacher and school counselor immediately inform the EL teacher should any difficulties arise. Intervention, in such cases, includes adaptations and modifications to regular classroom instruction and assessment, and additional academic support.

Student Discipline

7. **Provide the number and percentage of students receiving In-School Suspensions, Out-of-School Suspensions, or Expulsions during the current charter term (e.g., the past 5 years). How does this discipline and dismissal data compare to the Office of Civil Rights data?**

LPA ensures that due process rights of students are upheld at all times in disciplinary actions. Charter schools are bound by both state and federal due process requirements. As a DCSD charter school, LPA follows DeKalb County School District's Student Code of Conduct, which provides a framework for managing student discipline from a due process perspective.

LPA has a very low occurrence of disciplinary infractions that result in either out-of-school (OSS) or in-school suspension (ISS). The school uses social-emotional support and the Positive Behaviors in Schools (PBIS) approach to set expectations as well as provide behavioral support for students. LPA uses a variety of positive behavior supports to reward students for positive behavior and establish and re-establish behavioral expectations. Due to consistently applied expectations and incentives, LPA's discipline practices result in minimal infractions and consequences. LPA had zero expulsions in the current charter term. Discipline data is broken down below by school year and ethnicity/race. This data illustrates that LPA maintains a healthy school climate and implements student disciplinary practices in a fair and equitable manner.

Figure 12: 2020-2021 LPA Discipline Data

	In-School Suspensions		Out-of-School Suspensions		Expulsions	
Ethnicity/Race	**Number & Percentage of Total Population**					
Latino Hispanic	0	0%	0	0%	0	0%
American Indian	0	0%	0	0%	0	0%
Asian / Pacific Islander	0	0%	0	0%	0	0%
Black / African American	1	0.5%	3	0%	0	0%

White	0	0%	0	0%	0	0%
Two or More Races	0	0%	0	0%	0	0%
Total Population	. 1		3			

Figure 13: 2021-2022 LPA Discipline Data

	In-School Suspensions		Out-of-School Suspensions		Expulsions	
Ethnicity/Race	**Number & Percentage of Total Population**					
Latino Hispanic	0	0%	0	0%	0	0%
American Indian	0	0%	0	0%	0	0%
Asian / Pacific Islander	0	0%	0	0%	0	0%
Black / African American	5	0%	6	0%	0	0%
White	0	0%	0	0%	0	0%
Two or More Races	0	0%	0	0%	0	0%
Total Population	5		6			

Ethnic and racial disparities in student discipline have plagued students and schools in Georgia and across the country. Discipline gaps, or disparities, often lead to academic gaps, particularly with educationally marginalized students. Research suggests that African American male students receive harsher consequences for behavior than their female or Caucasian peers. In an article by Dr. Pedro Noguera, a foremost researcher on this topic, stated that, "discipline patterns often reveal where conditions within our schools need to be changed. Many schools find themselves disciplining (often through out-of-school suspensions) the same students repeatedly. Often these are the kids with the greatest academic, social and emotional needs."[11] The Office of Civil Rights (OCR) houses discipline data for schools to allow for the external review and analysis of disciplinary data. The most recent year for which this data is available is 2017.

When reviewing the OCR data for 2017, LPA has significantly fewer discipline infractions than the district.

Figure 14: 2017 LPA and DCSD Discipline Results

Category	**LPA**	**DCSD**
Total Student Population	555	106,601
Percentage of African American Students	94.8%	61.9%
Out-of-School-Suspension # of Occurrences	2	13,844

[11] Noguera, Pedro. July 8, 2019. *Equity isn't just a slogan. It should transform the way we educate kids.* https://holdsworthcenter.org/blog/equity-isnt-just-a-slogan/

Out-of-School-Suspension % of African American Students	100%	86.3%
In-School-Suspension # of Occurrences	0	5961
In-School-Suspension % of African American Students	0	78.5%
Expulsions - # of Occurrences	0	17
Expulsions % of African American Students	0	100%

In 2017, LPA had 555 students enrolled, according to the Office of Civil Rights database. Of the students enrolled, 94.8% were African American, compared to the same group making up 61.9% of students' district-wide. LPA had only two incidents of OSS in 2017. Of the two students who received OSS, 100% of them were African American. The LPA discipline data does not demonstrate disparity in the administration of student discipline.

Sociodemographic Diversity in the LPA School Community

8. **Describe in detail how the charter school's students, governing board, faculty, and staff reflect the sociodemographic diversity of the community served by the charter school. If the charter school does not reflect the community's diversity in one or more areas of the areas listed above, provide a comprehensive plan to address this need for diversity. Included in such a plan could be, for example, the use of targeted recruitment or the use of a weighted lottery to provide an increased chance of admission for educationally disadvantaged students pursuant to O.C.G.A. § 20-2-2066(a)(1) and State Board Rule 160-4-9-.05(2)(g).**

LPA's sociodemographic data shows that there is no notable disparity between the three main stakeholder groups at the school. As illustrated by the data below, LPA's sociodemographic diversity is reflective of the community it serves. At this time, LPA does not need to utilize a weighted lottery in order to eliminate any sociodemographic disparities.

Figure 15: LPA Sociodemographic Diversity

Stakeholder Group	African American	Asian	Hispanic	White	Native American	Multi
DeKalb County School District	60%	7%	20%	11%	0%	2%
LPA Students	96%	1%	3%	0%	0%	1%
LPA Staff	99%	0%	0%	1%	0%	0%

LPA Board	99%	1%	0%	0%	0%	0%

Data Source: 2020-2021 gosa.georgia.gov

Difficulties Faced During the Current Charter Term

9. **Describe in detail any difficulties faced during the charter term that were not already addressed above, how the school dealt with such difficulties, and if they remain an issue for the school. Also explain how the school plans to avoid these difficulties during the upcoming charter renewal term.**

COVID-19 Pandemic

The greatest and most unexpected challenge LPA faced in the current charter term is the public health crisis that began in spring of 2020. In mid-March of 2020, students were sent home, schools were closed, and the general public was put on a stay-at-home order that lasted until the end of the school year. LPA, like all public schools around the state, had to quickly shift into a remote learning model. LPA continues to monitor and assess the impact of the pandemic on our community to adapt our service model to community spread and student needs. As a result, LPA offered a blended learning model to students into the Spring 2022 semester.

For the first two of the three-year charter term, the State will not be providing a CCRPI score. This presents a significant challenge in the charter space due to the nature of the performance contract itself. Should there be another pandemic, prolonged impact of the current COVID-19 pandemic or a comparable circumstance beyond the school's control, LPA has developed a robust remote learning model that can be activated quickly should the school need to shutdown day-to-day operations for extreme weather conditions and/or other factors that may prompt a state of emergency.

PROPOSED CHANGES

10. If the answers given above to questions 1 - 9 reflect a change to any of the following, please provide the rationale for the change:

A. **ACADEMIC CHANGES**:

- The academic program and curriculum.
- The use of waivers/innovations.
- School programs – this includes Students with Disabilities, Gifted and Talented, English Learners, etc.

- Any assessments being used.
- Any administrative positions.

B. **GOVERNANCE CHANGES**:

- The school's governance structure.
- The school's governing board composition, including its diversity.
- The school's relationship with an Educational Service Provider or other Charter Partner.
- The relationship with the local district.

C. **FINANCIAL CHANGES**:

- The school's financial structure.
- The school's CFO.
- The school's relationship with any major creditors (e.g., landlords, investors etc.)

D. **OPERATIONAL CHANGES**:

- The school's facilities – this should include any proposed expansion or renovations.
- The school's attendance zone and any enrollment priorities being used (see O.C.G.A. § 20-2-2066(a)(1)).
- Whether the school's students, faculty, and staff reflect the diversity of its attendance zone.
- Whether the school will utilize a weighted lottery to provide an increased chance of admission for educationally disadvantaged students pursuant to O.C.G.A. § 20-2-2066(a)(1) and State Board Rule 160-4-9-.05(2)(g).
- Any services provided to students such as transportation, food service, etc.
- The grades the charter school will serve. Please note this includes adding additional grades or reducing current grades.

LOOKING TO THE FUTURE

11. Briefly describe how the school has and will continue with its proposed changes to serve the needs of its students for the upcoming (renewed) charter term.

LPA will remain at the forefront in providing an academically-rigorous educational program that supports the entire student with the care and understanding of each student's circumstances and culture. The LPA curriculum is focused on rigorous instructional practices through the integration of its Leadership Studies and Teaching and Learning Framework with the Georgia Standards of Excellence. The understanding that teachers must support students and guide them through questioning and analyzing material is one of the foundational aspects to LPA's Teaching and Learning Framework. Through the use of evidence-based research strategies our teachers utilize strategies that help students solve problems outside of the classroom. We believe all students have the capacity to become authentic leaders and rise to the challenges the emerging generation will face.

Because of our deep, resounding belief that all students will learn and achieve at high levels. As a result, LPA is driven to continually strive to help our scholars develop the academic and leadership strengths they need for college and choice filled lives, they will be able to build a better tomorrow for themselves, for their communities, for us all. LPA has a proven commitment to academic achievement, leadership development and enrichment opportunities to help all students reach their full potential. The use of a variety of data sources has been the cornerstone to the pursuit of academic excellence at LPA. The faculty and staff systematically and routinely use data to guide instructional decisions to meet students' learning needs.

The continuation of LPA's Teaching and Learning Framework will be an ongoing cycle of collecting multiple data sources, interpreting data to formulate hypotheses about strategies to raise student achievement and implementing instructional changes to test hypotheses. LPA's Teaching and Learning Framework provides teachers with a dedicated and structured time, whereby that will collaboratively analyze and interpret students' achievement data and identify instructional changes. Professional development will be provided that helps familiarize staff with components of the data system, data culture, and data use, with a particular focus on how teachers can apply data to their daily work to improve instructional planning, teaching, and learning.

As students matriculate through our Leadership Curriculum, students interpret their data and establish their own learning goals and expectations. Encouraging students to take ownership of their education not only pushes their academic limits but also develops critical components of an inspiring leader for tomorrow's community.

EXHIBITS

The following Exhibits are required to complete your Charter School Renewal Application Package. Please tab the Exhibits to match the item numbers below. Exhibits should be as limited in size as possible.

1. Attach an official copy of the certificate of incorporation for the required Georgia nonprofit corporation from the Georgia Secretary of State. Please Note: All charter school contracts—including those of start-up and conversion charter schools—must be held by a Georgia nonprofit corporation.
2. Attach a copy of the by-laws for the nonprofit corporation.
3. Attach a copy of the governing board's Conflict of Interest Policy.
4. Attach a copy of the governing board's Conflict of Interest Form.
5. Attach a completed Accountability Report.
6. Attach a copy of the governing board's Governance Training Plan using the governance training memo available on GaDOE's website.
7. Attach a completed Locally-Approved Charter School Partners Roles and Responsibilities chart. This chart shows the balance of authority between the charter school's board and management, as well as the autonomy of the charter school from the district.
8. Attach a copy of any admissions (pre-lottery) application the charter school proposes to use. Pursuant to O.C.G.A. § 20-2-2066 and SBOE Rule 160-4-9-.05, any admissions application must conform to the open enrollment requirement. Therefore, admissions applications should be limited to a student's name, contact information, home address for the purpose of verifying the student's residence within the school's attendance zone, grade level, and information required for any enrollment preference, such as identifying a sibling already enrolled at the charter school. If the charter school proposes to utilize a weighted lottery for educationally disadvantaged students, the admissions application may also include questions tailored to the subgroup(s) the school will offer an increased chance of admission according to the weighted lottery guidance available on GaDOE's website.
9. Attach a copy of the policy setting annual enrollment, re-enrollment, and lottery deadlines, including a description of the lottery procedures detailing how enrollment priorities will be applied and an assurance of complete transparency in its procedures.
10. Attach the charter school's annual calendar and the charter school's daily school schedule.
11. Attach a copy of a sample scope and sequence for a proposed course/grade level.
12. Attach a copy of the charter school's Student Code of Conduct.
13. Attach a copy of the charter school's Student Discipline Policy and Procedures, including any Positive Behavior and Intervention Supports (PBIS).
14. Attach a copy of the rules and procedures concerning how the school will address grievances and complaints from students, parents, and teachers. Include the role the governing board will play in resolving such grievances and complaints. If this is included in another response, please indicate that.
15. Attach a copy of the charter school's Employee Policies and Procedures.
16. Attach proof of the school's insurance coverage, including the terms, conditions, and coverage amounts.
17. Attach a copy of any intended education service provider contracts or arrangements for the provision of education management or support services, including with any EMO, CMO, ESO, etc. Such contracts shall describe the specific services for which the contracting organization is responsible. Such contracts should clearly delineate the respective roles and responsibilities of the management organization and the governing board in the management and operation of the charter school. Such contracts must also include the fee structure.

18. Attach a copy of any agreements with your local school district or Board of Education (Exhibit 18 - DCSD Assurances and Required Statements). Exhibit 18 – DCSD Assurances and Required Statements may not be altered in any way.
19. Attach a copy of any Letters of Intent and/or agreements detailing any proposed partnerships, including agreements with other local schools/systems for the charter school students' participation in extracurricular activities such as interscholastic sports and clubs.
20. Attach a copy of any MOU/lease/proof of ownership for the school's facility.
21. Attach a copy of the school's Certificate of Occupancy.
22. Attach a copy of the facility's Emergency Safety Plan.
23. Complete and attach the budget template located on the Charter Schools Division's website: Please note that the budget template includes:
    - A monthly cash flow projection detailing revenues and expenditures for the charter school's first two (2) years of operation;
    - A spreadsheet projecting cash flow, revenue estimates, budgets, and expenditures on an annual basis for the first five (5) years of the charter term.
    - Back-up documentation proving the legal reality of additional sources of revenue included in the budget template – i.e., funds other than state and local funding, including bank statements and/or signed grant award letters
24. Attach the résumé for the charter school's Chief Financial Officer.
25. Attach the charter school's signed Assurances Form (see below).
26. Attach the charter school's signed and notarized Affidavit (see below).
27. Attach the charter school's signed Local Board of Education Resolution approving the charter school's application.
28. Attach the charter school's signed Governing Board Resolution approving the charter school's application. This will serve as the formal petition to the SBOE.
29. For conversion schools only, attach the charter school's Confirmation of Teacher and Parent Vote.

Richard Woods, Georgia's School Superintendent
"Educating Georgia's Future"

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a charter school contract from the State Board of Education, as referenced in O.C.G.A. § 50-36-1, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _____ I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document (e.g., driver's license, passport, birth certificate), as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

_____
Signature of Governing Board Chair

_____
Printed Name of Governing Board Chair

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20____

_____
NOTARY PUBLIC
My Commission Expires:

ASSURANCES FORM AND SIGNATURE SHEET

Georgia law and State Board of Education Rule requires your school to provide assurances that it will do certain things and comply with certain laws. This Assurance Form enumerates all of these requirements and, when you submit this signed Signature Sheet with this Assurance Form as part of your Charter School Application Package, you are providing the legal assurance that your charter school understands and will do these things. This form must be signed by the school's governing board chair.

As the authorized representative of the applicant, I hereby certify that the information submitted in this application for a charter for *(name of school)* located in DeKalb County is true to the best of my knowledge and belief; I also certify that if awarded a charter, the school:

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 the charter and in a manner consistent with the U.S. and Georgia 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, 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 be subject to the provisions of O.C.G.A § 20-2-1050 requiring a brief period of quiet reflection;
6. 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);
7. Shall ensure that the charter school's governing board members may only receive compensation for their reasonable and actual expenses incurred in connection with performance of their duties;
8. Shall ensure that the charter school's 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;
9. Shall ensure that the charter school's governing board adopts and abides by a conflict of interest policy;
10. 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;
11. 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;
12. 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;
13. Shall provide state and federally mandated services for English Language Learners, as applicable;

14. 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;
15. Shall notify the state of any intent to contract with a for-profit entity for education and/or management services;
16. Shall notify the state of any changes in for-profit entity contracted with for education and/or management services;
17. 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. § 20-2-133;
18. Shall comply with federal due process procedures regarding student discipline and dismissal;
19. Shall be subject to all laws relating to unlawful conduct in or near a public school;
20. Shall have a written grievance procedure to resolve student, parent, and teacher complaints;
21. Shall have a written procedure for resolving conflicts between the charter school and the local board of education;
22. Shall comply with the provisions of O.C.G.A. § 20 -2-211.1 relating to fingerprinting and criminal background checks;
23. Shall remit payments to TRS on behalf of employees and shall employ teachers in accordance with TRS;
24. Shall ensure that if transportation is provided for its students, the school shall comply with all applicable state and federal laws;
25. 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;
26. 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;
27. 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 Department;
28. 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;
29. Shall be subject to an annual financial audit conducted by the state auditor or by an independent certified public accountant licensed in this state;
30. Shall designate a Chief Financial Officer that meets all requirements as established by the Charter Schools Rule 160-4-9-.05(2)(h)(1);
31. 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;
32. Shall acknowledge that all criteria used to calculate QBE funding may not be waived;
33. Shall ensure that 90% of QBE funds earned for out-of-system students enrolled in a virtual school must be spent on their instruction pursuant to O.C.G.A. § 20-2-167.1; and

34. Shall follow any and all other federal, state, and local laws and regulations that pertain to the applicant or the operation of the charter school.

This Charter School Application, Assurance Form, and attached Exhibits were approved by the Charter School's Governing Board on the day of , 202_.

_____ _____
Governing Board Chair, Charter School Date

This Charter School Application, Assurance Form, and attached Exhibits were approved by the DeKalb Board of Education on the day of , 202_.

_____ _____
Chair, DeKalb Board of Education Date

_____ _____
Superintendent, DeKalb Board of Education Date

If a Charter is granted, Petitioners assure that the proposed charter school's programs, services, and activities will operate in accordance with the terms of the Charter and all applicable federal, state, and local laws, rules, and regulations.

_____ _____
Governing Board Chair, Charter School Date

_____ _____
Chair, DeKalb Board of Education Date

_____ _____
Superintendent, DeKalb Board of Education Date

DOCUMENTATION OF VOTE (*CONVERSIONS ONLY*)

This petition has been agreed to, by secret ballot, by a majority of the faculty or instructional staff members at a meeting called with two weeks advance notice during which time a complete petition draft was available for review.

Date of Faculty and Instructional Staff Vote _____

Total Number of Faculty and Instructional Staff _____

Number Approving _____ Percent Approving _____

Number Disapproving _____ Percent Disapproving _____

_____ _____

Principal's Signature Date

This petition has been agreed to, by secret ballot, by a majority of the parents or guardians of the students enrolled in the school who were present at a meeting called for the purpose of deciding whether to submit the petition. A student's parent(s) or guardian(s) shall collectively have one vote for each student enrolled in the school although parents of students at the school who are eligible to vote as faculty or instructional staff shall also have a single vote in the vote. Two weeks advance notice of the meeting published during which time a complete petition draft was available for review.

Date of Parent/Guardian Vote _____

Total Number of Parents/Guardians Attending Meeting _____

Number Approving _____ Percent Approving _____

Number Disapproving _____ Percent Disapproving _____

_____ _____

Principal's Signature Date

Exhibit

Control No. 07066950

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

LEADERSHIP PREPARATORY ACADEMY, INC.

a Domestic Non-Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **08/01/2007** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on August 1, 2007

Karen C Handel
Secretary of State

Exhibit

BYLAWS OF THE LEADERSHIP PREPARATORY ACADEMY, INC.

ARTICLE I
NAME AND PURPOSE

1.1 Name. The name of the corporation is Leadership Preparatory Academy, Inc. ("the School).

1.2 Purposes. This corporation is organized and shall be operated exclusively for charitable, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or corresponding provisions hereinafter in effect, as provided in the Articles of Incorporation.

This mission of the Leadership Preparatory Academy, Inc. is to develop scholars through a rigorous academic program that engages all stakeholders to maximize our students' potential to lead in the 21st century.

1.3 Notice of Nondiscriminatory Policy as to Students. Leadership preparatory Academy Inc. admits students of any race, color, gender, disability, national and ethnic origin to all the rights, privileges, programs and activities generally accorded or made available to students at the school. It does not discriminate on the basis of disability, race, color, creed, gender, national and ethnic origin, religion, or ancestry in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs. Furthermore, LPA shall not discriminate on any basis that would be illegal as used by a school system.

ARTICLE II
OFFICES

2.1 Principal Office. The principal office of the corporation in the State of Georgia shall be located at 6400 Woodrow Road, Lithonia, Georgia 30038. The corporation may have such other offices, either within or without the State of Georgia, as the Governance Board may determine or as the affairs of the corporation may require from time to time.

2.2 Registered Office and Registered Agent. The corporation shall continuously maintain in the State of Georgia a registered office, and a registered agent whose office is identical with such registered office, as required by the Georgia Non-Profit Corporation Act. The registered office may, but need not be, identical with the principal office of the corporation in the State of Georgia, and the address of the registered office may be changed from time to time by the Governance Board.

ARTICLE III
GOVERNANCE BOARD

3.1 The Governing Board. The direction of the business, the affairs, and the property and resources of the School shall be managed, conducted and directed by the Governing Board, which are the Board Members of the Corporation, including the control and disposition of the funds which, in addition to the powers and duties conferred upon it under the laws of the State of Georgia.

3.2 Performance of Duties and Service. Each director of the Governing Board (a "Member" or "Director") shall perform all duties in good faith and with the degree of diligence, care, and skill, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. Each Member shall serve, at the pleasure of the Board, for his or her term of office or until his or her successor shall have been duly elected and shall have qualified.

3.3 Number. The number of Members constituting the initial Governing Board shall be at least seven (7). Thereafter, the number of Members may be increased or decreased from time to time by amendment of these Bylaws, provided that the Board Members may not be less than five (5) Members or more than eleven (11) Members at any time. If the number of Members falls below the minimum described herein, the Board shall fill the vacancies by an affirmative vote of the Members remaining in office as soon as practicable and shall have the authority to govern the Corporation on an emergency basis until the appropriate number of Members are in office.

The Chief Executive Officer of the school shall serve as an ex-officio member of the Governance Board with no voting privileges.

3.4 Election and Term. Beginning with the initial Governing Board, the board members shall be divided into three classes, with staggered initial terms, to ensure appropriate succession in subsequent years. Class 1 members will serve a one-year term; Class 2 members will serve a two year term; and Class 3 members will serve a three year term, and all will be eligible to serve one additional term of service, thus ensuring future staggered terms of service. The election, appointment, and removal of any member of the corporation's Board Members shall vest solely in the majority vote of the Governing Board. Members shall be elected at the annual meeting each year unless a vacancy requires otherwise.

Following the expiration of the staggered initial terms, Directors shall serve for a term of three (3) years with successive terms continuing to be staggered so that approximately one-third (1/3) of Directors are elected at the annual meeting each year. A Director may serve a maximum of two (2) consecutive full three-year (3) terms, for a total of six (6) consecutive years. After serving two (2) consecutive terms, a Director may serve additional terms after a one (1) year hiatus, if duly elected in accordance the provisions provided herein.

3.5 Qualifications. Each Governance Board Member shall be at least eighteen years of age, may not be an employee of the Corporation, and may not have been convicted of any felonies.

3.6 Vacancies and Unexpired Terms. A vacancy shall be declared, by a majority vote of the Governance Board, in any seat on the Board upon the death or resignation of the occupant thereof, or upon the disability of any occupant rendering him or her incapable of participating in the management and affairs of the corporation. Vacancies on the Governance Board, including those resulting from an increase in the number of Board Members to serve on the Governance Board, shall be filled by majority vote of the attendees of the remaining members of the Board. A Governance Board Member elected by a majority vote to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. A member elected to fill a vacancy shall be eligible to serve for two additional three-year terms following the completion of the initial vacancy term.

3.7 Meetings of the Board. All meetings of the Board and its committees are subject to the Georgia Open and Public Meetings Law, O.C.G.A. §50-14-1, et seq., and notice shall be provided as required therein.

3.7.1 Regular Meetings. Meetings of the Governance Board shall be held regularly at such times and places as the Members of the Governance Board shall by resolution determine and subject to the requirements of the Georgia Open Meetings Law, as applicable and amended from time to time. The Secretary shall give notice to the Governance Board Members of regular meetings as required under Georgia law or these Bylaws

3.7.2 Annual Meeting. The annual meeting of the board shall occur between July and September of each year unless the Chair or Resolution of the Board provide for a different time and place for the holding of the annual meetings. The annual meeting may be held at such other time and place, without notice other than such Resolution.

3.7.3 Special Meetings. Special meetings of the Board shall be held whenever called by the Secretary of the Governance Board upon the direction of the Chief Executive Officer, of the corporation or upon request of at least three (3) of the Governance Board members then serving; and it shall be the duty of the Secretary to give at least 24 hours notice of the meeting to enable the Governance Board Members so notified to attend such meetings. The person(s) calling the special meeting of the Governance Board may fix any place, either within or without the State of Georgia, as the place for holding such a meeting of the Board called by them.

3.8 Executive Session. Upon a majority vote of the Governance Board in an open meeting on a motion which identifies the general area or areas of the subject or subjects to be considered, the Board may conduct a meeting that is not open to the public (an "Executive Session") to discuss matters described in, and pursuant to the procedures of, §§ 50-14-3 and 50-14-4 of Georgia's Open Meetings Law.

3.9 Notice. The Secretary or his or her designee shall give to each member of the Governance Board prior written notice either at least three (3) days or as required under Georgia's Open Meetings Law, whichever is later, of each regular, special or annual meeting of the Governing Board. Notices of meetings of the Governance Board will be posted at the School and/or on the School's website, and provided to the public in accordance with the Georgia Open Meetings Law. Each notice shall state the time and the place of the meeting and, in the case of special meetings, the general nature of the business to be transacted thereat, and be consistent with the Georgia Open Meetings Law. Public notice shall not, however, be required in the case of "emergency meetings" or as otherwise not required pursuant to the Georgia Open Meetings Law.

3.10 Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board convened according to these Bylaws; but if less than a majority of the Board Members is present at said meeting, the Board Members present may adjourn or recess the meeting from time to time without further notice. Proxies properly constituted, specific, and notarized shall be allowed, subject to confirmation by the Board Chair. The acts of a majority of Governance Board Members present at a meeting at which a quorum is present shall be the acts of the Governance Board, except that amendment of these Bylaws shall be in accordance with Article XII of these bylaws.

3.11 Removal and Resignation. Any Board Member may be removed from office by a majority vote of the voting Board present at a meeting in which a quorum of such Governance Board Members is present. Any Board Member who is the subject of a removal vote may count towards establishing a quorum but shall not be eligible to vote on his or her removal.

A new Member shall be elected to fill the unexpired term of any removed Board Member as provided in Section 3.6. Any Board Member may resign at any time by giving written notice of such resignation to the Board. Such resignation shall be in writing unless waived by vote of the remaining Governance Board Members, but the acceptance thereof shall not be necessary to make it effective.

3.12 Compensation. Board Members shall not receive any compensation for their services. Subject to approval by the Board, members may be eligible for reimbursement of expenses incurred by them in the performance of their assigned Board duties.

3.13 Actions by Conference Telephone. In accordance with the Georgia Open Meetings Act, all meetings of the Board and its committees will be conducted in person, except when conducted by teleconference in emergency conditions as is permitted by law. In such emergency conditions, proper notice shall be provided prior to the meeting and the public shall have simultaneous access to any meeting held by teleconference. Any meeting conducted by teleconference will be conducted in the same manner as any other Board or committee meeting.

So long as a quorum of members is present in person for all other Board or committee meetings, an individual member may participate in meetings by teleconference if necessary due to reasons of health or absence from the jurisdiction. Provided however, that no member shall participate by teleconference more than twice in one calendar year absent emergency conditions or the written

opinion of a physician or health professional indicating that reasons of health prevent the member's physical presence.

ARTICLE IV
OFFICERS

4.1 Officers. The Officers of the corporation may include a Chairperson, Vice Chairperson, a Secretary, a Treasurer and such officers as may be elected in accordance with the provisions of this Article. The Board may elect or appoint such other officers as it shall deem desirable to have the authority and perform the duties prescribed, from time to time, by the Board. One person shall not hold two offices with the exception of Secretary-Treasurer, which may be filled by the same person.

4.2 Election and Term of Office. All officers shall be elected by a majority vote of the Board at the annual meeting, or as soon as practicable following the end of the previous fiscal year, but in no case later than September of the current school year, for a term of one (1) year. All officers must be annually nominated and duly elected to serve subsequent terms in the same officer position.

Beginning July 1, 2019, an individual Board member who has served as duly-elected Chairperson for two consecutive one-year terms shall not be eligible for election to the same position until a break in service of one full board year has occurred. Duly-elected officers for all other positions may be elected to serve in the same position for up to four consecutive one-year terms. For officers other than Chairperson, the Board may, by a majority vote, elect an individual to a fifth consecutive one-year term if he or she is otherwise qualified.

4.3 Chairperson of the Governance Board. The Chairperson of the Governance Board shall give active direction and exercise oversight pertaining to all affairs of the Corporation, preside at all meetings of the Board and all Executive Committee meetings, and shall have other such powers as shall be designated by the Governance Board . He or she may sign, with the Secretary or any other proper officer of the corporation authorized by the Board, any deeds, mortgages, bonds, contracts, instruments and authorizations of payment, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the corporation; and in general he or she shall perform all duties incident to the office of the Chairperson and such other duties as may be prescribed by the Board from time to time.

4.4 Vice Chairperson of the Governance Board. In the absence of the Chairperson or in the event of his or her inability or refusal to act, the Vice Chairperson shall understand the responsibilities of the Chairperson and be able to perform the duties of the Chairperson, and when so acting, shall have all the power of and be subject to all the restrictions upon the Chairperson. Any Vice Chairperson shall perform such other duties as from time to time may be assigned to him or her by the Chairperson or the Board.

4.5 Treasurer. If required by the Board by written resolution, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall oversee the care and custody of the books and financial records of the account or accounts of the Corporation, shall have oversight of all funds and securities of the Corporation, and shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or by the Board.

4.6 Secretary. The Secretary shall keep, or cause to be kept, the minutes of the meetings of the Governance Board in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation, and affix the seal of the corporation to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of the Bylaws; keep a register of the post office address and other pertinent contact information of each Board Member which shall be furnished to the Secretary by each Board Member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairperson or by the Board.

4.7 Resignation. Any Officer may resign at any time by giving written notice to the Chairperson or Vice Chair of the Board. Such resignation shall take effect at the time specified in the notice, or if no time is specified, then immediately, with the vacancy to be filled in accordance with Section 4.9 of these Bylaws.

4.8 Removal. Any Officer elected or appointed by the Governance Board may be removed by a majority vote of the voting Board whenever, in its judgment, the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed, with the vacancy to be filled in accordance with Section 4.9 of these Bylaws. Any officer who is the subject of a removal vote may count towards establishing a quorum but shall not be eligible to vote on his or her removal.

4.9 Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term in accordance with the provisions of Section 4.2.

4.10 Compensation. Officers shall not be compensated but may be eligible for reimbursement of expenses pursuant to Section 3.12.

ARTICLE V
APPOINTIVE OFFICERS AND AGENTS

5.1 The Board may appoint such officers and agents in addition to those provided for in Article IV as may be deemed necessary, who shall have such authority and perform such duties

as shall from time to time be prescribed by the Board. All appointive officers and agents shall hold their respective offices or positions at the pleasure of the Board, and may be removed from office or discharged at any time with or without cause; provided that removal without cause shall not prejudice the contract rights, if any, of such officers and agents. Any or all of such appointed positions may be salaried as prescribed by the Governance Board.

ARTICLE VI
COMMITTEES

6.1 Establishment. The Governance Board may, by resolution adopted by a majority of the Board Members in office, establish such committees as the Governance Board shall deem necessary or advisable. All such committees shall have and may exercise such powers and authority of the Governance Board delegated to said committees through its Board approved policies. A board member serves as the chairperson of each committee and committees may have co-chairs.

6.2 Executive Committee. The Executive Committee shall consist of the officers of the Corporation, and shall have and exercise the authority of the Governance Board in the oversight of the Corporation. The Executive Committee shall be presided over by the Chairperson of the Governance Board of the Corporation.

6.3 Limitations on Authority. No committee, including the Executive Committee, shall have any power or authority to the following:

1. Amending, altering or repealing the Bylaws;

2. Electing, appointing or removing any member of any such committee or any Board Member or officer of the corporation;

3. Amending the articles of incorporation or restating articles of incorporation;

4. Adopting a plan of merger or adopting a plan of consolidation with another corporation;

5. Authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;

6. Authorizing the voluntary dissolution of the corporation or revoking proceedings thereof;

7. Increasing the annual budget adopted by the Board;

8. Adopting a plan for the distribution of the assets of the corporation; or

9. Amending, altering or repealing any resolution of the Governance Board which by its terms provides that it shall not be amended, altered or repealed by such committee.

The designation and appointment of any committees and the delegation thereto of authority shall not relieve the Governance Board, or any individual Board Member, of any responsibility imposed upon it or him by law. All Committees shall report to the Chairperson and the full Board on its activities.

6.4 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

6.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

6.6 Quorum. Unless otherwise provided in the resolution of the Governance Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at the meeting at which a quorum is present shall be the act of the committee.

6.7 Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with policies and procedures adopted by the Governance Board.

ARTICLE VII
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

7.1 Contracts. The Board may authorize any officer or officers, agent or agents, of the corporation in addition to the officers so authorized by these Bylaws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

7.2 Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences or indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the Chief Executive Officer (CEO) of the corporation. Checks in the amount of $10,000 or more must have signatures of both the CEO and *either* the Treasurer *or* the Board Chairperson.

7.3 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Governance Board may select. The Treasurer (working with the Chief Executive Officer (CEO) of the school) will be responsible for depositing all school funds and for keeping accurate records of deposits and withdrawals. Funds will be deposited within 24 hours of receipt. Acceptable accounting

procedures will be followed to record and track all monies. The CEO (or the Chief Financial Officer, once selected) of the school will be responsible for ensuring that appropriate financial procedures are followed regarding all income and expenses of the corporation with guidance and direction from a duly authorized CPA firm in the State of Georgia.

7.4 Conditional Gifts. The Board may accept or reject gifts to the corporation carrying conditions or restrictions as to use. Conditions or restrictions placed on gifts that are accepted by the Board shall be complied with by the Board.

7.5 Other Financial Procedures: The Governance Board will be updated monthly on the financial and operational condition of the school through reports and other methods. The Governance Board will also have access to all financial information, including source documents, at all times. The corporation will establish all appropriate financial policies and procedures such as generally accepted accounting procedures, a checking account held in a financial institution acceptable in Georgia, adequate payroll procedures, procedures for the creation and review of monthly and quarterly financial statements, and establishment of liability insurance.

ARTICLE VIII
SELF-DEALING TRANSACTIONS

8.1. Purpose. The purpose of the procedures prescribed in this Article VIII is to protect the Corporation's best interest when entering into a transaction or arrangement that also might benefit the private interest of a Board Member, Officer or employee or marital relation of a Board Member, Officer or employee.

8.2. Board's Authority. The Board shall not authorize corporate action, and no committee shall recommend corporate action, except in accordance with procedures set forth in this Article VIII.

8.3. Procedures.

(a) *Duty to Inquire*. In its consideration of any action, the Governance Board and all committees shall first conduct appropriate inquiry to determine whether the action involves a Self-Dealing Transaction (as defined below), including determining the nature, scope and details thereof.

"Self-Dealing Transaction" means any transaction having the School as one party and one or more of the following among the proposed other parties thereto:

i. Board Members, Officers or employees of the School, or blood or marital relations of any of them;

ii. An entity in which a Board Member , Officer or employee of the Corporation, or blood or marital relation of any of them, holds an ownership or investment interest;

iii. An entity which employs or otherwise compensates a Board Member Director, Officer or employees of the School, or employs or compensates a blood or marital relation of any of them; and/or

iv. Any entity which has, as a member of its Governance Board or trustees, a Board Member, Officer or employee of the School, or a blood or marital relation of any of them.

A Director involved in an actual or potential Self-Dealing Transaction is referred to herein as an "Involved Director." Involved Board Members, and Officers and employees, related to a possible Self-Dealing Transaction being evaluated shall not participate in the inquiry into or the determination of whether the transaction is a Self-Dealing Transaction, but may present to the Governing Board regarding the nature and extent of his or her relationship to the matter being considered.

(b) *Determining Whether a Self-Dealing Transaction Exists*. After inquiry in accordance with subparagraph (a) immediately above, the Governance Board shall take action as to whether the transaction is a Self-Dealing Transaction; provided, an Involved Board Member shall not participate in the deliberation of or vote on the issue of whether a transaction is a Self-Dealing Transaction.

(c) *Acting on a Self-Dealing Transaction*. If the Governance Board determines a transaction being considered is a Self-Dealing Transaction, the Board will exercise due diligence to determine whether the Corporation can arrange an alternative transaction more favorable to the School with reasonable efforts. An Involved Board Member shall not participate in this determination. As part of its due diligence, the Governing Board may involve or engage one or more disinterested people to investigate alternative transactions. If the Board decides not to proceed with an alternative transaction, the Board shall determine whether it is in the Corporation's best interests and is fair and reasonable to the Corporation to authorize the Self-Dealing Transaction, provided, an Involved Board Member shall not participate in the deliberation of or vote upon the authorization of a Self-Dealing Transaction.

(d) *Violations*. If the Governance Board has reasonable cause to believe that a Board Member, Officer or employee has violated Article VIII of these Bylaws, it shall conduct further investigation as the Board deems warranted, shall inform the Board Member, Officer or employee of the basis for such belief, and afford him or her an opportunity to explain the alleged failure to disclose. If the Governance Board determines that a violation of Article VIII of these Bylaws has been committed, the Board shall take appropriate disciplinary and/or corrective action. A Board Member who is the subject of an investigation or possible disciplinary or

corrective action under this subparagraph (d) shall not participate in the deliberation of or vote on such determination of disciplinary or corrective action.

(e) The procedures prescribed in subparagraphs (a), (b) and (c) above shall apply to actions of committees of the Board in the same manner and to the same extent as prescribed for Board actions.

8.4 Records of Proceedings. The minutes of the Governance Board and all committees with Board delegated powers shall contain the names of the persons and entities involve in transactions which are or may be Self-Dealing Transactions, findings of the Board in respect of the scope and nature of those persons' and entities' involvement, actions taken in accordance with this Article, the names or the persons present for or who participated in discussions thereof and a summary of the content of such discussions, and a record of votes taken in connection therewith, including the names of those present for and who participated in voting and their respective votes.

ARTICLE IX
MISCELLEANEOUS PROVISIONS

9.1 Books and Records. The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board, and shall keep at the registered or principal office, a record giving the names and addresses of the Governance Board Members. All books and records of the corporation may be inspected by any Governance Board Member or his/her agent or attorney, for any proper purpose at any reasonable time.

9.2 Fiscal Year. The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year.

9.3 Seal. The Governance Board may provide a corporate seal which shall have inscribed thereon the name of the corporation and may be in such form as the Governance Board may determine, and may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

9.4 Financial Reports. The Governance Board shall cause an annual, audited financial report to be prepared by a Certified Public Accountant so that it is delivered to the Local Education Authorizer (LEA) an the Georgia Department of Education, Charter Schools Division by required due date.

9.5 Distribution of Assets. In the event the Corporation is dissolved in accordance with applicable federal and state laws, all unencumbered assets shall be distributed to a 501(c)(3) tax exempt nonprofit organization (including, without limitation, others charter schools, authorized and approved in accordance with the applicable laws of the State of Georgia), and determined by a majority of the voting members of the Board Member then in office.

9.6 Right of Inspection. Each Governance Board Member, in carrying out his or her duties and responsibilities, has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law. The cost of such inspection and copying shall be borne by the inquiring Board Member and shall be paid by said Board Member at the time of the inspection and copying. All books, records and documents of every kind shall remain in the sole custody of the Corporation during the copying process.

9.7. Interpretation of Charter. The Charter and/or applicable federal, state or local law will control when in conflict with these bylaws.

ARTICLE X
INDEMNIFICATION

10.1. Indemnification of Board Members and Officers. The Corporation shall, to the fullest extent permitted by applicable law, indemnify its Board Members and Officers who were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, by reason of the fact that such Governance Board Member or Officer is or was a Board Member or Officer of the Corporation or is or was serving at the Corporation's request as a Board Member, Officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against any obligation to pay a judgment, settlement, penalty, fine, or reasonable expenses incurred with respect to a proceeding if the individual conducted himself in good faith and reasonably believed, in the case of conduct in his official capacity with the Corporation, that his conduct was in the Corporation's best interests, and in all other cases, that his conduct was at least not opposed to its best interests, or in the case of a criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

The Corporation shall not indemnify any Governance Board Member or Officer in connection with a proceeding by or in the right of the Corporation in which the Director or Officer was adjudged liable to the Corporation, or in connection with any proceeding charging improper personal benefit to the Board Member or Officer, whether or not involving action in his official capacity, in which the Board Member was adjudged liable on the basis that personal benefit was improperly received by the Board Member.

10.2. Expenses. Expenses incurred by a person covered by Section 10.1 hereof in defending a threatened, pending or completed civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by such person of his good faith belief that he has met the applicable standards of conduct and to repay such amount if it shall ultimately be determined that such person did not

meet the applicable standard of conduct, and a determination is made that the facts then known to those making the determination would not preclude indemnification under this chapter.

10.3. Optional Indemnification. The Corporation may, to the fullest extent permitted by applicable law, indemnify and advance or reimburse expenses for persons in situations other than that covered by this Article X.

10.4. Board Members and Officers Insurance. The Governance Board shall also authorize the purchase of insurance on behalf of any director, officer, employee, or other agent against any liability incurred by him which arises out of such person's status as a director, officer, employee, or agent, whether or not the Corporation would have the power to indemnify the person against that liability under law.

ARTICLE XI
NOTICES

11.1 Attendance as Waiver. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

11.2 Written Waiver. Whenever any notice is required to be given under the provisions of the Georgia Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.3 Purpose. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

ARTICLE XII
AMENDMENTS TO BYLAWS

12.1 Adoption and Effective Date. These Bylaws, which are supplemental to the Georgia Nonprofit Corporation Act, as the same may be in effect from time to time, were amended adopted as the Bylaws of the Corporation as of the 29th Day of November, 2018, by the Governing Board, and shall be effective as of said date.

12.2 Amendment or Repeal. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a two-thirds vote of the Board Members present at any regular scheduled meeting or at any special meeting of the Board, if at least five (5) days written notice

is given of an intention to alter, amend, or repeal these Bylaws or to adopt new Bylaws at such meeting.

12.3 Recording. The text of each amendment to or repeal of these Bylaws shall be attached hereto with a notation of the date of such amendment or repeal.

Article Amended	**Date Amended**	**Approved by**
See attached original bylaws with markups	February _____, 2014 September 24, 2015 November 29, 2018	Governance Board Ray Hill, Board Chair

Exhibit

Leadership Preparatory Academy

LPA GOVERNANCE BOARD CONFLICT OF INTEREST PROVISIONS POLICY

The Leadership Preparatory Academy (LPA) Governance Board shall adhere to these Conflict of Interest provisions.

1. No Board member shall use or attempt to use his or her official position to secure unwarranted privileges, advantages, employment for himself or herself, any of his or her immediate family members, or others.

2. No Board member shall act in his or her official capacity in any matter in which he or she, any of his or her immediate family members, or any business organization in which he or she has a material financial interest, that would reasonably be expected to impair his or her objectivity or independence of judgment.

3. No Board member shall solicit or accept or knowingly allow any of his or her immediate family members or any business organization in which he or she has an interest to solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan, contribution, service, promise, or other thing of value was given or offered for the purpose of influencing that Board member in the discharge of his or her official duties. For purposes of this paragraph, a gift, favor, loan, contribution, service, promise, or other thing of value shall not include the items contained in subparagraphs (a)(2)(A) through (a)(2)(J) of Code Section16-10-2.
4. No Board member shall use, or knowingly allow to be used, his or her official position or any information not generally available to the members of the public which he or she receives or acquires in the course of and by reason of his or her official position for the purpose of securing financial gain for himself or herself, any of his or her immediate family members, or any business organization with which he or she is associated.

5. No Board member or any of his or her immediate family members or any business organization in which he or she has an interest shall represent any person or party other than the LPA Governance Board, in connection with any cause, proceeding, application, or other matter pending before the LPA Governance Board on which he or she serves.

6. No Board member shall be prohibited from making an inquiry for information on behalf of a community member if no fee, reward, or other thing of value is promised to, given to, or accepted by the Board member or any of his or her immediate family members in return therefor.

7. No Board member shall be deemed in conflict with these provisions if, by reason of his or her participation in any matter required to be voted upon by the LPA Governance Board, no material or monetary gain accrues to him or her as a member of any profession, occupation, or group to any greater extent than any gain could reasonably be expected to accrue to any other member of that profession, occupation, or group.

8. No Board member may also be an officer of any organization that sells goods or services to Leadership Preparatory Academy unless the organization providing goods or services is a Nonprofit membership organization or there are fewer than three sources for such supplies or equipment within the county; provided, however, that any purchase of goods or services that is equal to or greater than $10,000 shall be approved by a majority of the members of the Board in an open public meeting.

9. The LPA Governance Board shall not do business with any bank or financial institution where a Governance Board member is an employee, director, officer, or stockholder, when such member owns 30% or more stock in that institution.

10. No Board member may have a financial interest in school buses, bus equipment or supplies, provide services for buses owned by the Board, or sell gasoline or other fuel to the Board from a corporation in which the Board member is a shareholder or officer.

11. No Board member shall accept a monetary fee or honorarium in excess of $101.00 for a speaking engagement, participation in a seminar, discussion panel, or other activity which directly relates to the official duties of such Board membership. Actual and reasonable expenses for food, beverages, travel, lodging, and registration for a meeting which are provided to permit participation in a panel or speaking engagement at the meeting shall not be considered monetary fees or honoraria.

Conduct as a Board Member

1. No Board member shall disclose or discuss any information which is subject to attorney-client privilege belonging to the LPA Governing Board to or with any person other than other Board members, the Board attorney, the school leader, or persons designated by the Governance Board for such purposes, unless such privilege has been waived by an open session majority vote of the whole Board.
2. No Board member shall vote on the employment or promotion of any of his or her immediate family members. No immediate family member of a Board member may be employed or promoted unless a public, recorded vote is taken separately from all other personnel matters.
3. No Board member may be employed in any position in the charter school in which they serve.
4. No Board member shall be employed by the State Department of Education or serve concurrently as a member of the State Board of Education.
5. No member the LPA Governance Board shall serve simultaneously on the governing body of a public local school district or of a private elementary or secondary educational institution that actively seeks funding from any government entity or private entity from which the charter school also seeks funding.

Each member of this Board understands and acknowledges that no person shall be eligible to serve on the LPA Governance Board unless he or she:

(1) Has read and understands the Code of Ethics and the Conflict of Interest provisions applicable to members of the LPA Governance Board and has agreed to abide by them; and

(2) Has agreed to annually disclose compliance with the State Board of Education's policy on training for members of the LPA Governance Board, the Code of Ethics of the LPA Governance Board, and the Conflict of Interest provisions applicable to Members of the LPA Governance Board.

Exhibit

LPA Governance Board Conflict of Interest Policy Acknowledgement

As a duly elected member of the Leadership Preparatory Academy Governance Board, and in accordance with the provisions of the LPA charter, I, _____, hereby acknowledge that I have read and understand the current LPA Governance Board Conflict of Interest Policy provisions. I further acknowledge that I agree to comply with this standing policy, and will consult with the Governance Board Attorney in the event that there may be questions related to my engagement as a Governance Board Member.

This the _____ day of _____, 2019.

_____

(Board Member Signature)

_____

(Printed Name)

Exhibit

Leadership Preparatory Academy

Renewal Petition 2022

Please complete the Accountability Report below. Tab 2 contains a partial example of what your Accountability Report should look like.

School/System Name: Leadership Preparatory Academy

Charter Term: 2020-2023

Contract Terms and Performance Goals	Assessment/Metric	Year 1 (2020-2021)		Year 2 (2021-2022)		Year 3 (2022-2023)	
ACADEMIC PERFORMANCE STANDARDS		**Target**	**Actual**	**Target**	**Actual**	**Target**	**Actual**
Goal 1: During each year of its charter contract term the charter school shall meet at least one of the following performance standards.							
FIRST LOOK: *Georgia seeks from its local charter schools is that they increase their College and Career Readiness Performance Index (CCRPI) score each year until they reach 100. The performance standards that measure CCRPI progress include growth in CCRPI itself and in its two major academic components, Content Mastery and Progress Score. Our "First Look" at annual charter school performance is to see if the school has met the standard for any of the following three CCRPI gap-closing measures. Meeting any one of these standards constitutes having achieved Goal 1 for a given year.*							
Measure a: Increase its CCRPI score by at least 4% of the gap between 100 and the school's previous year CCRPI score in each grade band served (elementary, middle, and/or high school);	GMAS	4% of the gap between 100 and prior year's CCRPI	N/A	4% of the gap between 100 and prior year's CCRPI	N/A	4% of the gap between 100 and prior year's CCRPI	TBD
Measure b: Increase its CCRPI Content Mastery score by at least 10% of the gap between 100 and its previous year CCRPI Content Mastery score in each grade band served (elementary, middle, and/or high school)	GMAS	Increase Content Mastery by 10% of the gap between 100 and prior year's score	N/A	Increase Content Mastery by 10% of the gap between 100 and prior year's score	N/A	Increase Content Mastery by 10% of the gap between 100 and prior year's score	TBD
Measure c: Increase its CCRPI Progress score by at least 10% of the gap between 100 and its previous year CCRPI Progress score in each grade band served (elementary, middle, and/or high school)	GMAS	Increase Progress Score by 10% of the gap between 100 and previous year's CCRPI	N/A	Increase Progress Score by 10% of the gap between 100 and previous year's CCRPI	N/A	Increase Progress Score by 10% of the gap between 100 and previous year's CCRPI	TBD
Second Look *– School-District Comparisons. If a charter school does not achieve at least one of the "First Look" School Performance Gap Closure standards, it may still satisfy Goal 1 Academic Performance Standard requirements in a given year by achieving one of the "Second Look" School-District Comparison standards. The secondary academic outcome Georgia seeks from its local charter schools is that they do better than the district schools to which their students would otherwise attend. Performance standards include whether they exceeded the CCRPI single score of their district or of the schools to which the charter school's students would otherwise be zoned, or whether they exceeded CCRPI, Content Mastery, or Progress in all grade bands of their district or of the schools to which the charter school's students would otherwise be zoned. Meeting any one of the following Second Look standards constitutes having achieved Goal 1 for a given year.*							
Measure d. Exceed the CCRPI single score of its school district	CCRPI	Exceed DCSD's CCRPI	N/A	Exceed DCSD's CCRPI	N/A	Exceed DCSD's CCRPI	N/A
Measure e: Exceed the CCRPI single score of the district schools to which the charter school's students would otherwise be zoned	CCRPI	Exceed Students' Zoned Schools CCRPI	N/A	Exceed Students' Zoned Schools CCRPI	N/A	Exceed Students' Zoned Schools CCRPI	N/A
Measure f: Exceed the CCRPI scores of its school district in each grade band served (elementary, middle, and/or high school)	CCRPI	Exceed DCSD's CCRPI in each grade band served	N/A	Exceed DCSD's CCRPI in each grade band served	N/A	Exceed DCSD's CCRPI in each grade band served	N/A
Measure g: Exceed the CCRPI scores of the district schools to which the charter school's students would otherwise be zoned in each grade band served (elementary, middle, and/or high school)	CCRPI	Exceed Students' Zoned School CCRPI in each grade band served.	N/A	Exceed Students' Zoned School CCRPI in each grade band served.	N/A	Exceed Students' Zoned School CCRPI in each grade band served.	N/A
Measure h: Exceed the CCRPI Content Mastery scores of the district schools to which the charter school's students would otherwise be zoned in each grade band served (elementary, middle, and/or high school)	CCRPI	Exceed Zoned Schools' Content Mastery Score in each Grade Band	N/A	Exceed Zoned Schools' Content Mastery Score in each Grade Band	N/A	Exceed Zoned Schools' Content Mastery Score in each Grade Band	N/A
Measure i: Exceed the CCRPI Content Mastery scores of its school district in each grade band served (elementary, middle, and/or high school)	CCRPI	Exceed DCSD in Content Mastery in each Grade Band Served	N/A	Exceed DCSD in Content Mastery in each Grade Band Served	N/A	Exceed DCSD in Content Mastery in each Grade Band Served	N/A
Measure j: Exceed the CCRPI Progress scores of its school district in each grade band served (elementary, middle, and/or high school)	CCRPI	Exceed DCSD's Progress Score for each Grade Band Served	N/A	Exceed DCSD's Progress Score for each Grade Band Served	N/A	Exceed DCSD's Progress Score for each Grade Band Served	N/A
Measure k: Exceed the CCRPI Progress scores of the district schools to which the charter school's students would otherwise be zoned in each grade band served (elementary, middle, and/or high school)	CCRPI	Exceed DCSD CCRPI Progress Scores in each grade band served for students' zoned schools	N/A	Exceed DCSD CCRPI Progress Scores in each grade band served for students' zoned schools	N/A	Exceed DCSD CCRPI Progress Scores in each grade band served for students' zoned schools	N/A
Third Look *– School-Statewide Comparisons. If a charter school does not achieve at least one of the "First Look" School Performance Gap Closure standards or the "Second Look" School-District Comparison standards, it may still satisfy Goal 1 Academic Performance Standard requirements in a given year by achieving one of the "Third Look" School-Statewide Comparison standards. The tertiary academic outcome Georgia seeks from its local charter schools is that they do better than the similar schools throughout the state. Meeting any one of the following Third Look standards constitutes having achieved Goal 1 for a given year.*							
Measure l: Achieve a positive statistically significant Value-Added Impact Score in each grade band served (elementary, middle, and/or high school)	Value-Added Impact Score	+value added score	N/A	+value added score	N/A	+value added score	TBD
Measure m: Beat the Odds	Beating the Odds or Within Expected Range	BTO	N/A	BTO	N/A	BTO	TBD
Goal 2: During each year of its charter contract term the school will perform at the level required to stay off the list of Tier II (TSI/Targeted Support and Improvement) and Tier III (CSI/Comprehensive Support and Improvement) schools published annually by GaDOE, and the Turnaround Eligible Schools List published annually by the Governor's Office of Student Achievement.							
SCHOOL CLIMATE PERFORMANCE STANDARDS							
Goal 3: During the first year of its charter contract term, the Charter School shall achieve a School Climate Star Rating of 3 or more stars.							
Goal 4: During the second and each subsequent year of its charter contract term, the Charter School shall achieve a School Climate Star Rating of 4 or more stars.							
FINANCIAL PERFORMANCE STANDARDS							
Goal 5: During each year of its charter contract term, the Charter School shall achieve all six of the following financial performance standards.							
Measure a: Not be in default of loan or bond covenant(s) and/or is not delinquent with debt services payments.							
Measure b: Achieve a Current Ratio (Working Capital Ratio) that is greater than 1.0 or greater and one-year trend is positive							
Measure c: Possess a Debt to Asset Ratio that is less than 95 percent							
Measure d: Unrestricted Days Cash (Total Expenses/365) is greater than 45 days and the one-year trend is positive.							
Measure e: Financial Efficiency Rating is 4 Stars or above.							
Measure f: Ontime and unmodified audit opinion.							
GOVERNANCE PERFORMANCE STANDARDS							
Goal 6: During each year of its charter contract term, the Charter School shall achieve all six of the following governance performance standards.							

Leadership Preparatory Academy

Renewal Petition 2022

Measure a: All governing board members complied with all applicable open governance requirements, including policies relating to the Georgia Open Meetings Act and open records requirements.	Compliance with GA Open Meetings Act	MET	MET	Expected to meet/TBD
Measure b: All governing board members attended all required training, including all training required for any new governing board members.	Training Requirements Met	MET	MET	Expected to meet/TBD
Measure c: The Board met a minimum of seven (7) times.	7 meetings per year	MET	MET	Expected to meet/TBD
Measure d. Successful implementation of the Teacher and Leader Keys Effectiveness System as verified by GaDOE.	TKES/LKES Implementation	MET	MET	Expected to meet/TBD
Measure e: All governing board members acted in accordance with the Standards for Effective Governance of a Georgia Non-Profit School Governing Board as sworn to in the Legal Compliance Affidavit included in the Annual Report, and as evidenced by a lack of any evidence to the contrary received by GaDOE and the authorizing district(s).	Act in accordance with the Standard	MET	MET	Expected to meet/TBD
Measure f: The Board reflects the sociodemographic diversity of the community it serves.	Board is reflective of the community it serves	MET	MET	Expected to meet/TBD
Goal 7: The Charter School shall implement all Essential or Innovative Features as defined in Section 5 of the charter in all material respects.				
Leadership Curriculum	N/A	MET	MET	MET
STEM	N/A	MET	MET	MET
Project-based Learning	N/A	MET	MET	MET
Small group instruction and collaboration	N/A	MET	MET	MET
Blended learning	N/A	MET	MET	MET
Student-developed online portfolios	N/A	MET	MET	MET
Community service learning projects	N/A	MET	MET	MET
LEGAL COMPLIANCE PERFORMANCE STANDARDS				

Goal 8: During each year of its charter contract term, the Charter School shall implement all legal requirements included in federal and state law, rules, and regulations, and in this charter contract in all material respects.		All legal req's implemented	MET	All legal req's implemented	MET	All legal req's implemented	Expected to meet/TBD
Goal 9: The Charter School s hall not do anything which results in GaDOE and the authorizing district(s) placing it on probation more than two times in a single school year (July 1 to June 30).		Not on probationary status	MET	Not on probationary status	MET	Not on probationary status	Expected to meet/TBD
Goal 10: The Charter School shall not do anything which results in GaDOE and the authorizing district(s) placing it on probation more than three times during its charter contract term.		Not on probationary status more than 3x during the contract term	MET	Not on probationary status more than 3x during the contract term	MET	Not on probationary status more than 3x during the contract term	Expected to meet/TBD

KEY:	Met	Progress Made	Not Met

Exhibit

Leadership Preparatory Academy Governance Board
Training Program

Overview

- The Governance Board of Leadership Preparatory Academy shall undertake annual training in accordance with O.C.G.A. § 20-2-2072 and SBOE Rule 160-4-9-.06 and best practice of Charter School Governance.

- The members of the Leadership Preparatory Academy's Governance Board will provide guidance and assistance in orienting new members of the Board as the membership evolves. The Governance Board will help reinforce the Board's commitment to adhere to its mission, vision, beliefs and bylaws.

- The Governance Board shall assure that all new board members receive the required new board member training as early as possible within their first year of service.

- The Governance Board will plan training topics in accordance with state law and with consideration, knowledge and experience of its current board.

- The Governance Board will report all training to the state and district.

- The Governance Board will obtain training from an authorized trainer from the list of approved providers by the State Board of Education.

- The Governance Board will ensure that the Board Chair received the appropriate training for their role as prescribed by state law.

Training Requirements for Members of the Governance Board

New Members	Returning Members
New members of charter school governing boards and members of newly approved charter schools shall participate, at a minimum, in fifteen (15) hours of training within one (1) year of taking office. Board members with a break in service of more than one calendar year shall be considered new board members for training purposes. • Three (3) hours of training on best practices on charter school governance; the constitutional and statutory requirements relating to public records and open meetings; and the requirements of applicable statutes and rules and regulations • Three (3) hours of Charter School Finance and Budgeting Training on all topics included in Domain VII, Standard A, of the Standards for Effective Governance of Georgia Nonprofit Charter School Governing Boards. • Three (3) hours Financial Governance Training on all topics included in Domain VII, Standard B, of the SBOE-adopted Standards for Effective Governance of Georgia Nonprofit Charter School Governing Boards. • Three (3) hours of Whole Board Governance Team Training. • Three (3) hours of training that covers topics within the Standards for Effective Governance of Georgia Nonprofit Charter School Governing Boards.	Charter school governing board members with one (1) or more years of board service shall participate, as a minimum, in nine (9) hours of training annually. The training shall consist of the following minimum requirements: • Three (3) hours of Financial Governance Training on all topics included in Domain VII, Standard B, of the Standards for Effective Governance of Georgia Nonprofit Charter School Governing Boards • Three (3) hours of Whole Board Governance Team Training. • Three (3) hours of training that covers topics within the Standards for Effective Governance of Georgia Nonprofit Charter School Governing Boards.

Annual Training Calendar

Month	Training Requirement	Location
August - October	Whole Governance Training	STEM Building
December	Annual Retreat GSBA (Optional)	Evergreen Stone Mountain Savannah, Ga
November - June	Individual Training Requirements	On Demand w/ GCSATBD
April – July	GSBA (Optional) 2023 National Charter School Assoc.	Savannah, GA Austin, Texas

Exhibit

Introduction: Locally-approved charter school non-profit governing boards must have decision-making authority in all areas, including personnel decisions, financial decisions and resource allocation, curriculum and instruction, establishing and monitoring the achievement of school improvement goals, and school operations. The columns in the chart below describe the authority that must be exercised by a charter school's governing board, management, and school district respectively. There are also columns provided for other common charter school partners (if applicable).

Instructions: Applicants must submit a proposed version of this chart that shows how roles and responsibilities are and/or will be shared for their particular charter school. If any checkmarks are deleted or added, applicants must highlight in yellow those cells where a checkmark was deleted or added.

Locally-Approved Charter School Partners Roles and Responsibilities Chart

Personnel Decisions	Leadership Preparatory Academy Governing Board	LPA Administrative Team	DeKalb County School District	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Select, retain, transfer, promote, demote, and/or terminate the principal or school leader	✓					
Evaluate the principal or school leader (LKES)	✓					
Select, retain, transfer, promote, demote, and/or terminate faculty and all other staff		✓				
Evaluate the teachers (TKES) and all other staff		✓				
Determine whether teacher certification will be required	✓	✓				
Plan professional development for staff		✓				
Financial Decisions and Resource Allocation	**Charter School Nonprofit Governing Board**	**Charter School Management**	**DeKalb County School District**	**Post-Secondary Education Partner(s) (if applicable)**	**Business Partner(s) (if applicable)**	**Community Partner(s) (if applicable)**
Determine number and type of personnel positions budgeted, including qualifications, roles, and job descriptions	✓	✓				
Establish compensation model including salary ranges, bonus or performance-based increases, supplements, and personal and professional leave, health, dental, disability, and other benefit plans offered (other than TRS, which is mandated) for all employees	✓	✓				
Set budget priorities with funds received that are aligned with school improvement plan, including personnel, curriculum, supply, equipment, maintenance, operations, and all other costs	✓	✓				

Locally-Approved Charter School Partners Roles and Responsibilities Chart

Ensure school receives all per-pupil and other funding to which it is entitled by agreement with the local district (its fiscal agent)	✓	✓	✓			
Raise additional funds through fundraising efforts	✓	✓				
Exercise discretion over expenditure for all state and local funds and, as permissible, federal funds		✓				
Final school budget approval	✓					
Establish financial policies and standard operating procedures	✓					
Maintain a reserve fund	✓					
Determine facility uses	✓	✓				
Ensure sound fiscal management and monitor budget implementation	✓	✓				
Curriculum and Instruction	**Leadership Preparatory Academy Governing Board**	**LPA Administrative Team**	**DeKalb County School District**	**Post-Secondary Education Partner(s) (if applicable)**	**Business Partner(s) (if applicable)**	**Community Partner(s) (if applicable)**
Recommend/Adopt instructional delivery model	✓	✓				
Recommend/Adopt curriculum, including any changes in curriculum as needed to improve student achievement	✓	✓				
Recommend/Adopt courses and programs to offer	✓	✓				
Recommend/Adopt textbooks, technology, and instructional materials	✓	✓				
Recommend/Establish additional graduation requirements	✓	✓				
Recommend/Adopt course and credit requirements, including technology and physical education skill requirements	✓	✓				
Recommend/Adopt seat time requirements	✓	✓				
Recommend/Adopt opportunities for student acceleration/remediation	✓	✓				
Create or modify Career Pathway curricula		✓				
Choose dual enrollment options		✓				
Choose credit recovery options		✓				
Utilize online learning platforms (e.g., Georgia Virtual School)		✓				
Establish additional mastery level requirements for performance	✓	✓				
Select additional formative and/or summative assessments to determine student levels of mastery and growth	✓	✓				

Locally-Approved Charter School Partners Roles and Responsibilities Chart

Curriculum and Instruction *(continued)*	Leadership Preparatory Academy Governing Board	LPA Administrative Team	DeKalb County School District	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Establish delivery model, scheduling, staffing, and supplemental services for English Learner (EL), special education (SPED), gifted, and remedial programs	✓	✓				
Establish curriculum maps, pacing charts, and methods for monitoring the curriculum		✓				
Establish lesson plan requirements for teachers		✓				
Establish placement and promotion criteria	✓	✓				
Set grading and reporting policies, plans, process, schedules, and formats	✓	✓				
Establishing and Monitoring the Achievement of School Improvement Goals	**Leadership Preparatory Academy Governing Board**	**LPA Administrative Team**	**DeKalb County School District**	**Post-Secondary Education Partner(s) (if applicable)**	**Business Partner(s) (if applicable)**	**Community Partner(s) (if applicable)**
Complete self-assessment based on Georgia School Performance Standards		✓				
Develop actions, strategies, and interventions with faculty and staff (i.e., school improvement plan)		✓				
Set a timeline for implementing school improvement timeline	✓	✓				
Set a budget for implementing school improvement timeline	✓	✓				
Recommend/Approve school improvement plan and provide oversight of its implementation	✓	✓				
Hold principal or school leader accountable for school improvement plan implementation and timeline	✓					
Hold faculty and staff accountable for school improvement plan implementation and timeline		✓				
Evaluate success of school improvement plan and recommend/make revisions as needed	✓	✓				
Regularly communicate student and school performance data to all stakeholders		✓				

Locally-Approved Charter School Partners Roles and Responsibilities Chart

School Operations	Leadership Preparatory Academy Governing Board	LPA Administrative Team	DeKalb County School District	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Provide input into school operations that are consistent with school improvement and charter goals, including establishing human resources policies, procedures, and handbooks	✓	✓				
Establish work schedules of faculty and staff (e.g., hours per day, days per year, calendars)		✓				
Establish experience, training, and other matters related to substitute teachers		✓				
Recommend/Set school daily, weekly, and annual school calendar and class schedules, including length of school year, holidays, early release days, etc.	✓	✓				
Recommend/Approve professional development vendors and resources	✓	✓				
Manage day-to-day human resources		✓				
HR processing, including employment contracts and benefits administration		✓				
Recommend/Select co-curricular and extracurricular activities	✓	✓				
Establish after-school and Saturday programs as needed	✓	✓				
Set enrichment and/or advisory periods as needed		✓				
Establish field trips, including locations and date		✓				
Set class size and student-teacher ratios	✓	✓				
Set staff-to-student ratios for non-class times (e.g., lunch, recess, specials, transitions)	✓	✓				
Establish school partnerships for school growth	✓	✓				
Develop communications strategies, including stakeholder surveys, parent involvement, volunteer support	✓	✓				
Select/Approve vendors aligned with school needs	✓	✓				
Manage transportation decisions, including authority to contract for transportation service	✓	✓				
Select information systems (e.g., Student Information System, financial information systems)	✓	✓				
Manage the facility or facilities that are owned and operated by the school system for use by the charter school	✓	✓				
Approve/manage the food service agreement with a vendor or the school system	✓	✓				
Establish school size	✓	✓				

Locally-Approved Charter School Partners Roles and Responsibilities Chart

Establish school grade span different from typical primary, elementary, middle, and high public school models (e.g., 4-8, K-8, K-12)	✓	✓				
Establish attendance policies	✓	✓				
Establish student code of conduct and behavior policies, plans, processes, and formats	✓	✓				
Adopt and implement a marketing plan that is inclusive in its recruitment and retention of all students	✓	✓				
Ensure access to support to address the physical, social, financial, and emotional needs of students in the school	✓	✓				

**The LBOE retains its constitutional authority*

Exhibit

Leadership Preparatory Academy
STUDENT APPLICATION

Application Date: ____ (Month) ____ (Day) ____ (Year)

Grade Applied for: ____

Start Date: ____ (Month) ____ (Day) ____ (Year)

Dropped Date: ____ (Month) ____ (Day) ____ (Year)

Orientation: ____

Date of Orientation: ____ (Month) ____ (Day) ____ (Year)

STUDENT INFORMATION

Name: ____ (First) ____ (MI) ____ (Last) Sex: ____ M ____ F

Address: ____ (Street) ____ (City) ____ (State) ____ (Zip)

Soc. Sec.#: ____ D.O.B.: ____ Place of Birth ____

Student must be born on or before September 1, 2001 to enter the Kindergarten.
Student must be born on or before September 1, 2000 to enter the First Grade.

RACIAL/ETHNIC INFORMATION *(Check one category)*

- ❑ American Indian or Alaskan Native
- ❑ Asian or Pacific Islander
- ❑ Hispanic
- ❑ White not of Hispanic Origin
- ❑ Black not of Hispanic Origin
- ❑ Multicultural

Year to be enrolled at LPA Fall of: ____ Grade ____

CURRENT SCHOOL INFORMATION

School Name: ____ Current Grade: ____

School Address: ____ (Street) ____ (City) ____ (State) ____ (Zip)

Type of School: ❑Private ❑Public ❑Other (list) _____

PREVIOUS SCHOOL INFORMATION

School Name: ____ Grade There: ____

School Address: ____ (Street) ____ (City) ____ (State) ____ (Zip)

Type of School: ❑Private ❑Public ❑Other (list) _____

School Name: ____ Grade There: ____

School Address: ____ (Street) ____ (City) ____ (State) ____ (Zip)

Type of School: ❑Private ❑Public ❑Other (list) _____

NAME AND AGES OF OTHER SIBLINGS *(Please indicate if these siblings are enrolled or have applied at our school)*

Name	D.O.B.	Expected Grade	Enrolled	Applied
	/ /			
	/ /			
	/ /			

Open enrollment 2019-2020

Exhibit

Enrollment Policy and Procedures

As public schools, charter schools comply with state and federal regulations, and their admissions are open to students in accordance with the school's charter agreement. The procedures below outline the enrollment process at Leadership Preparatory Academy:

Annual Reenrollment

- Parents of students who wish to re-enroll their rising 1st – 7th grader are asked to complete and submit an electronic, on line reenrollment form. Parents will be asked to submit proof or residence (and any other applicable) documents. Once documents have been verified the student will be re-enrolled into LPA. If documents are not received within the allotted time frame, then the student's seat is forfeited and the student will be placed on the wait list for that grade level.
- In the event a student applies for a school through the School Choice program and accepts that seat, they will automatically forfeit their seat at LPA.

Open Enrollment

- There will be an open admission period each year during which time any interested students may submit an admission application. The dates and times for this open admission period shall be established by the school each year and shall end no later than the last day of April for the school year beginning the fall of the same year.
- Pursuant to the LPA charter agreement, any un-enrolled siblings of a current LPA student may be considered for enrollment if seats are available. Children of current full-time employees, and children of current governing board members who submit complete admission application forms during the admission period will be registered for the following school year unless, among such students, there are not enough spaces available in any particular grade or program. In that case, such students will be enrolled based on a lottery to be held in an open forum on the date stated in the admission information.
- Admission shall be open to any student who resides within the DeKalb County Public Schools attendance zone.

Lottery

If a lottery is required after any admission application period, a lottery will be held in an open forum at a time and place listed on the website. All lotteries will be conducted in a manner that is consistent with Georgia law. If there are more applicants than spaces available for a certain grade level, then names of students who submitted an application by the deadline will be placed in a lottery for that grade level. Students who are not selected for admission will be placed on a waiting list in the order in which their names were selected. Once all grades are filled or once the lottery, if necessary, is complete, any additional students who submit an application shall be placed at the end of the cumulative waiting list on a first come, first served basis.

All those applicants selected from the lottery will need to complete residency verification materials to become officially enrolled at Leadership Preparatory Academy. Failure to do so will result in a forfeit of their seat. As additional openings arise, enrollment will continue from the active waiting list in the order of applicants' lottery numbers.

If at any point in the year the waiting list is depleted and the school determines that it has enrollment openings, then a new application and enrollment period will be declared.

Wait List

Leadership Preparatory Academy will maintain a wait list for the school term in which the wait list was developed.

Enrollment Process

Upon acceptance of admission, applicants will be required to submit completed forms and required documents by the date indicated on their acceptance letter. If documents are not received by the deadline, then the student will be placed at the end of the waiting list for their respective grade level.

The following documents are required to be submitted for enrollment into Leadership Preparatory Academy:

- Completed admission application
- Original or state certified birth certificate or other acceptable age verification document as defined by DeKalb County Schools' Student Registration Policy.
- Parent/guardian photo ID.
- Social Security Card or Social Security waiver
- Proof of Residency (signed copy of lease or rental agreement; current mortgage statement within 30 days; current utility bill – gas water or electric within 30 days.
- Certificate of immunization (GA form 3231) or affidavit of religions conflict

Exhibit

Leadership Preparatory Academy | 2022-2023 CALENDAR

JULY '22

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4 Independence Day
25 – 29 Pre-Planning Days

AUGUST '22

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1 First Day of School

23 Instructional Days

SEPTEMBER '22

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5 Labor Day
16 eLearning Day (asynchronous learning)

21 Instructional Days

OCTOBER '22

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

7 eLearning Day (asynchronous learning)
10 Indigenous Peoples Day/Columbus Day
11-14 Fall Break

16 Instructional Days

NOVEMBER '22

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

8 eLearning Day (asynchronous learning)/Election Day
18 Early Release Day
21-25 Thanksgiving Break
24 Thanksgiving Day

17 Instructional Days

DECEMBER '22

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

16 Early Release Day/Last Day of 1st Semester
19-30 Winter Break
25 Christmas Day

12 Instructional Days

89 Instructional Days-1st Semester

JANUARY '23

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2 Winter Break
3 Post/Pre-Planning Day
4 First Day of 2nd Semester
16 Dr. Martin Luther King, Jr. Day

19 Instructional Days

FEBRUARY '23

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

16 eLearning Day (asynchronous learning)
17 February Break
20 Presidents' Day

18 Instructional Days

MARCH '23

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10 eLearning Day (asynchronous learning)

23 Instructional Days

APRIL '23

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3-7 Spring Break

15 Instructional Days

MAY '23

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

24 Last Day of School
25-26 Post Planning Day

18 Instructional Days

JUNE '23

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

19 Juneteenth

93 Instructional Days-2nd Semester

First/Last Day of Semester
Holiday/Break (School Closed)
Teachers' Workday/Professional Development Day
eLearning Day (asynchronous learning)
Summer School Begins

Early Release Day

Lower School Master Schedule

Teacher	HR	Reading/ELA	Math	Science	Social Studies	Connections	Lunch
Kindergarten							
KA	7:50-8:30	8:30-9:50	12:30-2:00	2:00-2:30	2:00-2:30	10:30-11:30	10:00-10:25
KB	7:50-8:30	8:30-10:15	12:30-2:00	2:00-2:30	2:00-2:30	10:30-11:30	11:35-12:00
KC	7:50-8:20	8:20-9:20 10:25-11:25	11:25-11:55 1:15-2:00	9:20-9:50	9:20-9:50	12:05-1:05	10:00-10:25
KD	7:50-8:15	8:55-10:00 11:00-11:30	11:30-12:00 1:15-1:45	1:45-2:15	1:45-2:15	12:05-1:05	10:00-10:25
1st Grade							
1B	7:50-8:15	8:15-10:20	11:20-1:10	2:10-3:10	2:10-3:10	1:10-2:10	10:20-10:50
1A Fuller	7:50-8:15	8:50-10:15	11:50-12:25	12:25-1:00	2:10-2:45	1:10-2:10	10:20-10:50
1C	8:05-8:25	8:25-10:00	10:45-12:20	12:20-1:00M/W	12:20-1:00 T/TH	1:10-2:10	10:20-10:45
1D	8:05-8:25	8:25-10:00	10:45-12:20	12:20-1:00M/W	12:20-1:00 T/TH	1:10-2:10	10:20-10:45
2nd Grade	HR	Block 1	Block 1 cont.	Block 2	Block 3		
2A	7:50-8:15	9:30-10:10	10:55-11:35	11:40-1:00	1:10-2:30	8:20-9:20	10:10-10:35
2B	7:50-8:15	9:30-10:10	10:55-11:35	11:40-1:00	1:10-2:30	8:20-9:20	10:10-10:35
2C	7:50-8:15	9:30-10:10	10:55-11:35	11:40-1:00	1:10-2:30	8:20-9:20	10:10-10:35
3rd Grade	HR	Block 1	Block 1 cont.	Block 2	Block 3		
3A	7:50-8:20	8:25-9:25	11:20-11:50	11:55-1:30	1:35-3:05	9:25-10:25	10:40--11:05
3B	7:50-8:20	8:25-9:25	11:20-11:50	11:55-1:30	1:35-3:05	9:25-10:25	10:40--11:05
3C	7:50-8:20	8:25-9:25	11:20-11:50	11:55-1:30	1:35-3:05	9:25-10:25	10:40--11:05

Upper School Master Schedule

Teacher	HR	Reading/ELA	Math	Science	Social Studies	Connections	Lunch
4th Grade							
4A	7:50-8:20	9:30-11	12:45-2:15	11:45-12:35	2:15-3:05	8:20-9:20	11:15-11:40
4B	7:50-8:20	10:45-12:40	2:15-3:05	12:45-2:15	9:30-10:45	8:20-9:20	11:15-11:40
5th Grade							
5A	7:50-8:10	1:00-2:30	8:10-11:40	12:15-1:00	2:30-3:15	9:25-10:25	11:45-12:10
5B	7:50-8:10	8:10-11:40	1:00-2:30	2:30-3:15	12:15-1:00	9:25-10:25	11:45-12:10
6th Grade							
6A	8:00-8:10	8:50-10:25	1:35-3:10	12:05-1:35	8:10-8:50	10:30-11:30	11:45-12:05
6B	8:00-8:10	12:10-1:30	8:50-10:30	1:35-3:10	8:10-8:50	10:30-11:30	11:45-12:10
6C	8:00-8:10	1:40-3:10	12:10-1:35	8:55-10:25	8:10-8:50	10:30-11:30	11:45-12:05
7th Grade							
7A	8:00-8:10	1:30-3:10	8:50-9:55	10:05-1:25	8:10-8:50	12:05-1:05	11:20-11:45
7B	8:00-8:10	8:50-9:55	10:00-1:30	1:30-3:20	8:10-8:50	12:05-1:05	11:20-11:45
7C	8:00-8:10	10:00-1:30	1:30-3:20	8:10-9:55	8:10-8:50	12:05-1:05	11:20-11:45
8th Grade							
8A	8:00-8:10	9:05-10:35	12:45-2:10	10:40-12:10	8:15-9:00	2:15-3:15	12:15-12:40
8B	8:00-8:10	10:40-12:10	9:05-10:35	12:45-2:10	8:15-9:00	2:15-3:15	12:15-12:40
8C	8:00-8:10	12:45-2:10	10:40-12:10	9:05-10:35	8:15-9:00	2:15-3:15	12:15-12:40

Connections Master Schedule

Teacher	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
Connections						
PE:	8:20-9:20	9:25-10:25	10:30-11:30	12:05-1:05	1:10-2:10	2:15-3:15
Health	8:20-9:20	9:25-10:25	10:30-11:30	12:05-1:05	1:10-2:10	2:15-3:15
Technology 1	8:20-9:20	9:25-10:25	10:30-11:30	12:05-1:05	1:10-2:10	2:15-3:15
Technology 2	8:20-9:20	9:25-10:25	10:30-11:30	12:05-1:05	1:10-2:10	2:15-3:15

Exhibit

GRADE 1 Curriculum Map
ELA
(adapted from Georgia Department of Education)

Common Core Georgia Performance Standards			
First Nine Weeks	**Second Nine Weeks**	**Third Nine Weeks**	**Fourth Nine Weeks**
Reading Foundational*	***Reading Foundational****	***Reading Foundational****	***Reading Foundational****
ELACClRFla	**ELACClRFla**	**ELACClRFla**	**ELACClRFla**
ELACClRF2b-d	**ELACClRF2a-d**	**ELACClRF2a-d**	**ELACClRF2b-d**
ELACClRF3b, g	**ELACClRF3a-c, g**	**ELACClRF3a-g**	**ELACClRF3b, g**
ELACClRF4a-c	**ELACClRF4a-c**	**ELACClRF4a-c**	**ELACClRF4a-c**
Reading Literature*	***Reading Literature****	***Reading Literature****	***Reading Literature****
ELACC1RL1	**ELACC1RL1**	**ELACC1RL1**	**ELACC1RL1**
ELACC1RL2	**ELACC1RL2**	**ELACC1RL2**	**ELACC1RL2**
ELACC1RL3	**ELACC1RL3**	**ELACC1RL3**	**ELACC1RL3**
ELACC1RL4	**ELACC1RL4**	**ELACC1RL4**	**ELACC1RL4**
ELACC1RL5	**ELACC1RL5**	**ELACC1RL5**	**ELACC1RL5**
ELACC1RL6	**ELACC1RL6**	**ELACC1RL6**	**ELACC1RL6**
ELACC1RL7	**ELACC1RL7**	**ELACC1RL7**	**ELACC1RL7**
ELACC1RL9	**ELACC1RL9**	**ELACC1RL9**	**ELACC1RL9**
ELACC1RL10	ELACC1RL10	ELACC1RL10	ELACC1RL10
Reading Informational	***Reading Informational***	***Reading Informational***	***Reading Informational***
ELACC1RI1	**ELACC1RI1**	**ELACC1RI1**	**ELACC1RI1**
ELACC1RI2	**ELACC1RI2**	**ELACC1RI2**	**ELACC1RI2**
ELACC1RI3	**ELACC1RI3**	**ELACC1RI3**	**ELACC1RI3**
ELACC1RI4	**ELACC1RI4**	**ELACC1RI4**	**ELACC1RI4**
ELACC1RI5	**ELACC1RI5**	**ELACC1RI5**	**ELACC1RI5**
ELACC1RI6	**ELACC1RI6**	**ELACC1RI6**	**ELACC1RI6**
ELACC1RI7	**ELACC1RI7**	**ELACC1RI7**	**ELACC1RI7**
ELACC1RI8	**ELACC1RI8**	**ELACC1RI8**	**ELACC1RI8**
ELACC1R19	**ELACC1R19**	**ELACC1R19**	**ELACC1R19**
ELACC1RI10	**ELACC1RI10**	**ELACC1RI10**	**ELACC1RI10**

ELA Common Core Georgia Performance Standards continued			
First Nine Weeks	**Second Nine Weeks**	**Third Nine Weeks**	**Fourth Nine Weeks**
Writing*	**Writing***	**Writing***	**Writing***
ELACC1W1	**ELACC1W1**	**ELACC1W1**	**ELACC1W2**
ELACC1W2	**ELACC1W2**	**ELACC1W2**	**ELACC1W3**
ELACC1W3	**ELACC1W5**	**ELACC1W5**	**ELACC1W5**
ELACC1W5	**ELACC1W6**	**ELACC1W6**	**ELACC1W6**
ELACC1W8	**ELACC1W7**	**ELACC1W7**	**ELACC1W8**
	ELACC1W8	**ELACC1W8**	
Language	**Language**	**Language**	**Language**
ELACClLla-c, j, k	**ELACClLla-c, f, h, j, k**	**ELACClLla-c, f-k**	**ELACClLla-c, j, k**
ELACClL2a, b, d, e	**ELACClL2a, b, d, e**	**ELACClL2a-e**	**ELACClL2a, b, d, e**
ELACC1L4	**ELACC1L4**	**ELACClL4a**	**ELACClL4a**
ELACClL5a-c	**ELACClL5a-d**	**ELACClL5a-d**	**ELACClL5a-c**
		ELACC1L6	**ELACC1L6**
Speaking & Listening	**Speaking & Listening**	**Speaking & Listening**	**Speaking & Listening**
ELACC1SL1	**ELACC1SL1**	**ELACC1SL1**	**ELACC1SL1**
ELACC1SL2	**ELACC1SL2**	**ELACC1SL2**	**ELACC1SL2**
ELACClSL3a-c	**ELACClSL3a-c**	**ELACClSL3a-c**	**ELACClSL3a-c**
ELACC1SL4	**ELACC1SL4**	**ELACC1SL4**	**ELACC1SL4**
ELACC1SL5	**ELACC1SL5**	**ELACC1SL5**	**ELACC1SL5**
ELACC1SL6	**ELACC1SL6**	**ELACC1SL6**	**ELACC1SL6**

**Reading Foundational Standards 1 & 2 only taught in grades K-l, Writing Standards 4 & 10 begin in grade 3, Writing Standard 9 begins in grade 4, and there is no Reading Literature Standard 8 at any grade level.*

GRADE 1 Curriculum Map
MATHEMATICS

(adapted from Georgia Department of Education)

Common Core Georgia Performance Standards						
SEMESTER 1			**SEMESTER 2**			
Unit 1	**Unit 2**	**Unit 3**	**Unit 4**	**Unit 5**	**Unit 6**	**Unit 7**
5 weeks	7 weeks	6 weeks	5 weeks	5 weeks	5 weeks	4 weeks
Creating Routines Using Data	**Developing Base Ten Number Sense**	**Understanding Shapes and Fractions**	**Sorting, Comparing and Ordering**	**Operations and Algebraic Thinking**	**Understanding Place Value**	**Show What We Know**
MCC1.NBT.1 **MCC1.MD.4**	**MCC1.NBT.1** **MCC1.MD.4**	**MCC1.G.1** **MCC1.G.2** **MCC1.G.3** **MCC1.MD.4**	**MCC1.MD.1** **MCC1.MD.2** **MCC1.MD.3** **MCC1.MD.4**	**MCC1.OA.1** **MCC1.OA.2** **MCC1.OA.3** **MCC1.OA.4** **MCC1.OA.5** **MCC1.OA.6** **MCC1.OA.7** **MCC1.OA.8** **MCC1.MD.4**	**MCC1.NBT.2** **MCC1.NBT.3** **MCC1.NBT.4** **MCC1.NBT.5** **MCC1.NBT.6** **MCC1.MD.4**	**ALL**
These units were written to build upon concepts from prior units, so later units contain tasks that depend upon the concepts addressed in earlier units. All units will include the Mathematical Practices and indicate skills to maintain.						

NOTE: Mathematical standards are interwoven and should be addressed throughout the year in as many different units and tasks as possible in order to stress the natural connections that exist among mathematical topics.

Grades K-2 Key: CC = Counting and Cardinality, G= Geometry, MD=Measurement and Data, NBT= Number and Operations in Base Ten, OA = Operations and Algebraic Thinking.

GRADE 1 Curriculum Map
SCIENCE

(adapted from Georgia Department of Education)

Georgia Performance Standards				
SEMESTER 1			**SEMESTER 2**	
Unit 1	**Unit 2**	**Unit 3**	**Unit 4**	**Unit 5**
7 weeks	6 weeks	5 weeks	10 weeks	9 weeks
Weather/ Seasons	**Water**	**Organisms**	**Magnets**	**Light/Sound**
S1E1 **S1CS1** **S1CS2** **S1CS3** **S1CS4** **S1CS5** **S1CS6**	**S1E2** **S1CS1** **S1CS2** **S1CS3** **S1CS4** **S1CS5** **S1CS6**	**S1L1** **S1CS1** **S1CS2** **S1CS3** **S1CS4** **S1CS5** **S1CS6**	**S1P1** **S1CS1** **S1CS2** **S1CS3** **S1CS4** **S1CS5** **S1CS6**	**S1P1** **S1CS1** **S1CS2** **S1CS3** **S1CS4** **S1CS5** **S1CS6**

GRADE 1 Curriculum Map
SOCIAL STUDIES

(adapted from Georgia Department of Education)

Georgia Performance Standards								
SEMESTER 1				**SEMESTER 2**				
Unit 1	**Unit 2**	**Unit 3**	**Unit 4**	**Unit 5**	**Unit 6**	**Unit 7**	**Unit 8**	**Unit 9**
Our Earth, Our Home	**Benjamin Franklin**	**Thomas Jefferson**	**Lewis and Clark; Sacagawea**	**Personal Finance**	**Harriet Tubman**	**George Washington Carver**	**Theodore Roosevelt**	**American Folktales**
SS1G2 **SS1G3** **SS1CG2** **MGS1** **MGS2** **IPS1** **IPS2** **IPS3** **IPS4** **IPS5** **IPS6** **IPS7**	**SS1H1a,b** **SS1G1** **SS1CG** **SS1E1** **SS1E2** **SS1E3** **IPS1** **IPS2** **IPS3** **IPS4** **IPS5** **IPS6** **IPS7**	**SS1H1a,b** **SS1G1** **SS1CG** **SS1E1** **SS1E2** **SS1E3** **MGS1** **MGS2** **IPS1** **IPS2** **IPS3** **IPS4** **IPS5** **IPS6** **IPS7**	**SS1H1a,b** **SS1G1** **SS1CG** **SS1E1** **SS1E2** **SS1E3** **MGS1** **MGS2** **IPS1** **IPS2** **IPS3** **IPS4** **IPS5** **IPS6** **IPS7**	**SS1E4**	**SS1H1a,b** **SS1G1** **SS1CG** **SS1E1** **SS1E2** **SS1E3** **MGS1** **MGS2** **IPS1** **IPS2** **IPS3** **IPS4** **IPS5** **IPS6** **IPS7**	**SS1H1a,b** **SS1G1** **SS1CG** **SS1E1** **SS1E2** **SS1E3** **MGS1** **MGS2** **IPS1** **IPS2** **IPS3** **IPS4** **IPS5** **IPS6** **IPS7**	**SS1H1a,b** **SS1G1** **SS1CG** **SS1E1** **SS1E2** **SS1E3** **MGS1** **MGS2** **IPS1** **IPS2** **IPS3** **IPS4** **IPS5** **IPS6** **IPS7**	**SS1H2** **SS1CG1** **SS1E1** **SS1E2** **SS1E3** **MGS1** **MGS2** **IPS1** **IPS2** **IPS3** **IPS4** **IPS5** **IPS6** **IPS7**
Standards: -Geography of Historical Figures -Geography of Georgia -Roles of Elected Officials	Standards: -Contributions & Daily Life -Geography -Goods & Services -Choices Producers & Consumers			Standards: Personal Spending & Saving	Standards: -Contributions & Daily Life -Geography -Goods & Services -Choices Producers & Consumers			Standards: -Folktales & the American Character -Goods & Services -Choices -Producers & Consumers

Exhibit

DeKalb County School District
Code of Student Conduct

2022-2023

E EMENTARY
MIDD E
HIGH

The DeKalb County School District provides translation of DeKalb County School District Code of Student Conduct, courtesy of the DeKalb International Welcome Center. Request for a translated hard copy may be made to the school principal or an electronic version is available at www.dekalbschoolsga.org/student-support-intervention/student-relations.

The English language version is considered the most accurate.

In the event of a disagreement or discrepancy between the translation and the original English version of this handbook or any notice or disclaimer therein, the original English version will prevail.

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2022-2023 Parent/Guardian Signature Page

Please return this page within five (5) days to your school.
To sign electronically, go to Infinite Campus at
https://campus.dekalb.k12.ga.us/campus/portal/parents/dekalb.jsp.

Parent/Guardian Acknowledgement of Receipt

Please read and review the *DCSD Code of Student Conduct* with your child and emphasize your child's role in helping to maintain a safe and orderly school learning environment. Also, this handbook includes important information related to student records, the Family Educational Rights and Privacy Act (FERPA), information about how to report concerns such as bullying and harassment, rights of students with disabilities, and other rights and responsibilities. Please sign below to acknowledge that you and your child received this handbook. **Then, cut along the dotted line and return to your child's school as soon as possible.** Thank you for your support.

Student Summer School/Program Responsibilities

I affirm that I understand I am responsible for adhering to all rules, regulations, procedures, policies, state, local and federal laws found in the *2022-2023 DCSD Code of Student Conduct* during the 2022-2023 school year and all summer programs following the 2022-2023 school year. I further understand that I am immediately subject to the evels of Consequences listed in the *2022-2023 DCSD Code of Student Conduct* if I am found in violation of any infraction during the 2022-2023 school year and all 2023 DeKalb County School District summer school/programs.

Consent for Student to Participate in Surveys

Each year the Georgia Department of Education conducts surveys of 3rd through 12th grade students. The topics surveyed include drugs, violence, mental health issues, driving habits, exercise, and diet. The surveys are anonymous, and no personal identification is required. Thesurveys allow the School District to support and evaluate needs-driven programming for students. Participation in the surveys is optional. Refer to the Protection of Pupil Rights Amendment section on page 66 for more information. This survey is separate and distinct from the District Safety Audit, which A students will be asked to complete.

Parents of students less than 18 years of age:

_____I do not consent to my child participating in the Georgia Department of Education Georgia Student Health Survey.

_____I consent to my child participating in the Georgia Department of Education Georgia Student Health Survey.

DeKalb County School District Safe School Pledge for Students

As a student, my individual choices and actions, when multiplied by those of other students throughout the DeKalb County School District will make a difference. By honoring this pledge, I can do my part to make our schools safe and successful.

I believe that I can be a good student. I believe I can show good character. I believe that when I work hard, I will succeed, so I will work hard each day to do my best. I can learn. I will learn. To help keep my school safe, I pledge to adhere to guidelines established within the*DCSD Code of Student Conduct*. I understand that a violation of serious school rules may result in a ten (10) day suspension followed by a District due process hearing. This process may result in additional consequences that may include my expulsion from school, or my being assigned to an alternative school/program.

Compulsory Education

I affirm and understand the consequences and penalties for failing to comply with laws of the state of Georgia regarding Compulsory Education, Student Attendance Protocol, and Attendance/Discipline. Please see pages 40-41 for more information.

Please sign, date, and return to your child's Homeroom Teacher within five (5) days to your school.

Student Name (Please Print) _____Student Signature _____ Date_____

Parent Name (Please Print) _____Parent Signature _____ Date_____

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Amharic

የ DeKalb ካውንቲ ት/ቤት ዲስትሪክት የ DeKalb አለማቀፋዊ አቀባበል ማእከል የትህትን መገለጫ በማድረግ የ
የተማሪ ሥነ ምግባር ደንብ ~ የተማሪ መብቶች እና ኃላፊነቶች እና የባህሪ እድገት መመሪያ መጽሐፍ ትርጉም ይሰጣል። የተተረጎመ የወረቀት ቅጅ ለማግኘት ጥያቄ ለት / ቤቱ ርዕሰ-መምህር ሊቀርብ ይችላል ወይም የኤሌክትሮኒክስ ሥሪት በ www.dekalbschoolsga.org/student-support-intervention/studentrelationsይገኛል። የእንግሊዝኛ ቋንቋ እትሙ በጣም ትክክለኛ እንደሆነ ይቆጠራል እና ልዩነት ሲኖር ያሸንፋል።

Arabic

توفر مقاطعة مقاطعة ديكالب ترجمة مدونة سلوك الطلاب ~ حقوق ومسؤوليات الطلاب وكتيب تطوير الشخصية ، بإذن من مركز الترحيب الدولي ديكالب. يمكن طلب نسخة مطبوعة مطبوعة لمدير المدرسة أو تتوفر نسخة إلكترونية

على www.dekalbschoolsga.org/student-support-intervention/student-relations.

يعتبر إصدار اللغة الإنجليزية الأكثر دقة.

Bengali

DeKalb County School District DeKalb International Welcome Center-এর স ৌজন্যে শিক্ষার্থীর আচরণ শিশি– শিক্ষার্থীর অশিকারও কর্িতে এিং চশরত্র উন্নয়ষ
পুস্তিকার অযুি াদ প্রদায কন্রন্ে। স্কুন্ের অিে ন্ক্ষর কান্ে অযূশদর্ মুশির্ ংস্করন্ণর অযুন্রাি করুষ অর্থা এখান্য ইন্ে ক্টশযক ংস্করণ পায: www.dekalbschoolsga.org/student-support-intervention/student-relations। ইংন্রস্তজ ভাষার ংস্করণটিন্ক িন্চন্য শযভভতে শি ান্ি শিন্িচযা করা িয় এিং সকাযও অশমে সদখা শদন্ে ইংন্রস্তজ ভাষার ংস্করণটিন্কই প্রাি াযে সদয়া িয়।

Burmese

DeKalb International Welcome Center (DeKalb အျပည္ျပည္ုဆိုရာ ဖတဆ္ေ ခင္ ႀကဆိဳ့ိဆိမး္ စုတာ) ၏ ေက ်ာ်ဖ့ုင့ုိ့ DeKalb ေကာ္ုတတ ေက ကုိ်ရဆိုုိ့ုိုည္ ေက ကုိ်ုိ့ုိုကဲ် က ုင့ုိ့ုတ္စည္ုိမ မ့ုိ်မ ကဲ် ~ ေက ကုိ်ုိ့ုိုကဲ် အ ြင့ုိ့ုိအ့ုိေရိမ ကဲ် ုိး့ုိ ုိင့ုိ့ုိ တာ နွိ်ိရ့ုိ်မ ကဲ်၊ ုိး့ုိ ုိင့ုိ့ုိေက က ုိ့ုိ်ုိုကဲ် အက ုိင့ုိ့ုစ့ုိဆိက့ တဆိဳ်တက့ုိေကာ ုိ့ုိ်မြန္ဒုိးဆို့ုိရာ လကြ္ဘြဲစာအိပ့ အတြက့ ဘိုုိကျပန့ုိဆိမကးဆိ ေ ကကွေ့ုိင့ုိ့ုပ်ပိုိုည္သည္။ စာအိမ္ဘတဆဲ်အာ် ေက ကုိ်ုိ့ုိအပိ့ ုိမ ေ တာုိ့်ုိဆိရ့ုိးွဆို့ုိပိုိုည္၊ ိုု/မဆိဟိတ့ အလတက ုိေရာနစ့ုိကဲ်ရ ုိ့ုိအာ် www.dekalbschoolsga.org/studentsupport-intervention/student-relationsတြ့ုိ ရရ ဆးွဆို့ုိပိုိုည္သည္။ အဂလၤဆပဘ့ကဲ်ုိုကျဖုိင့ုိ့ ုိေရိုဲ ကဲ်ေဝိုိုက ုိကဲ်ရ ုိ့ုိအာ် မ နက္ခတ္ဆက မအးွရ္ဆိ ဲ့ုိအျဖစ့ မတ ုိ့ုိးွဆို့ုိျပတ်၊ ျ ကဲ်နာ် ကမွ ကဲ်ရ ဆ လြဲင့ုိ့ ုိ့ုိ ဖိုုည့ုိုက လးမ့ုိ်မ်ဆိအတည္ျဖစ္ပလဆမင့ုိမ္သည္။

Chinese

DeKalb 县校区提供 《学生行为规范 ~ 学生的权利和责任以及品德发展手册》 的译本，由 DeKalb International Welcome Center 提供。可向校长索取译本复印件，或从此处获取电子版： www.dekalbschoolsga.org/student-support-intervention/student-relations。 英文版本视作最准确版 本，有差异时将以英文版本为准。

French

e District scolaire du Comté de DeKalb fournit la traduction du Code de conduite de l’élève ~ Droits et responsabilité des élèves et Manuel de Développement du caractère, gracieusement offert par le DeKalb International Welcome Center. Il est possible de demander des exemplaires papier au principal de l’école ou une version électronique est disponible à www.dekalbschoolsga.org/student-supportintervention/student-relations. a version en langue anglaise sera considérée comme la plus précise et prévaudra en cas de disparité.

Hindi

DeKalb काउंटी स्कू ल डिस्ट्रिक्ट, DeKalb इंटरनेशनल वेलकम सेंटर के सौजन्य से छात्र आचार संडिता ~ छात्र अडिकारव डजम्मेदारी और चररत्र डवकास पुस्ट्िका का अनुवाद प्रदान करता ि◌ै स्कू ल प्रिानाचार्य को अनुवाडदत ि◌ाि◌य कॉपी के डलए अनुरोि डकर्ा जा सकता ि◌ै◌अन्यथा www.dekalbschoolsga.org/student-support-intervention/studentrelationsपर इलेक्टिॉडनक संस्करण उपलब्ध ि◌ै◌ अंग्रेज़ी संस्करण को सबसे सटीक माना जाता ि◌ै◌और डकसी प्रकार असंगडत की स्ट्थथडत में र्ि प्रबल ि◌ोगा।

Karen

DeKalb ခရိုင် ကျောင်းတွင်းကိုယ်ကျင့်တရား တွင်ကောက်ခြင်းတော်စာအုပ်နှင့် ကျောင်းသားအခွင့်အရေးနှင့်တာဝန်ဝတ္တရားများ ဖွံ့ဖြိုးတိုးတက်ရေးစာအုပ် (Code of Student Conduct~Student Rights and Responsibilities and Character Development Handbook) များရရှိနိုင်ပါသည်. ယင် DeKalb International Welcome Center မှတစ်ဆင့် တောင်းခံလျှောက်ထားနိုင်ပါသည်။ သို့မဟုတ် အဆိုပါ စာအုပ်များကို အင်တာနက်ပေါ်တွင် ဖတ်ရှုနိုင်ပါသည်။ www.dekalbschoolsga.org/student-support-intervention/student-relations မှတစ်ဆင့်. တစ်ဘာသာပြန်ဗားရှင်းများ တောက်ပြောင်လာ အတိုးတက်ကိုး ပေးစီးပါမှုရရှိနိုင်မှုနှင့် တော်လှန်သောကိုင်းများမှ တော့်ဝေးသောကိန်းများ.

Nepali

DeKalb County School District ले विद्यार्थीआचारसव ंिता ~ विद्यार्थीकोअविकारतर्थादावित्वरचररत्र विकाससम्बन्धितेपुन्धिका को अनुंिादन प्रदान गर्छ । ंिो DeKalb International Welcome Center को सौजन्य स्वरूप प्रदान गररत्र् । विद्यालिका प्रिानाध्यापकसँग अनुंिाद गररएको कागजी प्रवतवलवप माग्न सवकत्र् ंिा www.dekalbschoolsga.org/student-support-intervention/student-relations मा विद्ंूतीि सिंस्करण उपलब्ध र् । अङ्ग्रझी भाषाको सिंस्करण सबैभन्दा स ी मावननेर् र अङ्ग्री र अनुंिादनमा वभन्नता देन्धिएमा अङ्ग्रझी भाषाको सिंस्करण प्रिोग गररनेर् ।

Somali

Dugsiga Degmada Gobolka DeKalb wuxuu bixiyaa fasiraada Buug-yaraha Xeerka Anshaxa Ardayga~Xaquuqaha Ardayga iyo Masuuliyadaha iyo Hormarinta Dabeecada, xushmada Xarunta Soo dhaweynta Caalamiga ah ee DeKalb. Codsiga koobiga warqada ee la turjumay waxaa lagu sameyn karaa maamulaha dugsiga ama nooca korontada waxaa laga heli karaa www.dekalbschoolsga.org/studentsupport-intervention/student-relations. Nooca uuqada Ingiriiska waxaa loo tixgeliyaa mida ugu saxsan oo way dabagelysaa markii ay jiraan farqi.

Spanish

El Distrito Escolar del Condado de DeKalb ofrece traducción del Manual del Código de Conducta Estudiantil ~ Derechos y Responsabilidades del Alumno y Desarrollo del Carácter, cortesía del Centro de Bienvenida Internacional de DeKalb. Usted puede solicitar una copia al director de la escuela o una versión electrónica está disponible en www.dekalbschoolsga.org/student-support-intervention/studentrelations. a versión en inglés es considerada la más actualizada y prevalecerá cuando hay una discrepancia.

Swahili

Wilaya ya Shule ya Jimbo la DeKalb hutoa tafsiri ya Kijitabu cha Kanuni ya Maadili Mema ya Wanafunzi~Haki na Majukumu na Ukuzaji Tabia, kwa hisani ya DeKalb International Welcome Center. Ombi la nakala halisi iliyotafsiriwa linaweza kufanywa kwa mwalimu mkuu au toleo pepe linapatikana kwenye www.dekalbschoolsga.org/student-support-intervention/student-relations. Toleo la lugha ya Kiingereza linachukuliwa kuwa sahihi zaidi na litatumika wakati kuna utata wowote.

Telugu

DeKalb కౌంటీ స్కూ ల్ డిస్ట్రిక్ట్ వి ద్య ంర్థి ప్ ర వ ర్ త నా నియమావళి ~ వి ద్య ంర్థి ల హ క్కూ లు, బా ధ్ ంత లు మర్థయు అక్షర్ అ భి వ ృ ద్ధ ంహ్ ం ం డ ంమిక్ష, DeKalb ఇంటర్నే షనల్ వెలూ ం సెంటర్ యొక్ ా అనువాదాం అంద్ధస్తాంద్ధ. అనువద్ధాంచబడిన హ్ర్ ంకాపీ కోసాం స్కూ ల్ ప్ంప ంపాల్ ం క్క అభ్ ర్థి ంచవచ్చు లేద్య ఎలక్ట్రా ంనిక్ వెర్షన్ www.dekalbschoolsga.org/student-support-intervention/student-relations వదద లభిస్తాంద్ధ. ఇంగ్లీష్ లాంగ్వే జ్ వెర్షన్ చాల ఖచ్చు తమైనద్ధగా రర్ధగణాంచబడుతాంద్ధ మర్థయు వా త్యా సాం ఉనే ప్పు డు విజయాం సాధిస్తాంద్ధ.

Tigrinya

ዲስትሪክት ቤት-ትምህርቲ ዲካልብ ካውንቲ፡ ትርጉም ናይ መጽሓፍ - ሓበሬታ ደንቢ ጠባያት ተማሃሮ ~ መሰላትን ሓላፍነታትን ተማሃሮን ምምዕባል ባህርያትን ኣዳልዩ ይርከብ፣ ፍቓድ ድማ ካብ ኣህጉራዊ መቐበሊ ደካልብ (DeKalb International Welcome Center) ረኺቡ ኣሎ። ዝተተርጎመ ተነባቢ ቅዳሕ ንምርካብ ንናይ ትምህርት ቤት ርእሰ መምህር ምውካስ ወይ ድማ ኤሌክትሮኒካዊ ግልባጥ ኣብ www.dekalbschoolsga.org/studentsupport-intervention/student-relations. ምርካብ ይከኣል። ብቋንቋ ኣንግሊዝኛ ዝቐርብ ግልባጥ ካብ ካልኦት ዝዛየደን ተገራጭውነት ምስዝህሉ ድማ ዝዕወት ብምኺኑን ዝለዓለ ግምት ይወሃቦ።

Vietnamese

DeKalb County School District cung cấp bản dịch của Quy Tắc Ứng Xử dành cho Học Sinh~Quyền và Trách Nhiệm của Học Sinh và Sổ Tay Phát Triển Tính Cách, được phép của DeKalb International Welcome Center. Quý vị có thể yêu cầu hiệu trưởng trường cung cấp một bản dịch bằng giấy hoặc tìm bản dịch điện tử có sẵn tại www.dekalbschoolsga.org/student-support-intervention/student-relations. Bản tiếng Anh được coi là chính xác nhất và sẽ được áp dụng khi có sự không thống nhất.

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DEKA B COUNTY SCHOO DISTRICT
CODE OF STUDENT CONDUCT

PO ICY STATEMENT

The DeKalb County Board of Education is committed to providing the best possible education for children who attend its schools. This commitment requires not only rigorous courses, highly qualified teachers, and well-equipped facilities, but also a safe, positive environment for our students, staff, parents, stakeholders, and community partners. The Board of Education expects all students to adhere to strict standards of acceptable behavior to foster learning.

The *DCSD Code of Student Conduct* identifies the rules of student behavior applicable to all DeKalb students, the discipline approach used to promote and enhance positive behaviors, and the procedures for imposing discipline consequences on students who violate these rules. When discipline must be administered, the *DCSD Code of Student Conduct* ensures that it is fair and serves the best interests of all students in the School District.

In general, discipline is designed to promote positive behavior and to correct a student's misconduct and encourages the student to be a responsible citizen of the school community. DCSD understand that students' misconduct is influenced by many factors, including trauma, mental health, disabilities, discrimination, and chronic stress. Responses to misconduct and the resulting supports will address the root cause of misconduct to the extent possible. The *DCSD Code of Student Conduct* is focused on behavioral expectations, rights, and responsibilities, and is not an exhaustive overview of positive responses and supports.

Disciplinary actions in response to unacceptable behavior will be administered based on the discretion of the handling administrator in proportion but not limited to the severity of the unacceptable behavior, its impact on the school environment, the student's age, developmental disabilities, grade level, the context and apparent intentionality, the student's previous discipline history, substantial injuries, and other relevant factors. The Board prefers to reassign disruptive students whose behavior cannot be corrected within the home school setting to alternative educational settings rather than suspend or expel such students from school, as authorized by Georgia law.

In considering the nature or severity of the behavioral situation, the disciplinary process may include student support services provided by the District and other public entities or community organizations to provide services to help maximize the academic potential along with the social and emotional well-being of students through the practices of effective consultations, comprehensive evaluations, and the development of prevention and intervention strategies.

Parental notification and parental involvement are essential to any effort to modify a student's inappropriate behavior. The *DCSD Code of Student Conduct* will only be effective if parents and guardians, teachers, and school administrators work together to improve student behavior and enhance academic performance. Parents, educators, and community members are urged to communicate concerns about student behavior or the student discipline process to the school principal or the Department of Student Relations.

The *DCSD Code of Student Conduct* is authorized pursuant to Board Policy JCD.

PURPOSE

The *DCSD Code of Student Conduct* is intended to inform students in grades K-12 of the types of behaviors that are acceptable versus unacceptable. It is impossible to write a Code that addresses every conceivable variation of permitted and prohibited behavior. Consequently, students should understand they may be disciplined for any misconduct that disrupts the orderly mission of the school, that endangers safety or that is otherwise determined by school administration to be unsuitable to maintain a safe, positive, and supportive learning environment, whether or not it is specifically listed in the *DCSD Code of Student Conduct*.

Individual schools and classroom teachers may impose campus or classroom rules in addition to those found in this *DCSD Code of Student Conduct* that are geared toward improving safety, well-being, and academic progress. These rules may be explained by the teacher, posted in classrooms, or distributed to students, and may or may not constitute violations of the *DCSD Code of Student Conduct*. The determination of whether a student has violated the *DCSD Code of Student Conduct* will be based solely on a preponderance of the evidence. In other words, is it more likely than not, based on the evidence, that the student violated the rule**?**

EARNING AND COMP IANCE

All students, regardless of age or grade level, are required to know the contents of the *DCSD Code of Student Conduct* and abide by it and any other rules of conduct imposed by the school district and/or the school they attend, to the extent possible based on their overall developmental level. Teachers are required to conduct a more thorough review of the *DCSD Code of Student Conduct* with younger students in grades K-3, Exceptional Education, and English Speakers of Other anguages (ESO) to ensure their understanding. The *DCSD Code of Student Conduct* is distributed to all schools and centers. Prior to the distribution of the *DCSD Code of Student Conduct,* it is reviewed with the faculty and staff before school begins and students arrive to ensure their understanding.

The *DCSD Code of Student Conduct* is distributed and taught to students during the first week of school. **A signed Parent/Guardian Signature Page found on page 1 is required from each student and parent/guardian**. A parent or legal guardian that does not acknowledge receipt of the student code of conduct shall not be absolved of any responsibility with respect to the information contained in the student code of conduct. A district-wide **mandatory** test on the *DCSD Code of Student Conduct* is administered to students within the first two weeks of school. This test may be administered during the traditional school day or electronically during virtual instruction. Student test scores are recorded. Class meetings are held during the first three weeks of school to discuss discipline and the application of discipline procedures.

Students who enter the School District during the school year will receive the *DCSD Code of Student Conduct* and will be tested on its contents.

Students sent to in-school suspension for the first time are retaught and retested on the *DCSD Code of Student Conduct*. As with the initial teaching, teachers are required to conduct a more thorough review of the *DCSD Code of Student Conduct* with younger students in grades K-3, Exceptional Education, and English Speakers of Other anguages (ESO) to ensure their understanding.

Students are urged to ask faculty or staff members for clarification of any part of the *DCSD Code of Student Conduct* they do not understand.

EQUA EDUCATIONA OPPORTUNITIES

The DeKalb County School District provides equal educational opportunities for all students, regardless of their race, color, religion, national origin, gender, disability, age, sexual orientation, and gender identity. No student shall be subjected to discrimination or harassment because of the student's race, color, religion, national origin, gender, disability, age, sexual orientation, and gender identity in any of the District's educational programs, activities, or practices, including implementation of this *DCSD Code of Student Conduct.* The School District maintains a complaint procedure that affords students a prompt, fair, and orderly means of resolving complaints of discrimination.

DISCIP INARY JURISDICTION OVER STUDENT CONDUCT

The DeKalb County School District has discipline authority over its students whenever the interests of the School District are involved. Therefore, the *DCSD Code of Student Conduct* applies at the following times and places:

On school grounds at any time;

Off school grounds at a school bus stop or at a school activity, function, or event;

While the student is on a school bus or School District-sponsored transportation;

While the student is participating in virtual instruction;

When either the alleged perpetrator or the alleged victim is en route from school, to home, en route from a school activity, function, or event.

When utilizing district technology resources, including but not limited to equipment, networks, virtual platforms, and software;

Off school grounds while the student is participating in or attending school-sponsored or school-related activities, such as field trips, conferences, or athletic events, or is otherwise subject to the jurisdiction of school authorities;

Off school grounds while attending a school-sponsored or school-related activity of another school system in Georgia;

Off school grounds when the behavior of the student could result in the student being criminally charged with a felony and which makes the student's continued presence at school a potential danger to persons or property at the school or which disrupts the educational process (O.C.G.A. § 20-2-751.5(c)); or is in violation of state cyberbullying definition (O.C.G.A. § 20-2-751.4);

Off school grounds when a student leaves school without permission of a school official (Absent Without eave).

INVESTIGATION OF MISCONDUCT

Minor misconduct is often correctable with immediate feedback from the teacher or other personnel. When a more severe violation of school rules is reported or suspected, the principal or designee will determine whether an investigation is warranted and, if so, will instruct appropriate personnel to conduct an investigation. The investigation should be timely and include interviews with the alleged perpetrator(s), victim(s), identified witnesses, teacher(s), staff members, and others who might have relevant information. Written statements should be obtained from all individuals who are interviewed. Video surveillance, if available, should be reviewed and secured.

If administrators believe a request for a due process hearing will be made, the administrator should attempt to preserve video surveillance of any misconduct. Any other physical and documentary evidence should be collected and preserved. School counselors, school social workers, school police, and other support staff should be utilized for their expertise as determined by the circumstances of the matter. At an appropriate time during or after the investigation, the parent or guardian will be notified. However, if the incident involves an injury or similar situation, appropriate medical attention should be provided, and the parent or guardian should be notified immediately. Furthermore, if the incident involves a threat to safety or intervention of law enforcement is otherwise determined to be appropriate, appropriate authorities shall be contacted and the school investigation will proceed to the extent possible while avoiding interference with any law enforcement investigation or detention.

The determination of whether a student has violated the *DCSD Code of Student Conduct* will be made based solely on a preponderance of the evidence. In other words, is it more likely to be true than not true, based on the evidence, that the student did violate the rule? For short term suspensions (10 days of suspension or less) there is no formal appeal process. If the parents/guardians or student disagree with the decision, they may petition to the school principal. If they disagree with the principal's decision, they may petition in writing to the regional superintendent. Please refer to the Discipline Due Process flowchart in the *DCSD Code of Student Conduct* for a summary of the District's discipline process. If a referral for District due process hearing is made, the student will be provided with the opportunity to participate in a disciplinary hearing and appeals process, as described herein.

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DEKA B COUNTY SCHOO DISTRICT
2022-2023 CHARACTER TRAITS

*"The function of education is to teach one to think intensively and to think critically. Intelligence plus character that is the goal of true education." –**Martin uther King, Jr**.*

Character Education is the deliberate effort to help people understand, care about, and act upon core ethical values. An intentional and comprehensive character education initiative provides a lens through which every aspect of school becomes an opportunity for character development.

Benefits of Character Education:

Promotes character development through the exploration of ethical issues across the curriculum

Develops a positive and moral climate by engaging the participation of students, teachers and staff, parents, and communities

Teaches how to solve conflicts fairly, creating safer schools that are free of intimidation, fear, and violence, and are more conducive to learning*

Character traits are essential for students to prepare for greatness! These traits should be modeled and maintained by adults and students.

Respect, Responsibility & Caring
Modeling cornerstones of good character

Respect
Showing high regard for self, others, and property

Responsibility
Being accountable for your own behavior

Honesty
Being truthful in word and action

Caring
Showing concern for the well-being of others

Justice and Fairness
Demonstrating impartial, unbiased, and equitable treatment for all

Citizenship
Being an informed, responsible, and caring participant in your community

Courage
Doing the right thing in the face of difficulty and following your conscience instead of the crowd

Perseverance
Staying on task and not giving up. Demonstrating commitment, pride, and positive attitude in completing tasks

Hope
Believing you will be successful

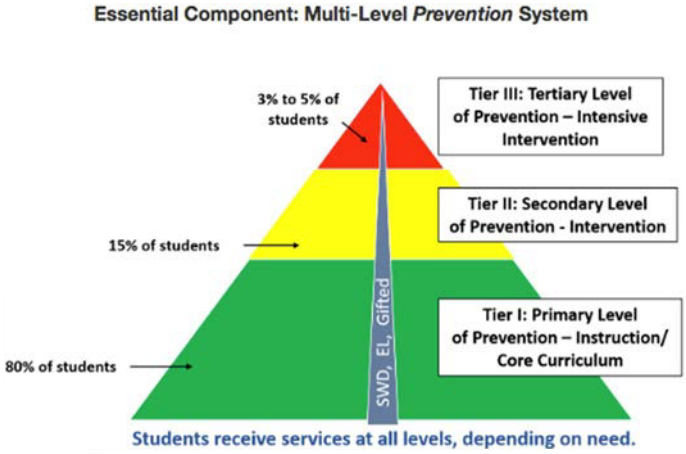
**Character Education Informational Handbook & Guide, DPI*
https://files.nc.gov/dpi/documents/charactereducation/handbook/content2.pdf

Character Traits Found in the *DCSD Code of Student Conduct*

This handbook supports the belief that appropriate behaviors and positive character must be modeled and maintained by all staff and students to have safe and orderly schools. Rules for expected student behavior should be taught and aligned with the following character traits.

CHARACTER TRAIT	VIO ATIONS	
Respect/Responsibility/Caring	Violation #1:	**Tobacco**
Respect/Responsibility/Caring	Violation #2:	**Electronic Communication Devices**
Responsibility/Caring/Citizenship	Violations #3a, 3b:	**Weapons**
Respect/Responsibility/Caring	Violations #4a, 4b:	**Intentional Physical Violence**
Responsibility	Violations #5a, 5b, 5c	**Drugs/Alcohol**
Honesty/Respect	Violations #6a, 6b, 6c:	**Property**
Respect/Responsibility/Caring	Violations #7a, 7b, 7c, 7d, 7e, 7f, 7g:	**Bullying/Harassment/Hazing/Fighting/ Assault/Battery**
Respect/Responsibility/Caring	Violations #8a, 8b:	**Refusal to Follow Instructions**
Responsibility/Courage/Perseverance	Violation #9:	**Unlawful Absence/Truancy**
Responsibility/Courage/Perseverance	Violation #10:	**Skipping Class**
Respect/Responsibility/Caring	Violation #11:	**Classroom Disturbance**
Respect/Responsibility/Citizenship	Violation #12:	**School Disturbance**
Responsibility/Respect/Citizenship	Violation #13:	**Profanity/Vulgarity/Obscenity**
Responsibility/Respect/Courage	Violation #14:	**Failure to Accept Disciplinary Action**
Responsibility/Respect/Courage	Violation #15:	**Chronic Tardiness**
Responsibility/Respect/Caring	Violation #16:	**Bus Misconduct**
Responsibility/Respect/Citizenship	Violation #17:	**Conduct Outside of School Hours**
Responsibility	Violation #18:	**Gambling**
Responsibility/Respect/Hope	Violation #19a:	**Repeated Violations**
Responsibility/Respect/Courage	Violation #19b:	**Violation of Probation**
Responsibility/Citizenship	Violation #20:	**Parking and Traffic Violations**
Respect/Responsibility/Courage	Violation #21:	**oitering/Trespassing**
Honesty/Respect	Violation #22:	**Providing False Information**
Responsibility/Respect/Caring	Violation #23:	**Inappropriate Sexual Behavior**
Responsibility	Violation #24:	**Identification Card Violation**
Responsibility/Respect/Citizenship	Violation #25:	**Student Dress Code Violation**
Responsibility/Respect/Citizenship	Violation #26:	**Unsafe Action**

Multi-Tiered Systems of Support and Response to Intervention:
What happens if a student needs help with learning and behavior?



General Education Multi-Tiered Systems of Support (MTSS), Tiers 1-3

Introduction

Students sometimes need help with learning or behavior, beyond what is routinely offered by a teacher in a general education classroom. In Georgia, General Education includes system with three levels of academic and social-emotional-behavioral supports for students who may struggle with learning or behavior. Tier 1 describes the many ways that teachers support students' learning and development and includes core educational practices to support standards-based instruction. Tier 2 is the next level that is used if Tier 1 is not sufficient and provides moderate intensity support to address how to help students develop and grow in specific skills. Tier 3 is used when Tier 2 is not sufficient and provides intensive support organized through Student Support Team (SST) process. focusing on helping students with specific skills. SST is a Federal and State initiative that is defined in Georgia Board Rule 160-4-2-.32. Tier 2 or Tier 3 supports are provided in addition to Tier 1 core instruction and supports.

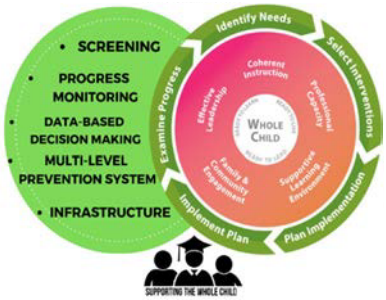
Being enrolled in Tier 2-3 does not mean a student has a disability or is receiving special or exceptional education. These tiers provide prevention and intervention in a general education setting and are not the only way to support students' learning and behavior. In addition to General Education MTSS supports, Georgia schools also provide specialized educational services through education programs. Delivery models include Special Education, Gifted Programming, and/or English anguage earners Services. Those services are offered to students who meet the criteria for eligibility for each program. If eligible, students may receive support for learning or behavior through an Individual Education Plan (IEP) or 504 accommodation plan (see pages 85-88 for more information). Students who meet eligibility criteria may be supported by a 504 accommodation plan and MTSS Tier 2 and/or Tier 3 supports simultaneously. Section 504 accommodations are provided to ensure students can access school facilities, curriculum, instruction, and assessments while MTSS teaches academic and/or behavioral skills to help the student be more successful. Some students may benefit from both.

DeKalb County School District (DCSD) MTSS

MTSS is a required element of the continuous school improvement process. MTSS involves alignment of appropriate assessment with purposeful instruction for all students. The DCSD MTSS framework supports both academic and behavioral development, teaching to mastery, maximizing the growth of every learner, and continuous school improvement. The processes within MTSS are not extra or additional duties, but rather they represent how we teach diverse learners to maximize the growth and development of each pupil. A key element within the MTSS is ongoing data monitoring for student response to intervention (RTI) to inform intentional decision-making for instructional planning and supports.

Interventions are types of instruction targeted to meet the academic and/or behavioral learning needs of a student. Interventions are in addition to the general classroom instruction. These added learning tools are well researched and evidence-based to deliver specific instructional strategies and techniques. The intensity of intervention supports increase at each tier of the MTSS framework. The framework is intended to be fluid. As students make progress, they may move to less intense supports on lower tiers or return to Tier1 Core Instruction. There are several types of instructional activities and strategies available to layer the learning techniques and tools used to improve a student's learning.

Essential Components of the MTSS Framework



The key components in Georgia's MTSS-RTI process include:

1. The three-tiered delivery model gives learning support that is matched to the student's need.
2. Evidence-based instruction is the core of a teacher's classroom lesson plan.
3. Evidence-based interventions that increase or decrease in intensity if the results of the progress monitoring show a change is needed.
4. The use of a variety of ongoing assessment (test) data determines which students need supports to meet academic and/or behavior expectations.
5. Delivery of resources for learning interventions are based on student assessment data and classroom observation.

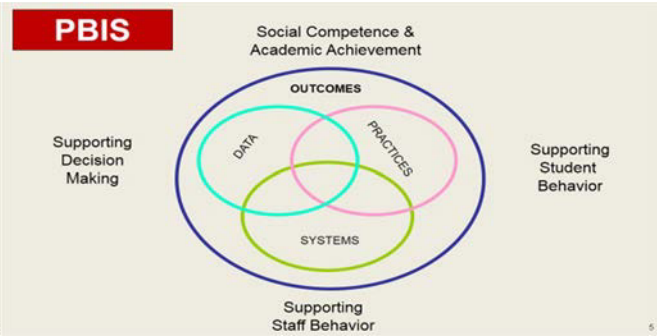
Parents: You can help with the MTSS-RTI process by actively participating in your child's education and being a partner in the success of the teaching and learning in school. You can also read the Georgia Standards of Excellence for your child's grade or course by going to the parent page of www.GeorgiaStandards.org., ask for ways you can help at home to improve your child's school performance, review and ask questions about your child's progress on assessments during parent conferences, become knowledgeable about the classroom intervention process in your school or district, and if your child is being supported with an intervention, request progress updates so you know if the intervention is working.

POSITIVE BEHAVIORA INTERVENTIONS AND SUPPORTS (PBIS)

Positive Behavioral Interventions and Supports (PBIS) is an evidence-based, data-driven framework proven to reduce disciplinary incidents, increase a school's sense of safety and support improved academic outcomes. DeKalb County Schools uses the framework to guide the overall approach to discipline, however, the evidence-based application of the framework requires training teachers and staff and developing specific implementation strategies. The implementation of PBIS in DeKalb County Schools is in progress. Currently, more than 44 DeKalb County Schools, as well as 1,400 Georgia Schools and 27,000 schools nationwide are implementing PBIS and saving countless instructional hours otherwise lost to discipline. The premise of PBIS is that continual teaching, combined with acknowledgement or feedback of positive student behavior will reduce unnecessary discipline and promote a climate of greater productivity, safety, and learning. PBIS schools apply a multi-tiered approach to prevention, using disciplinary data and principles of behavior analysis to develop school-wide, targeted, and individualized interventions and supports to improve school climate for all students. (OSEP Technical Assistance Center on Positive Behavior Interventions & Supports, 2009)

Behavioral support is provided for A students school-wide. This system of support offers all students social skills instruction, positive and proactive discipline, social behavior expectations, active supervision and monitoring, positive acknowledgement, fair and corrective discipline, and parent training and collaboration. Parents report that their main school concern is the safety of their child (Neilsen Gatti, Stansberry-Brusnahan, & Nelson, 2007). Challenging behaviors in schools that range from disruptive classroom behaviors to physical violence are safety concerns and they represent barriers to teaching and learning. Educators and parents both share this concern. Rather than relying on a mixed bag of short-term solutions for individual students and situations, schools should focus on proactive ways to define, teach, and sustain appropriate student behaviors across all school settings including the classroom, lunchroom, restrooms, and playground. The primary goal of PBIS is to help schools design effective environments that will increase teaching and learning for all students. (Georgia Department of Education, GaPBIS)

The ten critical elements of School-Wide, Tier 1 PBIS include the PBIS Team and principal, clear expectations and rules, teaching behavior, data entry and analysis, acknowledgment (feedback), effective discipline process, faculty commitment, implementation, classroom, and evaluation.



(Georgia Department of Education, GaPBIS)

RESTORATIVE PRACTICES

In conjunction with a PBIS framework, DeKalb County School District is utilizing innovative tools aimed at improving climate and culture when the school community is affected by a student violating the rules of the DCSD *Code of Student Conduct* called Restorative Practices. The goal of restorative practices is to develop community and to manage conflict and tensions by repairing harm and building relationshipsrather than simply punishing the wrongdoer.

The use of restorative practices helps to:

reduce crime, violence, and bullying,
improve human behavior,
strengthen civil society,
provide effective leadership,
restore relationships, and
repair harm.

Figure 1. What Are Restorative Practices?

Information sourced via The American Federation of Teachers.
http://www.aft.org/ae/winter2015-2016/resources

Restorative practice promotes dialogue between those who have been hurt and those who have inflicted the harm. This allows the victim and wrongdoer to have an opportunity to discuss how they have been affected by the violation and to decide what should be done to repair the harm and relationship. This is a victim-sensitive tool that encourages victims to take an active role in addressing the violation. Wrongdoers are encouraged to take responsibility for their actions, to repair the harm they have done by apologizing, returning stolen property, community service, or restitution. This may allow for the greatest victim contentment and wrongdoer accountability. Restorative practice is not suitable for instances of bullying, harassment, hazing, or discrimination.

A restorative conference is carefully planned to ensure that those who have been victimized and those who have done wrong are properly prepared and that any further harm from confrontation is prevented. During the restorative conference, the victims, wrongdoers, both parties' family and friends, staff, and other community members volunteer to participate in a structured, scripted meeting to address the violation, consequences, and restitution. The conference facilitator arranges the meeting, reads a script, and keeps the conference focused, but intentionally does not actively participate in structuring the outcome of the conference. The goal of the conference is for the participants to arrive at a jointly acceptable agreement that addresses the harm caused by the wrongdoer and necessary reparations.

Wachtel, Ted. http://www.iirp.edu/what-is-restorative-practices.php. International Institute for Restorative Practices. Retrieved 11 July 2012.

BEHAVIORA STRATEGIES, DISCIP INARY OPTIONS, AND CONSEQUENCES

Progressive discipline is designed to teach and reinforce good conduct, correct a student's misconduct, and encourage the student to be a responsible citizen of the school community. Progressive discipline should promote positive student behavior while establishing clear and fair consequences for unacceptable behavior; and state what is unacceptable. Disciplinary actions are administered in proportion to the severity of the unacceptable behavior, its impact on the school environment, the student's age and grade level, the context and apparent intentionality, the student's previous discipline history, and other relevant factors. All due process procedures required by federal and state law will be followed through the progressive discipline process.

The school discipline process should include appropriate consideration of support processes to help students resolve such problems. These resources may include, but are not limited to, Student Support Team, positive behavioral supports, counseling with school counselor, school social worker involvement, school resource officer reports, behavior, attendance and academic contracts or plans, peer mediation, and prevention programs. The offenses have a range of seven (7) levels of unacceptable behaviors. Each offense provides interventions as well as a range of consequences including suspension and expulsion if the level permits.

Each violation in the *DCSD Code of Student Conduct* is followed by a box similar to the one below. The minimum and maximum consequences for each violation are indicated. ***Multi-tiered Systems of Support (MTSS) must be conducted prior to expelling or suspending a student in kindergarten through third grade for 5 or more consecutive or cumulative days; unless student possessed a weapon, drugs or other dangerous instrument or the student's behavior endangers the safety of other students or school personnel.*** **Exceptional Education Student procedures must apply.** ***(O.C.G.A. § 20-2-740)*** In addition to discipline, behaviors may also be reported to law enforcement at the District's discretion and as required by law, including O.C.G.A. § 20-2-1184 and 19-7-5. Major offenses including, but not limited to, drugs and weapon offenses, can lead to schools being named as an Unsafe School according to the provisions of State Board Rule 160-4-8-.16.

EVE 1	**Teacher selected strategies should be** used for minor acts of student behavior that is not suitable for the context. evel 1 behaviors include behaviors that may be permissible in some contexts (e.g, playing with toys) but are not appropriate for the current context. Teachers will ensure that students understand when such behaviors are not appropriate and will provide positive feedback and reinforcement before addressing recurring behaviors as possible misconduct. Teachers should keep a written record of the violation and **strategies** used to address the behavior. If a evel 1 violation repeatedly or substantially interferes with the learning environment, it may be elevated to a higher level **after teacher selected strategies have been utilized**.Necessary strategies and positive behavioral interventions and supports will be provided through the MTSS-RTI process**at Tier 1 (pages 14-15).** ***Examples of behaviors that may impact only the student*** ▪ Calling out in class ▪ Inappropriate Noise ▪ Chewing gum ▪ Tapping pencils ▪ Writing on self ▪ Writing on desk ▪ Not in seat ▪ Not prepared for class ▪ Off-tasks behaviors ▪ Drawing instead of working ▪ Tardy to class ▪ Criticizing teacher one on one ▪ Whining ▪ Wearing a hat in school, minor deviation from dress code ▪ Eating food when not allowed **Strategies for Managing Behaviors: Conference with student and other individuals as needed; Build relationships that support academic achievement; Discussion about expectations; Review classroom procedures and expectations; Eye contact; Proximity; High levels of supervision; Verbal warning; and Pre-teaching of expectations.** **Disciplinary Options may include: Time out in room; Time away in buddy classroom; oss of privilege; Reflection sheet; Moving seat; Parent contact; Reinforcement of appropriate behaviors; De-escalation strategies; and Redirect behavior. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 87-91.**

EVE 2	evel 2 violations include infractions which are more severe in nature than evel 1 and interfere with classroom instruction and/or orderly operation of the learning environment, school transportation or a school-sponsored activity. These violations include minor misconduct and misbehaviors directed against persons or property but do not seriously endanger the health, safety, and well-being of others. Necessary strategies and positive behavioral interventions and supports will be provided and documented through the Response to Intervention process **at Tier 1. Certain level 2 violations might result in Tier 2 or Tier 3 intervention supports if safety concerns for the student or others are present (pages 14-15).** Certain evel 2 violations may be elevated to evel 3 violations or higher based on the severity or context of the misconduct if this behavior jeopardizes the health, safety, or well-being of others. ***Examples of behaviors that interfere with the learning of others:*** ▪ Touching ▪ Poking ▪ Standing on furniture ▪ Constant talking ▪ Out of seat and interfering with others learning ▪ Inappropriate chair manners ▪ Consistently not following directions ▪ Unauthorized electronic device usage including but not limited to cell phones and I-pods ▪ Running away and leaving theclassroom ▪ Throwing items in classroom ▪ Disrespectful language to adult ▪ Yelling at teacher ▪ Moving or kicking furniture in an angry way/tantrum ▪ Bus misbehavior ▪ Gambling ▪ Dress code violations that noticeably affect safety or respect for self and others **Strategies for Managing Behaviors: Build relationships that support academic achievement; Discussion about expectations; Review classroom procedures and expectations; Eye contact; Proximity; High levels of supervision; Verbal warning; Pre-teaching of expectations; Mentoring; Consultation with grade level teams/school counselor/school psychologist for classroom/individual behavior management ideas; Restorative practices; Teach Pro-Social behaviors; and Use of safe place for students to retreat to help self-regulate.** **Disciplinary Options may include: Time out in room; Time away in buddy classroom; oss of privileges; Reflection sheet; Moving seat; Parent conference; Reinforcement of appropriate behaviors; De-escalation strategies; Redirect behavior; Behavior Contract; In-School Suspension; Restorative justice; and problem solving with your grade level team. Corrective Strategies should be used to manage additional behaviors with the involvement of the student, parent, teacher, or other internal supports. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 87-91.**

evel 3	evel 3 violations include infractions which are more severe in nature than evel 2 and interfere with the orderly operation of the learning environment, school transportation or a school-sponsored activity. These violations include repeated, unrelated acts or misconduct and misbehaviors directed against persons or property and may impede the learning or jeopardize the health, safety, or well-being of others. Necessary strategies and positive behavioral interventions and supports will be provided and documented through the MTSS-RTI process **at Tier 1. Certain evel 3 offenses may be elevated to Tier 2 of the MTSS-RTI framework if Tier 1 supports have been completed and documented with fidelity. In addition, certain evel 3 offenses may be elevated to Tier 2 or Tier 3 intervention supports if safety concerns are present for the student or others (pages 14-15)**. If students have accumulated 2-4 outof school suspensions or an accumulation of 5 or more out of school suspension days, a Tier 2 behavior support plan should be created, implemented, and documented with fidelity. If the student accumulates 5 or more suspensions, a Tier 3 plan should be created, implemented, and documented with fidelity. Certain evel 3 violations may be elevated to evel 4 violations or higher based on the severity or context of the misconduct if it seriously disrupts the school environment, or presents threats to health, safety, or property. ***Examples of behaviors that affect an orderly environment:*** ▪ Any level 1 or 2 that takes excessive teacher time and takes away from student learning. ▪ Talking back to adult ▪ Throwing items in classroom at others ▪ ying ▪ Cheating ▪ Forgery ▪ Fighting (Simple Battery) ▪ Inappropriate language ▪ Pushing ▪ School disturbance ▪ Bullying, Harassment, Hazing ▪ Disrespect to peers/adults ▪ eaving room without permission ▪ Banging on window ▪ Vandalizing school property ▪ Unauthorized electronic device usage including but not limited to cell phones and I-pods ▪ Conduct outside of school hours or away from school ▪ Unsafe action ▪ Dress code violations that create a hostile or unsafe environment **Strategies for Managing Behaviors: Behavior Contract; Detention; In-School Intervention; Mediation; Mentoring; Discipline Warning etter to Parents; Referral Process; Restorative Practice; Shadowing; Substance Abuse Education; and Violence Education.** **Disciplinary Options may include: In-School Suspension for 1-3 days with Instructional Module. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 87-91.**

EVE 4	evel 4 violations include infractions, which are serious acts of misconduct including, but not limited to, repeated misbehavior that is similar in nature, behavior that results in serious disruptions of the school environment and behavior that presents threats to health, safety, or property. Necessary interventions and positive behavioral interventions and supports will be provided and documented through the MTSS-RTI process**. Certain evel 4 offenses may be elevated to Tier 2 or Tier 3 of the MTSS-RTI framework if Tier 1 supports have been completed and documented with fidelity. In addition, certain evel 4 offenses may be elevated to Tier 2 or Tier 3 intervention supports if safety concerns are present for the student or others (pages 14-15)**. If students have accumulated 2-4 out of school suspensions or an accumulation of 5 or more out of school suspension days, a Tier 2 behavior support plan should be created, implemented, and documented with fidelity. If the student accumulates 5 or more suspensions, a Tier 3 plan should be created, implemented, and documented with fidelity **(pages 14-15)**. Certain evel 4 violations may be elevated to evel 5 violations or higher based on the severity or context of the misconduct. ***Examples of behaviors that affect an orderly environment:*** ▪ Any level 1, 2 or 3 behavior that takes excessive teacher time and takes away from student learning. ▪ Talking back to adult ▪ Throwing items in classroom at others ▪ ying ▪ Cheating ▪ Forgery ▪ Fighting (Simple Battery) ▪ Inappropriate language ▪ School disturbance ▪ Bullying, Harassment, Hazing ▪ Disrespect to peers/adults ▪ eaving room without permission ▪ Banging on window ▪ Vandalizing school property ▪ Unauthorized electronic device usage including but not limited to cell phones and I-pods ▪ Conduct outside of school hours or away from school ▪ Unsafe action ▪ Dress code violations that create a hostile or unsafe environment **Disciplinary Options may include: Targeted Behavioral Contract. Consequence: Out-of-School Suspension for 1-5 days. Exceptional education student procedures must apply. For students with an Individual Education Plan ▪ (IEP) or 504 Plan, see pages 87-91.**

EVE 5	evel 5 violations include infractions which are serious acts of misconduct including, but not limited to, repeated misbehavior that is similar in nature, behavior resulting in serious disruptions of the school environment, behavior that present threats to health, safety, or property. Student will be placed on a mandatory Probationary Contract which may result in expulsion if the student is found in violation of the contract, may result in expulsion. Necessary interventions and positive behavioral interventions and supports will be provided and documented through the MTSS-RTI process**. Certain evel 5 offenses may be elevated to Tier 2 or Tier 3 of the MTSS-RTI framework if Tier 1 supports have been completed and documented with fidelity. In addition, certain evel 5 offenses may be elevatedto Tier 2 or Tier 3 intervention supports if safety concerns are present for the student or others (pages 14-15)**. If students have accumulated 2-4 out of school suspensions or an accumulation of 5 or more out of school suspension days,a Tier 2 behavior support plan should be created, implemented, and documented with fidelity. If the student accumulates 5 or more suspensions, a Tier 3 plan should be created, implemented, and documented with fidelity**.** Certain evel 5 violations may be elevated to evel 6 violations or higher based on the severity or context of the misconduct. ***Examples of Harmful and Illegal Behaviors:*** ▪ Actions that cause harm ▪ Intentional/Unintentional Violence against school employees ▪ Stealing ▪ Fighting (Simple Battery) ▪ Battery ▪ Drugs ▪ Weapons ▪ School disturbance ▪ Biting ▪ Bullying, Harassment, Hazing ▪ Throwing furniture or other objects ▪ Stealing ▪ Threatening to do injury to person or property ▪ Sexual harassment ▪ Sexual behaviors ▪ Alcohol **Disciplinary Options must include: School-based review of previous strategies and interventions implemented; Participation in GRIP Program (Growing Responsibly, Increasing Possibilities).** **Consequence: Suspension for 6-10 days with a Probationary Contract. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 87-91.**
EVE 6	evel 6 violations include infractions which are of a serious and aggravated nature such that the **student shall be removed from class and will be subject to a required 10-day suspension served by the student and a District due process hearing** that may result in additional consequences, to include, but not limited to, additional suspension, in-school suspension, social restriction, community service and assignment to an identified program or alternative school. The Department of Public Safety, Social Worker, and other outside law enforcement or other agencies may investigate evel 6 violations and independent law enforcement investigations may result in state criminal or juvenile proceedings being initiated by such outside agencies against the student accused of a evel 6 violation. Certain evel 6 violations may be elevated to evel 7 violations or higher based on the severity or context of the misconduct. evel 6 infractions should be met with Tier 3 intervention supports through MTSS-RTI framework upon the student's return from suspension. At the re-entry conference, a Tier 3 behavior intervention plan should be created. The plan should then be implemented and documented with fidelity **(pages 14-15)**. ***Examples of Harmful and Illegal Behaviors:*** ▪ Actions that cause harm ▪ Intentional/Unintentional Violence against school employees ▪ Stealing ▪ Fighting (Simple Battery) ▪ Battery ▪ Aggravated Assault ▪ Aggravated Battery ▪ Bystander Battery ▪ Drugs ▪ Weapons

	▪ School disturbance ▪ Biting ▪ Bullying, Harassment, Hazing ▪ Throwing furniture or other objects ▪ Threatening to do injury to person or property ▪ Sexual harassment ▪ Sexual behaviors ▪ Alcohol **Consequence: ong-Term Suspension. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 87-91.**
EVE 7	evel 7 violations include infractions which are of a serious and aggravated nature such that the student shall be removed from class and will be subject to a required 10-day suspension served by the student and a District due process hearing that may result in additional consequences, to include, but not limited to expulsion, additional suspension, in-school suspension, social restriction, community service and assignment to an identified program or alternative school, but to continue beyond the current semester. The student may be excluded from A units of the District for a specified period of time through permanent expulsion if applicable. The Department of Public Safety, Social Worker, and other outside law enforcement or other agencies may investigate evel 7 violations, an independent law enforcement investigation may result in state criminal or juvenile proceedings being initiated by such outside agencies against the student accused of a evel 7 violation. evel 7 infractions should be met with Tier 3 intervention supports through MTSS-RTI framework upon the student's return from suspension. At the re-entry conference, a Tier 3 behavior intervention plan should be created. The plan should then be implemented and documented with fidelity **(pages 14-15)**. ***Examples of Harmful and Illegal Behaviors:*** ▪ Actions that cause harm ▪ Intentional/Unintentional Violence against school employees ▪ Stealing ▪ Fighting (Simple Battery) ▪ Battery ▪ Aggravated Assault ▪ Aggravated Battery ▪ Bystander Battery ▪ Drugs ▪ Weapons ▪ School disturbance ▪ Biting ▪ Bullying, Harassment, Hazing ▪ Throwing furniture or other objects ▪ Threatening to do injury to person or property ▪ Sexual harassment ▪ Sexual behaviors ▪ Alcohol **Consequence: Expulsion. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 87-91.**

E EMENTARY MATRIX	evel of Consequences							Report	School Official to Contact
Offense/Violation	**1**	**2**	**3**	**4**	**5**	**6**	**7**		
1-Tobacco and Other Tobacco Products	●	●	●	●	●				
2-Electronic Communication Devices	●	●	●	●	●				
3a-Weapons			●	●	●	●	●	Police Report	SRO
3b-Weapons	●	●	●	●	●				SRO
4a-Intentional Physical Violence Not Causing Harm			●	●	●	●	●	Incident Report	Student Relations/SRO
4b-Intentional Physical Violence Causing Harm **Contact Student Relations Prior to Submitting Charge**						●	●	Incident Report	Student Relations/SRO
5a-Intent/Attempt/Sell/Distribute			●	●	●			Police Report	SRO
5b-Possession/Use/Under the Influence-1st Offense			●	●	●			Police Report GRIP	SRO
5b- Possession/Use/Under the Influence-2nd Offense & Subsequent Offenses						●	●	Police Report	SRO
5c-Possession and/or Distribution of Drug Related Paraphernalia-1st Offense			●	●	●			Police Report GRIP	SRO
5c-Possession and/or Distribution of Drug Related Paraphernalia-2nd Offense & Subsequent Offenses					●			Police Report	SRO
6a-Actual, Attempted or Threatened Destruction/Damage/Vandalism/Arson to School, Public or Private Property		●	●	●	●			Incident Report	SRO
6b-Actual, Attempted or Threatened Theft/Robbery/Burglary/Extortion/Possession of Stolen Property		●	●	●	●			Incident Report	SRO
6c-Textbooks, Media Center Materials, Computer Equipment/Use		●	●	●	●			Incident Report	SRO as appropriate
7a-Assault		●	●	●	●			GRIP	
7b-Simple Battery/Fighting/Hitting		●	●	●	●			GRIP	
7c-Battery			●	●	●			Incident Report GRIP	
7d-Aggravated Assault				●	●	●	●	Incident Report GRIP	SRO
7e-Aggravated Battery						●	●	Incident Report GRIP	SRO/Student Relations
7f-Bystander Battery		●	●	●	●			GRIP	
7g-Bullying/Hazing/Harassment	●	●	●	●	●			Bullying Report/GRIP	
8a-Rude or Disrespectful Behavior	●	●	●	●	●				
8b-Refusal to Follow Instructions	●	●	●	●	●				

E EMENTARY MATRIX	evel of Consequences							Report	School Official to Contact
Offense/Violation	**1**	**2**	**3**	**4**	**5**	**6**	**7**		
9-Unexcused Absences/Truancy	Follow Attendance Protocol on page 41. **Students will NOT be suspended for attendance-related infractions.**							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS	For guidance, contact the Social Worker
10-Skipping Class/Required Activities	●	●	●	●	●				For guidance, contact the Social Worker
11-Classroom Disturbance		●	●	●	●				
12-General School Disturbance/Threats/Intimidation/Gang Related Activities			●	●	●			Incident Report	SRO as appropriate
13-Profanity/Obscenity	●	●	●	●	●				
14-Failure to Accept Disciplinary Action		●	●	●	●				
15-Chronic Tardiness	Follow Attendance Protocol on page 47. **Students will NOT be suspended for attendance-related infractions.**							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS	For guidance, contact the Social Worker
16-Bus Misbehavior	●	●	●	●	●				
17-Conduct Outside School Hours/Away From School **Contact Student Relations Prior to Submitting Charge**				●	●	●	●		Student Relations
18-Gambling		●	●	●	●				
19-Repeated Violations									
19a-Repeated Violations/Chronic Misbehavior			●	●	●			Resource Referral	
19b-Violation of ocal School/District-Wide			●	●	●	●	●	Probation Contract	
20-Parking/Traffic Violations									
21- oitering/Trespassing/Breaking and Entering	●	●	●	●	●				
22-Providing False Information	●	●	●	●	●				
23-General Sexual Misconduct/Sexual Harassment/Sexual Batter			●	●	●				SRO/ For guidance, contact the Social Worker/Student Relations
24-Student Identification Card Violation	●	●	●						
25-Dress Code Violation	●	●	●	●	●				See details for Dress Code on pages 50, 82-83.
26-Unsafe Action					●	●	●		Student Relations

MIDD E/HIGH MATRIX	evel of Consequences							Report	School Official to Contact
Offense/Violation	**1**	**2**	**3**	**4**	**5**	**6**	**7**		
1-Tobacco and Other Tobacco Products	●	●	●	●	●				
2-Electronic Communication Devices	●	●	●	●	●				
3a-Weapons						●	●	Police Report	SRO
3b-Weapons	●	●	●	●	●	●			SRO
4a-Intentional Physical Violence Not Causing Harm 4b-Intentional Physical Violence Causing Harm **Contact Student Relations Prior to Submitting Violation**						●	●	Incident Report	Student Relations/SRO
						●	●	Incident Report	Student Relations/SRO
5a-Intent/Attempt/Sell/Distribute						●	●	Police Report	SRO
5b-Possession/Use/Under the Influence-1st Offense				●	●			Police Report GRIP	SRO
5b- Possession/Use/Under the Influence-2nd Offense & Subsequent Offenses						●	●		
5c-Possession and/or Distribution of Drug Related Paraphernalia-1st Offense				●	●			Police Report	SRO
5c-Possession and/or Distribution of Drug Related Paraphernalia-2nd Offense & Subsequent Offenses					●			Police Report GRIP	SRO
6a-Actual, Attempted or Threatened Destruction/Damage/Vandalism/Arson to School, Public or Private Property		●	●	●	●	●	●	Incident Report	SRO
6b-Actual, Attempted or Threatened Theft/Robbery/Burglary/Extortion/Possession of Stolen Property		●	●	●	●	●	●	Incident Report	SRO
6c-Textbooks, Media Center Materials, Computer Equipment/Use		●	●	●	●	●	●	Incident Report	SRO as appropriate
7a-Assault		●	●	●	●	●	●	GRIP	
7b-Simple Battery/Fighting/Hitting		●	●	●	●	●	●	GRIP	
7c-Battery					●	●	●	Incident Report/GRIP	
7d-Aggravated Assault						●	●	Incident Report/GRIP	SRO
7e-Aggravated Battery						●	●	Incident Report/GRIP	SRO/Student Relations
7f-Bystander Battery						●	●	GRIP	
7g-Bullying/Harassment/Hazing		●	●	●	●	●	●	Bullying Report/GRIP	
8a-Rude or Disrespectful Behavior	●	●	●	●	●				
8b-Refusal to Follow Instructions	●	●	●	●	●				

MIDD E/HIGH MATRIX	evel of Consequences							Report	School Officialto Contact
Offense/Violation	**1**	**2**	**3**	**4**	**5**	**6**	**7**		
9-Unexcused Absences/Truancy	Follow Attendance Protocol on page 41. **Students will NOT be suspended for attendance-related infractions.**							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS	For guidance, contact the Social Worker
10-Skipping Class/Required Activities	●	●	●	●	●				For guidance, contact the Social Worker
11-Classroom Disturbance		●	●	●	●	●	●		
12-General School Disturbance/Threats/Intimidation/Gang Related Activities			●	●	●	●	●	Incident Report	SRO as appropriate
13-Profanity/Obscenity		●	●	●	●	●	●		
14-Failure to Accept Disciplinary Action		●	●	●	●	●	●		
15-Chronic Tardiness	Follow Attendance Protocol on page 47. **Students will NOT be suspended for attendance-related infractions.**							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS	For guidance, contact the Social Worker
16-Bus Misbehavior	●	●	●	●	●	●	●		
17-Conduct Outside School Hours/Away From School **Contact Student Relations Prior to Submitting Violation**					●	●	●		Student Relations
18-Gambling		●	●	●	●	●	●		
19a-Repeated Violations/Chronic Misbehavior			●	●	●	●	●	Resource Referral	
19b-Violation of ocal School/District-Wide			●	●	●	●	●	Probation Contract	
20-Parking/Traffic Violations		●	●	●	●	●	●		
21- oitering/Trespassing/Breaking and Entering		●	●	●	●	●	●		
22-Providing False Information		●	●	●	●	●	●		
23-General Sexual Misconduct/Sexual Harassment/Sexual Battery		●	●	●	●	●	●		SRO/ For guidance, contactthe Social Worker/Student Relations
24-Student Identification Card Violation	●	●	●	●	●				
25-Dress Code Violation	●	●	●	●	●				See details for Dress Code on pages 50, 82-83.
26-Unsafe Action					●	●	●		Student Relations

OFFENSES AND CONSEQUENCES

Multi-Tiered Systems of Support (MTSS) must be conducted prior to expelling or suspending a student in kindergarten through third grade for five (5) or more consecutive or cumulative days; unless student possessed a weapon, drugs or other dangerous instrument or the student's behavior endangers the safety of other students or school personnel. **Exceptional Education Student procedures must apply.** ***(O.C.G.A. § 20-2-740)***

1. TOBACCO AND OTHER TOBACCO PRODUCTS

Students will not possess or use any tobacco products (cigarettes, cigars, chewing tobacco, snuff, etc.), including electronic cigarettes, vapor pens/tanks, cannabidiol (CBD) oil, or similar products on school property or on a school bus or at any school event away from school. **No student, staff member or school visitor is permitted to use any tobacco product or electronic cigarettes, vapor pens/tanks or similar products at any time on any School District owned/leased property or at any school event, including during non-school hours, virtual school days, 24 hours a day, seven days per week (Board Policy JCDAA)**. Additionally, the use of vapor pens/tanks and juuls for "vaping" or "juuling" may be harmful due to the lack of known dangers they may pose on the health of children.

E EMENTARY/MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 - Suspension of 6 - 10 days with a contract**

Students in violation of this offense will be referred to the web-based ASPIRE (A Smoking Prevention Interactive Experience) program at www.mdanderson.org/aspire. A Certificate of Completion must be printed and presented to the referring administrator.

2. E ECTRONIC COMMUNICATION DEVICES, INC UDING CE U AR PHONES, SMART PHONES, TAB ETS, WA KIE-TA KIES AND SIMI AR DEVICES

Students will not use any electronic communication device, including but not limited to, cellular phones, smart phones, tablets, walkie-talkies, and similar devices during traditional and/or virtual instructional time or on school buses and must not interfere with the educational mission of the school or pose a safety hazard. The instructional day includes, but is not limited to, lunch periods, class changes, study halls, and any other structured or non-structured instructional activity that occurs during the normal school day. At all times, students are expected to adhere to the following rules relative to electronic communication devices: (1) Phones must be turned completely off (not on silent or vibrate mode) and put away out of view (as directed by the school) during instructional time (official start of school day to the end of the school day), (2) No text messaging is allowed, (3) Students with serious medical conditions or other unusual circumstances may be given special permission by the school principal to use an electronic device if it is determined to be essential for the health of the student. Even for approved instructional purposes, use of a personal electronic communication device such as a smartphone is optional; students will not be required to provide personal electronic communication devices and will be furnished with a device or an alternative means to conduct the activity.

Parents/guardians are asked to refrain from calling, e-mailing, or texting their student during instructional time. In the event of an emergency, the parent/guardian may contact the student via the school's phone system. POSSESSION OF A PERSONA E ECTRONIC COMMUNICATION DEVICE ON SCHOO PROPERTY IS A PRIVI EGE NOT A RIGHT. All violations of these expectations will result in confiscation of the device. Moreover, the confiscated device will be returned only to the parent/guardian. The school is not responsible for personal electronic devices on school property or at school sponsored events. Electronic devices may be confiscated by the school administrator or designee for unapproved use on school property or at school sponsored events, including the following**:**

(a) Purposely look for security problems, attempt to disrupt school technology resources, or engage in any activity that monopolizes or compromises school technology resources;

(b) Copying computer programs, software or other technology provided by the District for personal use; download unauthorized files; or use school technology resources for personal gain or private business enterprises;

(c) Attempting to, threatening to, or actually damage, destroy, vandalize, or steal private property or school property while using school technology resources on or off school grounds (The local school police officer must be notified of such incidents.);

(d) Using or participating in using personal or school technology resources to distribute or display inappropriate material. Inappropriate material does not serve an instructional or educational purpose and includes but is not limited to the following (See Rule 7G for bullying using technology):
- Profane, vulgar, lewd, obscene, offensive, indecent, sexually explicit, pornographic, or threatening information/material;
- Advocates illegal or dangerous acts;
- Causes disruption to DeKalb County School District, its employees, or students;
- Advocates violence;
- Contains knowingly false, recklessly false, or defamatory information; or
- Is otherwise harmful to minors as defined by the Children's Internet Protection Act. (The local school police officer must be notified of such incidents.)

(e) Refusing to comply with reasonable directions or commands of school staff regarding responsible use of technology, and/or use audio or visual recording devices without permission of a school administrator.

(f) Gaining or attempting to gain unauthorized access to the District's computer data, network, system, Internet connections, e-mail accounts, or intranet or to any third party's computer system, data, or network, such as:
- Malicious tampering, phishing, or hacking activities;
- Intentionally seeking information about passwords belonging to other users;
- Disclosing a user's password to the District's computer network, system, Internet connections, e-mail accounts, or intranet to other individuals. Students, however, may share their passwords with their parents.
- Modifying passwords belonging to others;
- Attempting to log in through another person's account;
- Attempting to gain access to material that is blocked or filtered by the District;
- Accessing, copying, or modifying another user's files without authorization;
- Disguising a user's identity;
- Using the password or identifier of an account that does not belong to the user; or
- Engaging in uses that jeopardize access into others' accounts or other computer networks or systems.

NOTE: No one is allowed to take pictures or video of other persons at school without the express permission of the principal. At no time shall a student take any pictures, video or audio recordings of students or staff while on school property or at any school sponsored event or post any pictures, videos or audio recordings of students or staff on social media without their consent. Violation of this provision will result in the student losing the privilege of using an electronic communication device while on school property. Visitors or volunteers may also not take pictures or video of students other than their own child without the consent of the student's parent or guardian. Visitors and volunteers should consult with teachers about photo or video permissions that may have been obtained from the student's parent or guardian.

Students must never send threatening/inappropriate messages and/or images via electronic communication devices or the internet/intranet at any time, including during virtual instructional time. This could result in very serious school, personal and/or criminal consequences. Go to http://www.dekalbschoolsga.org/bullying-harassment-hazing-awareness for further information on cyberbullying.

Student must not wear headphones with or without electronic devices during instruction time unless used for approved medical or instructional purposes only.

E EMENTARY/MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 - Suspension of 6 - 10 days with a contract**

3. WEAPONS, EXP OSIVES, HAZARDOUS OBJECTS AND OTHER DEVICES

NOTE: Weapons present an immediate and real danger to students, faculty, and staff, and can also damage the learning climate and reputation of a school. Federal law (Gun-Free School Zone Act;) states that school districts must have a policy requiring the expulsion of a student from school for at least one calendar year for possession of or for bringing a firearm or dangerous weapon to school, school-sponsored functions, on school property or school buses. (18 U.S.C. § 921(a)(25); O.C.G.A. § 16-11-127.1; O.C.G.A. §20-2-751.1) The possession of any dangerous weapon, hazardous object, or firearm in violation of O.C.G.A. § 16-5-21; 16-5-24; 16-11-127; 16-11-127.1; or 16-11- 132 will trigger the reporting requirements of O.C.G.A. § 20-2- 1184.

A. Students shall not possess, handle, bring, transmit, or cause to be transmitted; use or threaten to use; sell, attempt to sell, or conspire to sell a firearm, a dangerous weapon or dangerous instrument/hazardous object/unauthorized item, either concealed or open to view, at school, on school property, at school-sponsored functions or school buses. There is no exception for students who have a valid legal license to carry a weapon.
NOTE: The definition of "weapon" for purposes of this Code of Conduct is one that includes, but is not limited to, the following items:

Category I Weapon: Firearm/Dangerous Weapons
Any loaded or unloaded firearm or a dangerous weapon.
Per O.C.G.A. §20-2-751.1, a student who is determined to have possessed a Category I weapon at school, shall be subject to expulsion from school for a period of not less than one calendar year; provided, however, that a hearing officer, administrator, superintendent, or local board of education shall have the authority to modify such expulsion requirement on a case-by-case basis, and is authorized to place a student determined to have brought a Category I weapon in an alternative educational setting.
A firearm includes a handgun, rifle, shotgun, or other weapon which will or can be converted to expel a projectile by the action of an explosive or electrical charge.
A dangerous weapon includes any weapon commonly known as a "rocket launcher," "bazooka," or "recoilless rifle" which fires explosive or nonexplosive rockets designed to injure or kill personnel or destroy heavy armor, or similar weapon used for such purpose. The term shall also mean a weapon commonly known as a "mortar" which fires high explosive from a metallic cylinder, and which is commonly used by the armed forces as an antipersonnel weapon or similar weapon used for such purpose. The term shall also mean a weapon commonly known as a "hand grenade" or other similar weapon which is designed to explode and injure personnel or similar weapon used for such purpose.

Category II Weapon: Hazardous Objects
Any pellet gun, paint pellet gun, or BB gun, antique firearm, nonlethal air gun, stun gun, Taser, or any similar weapon that does not meet the definition of a Category I weapon; any Bowie, Dirk, machete, switchblade knife, ballistics knife, any other knife having a blade of two or more inches; any razor blade (e.g., straight, regular, retractable, etc.); boxcutter; any bludgeon (e.g. billy club, PR-24, night stick, spring stick, blackjack, club); any firearm muffler or firearm silencer; "look-alike" bomb; any "martial arts" device or flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely (e.g., nunchakus, nun chuck, nun chahka, shuriken, or fighting chain, etc.); any disc of whatever configuration with at least two points or pointed blades which is designed to be thrown or propelled (e.g., Chinese star, oriental dart, throwing star, etc.); miscellaneous devices such as swords, sword/knife canes, ice picks, chains, bow and arrows, knuckles made of metal, thermoplastic, wood or other similar material, objects placed on fingers, in hands, or on fists or knuckles to provide a "loaded fist," etc., or any tool or instrument which the school administration could reasonably conclude as being used as a weapon or intended by the student to be used as a weapon and thus a violation of the intent of this Code of Conduct.

In addition to the above, Category II weapons include any item defined as a weapon or hazardous object as defined by O.C.G.A. § 16-11-127.1 and § 20-2-751, with the exception of firearms and dangerous weapons (See Category I).

Category III Weapon: Knives/Other Weapons
Any knife or instrument having a blade of less than two inches, any "look-alike" firearm, or plastic disposable razor or sling shot.

Dangerous Instruments/Unauthorized Items
Students shall not possess ammunition, BBs, paint pellets, CO_2 cartridges fireworks (other than "snap its", "poppers", or "pop-its" which may be addressed as a disruptive behavior), stink bombs, pepper spray, mace, or similar instruments /items. These instruments/items are disruptive to the function of the school and may pose a safety risk.

NOTE: A student must never touch or handle weapons at any time. Students should never take or agree to hold weapons, drugs, illegal or unknown items from other students. Tell an administrator ifany of these items are found.

E EMENTARY SCHOO CONSEQUENCES:
Minimum: evel 3 - In-School Suspension of 1-3 days
evel 4 - Suspension 1-5 days
evel 5 – Suspension of 6-10 days with a contract
evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7.

MIDD E/HIGH SCHOO CONSEQUENCES:
Minimum: evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7.

E EMENTARY/MIDD E/HIGH SCHOO CONSEQUENCES: CATEGORY I WEAPONS
Minimum: evel 7 – Expulsion; one calendar year
Maximum: Permanent Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 7.

B. Students will not use, possess, or handle water pistols, other instruments that project water or other liquids, toy guns, matches, lighters, laser pointers, devices that emit an electrical shock, or other devices, which when used inappropriately, cause discomfort/harm to another person and/or disrupt the class, school, or school event.

E EMENTARY SCHOO CONSEQUENCES:
Minimum: evel 1 - Conference
evel 2 - Strategies (see pages 54-55)
evel 3 - In-School Suspension of 1-3 days
evel 4 - Suspension 1-5 days
Maximum: evel 5 – Suspension of 6-10 days with a contract

MIDD E/HIGH SCHOO CONSEQUENCES:
Minimum: evel 1 - Conference
evel 2 - Strategies (see pages 54-55)
evel 3 - In-School Suspension of 1-3 days
evel 4 - Suspension 1-5 days
evel 5 – Suspension of 6-10 days with a contract
evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7.

4. INTENTIONA PHYSICA VIO ENCE AGAINST TEACHERS, BUS DRIVERS, SCHOO OFFICIA S, OR OTHER SCHOO EMP OYEES

Students will not intentionally hit or attack any school employee to cause physical hurt, harm, or injury.

A. Intentional Physical Violence Not Causing Physical Harm/Injury

Students will not intentionally hit or attack a teacher, school bus driver, school official, or other school employee. Students will not intentionally hit, attack, or make physical contact of an insulting or provoking nature with a teacher, school bus driver,school official, or other school employee. A due process hearing shall be held for such violation even for recommendationof short-term suspension, unless waived by the employee.

E EMENTARY SCHOO CONSEQUENCES:
Minimum: evel 3 - In-School Suspension of 1-3 days
evel 4 - Suspension 1-5 days
evel 5 – Suspension of 6-10 days with a contract
evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7.

MIDD E/HIGH SCHOO CONSEQUENCES:
Minimum: evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7.

B. Intentional Physical Violence Causing Physical Harm

Students will not intentionally hit, attack, or otherwise make intentional physical contact with a teacher, school bus driver, school official, or other school employee and cause physical hurt, harm, or injury, unless in defense of themselves, as provided in O.C.G.A. §16-3-21.

E EMENTARY/MIDD E/HIGH SCHOO CONSEQUENCES:
Minimum: evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7.

State aw indicates a student found by a preponderance of evidence to be in violation of committing an act of physical violence against a teacher, school bus driver, school official, or school employee causing physical hurt, harm or injury will be expelled from school for the remainder of the student's eligibility to attend public school (O.C.G.A. § 20-2-751.6). The law applies to all students in grades K-12. The Hearing Officer may assign the student to an alternative education programfor the period of the expulsion. If the student is in kindergarten through grade eight, the Hearing Officer may allow the studentto re-enroll at some point when the student reaches the high school grades. Additionally, if the student is in kindergarten through grade six and there is no alternative educational program available, the Hearing Officer may permit the student, at a recommended time, to re-enroll in school.

5. A COHO , DRUGS, AND OTHER I EGA /CONTRO ED SUBSTANCES*

***As used in this *DCSD Code of Student Conduct*, "drugs" shall mean all substances, including but not limited to, alcohol and alcoholic beverages, marijuana, medical marijuana, prescription drugs, over-the-counter drugs, look- alike drugs, inhalants, pills, tablets, capsules, synthetic substances and all other legal and illegal drugs or controlled substances under state or federal law. Use of alcohol, marijuana and other drugs by minors is illegal and harmful.**

NOTE: A student must never touch or handle drugs at any time. Students should never take or agree to hold weapons, drugs, illegal or unknown items from other students. Tell an administrator if any of these items are found.

A. Sale or Distribution of Drugs

Students will not sell, attempt to sell, or intend to sell, distribute, attempt to distribute, or intend to distribute, drugs or substances represented or believed by the seller, buyer, distributer, or recipient to be drugs.

E EMENTARY SCHOO CONSEQUENCES:
Minimum: evel 3 - In-School Suspension of 1-3 days
evel 4 - Suspension 1-5 days
Maximum: evel 5 - Suspension of 6 - 10 days with a contract

MIDD E/HIGH SCHOO CONSEQUENCES:
Minimum: evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7.

B. Possession/Use/Under the Influence of Drugs

Students will not possess, use, attempt to use, or be under the influence of drugs or substances represented or believed by the student to be drugs. Students will not cause, invite, or induce any person to possess, use, attempt to use, or be under the influence of drugs or substances represented or believed by the student to be drugs. Students will not deliberately smell, inhale, or ingest any legal substances or will not cause, invite, or induce any person to smell, inhale or ingest any legal substances in a manner other than for its intended purpose, including but not limited to, fingernail polish, model airplane glue, hand sanitizer, etc.

E EMENTARY SCHOO CONSEQUENCES	
Minimum:	**evel 3 - In-School Suspension of 1-3 days**
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 5 – Suspension of 6-10 days with a contract**
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

NOTE: The principal may request a referral to a District Due Process Hearing from the Superintendent/Designee for a possible long-term suspension/expulsion for any student whose presence may constitute a clear threat to the safety of others.

1st Offense: The student is suspended for 10 school days with a contract. If the parents/guardian and student accept the offer to attend the drug-education program, Growing Responsibly, Increasing Possibilities (GRIP), 5 days of the 10-day suspension shall be waived upon successful completion of the GRIP program and the contract will remain in effect. If the GRIP program is not successfully completed, the full 10-day suspension with a contract shall be imposed. This option is available for elementary, middle, and high school students.

2ND Offense and subsequent offenses and/or if the student's conduct is a felony or designated felony possession: The student is suspended for ten (10) school days and is referred to a due process hearing, which may impose long-term suspension or expulsion, or assignment to an alternative school.

Prescribed Medications

The parent of a student who has to use a prescribed medication at school must consult the school administrator and follow the appropriate School District procedures, including required medication documentation. Required student protocol, rules and documentation are provided in District Policy JGCD, Regulation JGCD-R(1) and Form JGCD-E(1). School approval must be given prior to the student possessing or using any medication, including over-the-counter medication. Students may not possess medical marijuana at school, including CBD or low-THC oil, on school property, school buses or at school-sponsored functions.

NOTE: Under state law, students with asthma, life-threatening allergies or diabetes may carry and use their inhalers, auto-injectable epinephrine, and necessary supplies and equipment to perform diabetes monitoring and treatment as needed, based upon school receipt of a doctor's prescription and parent's written permission. A student may be subject to disciplinary action if they use auto-injectable epinephrine or any other medications in a manner other than as prescribed.

C. Possession and/or Distribution of Drug-Related Paraphernalia

A student will not possess or distribute drug-related paraphernalia, including items associated with the use, sale, or distribution of drugs. As used in this DCSD Code of Student Conduct, "drug-related paraphernalia" includes, but is not limited to pipes, water pipes, clips, rolling papers, scales, small baggies, grinders, and other items used or related to drug use (i.e., vapor pens, vapor tanks, juuls, etc.)

*** This offense relates only to drug-related paraphernalia. Offenses related to possession, use, distribution, and sale of drugs, alcohol, or other substances are addressed in Offense 5A or 5B.**

E EMENTARY SCHOO CONSEQUENCES:	
Minimum:	**evel 3 - In-School Suspension of 1-3 days**
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 - Suspension of 6 - 10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 4 - Suspension 1-5 days**
Maximum:	**evel 5 - Suspension of 6 - 10 days with a contract**

1st Offense: The student is suspended for 10 school days with a contract with the option to attend the Growing Responsibly, Increasing Possibilities (GRIP) program to reduce the suspension to five days, as discussed above. This option is available for elementary, middle, and high school students.

2nd and Subsequent Offenses: The student will be suspended for ten (10) school days.

6. PROPERTY

A. Actual, Attempted or Threatened Destruction/Damage/Vandalism/Arson to School, Public or Private Property

Students will respect all property and will not attempt to, threaten to, or destroy, damage, vandalize, deface, or set fire to school, public or private property located at the school.

E EMENTARY SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum	**evel 5 – Suspension of 6-10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

NOTE: The student must make restitution for any damage to school property caused by his/her behavior while on school property.

B. Actual, Attempted or Threatened Theft/Robbery/Burglary/Extortion/Possession of Stolen Property

Students will respect all property rights and will not engage in, attempt, or threaten theft; theft by deception; extortion; robbery; burglary; possession of stolen property or missing property. This applies to public, school, district, and privately-owned property. Students will not engage in use, possession and/or distribution of stolen or counterfeit money/checks/money orders/bank or credit cards.

E EMENTARY SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum	**evel 5 – Suspension of 6-10 days with a contract**

MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

NOTE: The student must make restitution for any loss or associated damage of school, district or personal property caused by his/her behavior while on school property. The student must make restitution for any financial loss caused by his/her distribution or use of stolen or counterfeit money, checks, money order, bank cards or credit cards.

C. Textbooks, Media Center Materials, Computer Equipment/Use

Students will respect school related materials and will not lose, destroy, deface, damage, and/or inappropriately use textbooks, media center materials, or district-owned technology, including computer and computer-related equipment and materials. Technology misuse includes but is not limited to, inappropriate use/hacking of the Intranet or Internet.

E EMENTARY SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum	**evel 5 – Suspension of 6-10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

NOTE: Students must make restitution for any damage to school property caused by their behavior.
Any form of electronic bullying (cyberbullying/cyberstalking), threats and/or harassment using school equipment, school networks, e-mail systems or committed at school is strictly prohibited.

7. BU YING/HAZING, ASSAU T, BATTERY AGAINST STUDENTS, SCHOO PERSONNE , SCHOO VISITORS

Students will respect all persons' physical and mental health and well-being and will participate in creating a school climate free of violence of all types.

A. Assault

Students will not verbally threaten and/or intimidate teachers, administrators, bus drivers, other school personnel, other students, or persons attending school-sponsored functions, with or without the use of physical contact; will not attempt to hurt any such persons without physical contact; and will not engage in verbal altercations and/or actions which cause such persons to be in reasonable fear of immediate bodily harm.

NOTE: Threatening witnesses may result in expulsion.

E EMENTARY SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum	**evel 5 – Suspension of 6-10 days with a contract**

MIDD E/HIGH SCHOO CONSEQUENCES:
Minimum: evel 2 - Strategies (see pages 54-55)
evel 3 - In-School Suspension of 1-3 days
evel 4 - Suspension 1-5 days
evel 5 – Suspension of 6-10 days with a contract
evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7.

B. Simple Battery/Fighting/Hitting

Students will not engage in fighting, hitting, kicking, shoving, pushing, biting, or making physical contact with teachers, administrators, bus drivers, other school personnel, and/or other students or persons.

NOTE: If the incident involves intentional physical contact with a school employee not causing physical harm/injury, see Offense #4a.

E EMENTARY SCHOO CONSEQUENCES:
Minimum: evel 2 - Strategies (see pages 54-55)
evel 3 - In-School Suspension of 1-3 days
evel 4 - Suspension 1-5 days
Maximum evel 5 – Suspension of 6-10 days with a contract
MIDD E/HIGH SCHOO CONSEQUENCES:
Minimum: evel 2 - Strategies (see pages 54-55)
evel 3 - In-School Suspension of 1-3 days
evel 4 - Suspension 1-5 days
evel 5 – Suspension of 6-10 days with a contract
evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7.

C. Battery

Students will not make physical contact causing substantial or visible bodily harm such as substantially blackened eyes, substantially swollen lips or other facial or bodily parts, substantial bruises to body parts or other substantial injury to teachers, administrators, bus drivers, other school personnel, other students, or persons in school or attending school-related functions.

NOTE: If the incident involves intentional physical injury to a School District employee causing physical harm/injury, see Offense #4b.

E EMENTARY SCHOO CONSEQUENCES:
Minimum: evel 3 - In-School Suspension of 1-3 days
evel 4 - Suspension 1-5 days
Maximum: evel 5 - Suspension of 6 - 10 days with a contract
MIDD E/HIGH SCHOO CONSEQUENCES:
Minimum: evel 5 – Suspension of 6-10 days with a contract
evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7.

D. Aggravated Assault

Students will not use or make threats with a deadly weapon or hazardous object, which is likely to or does cause serious bodily harm to a teacher, administrator, bus driver, other school personnel, students, or other persons in school or attending school-related functions.

ELEMENTARY SCHOOL CONSEQUENCES:
Minimum: Level 6 – Long-Term Suspension
Maximum: Level 7 – Expulsion
A required 10-day suspension must be served and a District due process hearing held for Level 6-7.

MIDDLE/HIGH SCHOOL CONSEQUENCES:
Minimum: Level 6 – Long-Term Suspension
Maximum: Level 7 – Expulsion
A required 10-day suspension must be served and a District due process hearing held for Level 6-7.

E. Aggravated Battery

Students will not maliciously cause bodily harm to a teacher, administrator, bus driver, other school personnel, students, or other persons attending school-sponsored functions, by depriving such person of a member of his/her body, by rendering a member of his/her body useless, or by seriously disfiguring his/her body or a member thereof.

ELEMENTARY MIDDLE/HIGH SCHOOL CONSEQUENCES:
Minimum: Level 6 – Long-Term Suspension
Maximum: Level 7 – Expulsion
A required 10-day suspension must be served and a District due process hearing held for Level 6-7.

NOTE: If the incident involves intentional physical injury to a School District employee causing physical harm/injury,see Offense #4b.

F. Bystander Battery

Students who observe any type of fight will immediately notify a teacher or other adult and will not become involved in a fight that the student does not start. A student who does not start a fight but becomes involved in it will be charged with Bystander Battery. This offense includes, but is not limited to, hitting or kicking another student while that student is fighting another student. **Note: For information about situations that constitute self-defense, see page 57.**

ELEMENTARY SCHOOL CONSEQUENCES:
Minimum: Level 2 - Strategies (see pages 54-55)
Level 3 - In-School Suspension of 1-3 days
Level 4 - Suspension 1-5 days
Maximum Level 5 – Suspension of 6-10 days with a contract

MIDDLE/HIGH SCHOOL CONSEQUENCES:
Minimum: Level 6 – Long-Term Suspension
Maximum: Level 7 – Expulsion
A required 10-day suspension must be served and a District due process hearing held for Level 6-7.

G. Bullying/harassment/hazing

Students will not threaten, intimidate, harass, make physical contact with or subject another student to any other form of physical or emotional hurt, including hazing associated with membership in extracurricular organizations (sports teams, band, etc.). School officials will address each act of bullying/harassment/hazing that is reported or of which they otherwise become aware.

Bullying

Bullying is unwanted, aggressive behavior among school aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. Both kids who are bullied and who bully others may have serious, lasting problems.

Bullying means an act that is:

(1) Any willful attempt or threat to inflict injury on another person, when accompanied by an apparent present ability to do so, in light of a real or perceived power imbalance;

(2) Any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm; or

(3) Any intentional written, verbal, or physical act by a person with real or perceived power over another person which a reasonable person would perceive as being intendedto threaten, harass, or intimidate, that:

(A) Causes another person visible bodily harm;

(B) Has the effect of substantially interfering with a student's education;

(C) Is so severe, persistent, or pervasive that it creates an intimidating or threatening educational environment; or

(D) Has the effect of substantially disrupting the orderly operation of the school.

Bullying applies to acts which occur on school property, on school vehicles, at designated school bus stops, or at school related functions or activities or by use of data or software that is accessed through a computer, computer system, computer network, or other electronic technology of a local school system.

Examples of bullying include but are not limited to:

Verbal assaults such as unwanted teasing or name-calling;
Threats, taunts and intimidation through words and/or gestures;
Direct physical contact such as hitting or shoving;
Physical violence and/or attacks:
Cyberstalking or engaging in conduct to communicate, or to cause to be communicated, words, images, or language by or using e-mail or electronic communication, directed at or about a specific person, causing substantialemotional distress to the victim;
Cyberbullying or the willful, hostile, and repeated harassment and intimidation of a person using digital technologies, including, but not limited to, email, blogs, social networking websites (*e.g.*, Instagram, Twitter,Facebook, etc.), chat rooms, texts, and instant messaging;
Rumors or spreading of falsehoods;
Stalking;
Public humiliation;
Social isolation;
Extortion or manipulation, including incitement and/or coercion;
Using cameras or camera phones to take embarrassing or unauthorized photographs of students or school employees and distributing them to others or posting them online;
Sending abusive or threatening text messages or instant messages; and
Using websites to circulate gossip and rumors to other students.

Cyberbullying

Cyberbullying is bullying that takes place over digital devices like cell phones, computers, and tablets. Cyberbullying can occur through SMS, Text, and apps, or online in social media, forums, or gaming where people can view, participate in, or share content. Cyberbullying includes sending, posting, or sharing negative, harmful, false, or mean content about someone else. It can include sharing personal or private information about someone else causing embarrassment or humiliation. Some cyberbullying crosses the line into unlawful or criminal behavior. (www.stopbullying.gov)

Examples of cyberbullying include but are not limited to:

Cyberstalking or engaging in conduct to communicate, or to cause to be communicated, words, images, or language by or using e-mail or electronic communication, directed at or about a specific person, causing substantialemotional distress to the victim;
Cyberbullying or the willful, hostile, and repeated harassment and intimidation of a person using digital technologies, including, but not limited to, email, blogs, social networking websites (*e.g.*, Instagram, Twitter,Facebook, etc.), chat rooms, gaming, texts, and instant messaging.

Please refer to Offense #17 for cyberbullying violations that occur away from school or after school hours.

Harassment

Students will not harass or subject another student to any other form of physical, verbal, or nonverbal harassment.

Harassment may be defined as offensive behavior (physical, verbal, social, emotional, and/or relational) that intentionally targets a specific person or persons. Harassment includes, but is not limited to, behavior that intentionally targets another based on race, religion, gender, disability, or national origin.

Examples of harassment include but are not limited to:

Harassment or intimidation motivated by any actual or perceived characteristic including race, color, ethnicity, religion, gender, disability, age, gender identity, sexual orientation, ancestry, national origin, physical attributes, socioeconomic status, physical or mental ability, or by any other distinguishing characteristic;
Public humiliation;
Social isolation.

Hazing

Students will not haze or subject another student to any other form of physical, verbal, or nonverbal hazing (O.C.G.A. § 16-5-61).
Hazing may be defined as the practice of rituals and other activities involving harassment, abuse or humiliation used as a way of initiating or raising the rank of a person into a group. ***Hazing happens regardless of a person's willingness to participate.***

Examples of hazing include but are not limited to:

Physical or verbal harm/degradation/abuse;
Theft/Destruction of personal property for the purpose of bullying, harassing, or intimidating;
Public humiliation;
Intimidation/domination.

School officials will address each act of bullying/harassment/discrimination/hazing that is reported or of which they otherwise become aware.

Disciplinary action after the first incident of bullying may include, but is not limited to, the following:

Counseling;
oss of a privilege;
Reassignment of seats in the classroom, cafeteria, or school bus;
Reassignment of classes;
Detention;
In-school suspension;
Out-of-school suspension (through appropriate due process hearing);
Expulsion (through appropriate due process hearing); and
Assignment to an alternative school (through appropriate due process hearing).

A student who has engaged in bullying should be given an age-appropriate consequence which will include, at minimum and without limitation, disciplinary action or counseling as appropriate under the circumstances.
Students in grades six through twelve found to have committed the offense of bullying for the third time in a school year shall at a minimum be assigned to an alternative school through appropriate due process hearing by disciplinary Hearing Officers, panels, or tribunals (O.C.G.A. § 20-2-751.4).

Schools should clearly communicate to all parties that any retaliation following or related to a report of bullying is strictly prohibited and may result in strong disciplinary action.

It should be noted that bullying does not involve actions that are solely the result of a mutual conflict. Please refer to other offense codes for violations that do not constitute bullying. For more information on bullying, harassment and hazing violations, please see pages 67-73, 76-79, 94-95.

E EMENTARY SCHOO CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 – Suspension of 6-10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

8. RUDE/DISRESPECTFU BEHAVIOR AND/OR REFUSA TO CARRY OUT INSTRUCTIONS

A. Rude or Disrespectful Behavior

Students will be courteous and not use inappropriate language, behavior, or gestures, including vulgar/profane language, toward teachers, administrators, bus drivers, other school personnel, other students, or persons attending school-related functions.

E EMENTARY/MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 - Suspension of 6 - 10 days with a contract**

B. Refusal to Follow Instructions of Faculty or Staff Member/Insubordination

Students will follow the instructions of teachers, school administrators, or other staff members (e.g., will not refuseto leave an area, refuse to stop aggressive behavior, refuse to stop disruptive behavior).

E EMENTARY/MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 - Suspension of 6 - 10 days with a contract**

9. UNEXCUSED ABSENCES AND/OR TRUANCY

Students will attend school unless their absence is explicitly excused and will not participate in truancy. Excused absences are defined by District Policy JB which also requires submission of appropriate documentation. Georgia law allows absences to be excused as follows: personal illness; serious illness or death in the family; religious holiday; instances in which attendance could be hazardous as determined by the DeKalb County School District; registering to vote/voting in a public election; tests and physical exams for military service and the National Guard; and other such absences as provided for by law or by the local Board of Education. Georgia law also provides for special treatment of absences in the following circumstances:

Georgia law provides up to 5 days of excused absences for students whose parents are in the armed forces and who are called to duty or home on leave from overseas deployment in a combat zone.

Students serving as Pages of the Georgia General Assembly will be counted as present for days missed from school forsuch service.

Students volunteering to work as poll officers in the Student Teen Election Program (STEP) will be counted present forup to two (2) days of service in that program.

Foster care students attending court proceedings related to their foster care shall be credited as present for any day(s) orportion of a day missed from school for that purpose.

2022-2023 Attendance Protocol *The Attendance Protocol/Consequences are subject to change at any time.	
Number of Absences	**Action**
1-2	School notifies (phone call, email, parental contact) the parent of absences and documents the outcome in Infinite Campus contact log.
3	The Attendance Protocol Manager (APM), attendance secretary, registrar, or principal's designee will send a three- day letter to the parent/ guardian informing them of their child's absence.
4-5	The Attendance Protocol Manager (APM) should meet with the school attendance team (SAT) regularly and completeany necessary interventions. The APM, SAT, and or member of the SAT will complete a student interview, parent conference (via phone or in person), and complete the Attendance Intervention Summary Form. * *Members of the SATshould include an administrator, school counselor, school social worker, student support person, and any other principal designee.*
6	The APM will send a six-day unexcused attendance letter to the parent/guardian, informing them of consequences of continued absences.
8	An Infinite Campus referral should be submitted to the school social worker, accompanied by the three and six-day letters, and the Attendance Intervention Summary Form.

NOTE: State law provides that any parent/guardian who does not comply with compulsory attendance mandates (O.C.G.A § 20-2-690.1) shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine not less than $25.00 and not greater than 100.00, imprisonment not to exceed 30 days, community service, or any combination of such penalties, at the discretion of the court having jurisdiction. Each day of absence from school in violation of this section after the child's school system notifies the parent/guardian of five unexcused days of absence shall constitute a separate offense. State law also requires students 16-17 years of age to have written permission from their parent or guardian to withdraw/drop out of school (O.C.G.A. § 20-2-690.1).

NOTE: Students WI NOT be suspended for attendance-related infractions only.

Poor attendance can keep children from reading proficiently by the end of third grade, which is shown to negatively affect their chances of graduating on time. ~American Graduate

10. SKIPPING C ASS OR REQUIRED ACTIVITIES

Students will attend school and activities as directed and will not skip classes or required school activities. If students do not report to class/required school activity or leave school or school property without permission from an administrator, they are in violation of this offense.

The following applies to all skips:

School Action Per Occurrence* *The Attendance Protocol/Consequences are subject to change at any time.	
Number of Skips	**Action**
1 - 2	Student receives a warning. Teacher is responsible for contacting the parent(s).
3 - 6	Student receives 1-day detention or comparable consequence. Referred to the counselor who is responsible for contacting the parent(s).
7 - 10	Student receives a discipline referral and 1 day in-school suspension (ISS) or comparable consequence. School to schedule a student/parent conference for the purpose of signing an attendance contract.
11+	Student receives a discipline referral and ISS or comparable consequence. Parent contacted and referral to counselor and social worker. Student is given choice of ten (10) days ISS, alternative school/program placement, or comparable consequence.

NOTE: Students WI NOT receive out-of-school suspension for attendance-related infractions only.

11. C ASSROOM DISTURBANCE

Students will avoid any behavior that disrupts class instruction, distracts students and/or teachers, or creates a dangerous or fearful situation for students and/or staff including but not limited to talking, loud interruptions, repeated defiance, etc.

E EMENTARY SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 – Suspension of 6-10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

12. SCHOO DISTURBANCE

Students will respect the school as a place of learning and will not engage in acts that cause or may cause a material and substantial disruption of the school and/or threaten the safety or well-being of other students. Prohibited acts include, but are not limited to, walk-outs, sit-downs, **rioting/chaos**, picketing, trespassing, inciting disturbances, pranks, **terroristic threats**, **gang-related activities**, threats to the school, **bomb threats**, **pulling fire alarm**, **calling 911**, and actual violence during period of disruption, etc.

A. General School Disturbance

Students will not engage in acts that cause or may cause disruption of the school and/or threaten the safety or well-being of other students. Prohibited acts include, but are not limited to walk-outs, sit-downs, picketing, trespassing, inciting disturbances, and/or food fights, etc.

B. Threats/Intimidation

Students will not engage in acts of school-wide threats and/or intimidation. Prohibited acts include, but are not limited to threatening pranks, terroristic threats, bomb threats, rioting/chaos, pulling fire alarm, calling 911, and actual violence during period of disruption, etc.

C. Gang Related Activities

Students will not engage in acts of gang-related activities and affiliations. Prohibited acts include wearing, displaying, or possessing gang-related apparel, accessories, tattoos, or other markings; conveying membership or affiliation with a gang; gang-related solicitation; violence; threats; activity that interferes with the orderly operation of schools; defacement of school or personal property by painting, tagging, marking, writing, or creating any form of graffiti, etc.

E EMENTARY SCHOO CONSEQUENCES:	
Minimum:	**evel 3 - In-School Suspension of 1-3 days**
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 – Suspension of 6-10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 3 - In-School Suspension of 1-3 days**
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

The DeKalb County School District believes that school should be a safe place for students to learn and grow. Distractions caused by gangs and similar organizations are a direct threat to the safety and security of students and disrupt the learning environment. Therefore, the DeKalb County School District **strictly prohibits** all activities related to gangs and other organizations that engage in unlawful or delinquent behavior. The School District provides support for students affected by gang activity. A student **will not**, by use of violence, force, coercion, threat of violence, or gang activity, cause disruption or obstruction to the educational process. "Gang-related activities" are acts by a group of students or an individual student representing the group, which can or may cause danger/disruption to the school environment and/or threaten the safety of students, faculty, or other employees of the school district. Prohibited behavior includes, but is not limited to:

Displaying gang signs and symbols on personal and school property
Wearing clothing that symbolizes gang affiliation (shirts, hats, bandanas, belts, jewelry, etc.);
Displaying gang hand-signs, tattoos / brands, and/or other adornments which symbolize gang affiliation;
Defacing school property with gang graffiti (furniture, walls, buses, buildings, structures, etc.);
Using electronic devices (computers, cellular phones, camera/video phones, video cameras, camcorders, MP3 players, etc.) for the purpose of documenting, disseminating, or transmitting gang activity, threats, and/or planned violent behavior;
Engaging in any criminal offense involving violence, possession of a weapon and/or use of weapon which includes, but is not limited to, gang recruitment, intimidation, and premeditated/planned school disturbances that may place students, faculty, and staff in reasonable fear of receiving bodily injury.

A gang is a formal or informal organization, association, or group consisting of three or more persons who engage in activities that threaten the safety of students, staff, volunteers, visitors, or others; that compromise the general school order or its activities; and/or that interfere with the School District's educational mission. Individuals associated with a gang may share a common name or common identifying signs, symbols, tattoos, graffiti, or attire or other distinguishing characteristics.

Students who participate in gang-related activities, as defined in this section, will be charged with Offense #12 Gang Related Activity. Upon being found in violation of this offense, the student will be referred to a District due process hearing, which may result in suspension, referral to an alternative school or expulsion. In addition, the student will be referred to mandatory gang prevention counseling. Parents, law enforcement and other appropriate persons will be notified any time a student is suspected of being involved in gang-related activity. Students who participate in gang-related activities may be subject to consequences set forth in state law (O.C.G.A. §§ 16-15-3, 16-15-4). **Students who feel bullied, threatened, or unsafe at school because of gang activity should report their concerns to a teacher, counselor, principal, assistant principal, or the Georgia Department of Education's anonymous hotline number to report gang-related activity by calling 1-877-SAY-STOP (1-877-729-7867)** or the **DeKalb County School District Alert ine at 1-888-475-0482.** Students who want to leave a gang should contact a principal or a staff member whom they trust for guidance and support services. The school or School District may provide students and parents with information on community organizations that assist students in leaving gangs.

13. PROFANITY/OBSCENITY

Students will respect themselves and others and will not engage in conduct that includes, but is not limited to, cursing; profane, vulgar, obscene, offensive words or gestures; spitting on another person; possession of obscene material/pornography; and profane, vulgar, or obscene comments or actions. Offensive language may include, but is not limited to, disparaging statements on the basis of national origin, disability, race, ethnicity, gender, sex, gender identity, age, pregnancy status, and/or sexual orientation.

E EMENTARY CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 - Suspension of 6 - 10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

14. FAI URE TO ACCEPT DISCIP INARY ACTION

Students will accept disciplinary action and not refuse or fail to serve detention, in-school suspension, or any other disciplinary action imposed by a teacher or school administrator.

E EMENTARY SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 – Suspension of 6-10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

15. CHRONIC TARDINESS

Students will attend school and school activities on time and will not demonstrate chronic tardiness. Being repeatedly late to school, class, or a school activity constitutes a violation of this section.

The following applies to all unexcused tardies:

Number of Tardies	School Action Per Occurrence* *The Attendance Protocol/Consequences are subject to change at any time.
1 - 2	Student receives a warning. Teacher is responsible for contacting the parent(s).
3 - 6	Student receives one day detention or comparable consequence. Referred to the counselor who is responsible for contacting the parent(s).
7 - 10	Student receives a discipline referral and 1 day in-school suspension (ISS) or comparable consequence. School to schedule a student/parent conference for the purpose of signing anattendance contract.
11+	Student receives a discipline referral and ISS or comparable consequence. Parent contacted and second discipline and counselor referral completed. Student is given choice of ten (10) days ISS, alternative school/program placement, or comparable consequence.

NOTE: Students WI NOT receive out-of-school suspension for attendance-related infractions only.

If a student is 10 minutes late to school each day, this adds up to missing more than 33 hours of class time. ~American Graduate

16. BUS MISBEHAVIOR

NOTE: See Bus Expectations/Bus Stop Rules/Bus Matrix (pages 49-51)

Students will do their part to ensure safe and orderly bus operations and will not engage in behavior that includes, but is not limited to, any behavior that disrupts or distracts a bus driver, or causes a dangerous situation for a bus driver and/or students, or that disturbs the orderly operation of a bus, or that creates a dangerous situation for vehicles operating near a bus. Prohibited bus behaviors also include the use of any electronic devices during the operation of a school bus, including but not limited to cell phones, audible electronic devices, or similar devices without headphones; or the use of any other electronic device in a manner that might interfere with the school bus communication equipment or the school bus driver's operation of theschool bus. Prohibited bus behaviors also include the use of mirrors, lasers, flash cameras, or any other lights or reflective devices in a manner that might interfere with the school bus driver's operation of the school bus. Violations that occur involving the school bus and/or incidents that occur while students are on the way to school (bus stop/neighborhood) or returning from school (bus

stop/neighborhood) may result in direct intervention by the school. (See Bus Referral Matrix Page 51)

Per O.C.G.A. 20-2-751.5, if a student is found to have engaged in bullying, physical assault or battery of another person on the school bus, a meeting should be held between student's parent/guardian and school officials to form a school bus behavior contract for the student. Such contract shall provide for progressive age-appropriate discipline, penalties, and restrictions, and may include but shall not be limited to assigned seating, ongoing parental involvement, and suspension from riding the bus.

E EMENTARY CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 - Suspension of 6 - 10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

17. CONDUCT OUTSIDE OF SCHOO HOURS OR AWAY FROM SCHOO

The following applies to student behavior including conduct that occurs outside of school hours; off school or district property and transportation; during virtual instructional days, weekends, holidays, or school breaks; and without the use ofdistrict-owned/provided technology, software, and networks.

A. Off-Campus Misconduct

Students will not engage in any off-campus behavior that could result in the student being criminally charged with a felony (or punishable as a felony if committed by an adult) and which makes the student's continued presence at school a potential danger to persons or property at the school or which disrupts the educational process.

B. Cyberbullying

Cyberbullying applies to the use of electronic communication, *whether such electronic act originated on school property or with school equipment*, if the electronic communication:

(1) is directed specifically at students or school personnel;
(2) is maliciously intended for the purpose of threatening the safety of those specified or substantially disrupting the orderly operation of the school; and
(3) creates a reasonable fear of harm to the students' or school personnel's person or property or has a high likelihood of succeeding in that purpose.

Electronic communication includes but is not limited to any transfer of signs, signals, writings, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo optical system.

E EMENTARY CONSEQUENCES:
Minimum: evel 4 - Suspension 1-5 days
Maximum: evel 5 - Suspension of 6 - 10 days with a contract
MIDD E/HIGH SCHOO CONSEQUENCES:
Minimum: evel 5 – Suspension of 6-10 days with a contract
evel 6 – ong-Term Suspension Maximum:
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process

NOTE: A student attempting to enroll/re-enroll into school who is or may be criminally charged with a felony or a designated felony as defined by O.C.G.A. § 15-11-63 must be referred directly to the Department of Student Relations and subject to the Student Placement Protocol as described on pages 59-60.

18. GAMB ING

Students will not engage in acts of gambling including, but not limited to, betting money or other items on card games, dice games, or the outcome of games or activities, and/or possession of gambling materials or paraphernalia.

E EMENTARY CONSEQUENCES:
Minimum: evel 2 - Strategies (see pages 54-55)
evel 3 - In-School Suspension of 1-3 days
evel 4 - Suspension 1-5 days
Maximum: evel 5 – Suspension of 6-10 days with a contract
MIDD E/HIGH SCHOO CONSEQUENCES:
Minimum: evel 2 - Strategies (see pages 54-55)
evel 3 - In-School Suspension of 1-3 days
evel 4 - Suspension 1-5 days
evel 5 – Suspension of 6-10 days with a contract
evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7.

19. REPEATED VIO ATIONS/CHRONIC MISBEHAVIOR/VIO ATION OF PROBATION

A. Repeated Violations/Chronic Misbehavior

Students will address any misconduct by working to improve their behavior and will not engage in behavior that repeatedly or chronically disrupts or disturbs the educational process, the orderlyoperation of school, school activities, school buses, or other school operations that constitutes a violation of the *DCSD Code of Student Conduct*. A "chronic disciplinary problem student" is defined by law as a student who exhibits a pattern of behavioral characteristics which interfere with the learning process of students around him or her andwhich are likely to recur. This may be demonstrated by repeated violations of the *DCSD Code of Student Conduct*, but may also be shown by other behaviors of the student. Before a student may be charged with such a violation, the student must be warned of possible consequences and have three documented referrals including, but not limited to a school counselor, school social worker, and/or other appropriate resource personnel. In addition, the parents/guardian must be contacted about the misbehavior, be given an opportunity to observe their child in school and be given an opportunity to participate in developing a student discipline correction plan.

When a student is identified with a Chronic Disciplinary Problem:

1. The principal shall notify the student's parent or guardian of the discipline problem by telephone AND by certified or first-class mail or statutory overnight delivery; AND
2. The parent or guardian shall be invited to observe the student in a classroom setting; AND
3. At least one of the parents or guardians shall be requested to attend a conference with the principal or their designee to devise a disciplinary and corrective action plan/probation contract; AND
4. Before a student may be charged with a violation of this section the school must further document that the student has been warned of possible consequences of their chronic behavior, that a disciplinary and corrective action plan/probation contract had been implemented prior to the violation (or documentation that the parent or guardian did not co-operate in the process), and support provided to the student by at least three separate referrals to three different resources: school

counselors, social workers, mentors, MTSS/RTI, Positive Behavioral Supports, Restorative Practices, GRIP, or other interventions in the student's behavior plan; AND

5. Before any chronic disciplinary problem student is permitted to return from suspension or expulsion, the school to which the student is to be readmitted should request by telephone call and by either certified mail with return receipt requested or first-class mail that at least one (1) parent or guardian schedule and attend a conference with the principal or designee to devise a disciplinary and behavioral correction plan/probation contract. At the discretion of the principal or designee, a teacher, counselor, or other person may attend the conference. The principal will note the conference in the student's permanent file. Failure of the parent or guardian to attend such conference shall not preclude the student from being readmitted to the school.

E EMENTARY SCHOO CONSEQUENCES:	
Minimum:	**evel 3 - In-School Suspension of 1-3 days**
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 – Suspension of 6-10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 3 - In-School Suspension of 1-3 days**
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

B. Violation of ocal School and/or District-Wide Probation

Students will follow school rules and will not disregard District and local school rules while they are on local school or District-wide probation. Failure to follow **all** District and local school rules could result in possible long-term suspension or expulsion.

E EMENTARY/MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 3 - In-School Suspension of 1-3 days**
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6 -10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

20. PARKING AND TRAFFIC VIO ATIONS

Students will adhere to all traffic and parking rules and will not violate parking and traffic guidelines if they drive a vehicle to school. Students who choose to park a vehicle on school property must purchase a parking permit, display the decal sticker on their vehicle, park in their assigned spot, and comply with all parking and traffic regulations issued by the school or School District. Parking on school property without a permit or with an expired permit, engaging in reckless or careless operation of a vehicle on or near school property or near a school bus, or failing to comply with all parking and traffic regulations issued by the school or School District will constitute aviolation of the *DCSD Code of Student Conduct*. **Parking permits must be renewed upon expiration.**

HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

NOTE: Penalty may include revocation of parking permit or towing of vehicle off campus at the student's expense.

21. OITERING OR GOING ON ANY SCHOO CAMPUS WITHOUT AUTHORIZATION/TRESPASSING/BREAKING AND ENTERING

Students will respect school property and will not enter the premises of a school other than their own school, unless prior permission is received from an administrator of the school to be visited, or unless the school is hosting a school-related function, such as an academic or athletic activity. A student will not enter or remain in any school or district building on weekends or after school hours without authorization or permission.

NOTE: When a student refuses to leave any school property and/or returns to any school propertyafter being instructed by school staff or law enforcement staff to leave the property, the student will be in violation of this section and the matter may be handled by law enforcement.

E EMENTARY CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 - Suspension of 6 - 10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

22. PROVIDING FA SE INFORMATION

Students will act ethically and honestly and will not engage in an act of providing false information including, but not limited to, falsifying school records, forging signatures, making, or providing false statements, to teachers, administrators or other School District personnel, cheating, bribery, or using an unauthorized computer user ID or password. **Students are prohibited from falsifying, misrepresenting, omitting or erroneously reporting information to legal authorities, teachers, administrators, or other School District personnel regarding instances of alleged inappropriate behavior by a teacher, administrator, or other School District employee.**

E EMENTARY CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 - Suspension of 6 -10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 6-10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

23. GENERA SEXUA MISCONDUCT/SEXUA HARASSMENT/SEXUA BATTERY

Students will show respect for self and others and will not engage in inappropriate bodily contact of a sexual nature. This offense prohibits sexual conduct between or among students and between or among a student and School District employees or visitors on school property or at any schoolactivity or event, including, but not limited to, consensual sexual contact, nonconsensual sexual contact, sexual assault, unwelcome sexual advances or comments, request for sexual favors and/or indecent exposure.

Reports or complaints of sexual harassment under Title IX should be promptly reported to the principal or Title IX coordinator per District Policy JCAC. Additional information regarding the District's Title IX contacts and reporting, formal complaint and investigation procedures can be found at: https://www.dekalbschoolsga.org/hr/employee-relations/ and by emailing titleixcoordinator@dekalbschoolsga.org.

A. General Sexual Misconduct

Students will not willingly participate in any form of sexual activity, expose one's intimate body parts, take part in any inappropriate public displays of affection, lewd behavior (i.e., "moon"), etc.

B. Sexual Harassment

Students will not engage in any sexual remarks or unwelcome comments directed towards or not directed towards individuals, physical advances, requests for sexual favors or otherwise violate the District Sexual Harassment Policy.

Reports or complaints of sexual harassment under Title IX should be promptly reported to the principal or Title IX coordinator per District Policy JCAC. Additional information regarding the District's Title IX contacts and reporting, formal complaint and investigation procedures can be found at: https://www.dekalbschoolsga.org/hr/employee-relations/ and by emailing titleixcoordinator@dekalbschoolsga.org.

C. Sexual Assault or Battery

Students will not engage in any indecent behavior including, but not limited to rape, statutory rape, fondling, child molestation, sodomy, making physical contact with the intimate parts of the body of another without that person's consent or other offenses outlined within Georgia code, Chapter 16, Title 6.

E EMENTARY SCHOO CONSEQUENCES:	
Minimum:	**evel 3 - In-School Suspension of 1-3 days**
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 – Suspension of 6-10 days with a contract**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 2 - Strategies (see pages 54-55)**
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
	evel 5 – Suspension of 10 days with a contract
	evel 6 – ong-Term Suspension
Maximum:	**evel 7 – Expulsion**
A required 10-day suspension must be served and a due process hearing held for evel 6-7.	

24. STUDENT IDENTIFICATION CARD VIO ATION

Students will participate in ensuring that their presence on school grounds is permitted and will not be present on school grounds or attend any school event without proper student identification whenever required. If mandated by the local school, DeKalb County high school students must carry ID cards while on school property and at any school event. A suspected non-student with no ID card will be asked to leave the school grounds, with police assistance if needed. Students who are not in possession of their ID cards are in violation of this section. Students must pay for replacement ID cards**.**

E EMENTARY CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
Maximum:	**evel 3 - In-School Suspension of 1-3 days**
MIDD E/HIGH SCHOO CONSEQUENCES:	
Minimum:	**evel 1 - Conference**
	evel 2 - Strategies (see pages 54-55)
	evel 3 - In-School Suspension of 1-3 days
	evel 4 - Suspension 1-5 days
Maximum:	**evel 5 - Suspension of 6 - 10 days with a contract**

25. STUDENT DRESS CODE VIO ATION

Students are expected to wear clothing that is suitable for school and adheres to the student dress code. Students are not permitted to wear any look alike garments that are illegal (i.e., bullet-proof vests, etc.) on school grounds or at school events. **A** students are expected to wear clothing that limits safety concerns and that adheres to the student dress code found on pages 82-83 of this handbook and any additional requirements listed in local school regulations.

The following penalties apply to A student dress code violations:

Number of Offenses	Actions of the School
First Offense	Verbal reprimand, contact parent and In-School Suspension (ISS) until end of day or until the parent can bring suitable clothing.
Second Offense	Required parent conference and In-School Suspension (ISS) until end of day or until the parent can bring suitable clothing.
Third Offense	Contact parent and In-School Suspension (ISS) until end of day or until the parent can bring suitable clothing, local probation and/or parent attends classes with student in lieu of ISS. Chronic violation of dress code will result in the charge of #19a – Repeated Violation of school rules and a behavior contract specific to complying with the DCSD Dress Code;

26. UNSAFE ACTION

Students will show respect for the health and wellbeing of themselves and of others and will not commit any action that has the potential to cause danger or physical harm to themselves or to others, to include exiting a moving school bus, exiting a school bus by way of the emergency exit (when an emergency does not exist), attempting to elude school officials by running through a parking lot or any traffic area, climbing on the roof of buildings, being in construction areas, boiler rooms, attics or elevator shafts, any knockout style punches to an unsuspecting victim, or **TikTok Challenges**, failure to wear Personal Protective Equipment (PPE) when required, or any action that has the potential for physical harm to self or others. This rule will only apply when the unsafe behavior does not meet the standards of any other violation.

E EMENTARY/MIDD E/HIGH SCHOO CONSEQUENCES:
Minimum: evel 5 – Suspension of 6-10 days with a contract
evel 6 – ong-Term Suspension
Maximum: evel 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for evel 6-7

DeKalb County School District Transportation Student Bus Expectations

BUS	*BE SAFE*	*BE RESPONSIB E*	*BE RESPECTFU*
Waiting for the Bus	Stand on sidewalk Be watchful of traffic Wait for Driver directions	Arrive 10 minutes early ine up appropriately Wait in a quiet and orderly manner	Keep hands, feet, and objects to self and out of aisle Stay off private property
Entering the Bus	Allow bus to stop completely Board bus in an orderly manner Hold the handrail	Be seated quickly and slide over Remain seated	Greet the bus driver Be respectful of others and their property Use inside voice
Riding the Bus	Stay seated at all times Keep aisles and emergency exits clear Keep self and objects inside the bus Silence at railroad crossings	Keep food and drink in your bag Keep bus clean Follow Driver directions Practice orderly conduct	Keep hands, feet, and objects to self and out of aisle Ask permission to open windows Use appropriate language and topics
Exiting the Bus	Remain seated until bus stops eave bus in an orderly manner Cross in front of bus Hold the handrail	eave at your assigned bus stop Take belongings with you eave the bus stop in an orderly manner	Keep arm's length between you and person in front of you Use inside voice
Evacuation of the Bus	Stay quiet isten for directions from Driver eave belongings on bus	Follow Driver directions Help others when appropriate	Exit quickly and safely

BUS AND BUS STOP RU ES

Students are expected to observe the following rules for safety and courtesy on the bus and at the bus stop.

AT THE BUS STOP

Arrive at the assigned stop ten (10) minutes before bus pickup
Stand on the sidewalk or the edge of the street by the curb
Stay off private property
Do not stand on the part of the road reserved for vehicles
Be respectful and watchful of traffic
Wait in a quiet and orderly manner

WHEN THE BUS ARRIVES

Allow the bus to come to a complete stop
Board the bus in a quiet and orderly manner

ON THE BUS

Remain seated at all times until time to get off bus
Remain silent at railroad crossings
Cooperate with the driver and practice orderly conduct
Do not bully, harass, or haze other students
No profanity or obscene behavior
No smoking
No eating or drinking
No vandalism
No body parts outside bus
No radio, tapes, or electronic audio/video devices without headphones
No cell phone use at any time
No live animals
No unsafe objects or weapons
No throwing of items from the bus or on the bus

EAVING THE BUS

Remain seated until the bus comes to a complete stop
eave the bus in an orderly manner
eave at your assigned bus stop
Cross in front of the bus
eave the bus stop in an orderly manner

Violations that occur involving the school bus and/or incidents that occur while students are on the way to or returning from school, whether at the bus stop or in the surrounding neighborhood may result in direct intervention by the school. (See Bus Matrix Page 53)

BUS REFERRA MATRIX FOR A STUDENTS

INAPPROPRIATE BEHAVIOR OR VIO ATION OF BUS RU ES	First Offense	Second Offense	Third Offense	Fourth and Succeeding Offense
Delaying the bus schedule	evel 1 (All)	evel 2 (All)	evel 3 (All)	evel 4 (All)
Not sitting in the seat	evel 1 (All)	evel 2 (All)	evel 3 (All)	evel 4 (All)
Playing radio, tape, CD, IPOD, MP3 without earphones	evel 1 (All)	evel 2 (All)	evel 3 (All)	evel 4 (All)
Disrupting the bus (Excessive Noise)	evel 1 (All)	evel 2 (All)	evel 3 (All)	evel 4 (All)
Using inappropriate language (Cursing, name calling directed toward student or adult)	evel 1 (All)	evel 2 (All)	evel 3 (All)	evel 4 (All)
Bullying/Harassment/Discrimination/ Hazing	evel 2 (All)	evel 3 (All)	Alternative School* (MS/HS)	Alternative School* (MS/HS)
Hitting other students	evel 2 (All)	evel 3 (All)	evel 4 (All)	evel 5 (All)
Throwing objects in the bus	evel 2 (All)	evel 3 (All)	evel 4 (All)	evel 4 (All)
Throwing objects out of the bus window (Without damage to property)	evel 2 (All)	evel 3 (All)	evel 4 (All)	evel 4 (All)
Vandalism (Includes vandalism resulting from an object being thrown from the bus) Damage under $100	evel 4 (All) Damage under $100	evel 5 (All)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)
Fighting (NO HITTING ZONE)	evel 4 (ES) evel 5 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)
Violating the alcohol/drug policy (Possession/Use)	evel 5 (All)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)
Violating the alcohol/drug policy (Distribution)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)
Vandalism (Includes vandalism resulting from an object being thrown from the bus) Damage over $100	evel 5 (ES) evel 6 (MH) Damage over $100	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)
Exiting the emergency exit while in route	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)
Assault	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)
Multiple Assault (Physical assault by 2 or more students acting together)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)
Inciting to Riot/Chaos	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 6 (MH)
Possession of a Weapon, other than a Firearm	evel 5 (ES) evel 6 (MH)	evel 5 (ES) evel 7 (MH)	evel 5 (ES) evel 7 (MH)	evel 5 (ES) evel 7 (MH)
Possession of a Firearm	**Expulsion (All)**	**Expulsion (All)**	**Expulsion (All)**	**Expulsion (All)**

***O.C.G.A**. § **20-2-751.4**
Consequences for evels 1, 2, 3, & 4 are bus specific and do not include a school suspension.
Consequences for evels 5, 6 & 7 require a bus suspension and a school suspension.
(ES)-Elementary School Students Only, (MH) Middle and High School Students, (All)-Elementary, Middle and High School Students

EXP ANATION OF BEHAVIORA STRATEGIES, DISCIP INARY OPTIONS, AND CONSEQUENCES

SCHOO -INITIATED CONSEQUENCES

Each school is responsible for following the *DCSD Code of Student Conduct* and applying the appropriate consequencelevels and corrective strategies.

evel 1 Conference: *Administrator and/or teacher communicate(s) with the student's parent or counselor by phone, email, written notes, or person to person about the discipline concern.*

Staff members may conduct a conference among any combination of the following:
Teacher/Student
Teacher/Parent
Teacher/Counselor
Teacher/Student/Administrator
Teacher/Student/Counselor/Parent
Administrator/Student
Administrator/Parent
Telephone Conference with Administrator/Parent
Telephone Conference with Teacher/Parent
Other parties as deemed necessary

evel 2 Strategies: *A strategies should be age appropriate and behavior specific.*
Build relationships that support academic achievement
Discussion about expectations; Review classroom procedures and expectations
Eye contact
Proximity; High levels of supervision
Verbal warning; Pre-teaching of expectations
Mentoring
Consultation with grade level teams/school counselor/school psychologist/case manager for students with disabilities for classroom/individual behavior management ideas
Restorative practices
Teach Pro-Social behaviors; and Use of safe place for students to retreat to help self-regulate
For dress code: Parents/guardians may be asked to bring clothing or school may provide alternative clothing for student to wear.

evel 3 Strategies: *A strategies should be age appropriate and behavior specific.*
*Programs may be available based upon DeKalb County School District budgetary mandates.

Targeted Behavioral Contract	A written contract or plan for the student with stated goals, objectives, and outcomes for the student to develop necessary skill to address the stated behavior concern
Detention	Detaining a student for disciplinary reasons before or after school hours (including Saturdays)
In-School Intervention	May include, but is not limited to, Saturday School, work assignment, behavior essays or transportation restriction
Probationary Contract	Written statement which lists steps to be taken to improve behavior and describes the support to be provided by school staff and/or parent/guardian as well as the date the contract will be reviewed and must be signed by the student and parent/guardian
ockout	Designated area on campus where students who are disruptive in class or tardy to class are assigned for the remainder of the period in which the infraction occurred
Mediation	Referral to conflict mediation
Mentoring	An agreed upon adult or student who provides consistent support, guidance, and help to a student who needs a positive role model.
Discipline Warning etter to Parents	Write-up for the discipline offense with a defined period of good behavior to prevent suspension
Progress Report	A progress report or assignment sheet which gives the student and parent the opportunity to track the student's academic and behavioral progress in each of his/her class for a specified period of time
Referral	Referral to School Counselor, Student Support Team, Student Support Services, School Social Worker, IEP Review, Attendance Staff, or other appropriate personnel
Restricted Activity	Denial of participation in school activities and extra-curricular events or the use of common areas or other parts of the school
Restorative Practice	A structured process guided by a trained facilitator in which the participants in an incident examine the intended and unintended impact of their actions and decide on interpersonal remedies to repair harm and restore relationship

Shadowing	Parent/guardian attends class with their child at school for an agreed upon time during the school day.
Staffing	Meeting of school personnel and perhaps other individuals to consider the behavior of the student and make recommendations
Substance Abuse Education & Conflict Resolution	Required participation in ***GRIP Program (Growing Responsibly, Increasing Possibilities)**
Time-Out	Temporary denial of a student's right to attend class

ADDITIONA STRATEGIES - SCHOO DETERMINES USE

Anecdotal Record (Teacher Record)Behavior Checklist
Referral to Communities in Schools
Counseling
imit Movement (Provide Supervision)
Referral to School Psychologist
Moving the Student's Seat in Class/on the Bus Review for Possible Exceptional Ed. Placement
Parent Visit the School and Shadow the StudentReview for Possible 504 Plan
Parent Accompany Student to the Bus StopTutoring
Referral to School Nurse
Written Disciplinary AssignmentsSchedule Change
*Modification of the School Day
Revisit IEP/Section 504 Plan for Additional ModificationsInvolvement of Outside Agency (Initiated by parent) Evaluation

**Used only after demonstrated exhaustion of intervention supports through Tier 3 were provided and documented with fidelity, or an IEP or 504 plan was created and indicates that this is an agreed upon accommodation.*

SCHOO - INITIATED CONSEQUENCES

NOTE: *Suspensions may consist of in-school, out-of-school or bus suspensions as deemed appropriate by school administrators.*

evel 3 **In-School Suspension (1-3 days): School initiated suspension**

evel 4 **Suspension of 1-5 days; School initiated suspension**

evel 5 **Suspension of 6-10 days (with contract); School initiated suspension with Targeted Behavioral Contract**

evel 6 **ong-Term Suspension/District Due Process Hearing Required**

evel 7 **Expulsion/District Due Process Hearing Required**

DEFINITIONS OF TYPES OF DISCIP INE

IN-SCHOO SUSPENSION

"In-school suspension" means the removal of a student from regular classes and assignment to an in-school suspension setting in the local school. The student's teachers send class assignments to in-school suspension. **The student may not attend or participate in extracurricular activities while assigned to in-school suspension.**

A teacher may request that a student who has been assigned to in-school suspension be allowed to attend their class (such as lab classes). The granting of this request is limited to cases where it is extremely important that a class not be missed or where a class cannot be made up at a later date. The principal has the final decision.

For minor offenses, in lieu of in-school suspension, and upon student or parent request, students may be given the option of school service (i.e., picking up trash on the school grounds, cleaning lunchroom tables, etc.), provided the school service is age-appropriate, supervised, and does not include restroom duties.

OUT-OF-SCHOO SUSPENSION

"Short-term suspension" means the removal of a student from school (or school bus) for 1-10 school days, as imposed by the school administrator.

School work missed during 1-3 day suspensions may be made up when the student returns to school. For suspensions of 4-10 school days, parents/guardians may request schoolwork and pick up the schoolwork during school hours. A student on short-term suspensionis not allowed on school property and may not participate in any school activities or school functions.

" ong-term Suspension" means the removal of a student from school (or school bus) for more than ten school days but not beyond the current school semester. A District due process hearing is required for imposition of long-term suspension. A student on long-term suspension who has not been referred to an alternative school may not receive homework, make up work, or take semester exams unless allowed to do so by the Hearing Officer, Superintendent/Designee or the Board of Education. A student on long-term suspension is not allowed on school property and may not participate in any school activities or school functions.

In some cases (limited to one per student per academic year), the principal may temporarily postpone a student's suspension if the offense was committed at a critical time in the academic calendar (i.e., immediately before final exams). This **does not** apply to offenses that are violations of state or federal law or that involve weapons, violence, or drugs.

EXPU SION

"Expulsion" means the removal of a student from school (or school bus) for a specified period of time beyond the current semester. A District due process hearing is required for imposition of expulsion. During an expulsion, a student may or may not be allowed to attend an alternative school or virtual school.

A TERNATIVE SCHOO

A student who is removed from his/her local school for more than ten (10) school days may be assigned to an alternative school for instruction, academic support, and counseling. Alternative school enables a student to take academic classes that allow the student to keep up with the course credit requirements toward graduation. **The student must attend and successfully complete their alternative school assignment and may not return to their local school or any other school or attend any extracurricular activities while attending an alternative school pursuant to a long-term suspension or expulsion.**

Students cannot withdraw/leave the DeKalb County School District to circumvent an assignment to an alternative school. Students who are assigned to an alternative school must attend and successfully complete that program before returning to the designated local school. Students who leave the School District and return at a later date will automatically be assigned to an alternative school to complete the original assignment unless the student was enrolled in a comparable alternative setting as approved by the Superintendent or Designee. Also, the student may be allowed to return to their previous school on an early re-admission upon the decision of the hearing officer.

PROBATION

"Probation" means that a student is placed on a trial period during which the student is expected to maintain good behavior. A student found by a preponderance of evidence to be in violation of certain offenses may be placed on probation by a school administrator, Hearing Officer, the Disciplinary Action Review Committee, or the Board of Education. Violation of a local school or School District rule while on probation may result in further disciplinary action, including a possible referral to a District due process hearing. A student placed on district-wide probation may be subject to further disciplinary action up to expulsion.

RESTRICTIONS ON SCHOO ACTIVITIES

Students who are suspended or expelled will not be allowed to participate in any school-sponsored activities, including the prom or graduation exercises if these occur during the period of suspension or expulsion. A parent or guardian may, for good cause, petition the school principal for permission for the student to participate in school-sponsored activities. If denied permission by the principal, the parent or guardian may appeal to the appropriate Regional Superintendent for the final decision.

ACCESSORY

Based on a preponderance of evidence, a student may be found to be an accessory to a violation of the *DCSD Code of Student Conduct* if the student assists, plans, participates, advises, incites, counsels, and/or encourages other individuals to violate the DCSD *Code of Student Conduct*. A student accessory is subject to the same penalties as the students who are actively involved in committing such offenses.

SE F-DEFENSE

A student's use or threatened use of force may be justified when and to the extent that they reasonably believes that such threat or force is necessary to defend themselves or a third person against such other's imminent use of unlawful force. O.C.G.A. §16-3-21. Such actual/threatened use of force may be unreasonable in instances where School District personnel were in the immediate area to intervene. However, the student must not use more force than appears reasonably necessary in the circumstances. Self-defense is not available as a defense where the use of force continued after staff intervention. *When a student is claiming self-defense, it is the student's responsibility to prove that they acted in self-defense.* If self-defense is accepted as a valid justification under the circumstances, the student is found not in violation by a preponderance of evidence and no discipline is imposed for that offense.

RESTROOMS AND OCKER ROOMS

All offenses listed in this *DCSD Code of Student Conduct* apply to student behavior in school restrooms and locker rooms.Students are expected to help keep restrooms clean and safe. Also, students are expected to report disruptive, unsafe, and/or unclean conditions in restrooms to an administrator.

No cell phones, camcorders, video recorders, or cameras are allowed in locker rooms. It should be noted that no one is allowed to take pictures or video of other persons in any area of the school without the express permission of the principal.

STUDENT DISCIP INE PROCEDURES

Students are entitled to certain due process measures before being suspended/expelled from public school. The extent of the procedural protections depends on how long the suspension/expulsion from school will last. **For example, for suspensions of ten school days or less, the United States Supreme Court has held that only minimal due process is required**.

The DeKalb County School District has adopted a set of procedural safeguards that afford students greater due process than the law requires. The procedures are described in the following sections.

SCHOO ADMINISTRATIVE DUE PROCESS FOR SUSPENSION

School administrative due process for suspension is held before a student is given in-school suspension, out-of-school suspension, or bus suspension up to ten (10) days or other appropriate consequences. If the violation warrants further suspension beyond the ten (10) days, it must be referred by the school principal with a recommendation for long-term suspension or expulsion.

At the school administrative due process for suspension meeting, the student is informed verbally of the offense with which the student is charged, who made the charge(s), who witnessed the offense, and what disciplinary action is proposed to be taken. The student is provided with an opportunity to tell their side of the story. The student's parent/guardian will be contacted if disciplinary action is taken. Witnesses (when applicable) are asked to submit verbal and/or written accounts of the incident as soon as possible after the incident.

DISCIP INE TEAM MEETING (DTM)

When a Principal recommends a long-term out of school suspension/expulsion, and the disciplinary hearing may potentially be waived, a Discipline Team Meeting (DTM), which consists of the principal/designee, the student behavioral specialist and/or another representative from the system office of student discipline, and the parent/guardian, will be offered to the parent/guardian within five (5) school days of the first day of suspension. The student may be invited where practicable. The principal/designee will notify the office of the Student Support Team Coordinator, or Superintendent's designee, as soon as practicable after the investigation of the occurrence. The principal/designee should furnish the following documents to the MTSS/RTI Coordinator or Superintendent's designee, before or at the time of the Discipline Team Meeting DTM: witness/student statements; a current copy of the student's permanent record; a copy of the student's test record card; current status of the student's academic and conduct grades in all classes (progress reports); days present and absent (excused and unexcused absences); number of tardies and class cuts; detention assignments with reasons; anecdotal report citing discipline, attendance and academic records, and interventions offered at the local school including SST referral, counseling sessions and parent/guardian conferences with dates, reasons, and results; copy of police report; special education, Section 504 or SST status (active enrollment or referral for any of these programs); SST reports; copy of the currently approved suspension letter that includes the school administrations' recommendation for consequences, and any other information or evidence relevant to the incident.

The purpose of this meeting is for the team to discuss the investigation completed by the school, the discipline procedures afforded, and any information provided by the student and/or the parent/guardian. As this is a parent conference, the student's or parents' legal counsel may not attend. The MTSS/RTI Coordinator and/or another representative from the district office of student discipline may set a reasonable time limit for the DTM and may end the DTM if it is evident that resolution is not imminent. If the parent/guardian and school are able to reach an agreement about the disciplinary outcome, the agreement is approved by the Director of Student Relations, and the parent/ guardian waives the hearing in writing, then the hearing will be canceled. If the parent/ guardian disagrees with the disciplinary outcome and the end result of the DTM, or the parent/guardian does not attend the DTM, then the hearing will proceed as scheduled. Discipline Team Meetings can be conducted using various modes of communication. If the DTM does not occur or does not occur as discussed in this Code, the hearing will proceed as scheduled.

DISTRICT DUE PROCESS HEARING

In-person and virtual District due process hearings are conducted by a Hearing Officer who hears evidence concerning violation of student misconduct, which, if proven, may require discipline greater than a ten (10) school-day suspension. The Hearing Officers are appointed by the Superintendent and should have no prior knowledge of the violation. If a Hearing Officer does have prior knowledge of the violation prior to the hearing, it may proceed if Hearing Officer affirms that they can hear evidence and come to a decision without bias.

When a school principal recommends a student to the District due process hearing, the recommendation is reviewed by the appropriate Hearing Officer, who decides whether to hold a hearing. All hearings must be held no later than ten school days after the disciplinary action or school-initiated arrest by a School Resource Officer (SRO) unless the School District and parents/guardians mutually agree to an extension. If a hearing is to be held, the student and parent/guardian will be provided verbal and written notice of the date, time and place of the hearing, violations and a list of possible witnesses.

District due process hearings are confidential and not open to the public. The student, his/her parent or guardian or a parent representative with written parent permission, and their witnesses may attend the hearing, but other relatives or friends of the student will not be allowed to attend. The proceedings are recorded electronically. The School District may summon witnesses to testify on its behalf at the hearing. The student and parent/guardian may also bring witnesses. The Hearing Officer will make determinations regarding whether witnesses have relevant testimony to the charges considered. If the student or parent/guardian wants School District personnel or other students to testify at the hearing, they should contact school administration, which will arrange the issuance of summonses for these persons. The parent/guardian must contact the school within 48 hours of the hearingso that parental consent can be requested for the student asked to testify. Witnesses testifying in a District due process hearing will not be allowed to have an attorney present at the hearing unless that witness is or may be charged in the incident.

The evidence presented at a District due process hearing may include physical evidence, such as drugs or weapons; witness testimony; photographs; recordings; and relevant documents, such as witness statements, investigation reports, and the student's current discipline and academic record. The School District bears the burden of proving the violations against the student by a "preponderance of the evidence." The student has the right, at his/her own expense, to be represented by counsel at the District due process hearing. The parent/guardian must give the Department of Student Relations notice at least 48 hours before the hearing

that they will have legal representation during the due process hearing and the attorney must provide an Entry of Appearance to the Department of Student Relations at least 48 hours before the hearing. Failure to give notice may result in the hearing being postponed and reset for a later date so that the school can make any necessary arrangements and/or schedule District attorney. The School District is not usually represented by an attorney at District due process hearings, but in some cases an attorney is used.

The District due process hearing is not required to be identical to a courtroom trial, and the strict rules of the Georgia Evidence Code do not apply. All parties may offer relevant information to assist the Hearing Officer with determining whether the student is in violation of an offense and whether discipline must be imposed. The Hearing Officer is authorized to make the final decision regarding relevancy of information provided. Based upon a preponderance of the evidence presented at the hearing, the Hearing Officer will determine whether school rules have been violated and identify the discipline to be imposed.

After the presentation of evidence by both sides, each side is given an opportunity to make a closing argument. The hearing then ends, and the Hearing Officer will deliberate privately to decide whether a violation has occurred and an appropriate discipline if the student is found in violation by a preponderance of evidence. If the student is found not in violation of school rules, the student shall be allowed to return to school. If the student is found in violation, the Hearing Officer may impose discipline ranging from sending the accused back to school on probation to expulsion from the School District. Parents/guardians may contact the office the next school day to receive the decision. A letter will be sent to the student's parent/guardian within ten days after the hearing is held.

APPEA TO DEKA B BOARD OF EDUCATION

The student's parent/guardian may appeal the Hearing Officer's decision to the Board of Education by submitting a written request to the Superintendent of DeKalb County School District at 5823 Memorial Drive, Stone Mountain, Georgia, 30083. This request must be made within twenty (20) calendar days (including weekends, public and legal holidays) from the date the decision is rendered by the Hearing Officer. The written notice of appeal should set forth the reasons, together with any supporting arguments, as to why the Hearing Officer's decision is alleged to be incorrect. The notice should further specify what portion or portions of the record support the appellant's contentions. No new evidence will be allowed.

The DeKalb Board of Education will review the record and shall render the decision in writing within ten (10) days excluding weekends and public and legal holidays from the date the request for appeal is received. The decision of the DeKalb Board of Education will be based solely on the record created during the District due process hearing. The DeKalb Board of Education will not consider any new evidence or hear any oral arguments; however, written arguments concerning the merits of the appeal may be submitted. The DeKalb Board of Education has the power to affirm, reverse, or modify the Hearing Officer's decision. The DeKalb Board of Education's decision will be final unless an appeal is made to the State Board of Education by filing a notice of appeal in writing with the DeKalb County School District superintendent within thirty (30) calendar days of the DeKalb Board of Education's decision. The appeal shall set forth: the question in dispute; the decision of the local board; and a concise statement of the reasons why the decision is being appealed. The contents of this notice of appeal and the procedure to be followed before the State Board of Education of Georgia are specified in O.C.G.A. § 20-2-1160 and State Board Rule 160-1-3-.04.

A transcript of the District due process hearing will be made only if there is an appeal. The student's parent/guardian or attorney may request an audio copy of the hearing at the Department of Student Relations or may order a copy of a written transcript at their own expense.

DISTRICT DUE PROCESS WAIVER

A parent/guardian and student may choose to waive their District due process hearing and accept the appropriate consequences for the incident by completing and signing a District Due Process Hearing Waiver. By submitting this waiver, the parent/guardian and student agree to the decision and waive any future challenges and appeals relative to that incident.

STUDENTS WITH DISABI ITIES

The discipline procedures for students that receive special education services under IDEA and students with disabilities covered under Section 504 are the same as above with the following additional steps:

Special circumstances for students with disabilities (weapons, drugs, & or serious bodily harm)

1. The local school administrative staff should determine if a student was in possession of a weapon, drugs, or inflicted serious bodily harm to another individual. If yes, proceed to A & B.

A. The Exceptional Education Director/District 504 Coordinator should be notified immediately of the above triggers.

The Exceptional Education/Section 504 District personnel will investigate the situation and provide guidance to the local school. District personnel and local school personnel will collaborate to determine a plan of action.

B. Exceptional Education/504 Coordinator will contact the local school if an emergency change in education location is needed.

2. The Special Education teacher(s), the IEP case manager or the Section 504 chairperson is notified of the occurrence.
3. If a student with disabilities is referred to a District due process hearing, a school administrator contacts the school's ead Teacher for Special Education/Section 504 Chair to schedule a Manifestation/Determination meeting.
4. If it is determined that the behavior is not a manifestation for the disability, a recommendation is made by the school principal for a District due process hearing, subject to the education rights of the student under IDEA 2004. **If the behavior is a manifestation of the disability, any further placement decisions will be made by the IEP Review Committee or Section 504 Team.**

STUDENT P ACEMENT PROTOCO FOR STUDENTS RETURNING AFTER INCARCERATION, DETENTION, OR OTHER SPECIA CIRCUMSTANCES

Students who have been out of school due to incarceration or detention often need a period of transition before returning to their local school. Moreover, there may be circumstances in which a current student's presence at school may pose a serious and significant danger to the persons and/or property at the school. A protocol has been established for determining whether a student returning from a period of incarceration or detention due to alleged or adjudicated criminal conduct should be placed in an alternative school program or returned to the student's local school. The DeKalb County School District affords these students an opportunity to rebuild their academic and social skills so that the transition to their local school will go smoothly. The primary considerations in making this determination are the educational needs of the returning student and the safety of other students and staff.

In many cases, the conduct at issue is very serious, ranging from property offenses to serious sexual violations or weapon possession, or other violent acts. Students adjudicated for these offenses may be placed on a safety plan by the Department of Juvenile Justice (DJJ) or the Juvenile Court. These plans may impose certain restrictions on the returning student; for example, the student may not be allowed around children of a certain age, around the victim or children with the victim's profile, or may have to be supervised by an adult at all times.

In some cases, students have been expelled or suspended from DeKalb or another school district or private school, and the term of suspension or expulsion has not yet been completed. (O.C.G.A. § 20-2-751.2) In other cases, students may seek readmission or enrollment that have been suspended or expelled for being convicted of, being adjudicated to have committed, being indicted for, or having information filed for the commission of any felony or any delinquent act that would be a felony if committed by an adult. (O.C.G.A. § 20-2-768) This brings other questions into play, such as whether the student should be excluded altogether for the remainder of the expulsion or suspension or offered an alternative placement.

Before these students return to school, they will be referred to the Department of Student Relations. Department personnel will gather and review all appropriate information, including any information that the student's parents may wish to provide, and make a placement determination. The parents and student may be present for this review and may provide input. Attorneys will not be allowed to attend.

Parents who disagree with the placement determination made by the Department of Student Relations will have three school days following the determination to request a review by the Disciplinary Action Review Committee (DARC). The DARC operates under the auspices of the Department of Student Relations and is authorized to consider and rule on special requests from parents/guardians and school administrators pertaining to student discipline-related situations. The DARC will meet and make a placement determination based upon a review of the information from the Department of Student Relations and any additional information provided by all other parties. Parents who disagree with the placement determination made by the Disciplinary Action Review Committee will have three (3) school days following the determination to request a District due process hearing, pursuant to O.C.G.A. § 20-2-754.

The protocol described above may be used in other types of student placement situations as deemed appropriate by Student Relations administrators. **All placement determinations will be made on a case-by-case basis.** Various factors, including age, length of incarceration, nature of charges, existing discipline order, potential safety concerns or disruption of the educational process, present/prior discipline history, etc. may be used in making placement determinations at all levels. For example, the following general categories of serious violent offenses will result in the school administrator's referral to the Department of Student Relations:

Assault resulting in serious injury
Assault involving use of a weapon
Death by other than natural causes (homicide)

Kidnapping
Rape
Robbery with a dangerous weapon (armed robbery)
Robbery without a dangerous weapon
Sexual assault (not involving rape or sexual offense)
Sexual Offense
Taking indecent liberties with a minor

Additionally, an offense involving accusations of manufacturing, selling, or trafficking large quantities of controlled substances is to be included.

All principals will continue to follow the *DCSD Code of Student Conduct* when a student's disciplinary infraction occurs within the school's jurisdiction. The normal disciplinary procedures will be followed in these instances.

This protocol does not apply to students with disabilities. Students with disabilities will be referred directly to the Department of Exceptional Education or the Section 504 Coordinator for students with 504 plans.

SEARCHES

To maintain order and discipline in the schools and to protect the safety and welfare of students and school personnel, school authorities may search a student, student lockers, student desks and tables, or student automobiles under the circumstances outlined below and may seize any illegal, unauthorized, or contraband materials discovered in the search.

As used in this *DCSD Code of Student Conduct*, the term "unauthorized" means any item dangerous to the health or safetyof students or school personnel, or disruptive of any lawful function, mission or process of the school, or any item described as unauthorized in school rules available beforehand to the student.

A student's failure to permit a search or seizure as provided in this *DCSD Code of Student Conduct* will be considered grounds for disciplinary action.

All searches by school employees shall be reasonably related to the objectives of the search and not excessively intrusive in light of the student's age and gender and the nature of the infraction.

PERSONA SEARCHES

A student's person and/or personal effects (e.g., purse, book bag, etc.) may be searched whenever a school official has reasonable suspicion to believe that the search will reveal a violation of the law, the student conduct behavior code, or local school rules.

If a pat-down search of a student's person is conducted, it will be conducted in private by a school official of the same sex and with an adult witness present, when feasible. If the school official has reasonable grounds for suspecting that the student has on his or her person an item immediately dangerous to the student or to others, the student should be isolated, a school resource officer should be notified, and appropriate disciplinary action should be administered.

In appropriate circumstances, searches may include the use of electronic devices such as hand-held metal detectors or walk-through metal detectors. *Searches may also include the use of drug detection canines.*

OCKER, DESK, AND TAB E SEARCHES

Student lockers, desks, and tables are school property and remain at all times under the control of the school. Principals of each school where lockers are issued should ensure that each student receives written notice prior to the issuance of the locker that lockers are subject to inspection and search by school officials. Each school shall maintain duplicate keys or records of all locker combinations and avoid any practices that would lead students to believe that lockers are under their exclusive control.

Periodic general inspections of lockers, desks, and tables may be conducted by school authorities for any reason at any time without notice, without student consent, and without a search warrant. The School District may use K-9 Units to check lockers, desks, and tables. Items brought to school or placed in lockers, desks or tables are subject to reasonable searches.

AUTOMOBI E SEARCHES

Students are permitted to park on school premises as a matter of privilege, not of right. The school retains authority to conduct routine patrols of student parking lots and visual inspections from the outside of student vehicles on school property. State law does not authorize a student to have a firearm secured in a vehicle parked on school premises.

The interiors of student vehicles may be inspected whenever a school authority has reasonable grounds for suspecting that illegal, unauthorized, or contraband materials are contained inside. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

Notice of the foregoing right to search shall be given to students who park on school property; however, failure to give such notice will not preclude school officials from conducting searches of vehicle interiors when otherwise authorized.

SEARCH RESU TS

If a search reveals a violation of federal, state, or local law, law enforcement authorities may be notified so that they may take appropriate action.

KEEPING WEAPONS OUT OF SCHOO

KEEPING SCHOO S SAFE

Every student wants and deserves a safe and secure school. For that reason, school districts and schools have rules against weapons and violence at school, on any school bus, and at any school-sponsored function.

Students may be expelled for bringing weapons to school. Also, bringing certain weapons to school is a "designated felony" under Georgia law. This means that student offenders under the age of 17 may be arrested and placed in a youth detention center for carrying or possessing a weapon at school, on a school bus, or at any school-sponsored function. For students aged 17 or over, these offenses amount to a felony and may result in a felony conviction and imprisonment.

Schools across the nation are required by federal law to have a student discipline policy that mandates a **minimum one calendar year expulsion** for bringing a firearm to school or for being in possession of a firearm on school property (including school buses). Consequently, DeKalb has a policy that requires a minimum one calendar year expulsion from all DeKalb schools for possession of a firearm.

WHAT OTHER WEAPONS MAY RESU T IN EXPU SION?

Having any type of knife, razor blade (including box cutters), chain, pipe, martial arts device, mace, BB gun or pellet gun, and other items such as ammunition at school, on the school bus or other school property, or at school functions is a violation of the *DCSD Code of Student Conduct* and may result in expulsion. (For a full and complete list of weapons, see pages 29-30.)

INFORMATION FOR STUDENTS: SO, WHAT CAN YOU DO?

Take pride in your school and show respect for yourself and your friends by participating in keeping your school and friends safe.

Do not, for any reason, bring a weapon to school, or accept a weapon from another student, or allow anotherstudent to place a weapon in your locker, desk, vehicle, or personal belongings.

Tell your friends not to bring weapons to school for any reason, not to show off, not for protection, not for anyreason.

If you hear about or see a weapon at school or on a school bus, inform a teacher or administrator immediately(you may ask that your name not be used).

WHY GET INVO VED IN MAKING SCHOO S SAFER?

Students should get involved because the problems that weapons at school can cause are serious and will not completely go away without student involvement. Students across the nation have said "enough is enough." These students are taking a more active

interest in keeping their schools safe and free of weapons. These students let it be known that weapons will be reported, regardless of who brings them to school.

When word gets around that weapons are going to be reported, students are less likely to bring weapons to school.

A SPECIA MESSAGE TO STUDENTS 17 YEARS O D OR O DER

If you are 17 years old or older and you are caught with a weapon at school or on the bus or in your vehicle at school, you may be **charged with a felony**. A felony conviction gives you a record, one that may keep you from being accepted in colleges, technical schools, and the armed services. It may also keep you from getting a job or voting.

DCSD CODE OF STUDENT CONDUCT

The *DCSD Code of Student Conduct* makes it very clear to all students that weapons cannot be brought to school. The *DCSD Code of Student Conduct* also includes important information and advice to students about weapons and other dangerous items.

IT'S IMPORTANT TO REMEMBER

When the weapons laws of Georgia are violated, the student may be:

ARRESTED
P ACED IN A PO ICE CAR
TAKEN TO JAI OR A DETENTION CENTER
SENTENCED TO JAI
PENA IZED WITH SUBSTANTIA COURT FINES
P ACED ON PROBATION
EXPE ED FROM SCHOO

PREVENTION AND INTERVENTION

What are school districts doing to keep weapons out of schools? Several strategies are being used, such as:

Distributing the *DCSD Code of Student Conduct to* all students to let them know that weapons are against thelaw and against school rules;
Informing students that lockers, desks, tables, vehicles, and personal belongings are subject to being searched by school officials;
Informing parents that most weapons come to school from home;
Randomly conducting firearm and drug searches using gunpowder and drug-sniffing dogs;
Restricting or limiting the use of book bags at school;
Expelling students who have brought weapons to school or on a school bus;
Installing more surveillance cameras and increasing the use of metal detectors.

Responsibility is knowing what is expected of you.
Responsibility is having high expectations of yourself and others.
Responsibility is making responsible choices.
Responsibility is making the right decision when the wrong decision is easier.
Responsibility is the measure of maturity.

STUDENT RIGHTS AND RESPONSIBI ITIES

RESPONSIBI ITIES

1. Parent(s)/Guardian Responsibilities

Through dissemination of the *DCSD Code of Student Conduct* each school will inform the parent of the following expectations:

1. To assume legal responsibility for the behavior of the child as determined by law and community practice and to ensure that the child is familiar with the discipline policy and regulations.
2. To teach the child self-discipline, respect for authority and for the rights of others.
3. To make sure that the child attends school regularly and that the school receives notification of the reason for absences when the child cannot attend school.
4. To work to the best of their ability to provide the necessary materials and a positive home learning environment for the child to succeed in school.
5. To maintain communication with the school and provide the school with a current telephone number through which they may be reached during the school day.
6. To respond quickly to school to get the child when called upon.
7. To be available for conferences when requested.
8. To cooperate with the school staff to develop strategies to benefit the child.

2. Student Responsibilities

1. To be aware of and to abide by District-wide policies, regulations, and school guidelines regardingacceptable behavior.
2. To be responsible for one's own behavior.
3. To conduct oneself in a manner which is conducive to learning and does not interfere with the teacher's right to teach or the student's right to learn.
4. To respect the personal, civil and property rights of all members of the school community.
5. To refrain from the use of physical force, verbal abuse or harassment, blackmail, stealing, vandalism, and other illegal activities.
6. To seek clarification from school personnel concerning the appropriateness of any action or behavior.
7. To attend school and classes regularly, on-time and be prepared with the necessary learning materials.
8. To know and follow the policies and regulations for every event considered part of the school program regardless of the time or place.
9. To comply immediately with any staff member's reasonable request to carry out school rules.

RE EASE OF STUDENT INFORMATION

Notification of Rights under the Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

(1) The right to inspect and review the student's education records within 45 days of the day the DeKalb County School District receives a request for access.

Parents or eligible students should submit to the school principal a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

(2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the District to amend a record should write the school principal, clearly identify the part of the record they want changed and specify why it should be changed. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

(3) The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the DeKalb County Board of Education; a person or company with whom the District has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, educational consultant, volunteer, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the District discloses education records without consent to officials of another school district in which a student seeks or intends to enroll or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer, or as otherwise required by law.

(4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-8520

RE EASE OF DIRECTORY INFORMATION

FERPA requires that the District, with certain exceptions, obtain the written consent of a parent, guardian, or eligible student (i.e., a student over 18 years of age) prior to the disclosure of personally identifiable information from a child's education records. However, the District may disclose appropriately designated "directory information" without written consent, unless the parent, guardian, or eligible student has advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the District to include this type of information from a child's education records in certain school publications. Examples include:

A playbill, showing a student's role in a drama production;
The annual yearbook;
Honor roll or other recognition lists;
Information posted on the school's or the District's website;
Graduation programs; and
Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without the prior written consent of a parent, guardian, or eligible student. Outside organizations include, but are not limited to companies that manufacture class rings or publish yearbooks. In addition, federal law requires the District to provide military recruiters, upon request, with the following information—names, addresses and telephone listings—unless the parent, guardian, or eligible student has advised the District that they do not want their student's information disclosed without their prior written consent.

A parent, guardian, or eligible student who does not want directory information to be disclosed from the student's education records without prior written consent must notify the District in writing annually within a reasonable time period after receiving this notice. The District has designated the following information as directory information: student's name, address, and telephone listing, date of birth, electronic mail (e-mail) address, dates of attendance, grade level, major field of study, photograph, audio recordings, video recordings, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors, and awards received, and the most recent educational institution previously attended. Such notification should be sent to the student's principal within ten (10) days of receipt of this handbook.

COMP AINTS UNDER THE PROTECTION OF PUPI RIGHTS AMENDMENT

The Protection of Pupil Rights Amendment (PPRA) affords parents of elementary and secondary students certain rights regarding the conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. Parents and eligible students who need assistance or who wish to file a complaint under PPRA should do so in writing to the following address: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, S.W., Washington D.C., 20202-5920. Informal inquiries may be sent to the Family Policy Compliance Office via the following email address: PPRA@ED.Gov. The Family Policy Compliance Office website address is: www.ed.gov/fpco.

STUDENT COMP AINT PROCEDURES

COMP AINTS OF BU YING, HARASSMENT, HAZING, OR DISCRIMINATION

Pursuant to federal and state laws, students are entitled to a Complaint Procedure to address allegations of discrimination and harassment (including bullying). Accordingly, the School District has established both informal and formal procedures for resolving any complaints of discrimination, harassment, or bullying on the basis of race, color, religion, national origin, sex (including sexual harassment), sexual orientation, gender identity, disability, or age. Allegations of discrimination should be reported immediately to any school employee, administrator, or counselor at the school, center, or any school event. A student may also make a direct report via mail or in person to the attention of: Title IX Officer, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia 30083 or by dialing 678-676-0310. The school administrator or the Title IX Officer shall assist the student with formalizing and processing the complaint, which should include a statement of facts, identification of witnesses and any other information necessary to fully describe the matter.

Formal complaints should be filed within 30 calendar days of the alleged incident. All policies and/or procedures mandated by any agency of the State of Georgia, or the United States, will be followed. As per O.C.G.A. § 20-2-751.5 (17), it is unlawful for a student to falsify, misrepresent, omit, or erroneously report information regarding instances of alleged inappropriate behavior by a teacher, administrator, or other school employee, including during off-school hours. Please refer to page 94 for the Bullying/harassment/hazing flowchart and page 95 for the Bullying/harassment/hazing Report Form in the *DCSD Code of Student Conduct*

REPORTING OF SEXUA HARASSMENT UNDER TIT E IX

Sexual harassment under Title IX is defined as conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the District conditioning the provision of a District aid, benefit, or service on an individual's participation in unwelcome sexual conduct; or
2. Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal access to the District's educational program or activity; or
3. "Sexual assault" - an offense classified as forcible or non-forcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation; or

   "Dating Violence"- sex-based violence committed by a person-
   - A. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
   - B. where the existence of such a relationship shall be determined based on a consideration of the following factors:
     - i. The length of the relationship.
     - ii. The type of relationship.
     - iii. The frequency of interaction between the persons involved in the relationship; or

   "Domestic Violence"- sex-based violence which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

   "Sex-based Stalking" - engaging in a course of conduct directed at a specific person that would cause a reasonable person to-
   - A. fear for his or her safety or the safety of others; or
   - B. suffer substantial emotional distress.

The District's Policy regarding Title IX complaints is Policy JCAC. Additional information regarding DeKalb County School District Title IX procedures is available at: https://www.dekalbschoolsga.org/hr/employee-relations/.

Student's principal serves as the Title IX Site Coordinator and Title IX reports/complaints may be directed to them. The District's Title IX Coordinator is:

Marissa Key

Executive Director of Employee Relations; Title IX Coordinator

DeKalb County School District

1701 Mountain Industrial Blvd

Stone Mountain, Georgia 30083

678.676.0105

titleixcoordinator@dekalbschoolsga.org

Title IX complaints and/or reports will be addressed through the following grievance process.

GRIEVANCE PROCESS:

Reports or complaints made to the District regarding alleged sexual harassment in violation of Title IX shall be processed in accordance with the following process:

1. Reports or complaints may be verbal or written and may be made at any time (including during non-business hours) in person, by mail, by telephone, or by electronic mail using the contact information posted on the school and/or District website.
2. Any student, applicant for admission, or other person wishing to report or file a complaint alleging a violation as described above shall promptly notify either the principal at his/her school or the Title IX Coordinator designated and authorized by the District. Any employee who receives information alleging sexual harassment of a student shall report it to the principal or Title IX Coordinator. If the alleged offending individual is the principal, the report or complaint should be made by the complainant to the Title IX Coordinator.
3. The Title IX Coordinator or designee shall promptly contact the complainant to discuss the availability of supportive measures as defined in this policy, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. The District shall treat complainants and respondents equitably by following this grievance process before punishing the respondent or providing remedies to the complainant. Remedies will be designed to restore or preserve equal access to the District's education program or activity. Such remedies may include the same individualized services described as “supportive measures.” However, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

4. **Formal Complaint** - Upon receipt of a complaint, District will within 10 days send written notice to both parties to include:

    a. District’s grievance process, and

    b. Notice of the allegations potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice shall include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice shall inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. The written notice shall inform the parties of any provision in the student code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process. The notice shall describe the range of or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility.

c. If, during an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the notice provided pursuant to paragraph (4)(B), the District shall provide notice of the additional allegations to the parties whose identities are known.

5. **Dismissal of a Formal Complaint**
The District shall investigate all allegations in the formal complaint. The District will dismiss allegations of conduct that do not meet the definition of sexual harassment or did not occur in a district education program or activity, or against a person in the United States. This dismissal will only apply to Title IX allegations. Such dismissal does not prohibit the District from addressing allegations under another provision of the District's policies.

The District, may also dismiss a formal complaint if:

a. the complainant informs a Title IX Coordinator in writing of their wish to withdraw the formal complaint or any allegations therein;

b. the respondent is no longer employed by the District; or

c. there are circumstances preventing the District from gathering sufficient evidence to reach a determination regarding the allegations.

The District will simultaneously provide parties with a written notice of dismissal including the reasons for the dismissal.

6. **Consolidation of Formal Complaints**
The District may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references to the singular "party," "complainant," or "respondent" include the plural, as applicable.

7. **Investigation of a Formal Complaint**
After providing written notice to the parties of the receipt of a formal complaint, the District shall have 30 days to investigate. When investigating a formal complaint, and throughout the grievance process, the District shall

a. Assume the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility and not place such burdens on the parties provided that the District cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist,or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, orassisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the District obtains that party's voluntary, written consent to do so;

b. Provide both parties with an equal opportunity to present fact and expert witnesses and other inculpatory and exculpatory evidence, and an opportunity to fully review and respond to all evidence on the record;

c. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

d. Provide the parties with the same opportunities to have others present during any grievance proceeding, includingthe opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who maybe, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainantor respondent in any meeting or grievance proceeding; however, the District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

e. Send written notice of investigative interviews, meetings, or hearings to the parties when their participation is expected including the date, time, location, participants, and the purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate;

f. Provide parties, and their advisors, an opportunity to inspect and review any non-privileged evidence directly relating to the allegations, including the evidence which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. Prior to completion of the investigative report, the District shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties should have at least 10 days to inspect, review, and submit a written response to evidence, which the investigator will consider prior to completion of the investigative report.

g. District will send parties, and their advisors, an investigative report that fairly summarizes relevant evidence, in electronic or hard format, with at least 10 business days for the parties to respond. The parties may elect to waive the full 10 days. District may elect to respond in writing in the investigation report to the parties' submitted responses and/or to share the responses between the parties for additional responses. Relevant elements of the parties' written responses may be incorporated into the final investigation report, as well as any additional relevant evidence and necessary revisions. Rationales for any changes made after the review and comment period will be documented.

h. Students shall cooperate with the investigation. Failure to do so may result in disciplinary action in accordance with the Student Code of Conduct.

If at any point in the investigation of reported sexual harassment of a student, the investigator determines that the reported harassment should more properly be termed abuse, the reported incident or situation shall be referred pursuant to the District protocol for child abuse investigation. Reported sexual harassment determined not to be sexual harassment as defined under Title IX may be investigated in accordance with Student Code of Conduct.

8. **Questions**
After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) shall afford a 10-day period for each party to have the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. The decision-maker(s) shall explain to the party proposing the questions any decision to exclude a question as not relevant.

9. **Determination Regarding Responsibility** –
The decision maker, who cannot be the same person(s) as the Title IX Coordinator or investigator(s), shall, issue a written determination regarding responsibility within 10 days of the conclusion of the question and answer period. To reach this determination, the District shall apply the preponderance of the evidence standard to formal complaints against students, to formal complaints against employees and to all complaints of sexual harassment. The written determination shall include:

a. Identification of all allegations potentially constituting sexual harassment as defined in this regulation;

b. A description of the procedural steps taken from receipt of the formal complaint through the determination, including any notifications to the parties, interviews with the parties and witnesses, site visits, and methods used to gather other evidence;

c. Findings of fact and conclusions about whether the alleged sexual harassment occurred; and

d. The rationale for the result as to each allegation, any disciplinary sanctions imposed on the respondent and what, if any, remedies will be provided to the complainant.

This information will be sent simultaneously to both parties along with the appeal process. The Title IX Coordinatoris responsible for the effective implementation of any remedies.

10. **APPEA S PROCESS:**

Appeals of the written determination or of a dismissal can be made by either party within 10 days after the decision on the following bases:

1. A procedural issue that affected the outcome;

2. Newly discovered information or evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome, or

3. Title IX Coordinator(s), investigator(s), or decision-maker(s) had a conflict of interest or bias that affected the outcome.

As to all appeals, the District shall:

a. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

b. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

c. Ensure that the decision-maker(s) for the appeal complies with the training standards set forth in this policy;

d. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

e. Issue a written decision describing the result of the appeal and the rationale for the result; and

f. Provide the written decision simultaneously to both parties within 10 days of the receipt of appeal.

INFORMA RESO UTION

The informal resolution process allows the District the discretion to offer and facilitate an informal resolution process such as mediation or restorative justice so long as the parties provide voluntary, informed written consent to attempt informal resolution. Parties can only engage in the informal resolution process when a formal complaint is filed. The District cannot require parties to engage in the informal resolution process. Parties can withdraw the informal resolution process, and resume the investigation process regarding the formal complaint, at any time prior to reaching a resolution. Informal resolution is unavailable for allegations of employee on student sexual harassment.

Prior to informal resolution, the District will:

1. Provide to the parties a written notice disclosing: The allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. Obtain the parties' voluntary, written consent to the informal resolution process.

REPORTING ACTS OF SEXUA ABUSE OR SEXUA MISCONDUCT OF STUDENT BY STAFF

Title IX also applies to acts of sexual harassment by staff towards students and is addressable under the previous grievance process.

Further, O.C.G.A. § 20-2-751.7.(a) provides that: "The Professional Standards Commission shall establish a state-mandated process for students to follow in reporting instances of alleged inappropriate behavior by a teacher, administrator, or other school employee toward a student which shall not prohibit the ability of a student to report the incident to law enforcement authorities. Each local school system shall be required to implement and follow such state-mandated process and shall include the mandated process in student handbooks and in employee handbooks or policies." The following is the reporting process:

A. Any student *(or parent or friend of a student)* who has been the victim of an act of sexual abuse or sexual misconduct by a teacher, administrator or other School District employee is urged to make an oral report of the act to any teacher, counselor, or administrator at his/her school.

B. Any teacher, counselor, volunteer, or administrator receiving a report of sexual abuse or sexual misconduct of student by a teacher, administrator, or other employee shall make an oral report of the incident immediately by telephone or otherwise to the school principal or principal's designee and shall submit a written report of the incident to the school principal or principal's designee within 24 hours. *If the principal is the person accused of the sexual abuse or sexual misconduct, the oral and written reports should be made to the superintendent or the superintendent's designee.*

C. Any school principal or principal's designee receiving a report of sexual abuse as defined in O.C.G.A. § 19-7-5 shall make an oral report immediately to the school social worker, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused. The school social worker's Child Protection Report may be submitted via telephone, fax, or in written form (preferred method for the school district is written report) to a child welfare agency providing protective services, as designated by the Department of Human Services, or, in the absence of such agency, to an appropriate police authority or district attorney.

Reports of acts of sexual misconduct against a student by a teacher, administrator, or other employee not covered by O.C.G.A. § 19-7-5 shall be investigated immediately by school or system personnel. To protect the integrity of the process and to limit repeated interviews with the student, the designated system personnel is required to take a written statement from the student prior to any other person. If the investigation of the allegation of sexual misconduct indicates a reasonable cause to believe that the report of sexual misconduct is valid, the school principal or principal's designee shall make an immediate written report to the designated Regional Superintendent, Chief Officer of Public Safety, and Coordinator of School Social Work. The Superintendent and the Professional Standards Commission Ethics Division must also be notified of any validated acts of sexual misconduct.

GENDER EQUITY IN SPORTS GRIEVANCE PROCEDURES

The DeKalb County School District prohibits discrimination in its elementary and secondary athletic programs, in accordance with the Georgia Gender Equity in Sports Act. The following grievance procedures are provided to allow for prompt and equitable resolution of written student complaints, including those brought by a parent or guardian on behalf of a student.

DEFINITIONS:

"Days" means calendar days.

A "grievance" is a complaint that alleges the DeKalb County School District has taken an action that is in violation of O.C.G.A. § 20-2-315 (Gender Equity in Sports Act).

"Grievant" is the person initiating the complaint.

"Student" means a person enrolled in a school or instructional program operated by the DeKalb County School District.

PROCEDURES:

Grievances may be brought only by the affected student or by the affected student's parent or guardian and shall proceed in the following manner:

Within ten (10) days of the time that the grievant knows, or reasonably should know, about the grievance (or within ten (10) days of the publication of this procedure, whichever is later), the grievant shall present the written grievance form to the Superintendent who shall note the date received.

The written grievance shall: (1) name the grievant and the affected student; (2) state the situation or conditions giving rise to the grievance; (3) identify the specific provisions of the law or the implementing regulations alleged to have been violated; and (4) indicate the specific relief sought.

The Superintendent shall cause the grievance to be investigated. Within 30 days after the grievance is presented, the Superintendent shall give a written response to the grievance, setting forth the essential facts and rationale for the decision.

The grievant may appeal the Superintendent's decision to the DeKalb County Board of Education. The appeal must be in writing and submitted to the DeKalb County Board of Education within 35 days of the date of the response from the Superintendent. The Board may review all materials related to the grievance and render a decision in writing no less than 45 days after receipt of the written grievance form.

The grievant shall have the right to appeal any decision by the DeKalb County Board of Education to the State Board of Education pursuant to O.C.G.A. § 20-2-1160.

Any student and/or parent or guardian of a minor child who feels that an action of the DeKalb County School District is in violation of O.C.G.A. § 20-2-315 (Gender Equity in Sports Act) may file a complaint by completing a form and forwarding it to Employee Relations, Division of Human Resources, 1701 Mountain Industrial Blvd., Stone Mountain, GA 30083. Forms may be obtained from the Office of the Executive Director of Athletics, 5829 Memorial Drive, Stone Mountain, Georgia 30083 or at www.dekalbschoolsga.org/athletics/downloads.

INTERNET AND TECHNO OGY USAGE

The DeKalb County School District provides technologies, networks, and internet access to support the educational mission of the District and to enhance the curriculum and learning opportunities for students and employees in compliance with the Children's Internet Protection Act (CIPA) of 2000. All guidelines, regulations, policies, and rules are applicable to all telecommunication services and equipment provided by the District including, but not limited to, the following:

Computer workstations and notebook computers;
Smart phones, tablets, e-readers, and other mobile devices;
Internet services;
Telephone services; and
Cellular phone services

The DeKalb County School District believes that information and interaction available on the Internet provides valuable educational information. It is not always possible for the District to control access to material that may be considered controversial or inappropriate; therefore, the user may accidentally or purposefully encounter controversial material. It is the user's responsibility to avoid initiating access to such material.

Use of the Internet must be in support of educational research and consistent with the District's educational goals and objectives. Use of any other District's network or educational resources must be in compliance with rules, policies, and guidelines for the network. Users must abide by all rules and procedures specified and deemed necessary at the site from which access to the Internet is made. Transmission of any material in violation of any United States, state law, or state regulation is prohibited which includes, but is not limited to, (1) copyrighted material, (2) threatening, pornographic, or obscene material, or (3) material protected by trade secret. Use of District resources including the network for (1) private financial gain, commercial advertising, or solicitation activities by or for-profit institutions or (2) political lobbying is prohibited. All illegal activities are strictly prohibited.

The use of the Internet is a privilege, not a right. Any student user not complying with the District's Internet Acceptable Use Agreement shall lose Internet privileges for at least one week. Student infractions may result in appropriate disciplinary action in addition to suspension or termination of access privileges.

Any user identified as being a security risk or as having a history of problems with other computer systems may be denied access to the Internet. The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages suffered by any user including loss of data resulting from delays, non-deliveries, incorrect deliveries, or service interruptions caused by its own negligence or user errors or omissions. Use of any information obtained via the Internet is at the risk of the user. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Use of the School District's Internet and technology resources obligates students to observe the following terms:

Students **will observe** the standard of courtesy and behavior consistent with the practices and policies of the DeKalb County Board of Education when sending or publishing messages or transmitting data or other information on the Intranet.

Students **will use the internet system** for instructional purposes only as it relates to classroom and co-curricular assignments and activities.

Students **will exhibit** appropriate online behavior, including interacting with other individuals on social networking websites and chat rooms.

Students **will make** every effort to safeguard any information from unauthorized users.

Students **will not initiate** or participate in any form of cyberbullying.

Students **will not send or receive** inappropriate or offensive messages or pictures from any source. For example, students will not post, publish, or display any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially or religiously offensive, sexist, or illegal material.

Students **will not post** messages and attribute them to another user.

Students **will not violate** network security by entering the system under a User ID other than their own, share their user IDs, passwords, or user accounts with others.

Students **will not disclose**, use, or disseminate personal information of other minors/students.

Students **will not use the internet system** for any purpose that violates federal or state law.

Students **will not transmit or download** information or software in violation of copyright laws.

- Students **will not disconnect** network components, alter programs or data, or purposely infect any computer with a virus.

Students **will not engage in unauthorized use** of the network, intentionally delete or damage files and data belonging to other users or violate copyright law.

Students are strongly cautioned that sending inappropriate messages and/or images via electronic communication devices or the internet/intranet at any time could result in very *serious school, personal and/or criminal consequences.*

Students will observe the standard of courtesy and behavior consistent with the practice and policies of the DeKalb County Board of Education, including but not limited to Board Policy IFBGB entitled "Web Pages," when sending or publishing messages or transmitting data or other information on the Intranet.

SUPP EMENTA SAFETY AND DISCIP INE INFORMATION

BU YING, HARASSMENT, AND HAZING

DeKalb County School District has also implemented a **District Alert ine (1-888-475-0482)** to report weapons, violence, bullying, harassment, and/or drugs.

Students cannot be expected to reach their full academic potential in an environment of fear and intimidation. All schools in the DeKalb County School District have an obligation to provide a safe, healthy, and positive learning environment for their students and to promote mutual respect and acceptance among students, staff, and volunteers.

The District expressly prohibits the bullying, harassing, and hazing of any student, by any means or method, at school, on school property, or at school-related activities; while traveling including to or from school on a school bus; off-campus when the behavior results in a disruption to the school environment; or by use of data or software that is accessed through a District computer, computer system, computer network, or other electronic technology of the District.

Pursuant to state law, this policy also applies to acts of cyberbullying which occur through the use of electronic communication, whether such electronic act originated on school property or with school equipment, if theelectronic communication:

1. Is directed specifically at students or school personnel;

2. Is maliciously intended for the purpose of threatening the safety of those specified or substantially disrupting the orderly operation of the school and;

3. Creates a reasonable fear of harm to any student's or school personnel's person or property or has a high likelihood of succeeding in that purpose.

For purposes of this policy, electronic communication includes but is not limited to any transfer of signs, signals, writings, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo optical system.

All staff, students, and parents or guardians will receive a verbatim copy of this policy and accompanying administrative regulation prohibiting bullying, harassment, discrimination, and hazing at the beginning of the school year as part of the Code of Student Conduct.

The District strictly prohibits retaliation against any person involved in a report of bullying, harassing, and hazing or participates in an investigation of bullying, harassing, and hazing. Schools shall keep reports of bullying, harassing, and hazing confidential to the extent consistent with a thorough investigation.

School officials are expected to intervene immediately when they see a bullying, harassing, and hazing incident occur or upon receipt of any report of bullying, harassment, and hazing.

An employee who fails to comply with the requirements of this policy and accompanying administrative regulation may be subject to disciplinary action, up to and including termination of employment.

At an appropriate time during or after the investigation of a report, the parent or guardian of both the accused and the victim must be notified. If the incident involves an injury or similar situation, appropriate medical attention should be provided, and the parent or guardian should be notified immediately.

Upon being found in violation, a student who has committed the offense of bullying, harassment, and hazing should be given an age-appropriate consequence which shall include, at minimum and without limitation, disciplinary action, or counseling as appropriate under the circumstances.

Detailed guidelines and procedures for reporting and addressing student bullying, harassment, and hazing shall be implemented in accordance with the accompanying administrative regulation.

Administrative Regulation: Bullying/Harassment/Hazing Descriptor Code JCDAG-R(1)

The District expressly prohibits the bullying, harassment, and hazing of any student, by any means or method, at school, on school property, or at school-related functions; while traveling to or from school on a school bus; off-campus when the behavior results in a disruption to the school environment; or by use of data or software that is accessed through a District computer, computer system, computer network, or other electronic technology of the District.

A. Definitions

- Bullying – Unwanted, aggressive behavior among school-aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. Both students who are bullied and who bully others may have serious, lasting problems.

- Harassment – Unwelcome conduct based on real or perceived race, color, national origin, sex, religion, disability, sexual orientation, gender Identity or gender expression. It may take many forms, including verbal acts and name-calling; graphic and written statements, which may include use of cell phones or the Internet; or other conduct that may be physically threatening, harmful, or humiliating. Harassment does not have to include intent to harm, be directed at a specific target, or involve repeated incidents. Unlike bullying, harassment does not always involve a real or perceived power imbalance. Harassment creates a hostile environment when the conduct is sufficiently severe, pervasive, or persistent to interfere with or limit a student's ability to participate in or benefit from the services, activities, or opportunities offered by a school.

- Hazing – Bullying and intimidation in association with rituals to join an extracurricular group/activity or to raise a student's rank/status within the organization.

B. Prohibited Behaviors

Examples of prohibited behaviors include, but are not limited to:

- Verbal assaults such as unwanted teasing or name-calling;
- Rumors or spreading of falsehoods;
- Threats, taunts, and intimidation through words and/or gestures;
- Public humiliation;
- Social isolation;
- Harassment Stalking;
- Direct physical contact such as hitting or shoving;
- Physical violence and/or attacks;
- Theft of money and/or personal possessions for the purpose of bullying, harassing, or intimidating;
- Extortion or manipulation, including incitement and/or coercion; Destruction of school or personal property; Any form of electronic bullying or cyberbullying using schoolequipment, school networks, or e-mail systems or committed at school;
- The use of cameras or camera phones to take embarrassing photographs of students or school employees anddistributing them to others or posting them online;

Sending abusive or threatening text messages or instant messages; and using websites to circulate gossip and rumors to other students;

- Cyberbullying or the willful, hostile, and repeated harassment and intimidation of a person through the use digital technologies, including, but not limited to, email, blogs, social networking websites (e.g.,TikTok, Snapchat,Twitter, Instagram, Kik, Facebook etc.), chat rooms, texts, and instant messaging; Cyberstalking or engaging in conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at or about a specific person, causing substantial emotional distress to the victim;

All staff, students, and parents or guardians will receive a verbatim copy of this policy prohibiting bullying/harassment/hazing at the beginning of the school year as part of the DCSD *Code of Student Conduct.*

C. Reporting Incidents of Bullying/Harassment/Hazing

Bullying/Harassment/Hazing may be reported by a student, parent, guardian, or other stakeholder to an administrator, teacher, counselor, or other staff member at the student's school. At the option of the person reporting the incident, the report may be made either by name or anonymously and either verbally or in writing. Reporting forms may be found in

the Code of Student Conduct, on the District's website, and at each District school. Reports of bullying/harassment/hazing also may be made by using the District's Alert ine at 1-888-475-0482 or by calling the Georgia Department of Education's School Safety Hotline at 1-877 SAY-STOP (1-877-729-7867).

Any employee to whom bullying/harassment/hazing is reported must promptly document the report and forward it to the principal or designee. Any employee who witnesses an incident of bullying/harassment/ hazing or who otherwise learns that a student is being bullied/harassed/hazed must promptly, but no later than one (1) day following the receipt of a concern, submit a written report to the principal or designee. The principal or designee shall ensure that proper documentation is maintained throughout the investigation and resolution of the matter. If the report is made by the alleged target/victim, the principal or designee will contact the parent or guardian immediately upon receipt of the report.

If the reporting student or the parent or guardian of the student feels that the school is not taking appropriate steps to investigate or address the problem even after consulting the school principal, the student or the parent or guardian should contact the appropriate Regional Superintendent or his or her designee.

Students who believe that another student at their school is being bullied/harassed/hazed are urged to inform a teacher, counselor, administrator, or other staff member.

The District strictly prohibits retaliation against any person who reports bullying/harassment/hazing or participates in an investigation of bullying/harassment/hazing. Incidents of retaliation should be reported using the same process as used for the original complaint and will be investigated and resolved by school or district personnel.

Where complainants request confidentiality, schools shall share details of reports of bullying/harassment/ hazing with only those individuals who need to know consistent with the District's obligation to respond promptly and appropriately to reports of misconduct, or as otherwise required by law.

An employee who fails to comply with the requirements of Board Policy JCDAG and this accompanying regulation may be subject to disciplinary action, up to including termination of employment.

D. Responding to Incidents of Bullying/Harassment/Hazing

School officials are expected to intervene immediately when they see a bullying/harassment/hazing incident occur or upon receipt of any report of bullying/harassment/hazing. The following actions will be taken when bullying/harassment/hazing is reported.

1. Investigation – Upon receipt of any report of bullying/harassment/hazing, the principal or designee will direct an immediate investigation involving appropriate personnel. The investigation should begin no later than the following school day. The investigation shall include interviewing the alleged perpetrator(s), victim(s), identified witnesses, teacher(s), and staff members and reviewing video surveillance, if available. School counselors, school social workers, and other support staff should be utilized for their expertise as determined by the circumstances of the matter. The school shall keep confidential the results of the investigation, except with respect to the District's notification, reporting, or other legal obligations.

2. Notification – At an appropriate time during or after the investigation of a report, the parent or guardian of both the accused and the victim must be notified, but no later than three (3) days after completion of the investigation. If the incident involves an injury or similar situation, appropriate medical attention should be provided, and the parent or guardian should be notified immediately.
   At the conclusion of the investigation, both the victim and the offending student must be notified of the results of the investigation. Victims may request information about the sanction imposed upon a student who was found to have engaged in harassment when the sanction directly relates to the victim. This includes an order that the harasser stay away from the harassed student, or that the harasser is prohibited from attending school for a period of time or transferred to other classes. Schools will not disclose any other information in the offending student's "education record," including information about sanctions that do not relate to the harassed student.

3. Interim Measures – The school will take steps to protect the complainant as necessary, including taking interim steps before the final outcome of the investigation.

4. Disciplinary Action – Upon a finding of guilt, a student who has committed the offense of bullying/harassment/hazing will be given an age-appropriate consequence which shall include, at minimum and without limitation, counseling, disciplinary action, or other consequence as appropriate under the circumstances.

Disciplinary action after the first incident of bullying/harassment/hazing may include but is not limited to the following:

- oss of a privilege;
- Reassignment of seats in the classroom, cafeteria, or school bus;
- Reassignment of classes;
- Detention;
- In-school suspension;
- Out-of-school suspension (through appropriate due process hearing);
- Expulsion (through appropriate due process hearing);
- Assignment to an alternative school (through appropriate due process hearing).

5. Follow Up and Aftercare – Follow up is important to the accused, the victim, and in some circumstances, the broader school community. Each school must provide after-care and follow up to individuals and groups affected by the bullying/harassment/hazing. Where necessary, counseling, and other interventions should be provided to address the social-emotional, behavioral, and academic needs of students who are victims of bullying/harassment/hazing and students who commit an offense of bullying/harassment/hazing. Schools must also assess school climate to determine whether additional staff training, or student instruction is needed. Where appropriate, the school should also reiterate the prohibition on retaliation and how to report such misconduct.

Pursuant to state law, students in grades six through twelve found to have committed the offense of bullying/harassment/hazing for the third time in a school year shall at a minimum be assigned to an alternative school through appropriate due process by disciplinary hearing officers, panels, or tribunals.

MANDATORY REPORTING OF STUDENT CRIMES

School administrators, teachers and other school-based employees will report crimes, as required by law (O.C.G.A. § 20-2-1184).

Victims of the following alleged student misconduct must file a written complaint or report with the school administration and with central administration, describing the alleged incident and the injury or damage sustained: (1) an alleged assault or battery by a student upon any teacher, other school official or employee; (2) an alleged assault or battery by a student upon another student; (3) substantial damage alleged to be intentionally caused by a student on school property to personal property belonging to a teacher, other school official, employee, or student, if, in the discretion of the school principal, the alleged damage could justify the expulsion or long-term suspension of the student.

I EGA /DANGEROUS/SUSPICIOUS ITEMS

Students are to notify an administrator or other staff member immediately when illegal, suspicious, or dangerous items, or other items banned from school, are found. Students will not touch or handle such items or receive or accept such items from other students.

HOT INE TO REPORT BU YING, VIO ENCE, WEAPONS, AND DRUGS

Sponsored by the Georgia Department of Education, the HOT INE provides a 24-hour reporting system for students to report weapons, violence (**including bullying**), or drugs anonymously by calling **1-877-SAY-STOP (1-877-729-7867)** or the **DeKalb County School District Alert ine at 1-888-475-0482**. Information is recorded and shared with the local school district and local law enforcement. An investigation is conducted upon receipt of the report.

SCHOO RESOURCE OFFICERS

School Resource Officers (SRO) are POST-certified police officers assigned to schools to maintain safety and security at the assigned school, ensure the initiation of prevention and intervention programs, act as positive role models for students, serve as liaisons with other law enforcement personnel and agencies, help develop the Safe School Plan, and work to foster a better understanding of legal issues and the judicial process. However, SROs are not disciplinarians. They are not to be used as a substitute for an administrator in the daily administration of the student discipline program. The administrative staff works with the SRO to use their law enforcement expertise and experience but should refrain from assigning SROs or other law enforcement agency personnel to duties and stations that limit or encumber their effectiveness. As School District employees, SROs follow the professional requirements of all employees.

As mandated by state law in Georgia, students will be charged and arrested for possession of weapons, as defined in O.C.G.A. § 16-11-127.1, for possession of drugs, as defined in O.C.G.A. § 16-13-24 through O.C.G.A. § 16-13-32, for any felony or designated felony, as described in Title 16 of the Criminal Code of Georgia Annotated, and for causing bodily injury to others, damage to public or private property, and/or causing a major school disturbance, including, but not limited to, making terroristic threats.

School administrators are required to immediately report suspected violations of the law to SROs or other law enforcement personnel. When an SRO, other law enforcement or emergency agency is on a school campus for the purpose of responding to a request for intervention, investigation, serving a warrant, or in response to an emergency, the school administrative staff follows the responder's recommendations. In all cases involving an SRO, as in all other serious situations at the school, the parents/guardians are notified in a timely manner.

Parents and guardians are encouraged to inform their children of the consequences, including potential criminal penalties, of underage sexual conduct and crimes for which a minor can be tried as an adult (O.C.G.A. § 20-2-735). Information on this may be found on the DeKalb District Attorney's website at http://www.dekalbda.org.

CAMPUS SECURITY PERSONNE

Campus Security Personnel (CSP) maintain the security of the school by monitoring campus activity and undertaking necessary precautions vital to the protection of the staff and students to preserve an environment suitable for the education process by patrolling school buildings and grounds to ensure security. CSP are assigned to all secondary schools and several elementary schools.

TEENAGE/ADU T DRIVERS RESPONSIBI ITY ACT (TAADRA)

Effective July 1, 2015, schools will certify that a student is enrolled in and not under expulsion from a public or private school to be eligible for a driver's license or learner's permit. Schools will use the **Certificate of School Enrollment** form and the **Certificate of Eligibility for Restoration of Driving Privileges Form**.

CHRONICA Y DISRUPTIVE STUDENTS

Students who chronically disrupt class are addressed through a MTSS-RTI process using a tiered process of interventions and continuous monitoring of progress. Progressive consequences range from Tier 1 of the MTSS-RTI process for the initial disruptions to Tier 3-SST for continuously disruptive behavior. The initial focus of the MTSS-RTI process is developing and implementing interventions to modify the identified behavior problems.

Chronically disruptive students may be placed on probation with a signed contract. The administrative staff, in conjunction with resource personnel and the parents, should collectively devise a discipline correction plan. Chronically disruptive students must be referred to and receive interventions from resource personnel (i.e., counselor, social worker, school psychologist, SST chair, Instructional Support Specialist, or student support specialist) prior to a referral to a District due process hearing.

STUDENT SUPPORT TEAM

The Student Support Team (SST) is a problem-solving team at the Tier 3 level of interventions and/or student assessment that seeks interventions for students with academic, behavior, or other types of problems. SST levels of interventions are implemented when they are necessary as part of the progression through the tiers of intervention.

Once the student reaches Tier 3-SST, interventions are implemented and documented with fidelity for cycles of 4-6 weeks. At each 4-6 week interval, an SST problem-solving meeting is held (parents are to be invited) during which the student's response to intervention is assessed based on the data collected during the intervention period. If the interventions at SST-Tier 3 were done with fidelity and were not successful, based on data documented during the intervention period by the intervention providers, additional alternative interventions and modifications are developed and implemented for an additional cycle of 4-6 weeks. Intervention providers may include the Assistant Principal for discipline, school counselor, teachers, or other staff. After two or more cycles of Tier 3 intervention have been completed and documented with fidelity and the child continues to struggle, the SST may request parent permission to complete a psychoeducational evaluation to determine the student's cognitive and academic strengths and weaknesses and/or behavioral/social and emotional status. If the child makes progress in response to the Tier 3-SST interventions (intense

support), he or she may matriculate back to Tier 2 (moderate intensity support) and, if progress continues, return to Tier 1 Core Instruction.

If the student continues to experience difficulties and based upon the student's responses to the implemented interventions, a referral to Special Education may be warranted. If such a special education referral is made, a Parental Consent for Evaluation (PCE) is obtained, and all available data is reviewed as part of the evaluation process. Data can include SST/RTI records, including all data and all evaluations previously completed. A special education eligibility meeting is then held to determine the student's eligibility for special education services.

P ACEMENT REVIEW PROCEDURES FOR REMOVING STUDENTS FROM C ASS

Based on state law (O.C.G.A. § 20-2-738), a teacher may remove from class a student who **repeatedly or substantially** interferes with the teacher's ability to conduct instructional activities, provided the student has previously been reported or the teacher determines that the behavior of the student **poses an immediate threat** to the safety of the student's classmates or the teacher. In the case of immediate removal from the classroom, the teacher will submit a written referral by the end of the school day or at the beginning of the next school day to the principal or other school administrator. The administrator will, within one school day after the student's removal from class, send the student's parents a writtennotice that the student was removed from class, a copy of the teacher's referral, and information regarding how the parent may contact a school administrator. When a teacher removes a student from class, as prescribed above, the administrator will discuss the matter with the teacher by the end of the school day or at the beginning of the next school day. The administrator will give the student oral or written notice of the basis for the removal from class. If the teacherwithholds his or her consent to the student's return to the same class, or the student's misbehavior precludes returning to school (such as committing a major violation of the *DCSD Code of Student Conduct*), the administrator determines the consequences for the student by the end of the first day, which may include in-school suspension or out- of-school suspension for up to ten days. Suspensions or expulsions of longer than ten days may be imposed only by theHearing Officer or Board of Education.

If the teacher withholds his or her consent to the student's return to the same class and the administrator does not impose other disciplinary action, the administrator will convene the ocal Placement Review Committee by the second day after the removal from the classroom, and the committee will render a decision whether the student should or should not return to the teacher's classroom. The committee's decision will be made no later than three days after the removal from class. In the interim, the administrator will make a temporary placement for the student (other than in the classroom from which the student was removed, unless the teacher gives permission). Any teacher who removes more than two students from his or her total enrollment in any school year who are subsequently returned to the class by the ocal Placement Review Committee because such class is the best available alternative may be required to complete professional development to improve classroom management or other skills, based on classroom observations and documentation.

Each school and center principal shall establish at least one ocal Placement Review Committee, composed of three members. The school faculty will select two teachers and one alternate, and the principal will select one staff member to serve on the committee (schools may have more than one ocal Placement Review Committee, at the discretion of the principal, but each committee must have three members selected as stated above). The selection of the committee should proceed as follows: (1) principal asks for volunteers and nominations; (2) a secret ballot is taken at a faculty meeting; (3) results are tabulated by a teacher; (4) results of the ballot are shared with the faculty. The ocal Placement Review Committee (by simple majority vote) determines the placement of a student when a teacher withholds his or her consent to the return of the student to the teacher's class when an administrator has not imposed disciplinary action (provided the teacher has met the reporting requirements enumerated above or if the student poses a threat). The committee is authorized to (1) return the student to the teacher's class upon determining that such placement is the **best** or **only** alternative; or (2) refer the student to the administrator for other appropriate action.

The decision of the committee shall be in writing and will be made within three school days after the teacher withholds consent to the return of the student. If the ocal Placement Review Committee decides not to return the student to the class from which he or she was removed, the administrator may place the student into another appropriate classroom, in-school suspension, or out-of-school suspension. In-school suspension or out-of-school suspensions may be for up to ten days. All disciplinary action will be sent to the parents in writing, by either letter or copy of the *Student Discipline Referral* form, with a note to the parent to confirm receipt of the notice.

PREVENTION/INTERVENTION

Prevention/Intervention has several programs in place for students, including peer mediation, conflict resolution classes, drug education classes, parenting classes, character education, in-school suspension/life skills training, bullying awareness activities, and other programs and activities.

GRIP (**Growing Responsibly, Increasing Possibilities)** is a substance abuse and conflict resolution education program that is provided for first-time violators of the Drug/Substance offenses (possession or use) in this *DCSD Code of Student Conduct*. Violators of offense #5a (distribution/sale/intent), or students charged with felony possessions or multiple offenses are not eligible, unless otherwise indicated by the Hearing Officer or the DeKalb Board of Education. Additionally, GRIP helps students resolve conflict, cope with peer pressure, manage anger, and communicate with others. Students who have been involved in a fight may be referred to GRIP. GRIP is offered on Saturdays to students and parents are also asked to participate in the classes to reinforce the effort to resolve issues peacefully between and among students.

SAFE SCHOO AUDITS

The DeKalb County School District is committed to ensuring a safe and orderly learning environment. Research studies have indicated that supervision of students is vitally important in the prevention and reduction of violent and criminal behaviors. Adult supervision is necessary for students to feel safe at school. Therefore, the purpose of Safe School Audits is to monitor adult supervision of students, especially during transitional times; assess students' understanding of the rules for appropriate behavior according the *DCSD Code of Student Conduct*; ensure staff understandingof procedures to follow if a campus crisis occurs; and to conduct randomly selected student surveys regarding whether the student feels safe at school.

The Safe School Audits goal is for students and staff to learn and work in a safe and orderly environment. Objectives for conducting the audits are: (1) provide school-based data to local school administrators regarding supervision of staff during transitional periods of the school day; (2) gather and report information on students' feelings about safety at school; (3) provide information on staff awareness of procedures to be followed during a crisis; and (4) building and environment checks.

Trained Safe School Administrators will conduct random Safe School Audits throughout the year. Upon entering a school building, the team leader will notify the principal of the team's presence. Audit team members, equipped with a school map, bell schedule, and audit checklist will proceed to designated areas on the school's campus to observe and document information gathered during the audit. The process generally takes about thirty-five (35) minutes to complete. The audit will be scored according to a prescribed procedure for elementary and secondary schools. Results will be shared with the Superintendent, Deputy Superintendent, School eadership and Operational Support, Regional Superintendents, Principals, and Assistant Principals.

To ensure that Safe School Audits are conducted with fidelity, a Safe School Audit training module will be developed. Campus identified personnel will be trained and tested in the use and understanding of the Safe School Auditprocess. Additionally, school administrators, school personnel, and students will receive professional learning on the Safe School Audit process. It is expected that the use of the Safe Schools Audit will result in a reduction of discipline referrals and suspensions.

STUDENT DRESS CODE

The atmosphere of a school must be conducive to learning. While the focus of the DeKalb Code of Student Conduct is behavior expectations, students clothing can affect their safety and their appearance can positively or negatively impact the climate of a school. Students must adhere to the School District's dress code requirements. Students who fail to comply with the dress code requirements, as enumerated below, may be charged with Offense #25 –Student Dress Code Violation (see page 50)

Students are expected to follow A school rules governing safety in specialized programs that may require the wearing of protective clothing, safety glasses, or other similar requirements.

All shirts must have sleeves. Clothing length must be worn at mid-thigh or lower. Clothing with rips or tears is prohibited. Clothing must be suitably fitted to cover all undergarments, including during movement.

Students are expected to wear shoes that allow freedom of movement. Flip-flops, slides, between-the-toe shoes without heel straps, bedroom shoes, or other footwear that interferes with freedom of movement or safety are prohibited.

Clothing, jewelry, tattoos, piercings, or other body ornaments that disrupt the educational process or endangerthe health or safety of other students, staff or visitors are prohibited.

The wearing of specific look alike items such as bullet-proof vests are prohibited.

Clothing, insignia, symbols, tattoos, piercings, jewelry, or adornments worn or carried on or about a student which promote gangs, or the use of controlled substances, drugs, alcohol, or tobacco are prohibited.

Students are expected to wear clothing that is respectful of others. The wearing of clothing, tattoos or other adornments which show offensive and/or vulgar words, pictures, diagrams, drawings, or includes words or phrases of a violent nature, a disruptive nature, a sexual nature, politically/socially controversial words or graphics or words or phrases that are derogatory regarding a person's background, ethnicity, race, national origin, religious belief, sexual orientation, gender identity, gender expression, pregnancy status, or disability is prohibited.

NOTE: ocal schools that offer school choice options may add additional requirements such as school uniforms. Students/Parents are urged to review individual local school handbooks for any additional requirements related to student dress. Any local dress code requirements must align to the DCSD student dress code.

CODE OF SPORTSMANSHIP

Sportsmanship can be defined in one word: RESPECT. Respect for ourselves, our schools, and guests to our schools helps build a positive image not only with the community, but also with all those who participate in competitive activities in our schools.

Responsibilities of Participants:

Use appropriate language;

Treat opponents with the respect due them as guests or hosts;

Exercise self-control at all times;

Respect the officials' judgment and interpretation of the rules;

Accept the responsibility of representing your school in a positive manner;

Act in a manner that will create a positive attitude in the audience;

All players who are involved in a fight and any substitutes who leave the bench area during a fight and are ejected from the current contest will be subject to the sit-out rule;

Players are expected to exhibit good sportsmanship before and after a contest, even if the game officials do not have jurisdiction. Behaviors such as taunting, fighting, etc. are forbidden.

SEC USION AND RESTRAINT

Georgia Board of Education Rule 160-5-1.35 provides guidelines for use of restraint in Georgia schools. The DeKalb policy is provided below.

BOARD PO ICY SEC USION AND RESTRAINT
DESCRIPTOR CODE: JGF (2)

The DeKalb County Board of Education establishes the following standards for the safe administration of physical restraint with regard to enrolled students.

1. The use of chemical restraint, mechanical restraint, or prone restraint, as defined by Georgia Department of Education Rule 160-5-1-.35, is prohibited within the DeKalb County School District.

2. The use of seclusion, as defined by Georgia Department of Education Rule 160-5-1-.35, is prohibited within the DeKalb County School District.

a. Seclusion does not include situations in which a staff member trained in the use of de-escalation techniques or restraint is physically present in the same unlocked room as the student.
b. Seclusion does not include "time-out," defined as a behavioral intervention in which the student is temporarily removed from the learning activity but in which the student is not confined.
c. Seclusion does not include in-school suspension, detention, or a student-requested break in a different location in the classroom or in a separate unlocked room.

3. Physical restraint may be utilized only when the student is an immediate danger to themselves or others and the studentis not responsive to less intensive behavioral interventions including verbal directives or other de-escalation techniques.
   a. Physical restraint does not include: providing limited physical contact and/or redirection to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing guidance to a location, or providing comfort.
   b. Physical restraint shall not be used:
      i. as a form of discipline or punishment, or
      ii. when the student cannot be safely restrained, or
      iii. when the use of the intervention would be contraindicated due to the student's psychiatric, medical, or physical conditions as described in the student's educational records.
   c. All physical restraint must be immediately terminated when the student is no longer an immediate danger to himself or others or if the student is observed to be in severe distress or breathing appears impaired.

4. Before any staff member may implement physical restraint, he or she should have completed an approved training program.
   a. Approved training programs will address a full continuum of positive behavioral intervention strategies as well as prevention and de-escalation techniques and restraint.
   b. Schools and programs shall maintain written or electronic documentation on training provided and the list of participants in each training. Copies of such documentation will be made available to the Georgia Department of Education or any member of the public upon request.
   c. If a staff member who has not completed an approved training program has to physically restrain a student to prevent injury to a student or others in an emergency situation when staff members trained in physical restraint are not available, he or she should ask other students, if present, to request assistance immediately.
5. Whenever possible, the use of physical restraint on a student shall be monitored by another staff member or administrator. The use of physical restraint shall be documented by staff or faculty participating in or supervising the restraint for each student in each instance in which the student is restrained.

6. Whenever physical restraint is used on a student, the school or program where the restraint is administered shall notify the student's parent or legal guardian within one school day after the use of restraint.

7. This policy does not prohibit a staff member from utilizing time-out, as defined in paragraph (2) above, or any other classroom management technique or approach, including a student's removal from the classroom that is not specifically addressed in this rule.

8. This policy does not prohibit a staff member from taking appropriate action to diffuse a student fight or altercation.

9. Deciding whether the use of physical restraint is necessary to protect students or others from imminent harm or bodily injury, and taking the actions deemed necessary to protect students or others from imminent harm or bodily injury, are actions that involve the performance of discretionary, not ministerial, duties.

10. In some instances, in which a student is an immediate danger to himself or herself or others, the school or program must determine when it becomes necessary to seek assistance from law enforcement and/or emergency medical personnel. Nothing in this policy shall be construed to interfere with the duties of law enforcement or emergency medical personnel.

11. School officials must notify a student's parent or guardian immediately when emergency medical or law enforcement personnel remove a student from a school or program setting.

NOTICE OF RIGHTS OF STUDENTS AND PARENTS UNDER SECTION 504

Section 504 of the Rehabilitation Act of 1973, commonly referred to as "Section 504," is a nondiscrimination statute enacted by the United States Congress. The purpose of Section 504 is to prohibit discrimination and to assure that disabled students have educational opportunities and benefits equal to those provided to non-disabled students.
For more information regarding Section 504, or if you have questions or need additional assistance, contact DeKalb County School District's Section 504 Office:

Watina F. April
Shadow Rock Center
1040 King Way Drive
ithonia, GA 30058
(678)676-1817
watina_f_april@dekalbschoolsga.org

The implementing regulations for Section 504 as set out in 34 CFR Part 104 provide parents and/or students with the following rights:

1. Your child has the right to an appropriate education designed to meet his or her individual educational needs as adequately as the needs of non-disabled students. 34 CFR 104.33

2. Your child has the right to free educational services except for those fees that are imposed on non-disabled students or their parents. Insurers and similar third parties who provide services not operated by or provided by the recipient are not relieved from an otherwise valid obligation to provide or pay for services provided to a disabled student. 34 CFR104.33

3. Your child has a right to participate in an educational setting (academic and nonacademic) with non-disabled students to the maximum extent appropriate to his or her needs. 34 CFR 104.34

4. Your child has a right to facilities, services, and activities that are comparable to those provided for non-disabled students. 34 CFR104.34

5. Your child has a right to an evaluation prior to a Section 504 determination of eligibility. 34 CFR 104.35

6. You have the right to not consent to the school district's request to evaluate your child. 34 CFR 104.35

7. You have the right to ensure that evaluation procedures, which may include testing, conform to the requirements of 34 CFR104.35.

8. You have the right to ensure that the school district will consider information from a variety of sources as appropriate, which may include aptitude and achievement tests, grades, teacher recommendations and observations, physical conditions, social or cultural backgrounds, medical records, and parental recommendations. 34 CFR 104.35

9. You have the right to ensure that placement decisions are made by a group of persons, including persons knowledgeable about your child, the meaning of the evaluation data, the placement options, and the legal requirements for least environment and comparable facilities. 34 CFR104.35

10. If your child is eligible under Section 504, your child has a right to periodic reevaluations, including prior to any subsequent significant change of placement.34 CFR 104.35

11. You have the right to notice prior to any actions by the school district regarding the identification, evaluation, or placement of your child. 34 CFR104.36

12. You have the right to examine your child's educational records. 34 CFR104.36

13. You have the right to an impartial hearing with respect to the school district's actions regarding your child's identification, evaluation, or educational placement, with opportunity for parental participation in the hearing and representation by an attorney. 34 CFR 104.36

14. You have the right to receive a copy of this notice and a copy of the school district's impartial hearing procedure upon request. 34

CFR104.36

15. If you disagree with the decision of the impartial hearing officer (school board members and other district employees are not considered impartial hearing officers), you have a right to a review of that decision according to the school district's impartial hearing procedure. 34 CFR 104.36

16. You have the right to, at any time, file a complaint with the United States Department of Education's Office for Civil Rights.

SECTION 504 PROCEDURA SAFEGUARDS

OVERVIEW:

Any student or parent or guardian ("grievant") may request an impartial hearing due to the District's actions or inactions regarding a child's identification, evaluation, or educational placement under Section 504. Requests for an impartial hearing must be in writing to the District's Section 504 Coordinator; however, a grievant's failure to request a hearing in writing does not alleviate the District's obligation to provide an impartial hearing if the grievant orally requests an impartial hearing through the Section 504 Coordinator. The Section 504 Coordinator will assist the grievant in completing the written Request for Hearing.

HEARING REQUEST:

The Request for the Hearing must include the following:

A. The name of the student;

B. The address of the residence of the student;

C. The name of the school the student is attending;

D. The decision that is the subject of the hearing;

E. The requested reasons for review;

F. The proposed remedy sought by the grievant; and

G. The name and contact information of the grievant.

Within ten (10) business days from receiving the grievant's Request for Hearing, the Section 504 Coordinator will acknowledge the Request for Hearing in writing and schedule a time and place for a hearing. If the written Request for Hearing does not contain the necessary information noted above, the Section 504 Coordinator will inform the grievant of the specific information needed to complete the request. All timelines and processes will be stayed until the Request for Hearing contains the necessary information noted above.

MEDIATION:

The District may offer mediation to resolve the issues detailed by the grievant in this or her Request for Hearing. Mediation is voluntary and both the grievant and District must agree to participate. A waiver form must be signed to toll time limits for the scheduling for a formal hearing, if necessary. The grievant may terminate the mediation at any time. If the mediation is terminated without an agreement, the District will follow the procedures for conducting an impartial hearing without an additional Request for Hearing.

HEARING PROCEDURES:

A. The Section 504 Coordinator will obtain an impartial review official who will conduct a hearing within 45 calendar days from the receipt of the grievant's Request for Hearing unless agreed to otherwise by the grievant or a continuance is granted by the impartial review official.

B. Upon a showing of good cause by the grievant or the District, the impartial review official, at his or her discretion, may grant a continuance and set a new hearing date. The request for a continuance must be in writing and copied to the other party.

C. The grievant will have an opportunity to examine the child's educational records prior to the hearing.

D. The grievant will have the opportunity to be represented by legal counsel at his or her own expense at the hearing and participate, speak, examine witnesses, and present information at the hearing. If the grievant is to be represented by legal counsel at the hearing, he or she must inform the Section 504 Coordinator of that fact

in writing at least ten (10) calendar days prior to the hearing. Failure to notify the Section 504 Coordinator in writing of representation by legal counsel shall constitute good cause for continuance of the hearing.

E. The grievant will have the burden of proving any claims he or she may assert. When warranted by circumstances or law, the impartial Hearing Officer may require the District to defend its position/decision regarding the claims (i.e., a recipient shall place a disabled student in the regular educational environment operated by the recipient unless it is demonstrated by the recipient that the education of the person in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. 34 C.F.R. §104.34). One or more representatives of the District, who may be an attorney, will attend the hearing to present the evidence and witnesses, respond to the grievant testimony and answer questions posed by the review official.

F. The impartial review official shall not have the power to subpoena witnesses, and the strict rules of evidence shall not apply to hearings. The impartial review official shall have the authority to issue pre-hearing instructions, which may include requiring the parties to exchange documents and names of witnesses to be present.

G. The impartial review official shall determine the weight to be given any evidence based on its reliability and probative value.

H. The hearing shall be closed to the public.

I. The issues of the hearing will be limited to those raised in the written or oral request for the hearing.

J. Witnesses will be questioned directly by the party who calls them. Cross-examination of witnesses will be allowed. The impartial review official, at his or her discretion, may allow further examination of witnesses or ask questions of the witnesses.

K. Testimony shall be recorded by court reporting or audio recording at the expense of the District. All documentation related to the hearing shall be retained by the District.

L. Unless otherwise required by law, the impartial review official shall uphold the action of the District unless the grievant can prove that a preponderance of the evidence supports his or her claim.

M. Failure of the grievant to appear at a scheduled hearing unless prior notification of absence was provided and approved by the impartial review official or just cause is shown shall constitute a waiver of the right to a personal appearance before the impartial review official.

DECISION:

The impartial review official shall issue a written determination within twenty (20) calendar days of the date the hearing concluded. The determination of the impartial review official shall not include any monetary damages or the award of any attorney's fees.

REVIEW:

If not satisfied with the decision of the impartial review official, any party may pursue any right of review, appeal, cause of action or claim available to them under the law or existing state or federal rules or regulations.

Special Education: A Parent's Guide to Understanding Rights and Responsibilities

This guide is designed to help you understand your rights and responsibilities regarding special education. It should not be used as a substitute for the full version of the Parents' Rights outlined in the Individuals with Disabilities Education Act (IDEA) and the Rules of the Georgia State Board of Education (Ga. Bd. Of Educ. R.) pertaining to Special Education. (See Ga. Bd. Educ. R. 160-4-7-.09 PROCEDURA SAFEGUARDS/PARENTS' RIGHTS.) To view the full version of the Georgia Parents' Rights please go to the Georgia Department of Education web site at **www.gadoe.org** and select *Offices & Divisions*, then *Curriculum & Instruction,* then *Special Education Services and Supports*. You will then look under *Dispute Resolution* or *Family Engagement Information & Resources* to find Parent Rights. The full version of these rights is available in multiple languages and is also presented in video format. This table represents a condensed guide to parental procedural safeguards. To view a complete listing of Parental Rights under IDEA, contact your student's case manager or visit:https://www.gadoe.org/Curriculum-Instruction-and-Assessment/Special-Education-Services/Documents/Parents%20Rights/Parents%20Rights%20Sample%201%20updated%20032420.pdf.

RECORDS:	**EVA UATION PROCEDURES:**
➢ You have a right to look at your child's education records. ➢ You may also have the records interpreted or explained to you. ➢ You may request to have something in the record changed orremoved if you feel it should not be in your child's record. ➢ You have the right to add information, comments, data or anyother relevant written material to your child's record. ➢ You may ask for and receive copies of the Individualized Education Program (IEP) and/or any of your child's records. The school district may charge a fee for the copies but may not charge afee for searching for and retrieving documents. ➢ With your written permission, you may have a person acting onyour behalf inspect and review the records.	➢ Your child has the right to a full and complete evaluation to determine if they have a disability and is in need of special education and/or related services. ➢ You have the right to have your child assessed in all areas of thesuspected disability. ➢ The school district must test your child according to proceduresoutlined in the IDEA and Georgia Special Education Rules. ➢ Evaluations must consist of more than one test, and those tests must be given in the language that the child normally uses, unless the parent and school agree otherwise, and at least once every threeyears. ➢ Your will be involved in the decision about eligibility and whatprograms and services your child needs during the re-evaluation.
CONFIDENTIA ITY OF INFORMATION:	**EAST RESTRICTIVE ENVIRONMENT:**
➢ Your child's educational records are <u>private</u>. ➢ You can ask to have copies of only your child's records. ➢ School employees involved with your child may see your child'srecords and do not require your permission. ➢ No one else may see the results of your child's records withoutyour permission.	➢ You have the right to have your child taught in classrooms and participate in all school programs and activities with other children without disabilities, of the same age and grade, to the greatest extentappropriate for your child. ➢ School district personnel must make accommodations and modifications so that your child can participate in all school programs and activities to the greatest extent appropriate.

INDEPENDENT EVA UATION:

- If you disagree with the school's evaluation, you may have your child tested by a professional evaluator not employed by the schooldistrict, at public or private expense. Contact the school system to find out the procedures for accessing this right.
- Upon request, the school district must provide you a list of independent evaluators so that you may choose one to test yourchild.
- The school district must consider the results of an independentevaluator.
- The IEP team uses the results of the test to determine if your childhas a disability or needs special education.

SURROGATE PARENTS:

- When the school cannot find the child's parents of the child is a ward of the state, the school system will assign a surrogate (substitute) parent who will represent the child regarding the child'srights and interests for any evaluation, meeting, or educational decisions for special education services.
- Surrogate parents will receive special training and will act as theparent by giving consent and participating in IEP/other meetings.
- The surrogate parent has the same rights and responsibilities as aparent in special education in matters relating to a student.

NOTICE/PARENT PARTICIPATION:

- You must be notified of your parental rights.
- You must be invited to attend meetings about your child such aseligibility, reevaluation, or IEP meetings.
- You are to receive copies of all documents about your child'seducation program and can have them explained to you.
- Copies can be in your native language, Braille, or explained in sign language. If needed, the school district will provide a translatoror interpreter.
- You must be given opportunities to participate in any decision-making meeting regarding your child's special education.
- You must be invited to any meeting that is held to discuss yourchild's disability, evaluations, re-evaluations, placement of your child, and his/her IEP and its contents.
- You are entitled to have IEP meetings held at a time and placemutually convenient to you and other members of the IEP Team.
- You have the right to excuse or not to excuse a member of your child's IEP Team from attending and IEP meeting. The school district cannot excuse a required member without your permission.

COMP AINTS, MEDIATION, HEARINGS:

- You have the right to ask for mediation or a due process hearingif you disagree with what the school has planned for your child.
- The school system can also ask for mediation or a due processhearing.
- The parent and the school system must both agree to try mediation before mediation will be scheduled.
- When you request a due process hearing, you have the right to participate in a resolution session that provides an opportunity forparents and school systems to resolve any issues in a due process complaint so that the parents and systems can avoid a due processhearing and provide immediate benefit to the child.
- When you request a due process hearing, you have the right to animpartial due process hearing conducted by an administrative law judge (A J)/ hearing officer.
- You may file a formal written complaint with the Georgia Department of Education to conduct an investigation about any concerns, problems, or disagreements related to the IDEA or Georgia Special Education Rules. The complaint can be faxed to theDivision for Special Education Services and Supports at 404-651- 6457(fax) or mailed to the Division for Special Education Services and Supports at 1871 Twin Towers East, 205 Jesse Hill Jr. Drive SE, Atlanta, GA 30334.

CONSENT:

- The school cannot test/evaluate or re-evaluate your child withoutyour permission/consent.
- The school cannot place your child in special education or changeyour child's program placement without your permission/consent.
- The school district cannot release your child's records without your permission/consent except to certain individuals identified inlaw.
- You have the right to not give your permission/consent.
- You have the right to take away your consent to special educationand related services once you have given permission; you must do itin writing. Revoking consent means your child will no longer receive any special education services.

DISCIP INE PROCEDURES AND RIGHTS:

- The school system must follow certain procedures when studentswith disabilities exhibit behaviors that cause the IEP Team to find other settings and/or ways to educate the child.
- Schools may remove students to alternative programs when thereis a potential danger to the child, students, or school personnel.
- Regardless of the setting, the school district must continue toprovide a free appropriate public education for your child.
- The setting must enable your child to continue to receive servicesthat will allow them to meet the goals and objectives in his/her IEP.
- Disciplinary actions occur for violations involving drugs, alcohol, weapons, or other school rules violations.
- These rights protect you, your child, and the school system.

PRIVATE SCHOO P ACEMENT:

- If you decide to place your child in a private school, you must inform school officials at the last IEP meeting you attend of yourintent and explain your concerns about the public program.
- The school system is not required to pay for the private school ifthe school district offered a free appropriate public education to meet a child's educational needs that have been identified through the educational evaluation and are included in the IEP.

CONTACTS:

- When you have concerns about your child's education, it is important to tell the school principal or special education director.
- If you need further help, there are parent or advocacy groups from whom you may obtain help. Ask the school for information ora list of names. You also can contact Parent to Parent of Georgia which keeps an active list for referrals or other information. Call 1-800-229-2038 or go to www.p2pga.org .
- You may also contact the Division for Special Education Servicesand Supports at 404-656-3963 or 1-800-311-3627 or go to the Georgia Department of Education website at www.gadoe.org to helpfind other helpful resources.

APPENDIX

PARENTS' RIGHT-TO-KNOW (ESSA)

In compliance with the requirements of the Every Students Succeeds Act (ESSA), parents may request information about the professional qualifications of their child's teacher(s) and/ or paraprofessional(s). Thefollowing information may be requested:

1) Whether the student's teacher -

   has met State qualification and licensing criteria for the grade levels and subject areas inwhich the teacher provides instruction;

   is teaching under emergency or other provisional status through which State qualification orlicensing criteria have been waived; and

   is teaching in the field of discipline of the certification of the teacher.

2) Whether the child is provided services by paraprofessionals and, if so, their qualifications.

If you wish to request information concerning your child's teacher's and/ or paraprofessional's qualifications, please contact the school principal.

NON-DISCRIMINATION STATEMENT

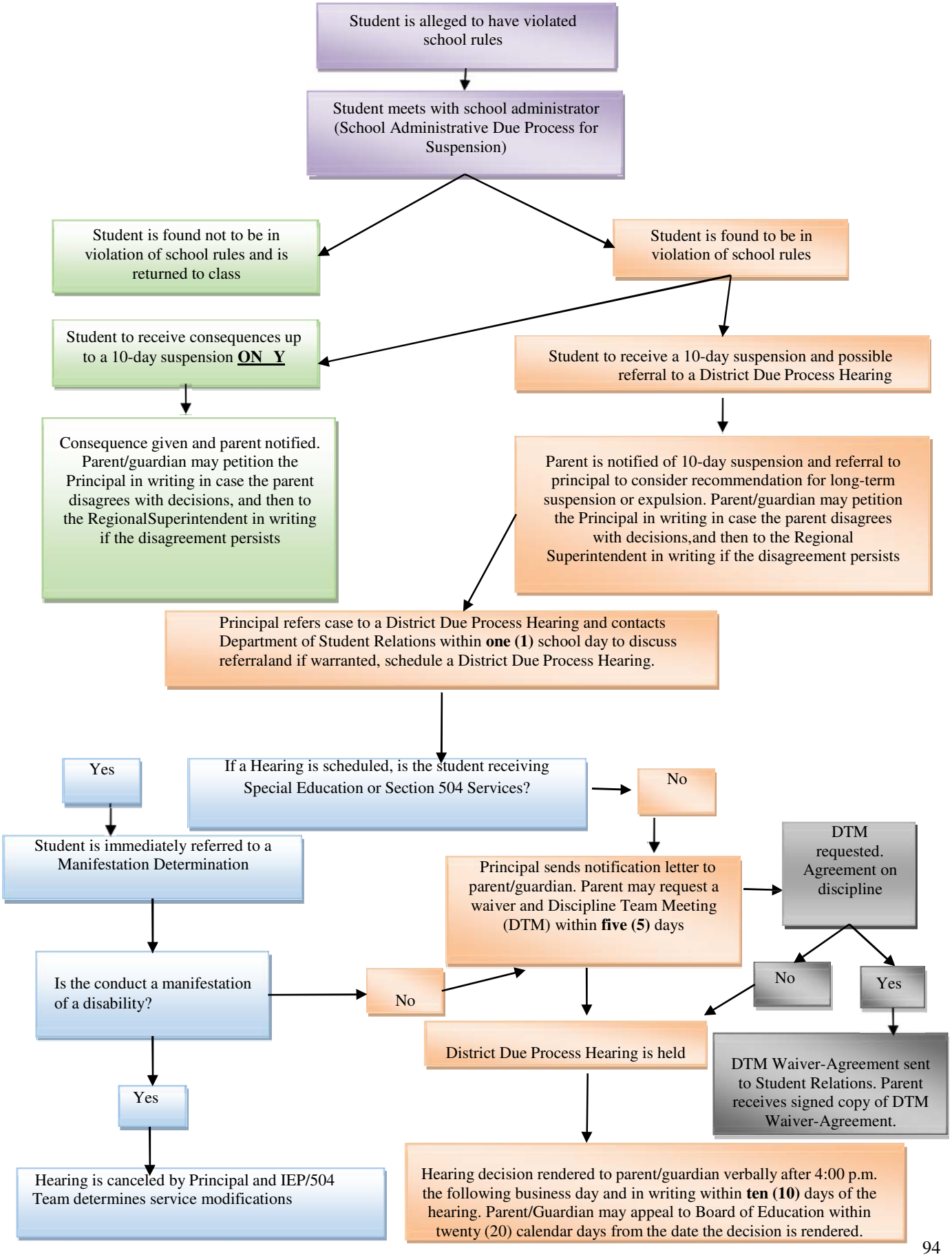
The DeKalb County School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.[1] The following person has been designated to handle inquiries regarding the non-discrimination policies:

DeKalb County School District

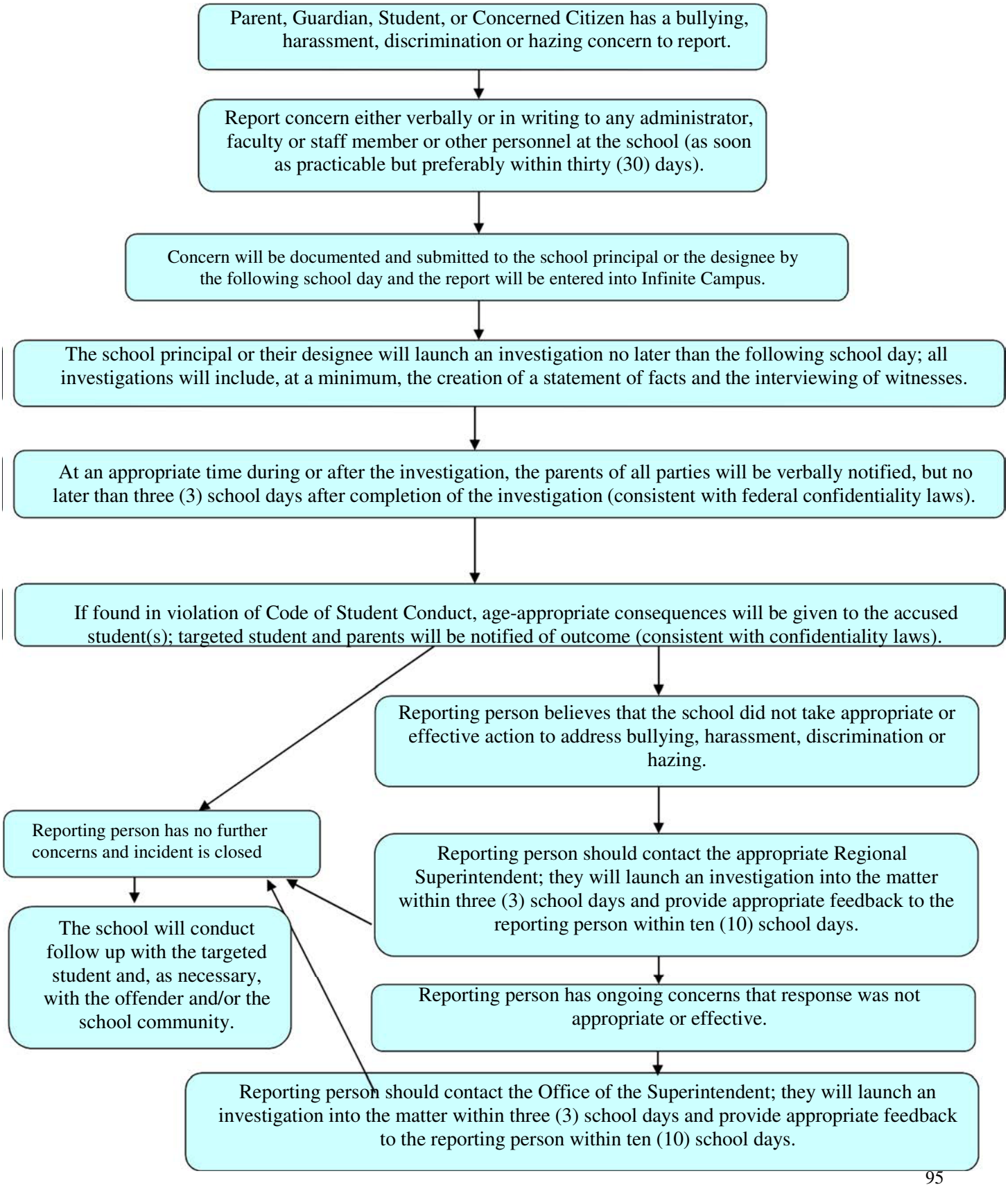
Employee Relations
1701 Mountain Industrial Boulevard, Stone Mountain, GA 30083
678-676-0107

For further information on notice of non-discrimination,
visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the office that serves your area, or call 1-800-421-3481.

DISCIP INE DUE PROCESS F OWCHART



2022-2023
BU YING/HARASSMENT/HAZING REPORTING F OWCHART



2022-2023

Bullying /Harassment/Discrimination/Hazing Report Form

This form is available at www.dekalbschoolsga.org/student-support-intervention/student-relations.

P EASE PRINT A INFORMATION EGIB Y.

Today's Date _____/_____/_____ ***School*** _____

Do you want to remain anonymous? Yes No (If yes, do not write in name)

Person Reporting Incident:

_____

Circle one: Victim/Target Concerned Student Parent/Guardian Relative Concerned Person

Telephone _____-_____-_____ ***E-mail*** _____

1. Name of alleged target student	***School***	***Grade***	***Race***	***Gender***
_____	_____	_____	_____	_____

2. Name(s) of alleged offender(s)	***School***	***Grade***	***Race***	***Gender***
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

3. Has this student been bullied, harassed, discriminated against, or hazed on previous occasions? Yes No Don't Know

4. On what date(s) did the incident(s) happen?

____/___/_____Time:_____AM/PM ____/____/_____ Time:_____AM/PM ϒ Multiple Dates
Mo. Day Year Mo. Day Year

5. Where did the incident(s) happen? (Choose all that apply.)

□ On school property (Please circle): Classroom Hallway Cafeteria Gym/ ocker Room Other
□ At a school-sponsored activity or event off school property
□ On a school bus (Please circle): AM/PM
□ On the way to/from school (Please circle): AM/PM
□ Online

6. Place an X next to the statement(s) that best describes what happened (Choose all that apply.):

□ Harassment (race/ethnicity, color, religion, national origin, gender, disability, sexual orientation, gender identity, etc.)
□ Physical Violence (hitting, kicking, shoving, spitting, hair pulling, or throwing something)
□ Persuading another person to hit or harm the student
□ Verbal (teasing, name-calling, making critical remarks, or threatening, in person or by other means)
□ Hazing
□ Extortion
□ Intimidating or making rude and/or threatening gestures
□ Exclusion (excluding or rejecting the student)
□ Spreading harmful rumors or gossip or Public Humiliation
□ Cyberbullying/Cyberstalking (Circle one: During School/After School)

7. Motivation of the bullying/harassment/hazing. (Check one):
__General___Race/Color __Religion __Gender __Gender Identity/Sexual Orientation __Physical/Mental Disability
__National Origin/Ethnicity__Other

Briefly describe the incident as reported to you or attach a written statement and any materials provided:

_____
_____
_____

This report has been submitted to (Circle): Principal Principal's Designee Regional Superintendent (Name) _____

___/___/_____ _____ _____
Date Submitted Submitter's Name Submitter's Signature
Distribution: Original to Principal/Principal's Designee; Copy for Student Records, Copy for Submitter Revised 6/22/22

"As the significant adult in the child's life while in school, teachers certainly have some degree of responsibility in maintaining discipline. Effective teaching cannot take place without discipline. However, the foundation for discipline begins at home. When teachers report a discipline problem, parents or guardians should talk to their children and to the teachers to work out a solution together.

The purpose of discipline should be to guide children toward acceptable behavior and to teach them to make wise and responsible decisions. Discipline helps children learn to think in an orderly fashion and to understand the logical consequences of their actions."

-National PTA

WRITTEN COMMENTS, SUGGESTIONS, OR RECOMMENDATIONS ABOUT THE CONTENTS OF THE CODE OF STUDENT CONDUCT ARE WE COME.
THEY MAY BE SENT TO:

DEPARTMENT OF STUDENT RE ATIONS
5823 MEMORIA DRIVE
STONE MOUNTAIN, GA 30083

(678) 676-1811

MRS. VICKIE B. TURNER, BOARD CHAIR

DR. VASANNE S. TINS EY, INTERIM SUPERINTENDENT

It is the policy of the DeKalb County Board of Education not to discriminate on the basis of race, color, religion, national origin, disability, pregnancy status, age, sex, sexual orientation, or gender identity, in any of the District's educational programs, activities, or practices.

Exhibit

Student Discipline Policy and Procedures

Student discipline is a critical factor in maintaining a safe environment for students and staff. While it's important that students be held accountable for their conduct, it is equally important that students and families know of their right to appeal and understand the appeal process in order to be better prepared for it.

Some student discipline issues are resolved through one-to-one counseling with a teacher, counselor or school administrator, and may require no more than an in-school suspension. This means that students are removed from the classroom for a short period of time for the purposes of redirecting or resolving misbehavior. Other issues may result in out-of-school suspensions. This is a more formal discipline approach, which prohibits students from attending school, and requires they have the direct supervision of a parent or other adult. Leadership Preparatory Academy follows the DeKalb County School District Code of Conduct in its entirety.

The most serious discipline approach, an expulsion, requires approval from the Governance Board and removes the student from Leadership Preparatory Academy. Expulsions cannot happen without due process. An expelled student may not participate in any program or activity, including school dances, athletics, and performing arts events.

In an effort to create a more positive school climate, LPA has implemented the Positive Behavioral Intervention System entitled iLEAD. The ultimate goal of PBIS is to create a safe and productive environment where educators can teach and all students can learn without disruption. This does not mean that students are no longer punished for inappropriate behaviors. PBIS practices are currently taking place throughout the district. As part of the PBIS initiative our schools has defined a set of school-wide expectations and rules for behaviors in all areas of the school which are posted throughout the school. All students will be explicitly taught these behavioral expectations through school developed lesson plans that include examples and non-examples of the specific expectation being addressed.

iLEAD Matrix

	Classroom	Hallway	Restroom	Cafeteria	Playground
Leadership	• Follow directions • Come prepared • Speak at appropriate times • Solve problems	• Move with a purpose • Silent passage • Transition in a line on the right side of the hallway	• Only two students at a time in the restoom • Remain silent • Move with a purpose	• Keep your food to yourself • Maintain table talk	• Interact kindly with others • Play fairly
Encouragement	• Give praise to peers • Exhibit good sportsmanship • Be a positive influence	• Model appropriate behavior	• Promote tidiness and good behavior	• Model dining etiquette	• Exhibit good sportsmanship • Include all children
Accountability	• Take care of personal and classroom materials • Turn in your personal best work • Be honest and responsible for your actions and work	• Keep the hallways clean • Keep your hands to yourself	• Keep the restroom clean	• Ensure your area is clean throughout the lunch period	• Keep the playground and surrounding area clean

Determination	• Challenge yourself academically • Be proactive	• Arrive on time	• Maintain a VIP Restroom (Very Important Place)	• Use your time wisely	• Have fun!

- Trojan Tokens will be distributed to students school wide who are modeling desired leadership behaviors.
- Individual teachers will determine what students can redeem with their tokens.
- The PTO will coordinate two events for students who adhered to the matrix all semester.

Exhibit

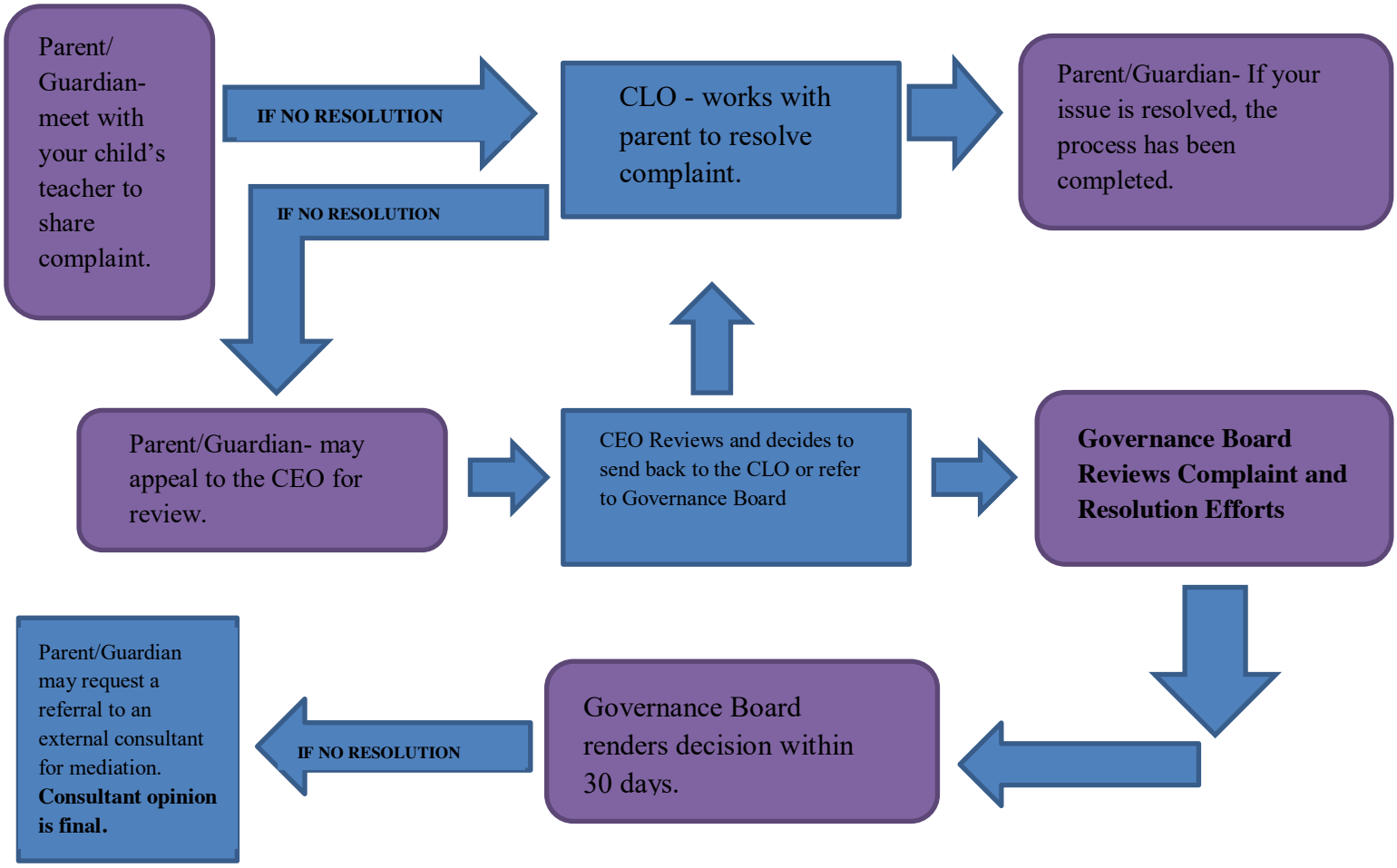
Student and Parent Complaint Procedure

Dear Students and Parents:

Student or parent complaints/concerns can be addressed by an email to the teacher. For those complaints/concerns that cannot be resolved with the teacher, the Governance Board has adopted a standard Complaint/Concern Resolution Policy.

The student or parent should first discuss and file a Level One complaint with the CLO, as dictated by the policy. However, it is our sincere desire that all complaints/concerns can be solved promptly, at the lowest level possible, and with an acceptable resolution.

Complaint/Grievance Resolution Process



Notice of Complaint/Concern Level 1

This form must be filled out completely by a student or parent and submitted to the CLO via email to ensure receipt.

Student's Name: _____

Address: _____

Telephone number(s): _____

If student is represented by a parent or other adult in pursuing this complaint, please identify the person representing or assisting you:

Name: _____

Address (If different from above): _____

Telephone number(s): _____ Relationship: _____

State the date of the event or series of events causing your complaint: _____

State your complaint/concern, including the individual harm alleged: (Use the back and additional sheets if necessary)

_____

_____

_____

State specific facts that support your complaint/concern (List in detail): _____

_____

_____

_____

_____

State the remedy you seek for this complaint/concern: _____

_____

_____

_____

Signature of student or parent: _____

Date submitted: _____

Date received by CLO: _____

Notice of Complaint/Concern Level 2

This form must be filled out completely by a student or parent appealing a Level 1 decision, or lack of a timely response after Level 2 conference, to the CLO.

Student's Name: _____

Address: _____

Telephone number(s): _____

To whom did you last present your complaint? _____

Date of Conference: _____

If a student is represented by a parent or other adult in pursuing this complaint, please identify the person representing or assisting you:

Name: _____

Address (If different from above): _____

Telephone number(s): _____ Relationship: _____

Please identify specifically what you disagree with in the Level 1 response and/or decision: _____

_____

_____

_____

Identify the issues that you think should be addressed in the Level 2 conference: _____

_____

_____

Please state the remedy you seek for this complaint/concern: _____

_____

_____

Signature of student or parent: _____

Date submitted: _____

Date received by the office: _____

Note: Attach a copy of the Level One complaint/concern
Attach a copy of the Level One decision being appealed, if applicable.

Notice of Complaint/Concern Level 3

This form must be filled out completely by a student or parent appealing a Level 2 decision, or lack of a timely response after Level 3 conference, to the Governance Board Chair.

Student's Name: _____

Address: _____

Telephone number(s): _____

Same: _____

To whom did you last present your complaint? _____

Date of Conference: _____

If student represented by a parent or other adult in pursuing this complaint, please identify the person representing or assisting you:

Name: _____

Address (If different from above): _____

Telephone number(s): _____ Relationship: _____

Please identify specifically what you disagree with in the Level 2 response and/or decision: _____

_____

_____

_____

Identify the issues that you think should be addressed in the Level 3 conference: _____

_____

_____

Please state the remedy you seek for this complaint/concern: _____

_____

_____

Signature of student or parent: _____

Date submitted: _____

Date received by the office: _____

Note: Attach a copy of the Level One and Two complaints.
Attach a copy of the Level One and Level Two decisions being appealed, if applicable.

Leadership Preparatory Academy

Complaints/Concerns Timeline

Concerns raised by parents/guardians about school personnel should be resolved as quickly as possible.

Step One (Level 1) Concerns/Complaints against school personnel raised by a parent/guardian shall be resolved as quickly as possible. The first step in resolving all concerns/complaints shall be for the parent/guardian to meet with school personnel to try to identify the true issues. It is expected that the majority of issues between a parent/guardian and school personnel will be resolved at this first meeting.		
Step Two If concerns are not resolved with school personnel at step one, the parent/guardian shall meet with the school's CLO to try to resolve the identified issue. If no resolution is reached with the CLO, the complaint may proceed to the formal level.		
Step Three (Level 2) The parent/guardian shall put their complaint or concern in **writing** using the approved forms, and submit to the site CLO. The CLO shall investigate the concern/complaint and shall respond in writing with ten (10) working days of receipt of the written complaint or concern lodged against any school personnel by a student, parent/guardian or other stakeholder in the student's interest.		
Step Four (Level 3) If the parent/guardian finds the CLO's proposed resolution to be unsatisfactory, an appeal may be made to the CEO. The parent/guardian shall follow the established procedure and submit the written complaint and CLO's written response along with any relevant/documentation to the CEO who shall respond to the parent/guardian, the CLO, and the employee within ten (10) working days of receipt of all required documentation.		
Step Five (Level 4) If the response of the CEO is unacceptable to the parent/guardian an appeal may be submitted to the Governance Board of LPA who will respond in writing to the parent/guardian, the CLO and employee within twenty (20) working days of receipt of the appeal from the parent/guardian, with formal board action subject to the board calendar meeting.		

Complaints/Concerns Timeline

Final Appeals

In every instance it is the responsibility of LPA to resolve the complaint/grievance within the organization. However if, after exhausting all steps within the organization and the complaint/concern is not resolved, the CEO will convene a mediation session with the concerned parties, utilizing a neutral mediator to resolve the issue. The results of the mediation session will be final. The neutral mediator will be chosen from a list of retired educators, who have agreed to serve in this capacity as volunteers. These educators will whenever possible, have had broad experience in the educational arena and will be representative of personnel at all levels of the school system: teaching professional, school based administrators, and system level personnel. The results of the mediation will be final.

Exhibit

EMPLOYEE HANDBOOK

2022 - 2023

LEADERSHIP PREPARATORY ACADEMY

EMPLOYEE HANDBOOK

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Dear Employee:

This handbook provides information on employment services, benefits, certification, compensation and classification, leaves of absence, attendance, and personnel records. Nothing in this handbook nor in the Leadership Preparatory Academy's ("LPA") policy manual shall be deemed to constitute an expressed or implied contract of employment.

This handbook and any policies, procedures, and benefits to which it refers may be modified, altered, or discontinued at any time by the LPA'S Governing Board at the discretion of the Board. No handbook can include or anticipate every issue, question, or concern that may arise; therefore, employees are encouraged to check LPA's webpage and complete listing of policies for any updates to personnel information, forms, procedures, and practices. This handbook is not intended to replace the policies established by the LPA Governance Board nor the LPA administration. Employees have a responsibility to familiarize themselves with, and abide by, the complete policies and procedures of the Governance Board, carry out their assigned responsibilities with conscientious concern and with professional behavior.

All employees are responsible for understanding the contents of this handbook, as well as all policies and administrative regulations of the LPA.

Sincerely,

Dr. Tonya M. Williams, Chief Academic Officer and Chief Learning Officer

OUR VISION

The vision of the LPA is to become the highest performing charter school in the nation.

OUR MISSION

The mission of the LPA is to develop scholars through a rigorous academic program that engages all stake holders by maximizing our students' potential to lead in the 21st century.

EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of LPA not to discriminate based on gender, age, race, color, disability, religion, or national origin in any educational program or other program, activity, or service or admissions to facilities operated by LPA or in the employment practices of LPA. It is the express policy of LPA to comply with all appropriate laws and regulations relating to discrimination now in effect or hereafter enacted including Title VI, Title VII, Title IX, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Title II of the Genetic Information Nondiscrimination Act of 2008, and all accompanying regulations.

ALCOHOL AND SUBSTANCE ABUSE

The Georgia Drug-Free Public Work Force Act of 1990 applies to Leadership Preparatory Academy. The Governance Board of LPA declares that the manufacture, distribution, sale or possession of controlled substances, marijuana and other dangerous drugs in an unlawful manner or being at work under the influence of alcohol, controlled substances, marijuana or other dangerous or illegal/unlawful drugs is a serious threat to the public health, safety and welfare. With this in mind, the Board declares that its work force must be absolutely free of any person who would knowingly manufacture, distribute, sell or possess a controlled substance, marijuana or a dangerous or illegal/unlawful drug in an unlawful manner. This prohibition specifically includes, but is not limited to, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol in the employee's workplace. This prohibition also includes, but is not limited to, an employee being under the influence of alcohol or controlled substances while on duty. As a condition of employment, each employee must abide by the terms of this policy and must notify their immediate supervisor within three (3) business days after any arrest on any drug related criminal charge and further notify their immediate supervisor within three (3) business days of any conviction, plea of nolo contendere, or a plea under the First Offender Act of the State of Georgia or any similar state or federal law of a drug-related offense. The Governance Board shall not consider for employment, any applicant who has been convicted, pled nolo contendere, or a pled under the First Offender Act of the State of Georgia or any similar state or federal law for the first time of any drug offense as described above *for a three month period* from the date of conviction, plea of nolo contendere, or a plea under the First Offender Act of the State of Georgia or any similar state or federal law nor shall the Governance Board consider any applicant for employment who has been convicted, pled nolo contendere, or a pled under the First Offender Act of the State of Georgia or any similar state or federal law for the second time of any drug offense as described above *for a five year period* from the most recent date of conviction.

AT-WILL EMPLOYMET

Georgia recognizes At-Will Employment; that is, an employee is hired at-will and employment can be terminated at the will of either party, for any reason or no reason at all. Employment-at-will means that, in general, an employer may terminate the employment relationship at any time, for any reason, or for no reason, unless an agreement or law exists to the contrary. Employees who do not receive an employment contract are considered "at-will." Thus, unless issued a Governance Board-approved employment contract, all LPA employees may be terminated at the will of the employer. Employees who are issued Board–approved contracts ***do not*** have At-Will Employment.

ATTENDANCE

Attendance is an essential part of the periodic evaluation of job performance, and employees are required to be at work, and on time. Employees who will be late to work or absent should personally notify their supervisor in advance or as quickly as possible so that their responsibilities can be covered appropriately. Absences for reasons that are not approved by the Governing Board of LPA may be considered job abandonment. Employee absences without approval for three or more days will be considered voluntary resignations.

Daily attendance and punctuality are performance expectations for all employees and are included in each job description as a primary responsibility. In the event that absence is necessary, employees are responsible for insuring verifiable contact with their supervisor prior to the start of the workday. The specific "call in" protocol will be provided in writing to all employees by the Chief Learning Officer (CLO). Employees are expected to call in for each day of absence

unless they are otherwise notified by their supervisor, or unless they are placed on an approved leave of absence. Employees who are excessively absent are subject to disciplinary action up to and including the recommendation to terminate employment. Employees must sign in and sign out each day using the electronic time clock. If an employee, leaves campus *prior to the end of the work day*, s/he must sign in and out using the electronic time clock. Failure to sign in and sign out can result in your pay being docked according to the employer's judgement and such decision by the employer is not subject to appeal.

Absence Without Accumulated Leave

Employees absent without accumulated leave will have a full day's pay deducted from their salaries for each such absence. The formula for determining a day's pay is as follows: • Ten month employees: annual salary divided by 190; • Eleven month employees: annual salary divided by 210; and • Twelve month employees: annual salary divided by 248.

Administrative or Directed Leave

During investigations or other specified situations, LPA may direct that an employee remain off work. This administratively required leave will be paid at the employee's regular rate of pay. State law must be followed concerning administrative leave for certificated employees.

Benefits Deductions During a Leave of Absence While an employee receives Sick Leave pay, benefits deductions continue to be charged against the employee's pay check. If the employee uses all available Sick Leave before the end of the FMLA period or if the employee is receiving payments from Workers Compensation, s/he may choose whether to continue paying for benefits deductions directly to the Payroll Office each month or to allow benefits coverage to lapse for the remainder of the leave of absence. In the event coverage lapses, deductions and coverage cannot begin again until the full month after the employee returns to work. Some benefits may have a "waiver of premium" so the employee is not required to pay the deduction after an extended period of disability.

Bereavement Leave

Georgia law allows school district employees to use accrued, unused Sick Leave as Bereavement Leave to receive pay for up to five days away from work due to the death of an immediate family member (mother, father, spouse, sibling or child) or a relative living at the same address. This is not an additional leave. This leave is deducted from your regular sick leave balance. LPA adopts and follows this rule. Employees may use up to one day of sick leave per year to be away from work due to the death of someone outside the immediate family.

Critical Days

Personal leave will not be granted for any reason neither the day before nor the day after a holiday, Pre-planning, Post-Planning, Professional Learning Day or for any portion of either of the excluded days. The CLO/CAO or the CEO may declare any specific time frame as "critical days" and personal leave will not be granted or applied during these designated days. If you are absent for personal reasons on any of those days, your pay will be docked. Leave will not be approved for neither the first two weeks of school, nor the last two weeks of school.

Excessive Absences/Tardies

Absences and/or tardies in excess of eight (8) days in the same school year will be monitored by the CLO excluding absences approved by FMLA and absences approved for the following leave types; annual leave, educational leave, jury duty/legal leave, military/government service leave, professional learning leave and

worker's compensation leave. Absences in excess of eight (8) days in the same school year are likely to adversely impact employees' work performance and job evaluation. As a form or corrective action, LPA will individually counsel and document problems with attendance, and issues with punctuality may result in an unsatisfactory evaluation, the nonrenewal of the employment contract, reductions in pay in instances of exhausted leave, and/or termination of employment.

Extended Leave of Absence

When the following conditions are met, an employee on an approved leave of absence may, at the discretion of the employee, remain on an Extended Leave of Absence:

a. The employee has remaining sick leave available at the end of the FMLA period; and

b. The Leave is for personal medical reasons and the employee remains disabled beyond the FMLA period. In this case, the employee may remain on Extended Leave, without impact on their pay, until all available Sick Leave is exhausted. Employees whose absence is covered by Workers' Compensation and who are unable to return to work at the end of the FMLA period are also considered to be on Extended Leave.

Family and Medical Leave Act (FMLA)

On the occasion when LPA has more than 50 or more employees, the FMLA applies. Employees are eligible for a leave of absence under the FMLA once they have worked for the school for twelve months and a total of 1250 work hours. Leave under the FMLA can be approved for up to 12 weeks in a rolling 12-month period for the following reasons:

a. For incapacity due to pregnancy, prenatal medical care, or childbirth;

b. To care for the employee's child after birth, or placement for adoption or foster care; entitlement to leave for a birth or placement of a child expires at the end of the 12 month period beginning on the date of the birth or placement;

c. To care for the employee's spouse, child, or parent who has a serious health condition;

d. For a serious health condition that makes the employee unable to perform the functions of his/her job; and

e. For a qualifying exigency leave arising out of the fact that the eligible employee's spouse, child, or parent is a covered military member on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

Hardship Leave

Hardship requests may be made by employees who have the accumulated sick leave when the need to attend to a family member's illness continues for more than 5 consecutive days, or when bereavement leave of more than 5 days is necessary. Appropriate and sufficient medical documentation must accompany the Leave Request related to a family illness. Documentation of the reason(s) for Extended Bereavement Leave must be provided for those requests. Employees can be approved for a maximum total of 45 days of sick leave use for absence due to the illness of a family member or a total of 20 days for bereavement. Deductions from leave balances will be made under these circumstances to the extent that they exhaust the leave category. Subsequently, any excessive leave will be debited from the employee's payroll upon return to work.

Jury and Witness Duty

Employees will receive regular pay when absent due to a jury duty summons. Employees who are subpoenaed as a witness and who have no direct personal interest in the legal proceedings will be allowed to be absent and will receive regular pay. Appropriate court documentation is required.

Leave of Absence Without Pay

All requests for a leave of absence without pay must be approved. Any employee who takes a leave of absence, for any reason, without approval from the CEO will be placed on leave without pay. If the employee fails to respond to the notification and/or to return to work, the employee may be recommended to the LPA Governing Board for termination from the LPA employment for abandonment of his/her assigned position.

Leaving Campus

If there is a need to leave campus, you may do so during your lunch period. You are not permitted to leave during your planning time. Planning time is allocated during the school day in order for you to collaborate with other team members, plan for activities related to improving the instructional program, developing lesson plans, parent conferences, etc. If you leave campus during your designated lunch period, you must clock out and clock back in upon your return using the biometric system.

Military Caregiver Leave of Absence

An eligible employee is entitled to 26 workweeks of leave during a single 12-month period to care for a family member with a serious injury or illness related to certain types of military service. The family member must be a covered service member. The employee must be the spouse, son, daughter, parent, or "next of kin" of the covered service member. Adequate documentation is required.

Military Leave

Employees who are a member of the National Guard or Reserves may be granted up to 18 days of paid leave each federal fiscal year for training or active duty. Documentation of the duty and dates of service must be provided in advance. Each employee must have the appropriate leave balance.

Other Medical Leave

Employees who deliver a baby during the first twelve months of employment will be allowed to take a leave of absence for the period of doctor ordered disability after delivery (normally six to eight weeks).

Personal Leave

Georgia law allows school district employees to use up to three days of accrued, unused Sick Leave each school year to receive pay during absences due to personal reasons. LPA adopts and will follow this rule. Personal Leave will not be approved for Critical Days as designated by the CLO at the beginning, at the end, and for certain other critical days of each school year. Personal leave days are not additional days earned. These days are deducted from your sick leave balance.

Professional Leave

Employees who attend a conference, seminar or workshop at the direction of the school are considered to be absent for professional development purposes. This Professional Leave is not deducted from any of the employee's leave accounts as it is considered work time.

Return to Work

Employees are expected to return to work at the end of the FMLA period or the Extended Leave period with a full release to perform all duties. The employee will return to the same position and work location as prior to the leave of absence in most circumstances. If the employee is unable to return to work, s/he may resign and maintain eligibility for re-employment in the future. Employees who are unable to return to work at the end of the approved leave of absence will be required to resign and are eligible for employment when they are cleared to work by the physician.

Sick Leave

Sick Leave is provided under Georgia law so employees can receive pay during absences related to medical issues for the employee or an immediate family member, as well as for certain other absences. Sick Leave is accrued at 1 ¼ days per working month, provided that *at least half the scheduled work days* of the month are worked. The maximum accrual is 120 days of sick leave for 190 day employees. Employees are not paid for unused sick leave when they are separate from employment.

Transfer of Sick Leave

This policy establishes guidelines and procedures for transferring sick leave to members who experience a continuing disability due to illness or injury.

Eligibility Criteria for Receiving Sick Leave from Another Employee

In order to receive sick leave donated by another LPA employee, all of the following criteria must be met. The recipient must:

- Have used all of their own accumulated sick leave, annual leave, compensatory time, and any other eligible leave amount for each separate serious illness or recurring diagnosed illness or accident;
- Have a continuing disability resulting from a serious personal illness or injury and be unable to work; and
- Not be receiving any other form of compensation including long term disability benefits, short term disability or worker's compensation benefits.

Before an employee is eligible to receive donated leave, his or her physician must provide current certification that the employee has a disability resulting from serious personal illness or injury and is unable to work.

Upon receipt of such medical certification, the employee is eligible to receive up to 20 days of leave in any school year, for which he/she would otherwise be without pay including holidays.

Eligibility for additional increments of 10 working days may be based on a *current and contemporaneous* medical certification of the continuing disability.

The maximum amount that may be transferred to an employee is limited to 90 days for which the employee would otherwise not be paid as stated above.

Transfer of sick leave to an employee may not be denied if all eligibility criteria are met. The dollar amount (value) of the leave being donated is equivalent to what the recipient employee's daily rate.

Policies and Guidelines, which shall be used prior to any donated leave.

Criteria for Donating Leave

In order to donate sick leave to a member of the Sick Leave Bank, an employee must have a current minimum balance greater than 10 sick leave days based on his/her accrual rate, after the donation.

An employee may donate more than one time to a single individual.

Procedural Guidelines

In order to facilitate sick leave transfer between employees, the following procedures should be followed:

The donating employee (donor) must email the CLO stating the name of the recipient and the amount of leave being donated.

The HR Manager, will verify the following:

- The donor and the recipient are eligible for donation;
- The donating employee has sufficient sick leave to cover the donation; and
- The amount will not result in the donor's remaining balance falling below 10 days;

Once the verifications have been made,

- The Sick Leave Bank Donation Form will be approved by the HR Manager and the CEO.
- The email will be placed in both the donor and the recipient's personnel files, and the original will be retained by the office responsible for processing leave.
- Donor forms will be date and time stamped in the order received.
  This will determine the order in which sick leave will be deducted from the donors' sick leave balances where there are multiple donors for a single individual. The recipient's supervisor will be notified of the amount of leave that has been donated.
- Before the initial transfer of leave is completed, the office processing leave will verify that the recipient has provided current certification from his/her health care provider that he/she continues to be unable to work for the period of time donated.
- A current, contemporaneous medical form may be required prior to the transfer of sick leave for every subsequent 10 days of donated leave. Prior to deducting subsequent leave from a donor, the HR office will verify that the donor has sufficient leave to cover the amount originally donated and also maintains the balance required after the donation.
- If less than the required amount is available, the leave donation request is denied.
- Payment of the donated leave will be based on the recipient's established rate of pay. No compensation will be paid to the donor.

Time for Voting

Polls in Georgia are open from 7:00 a.m. until 7:00 p.m., and often advance voting is allowed before the day of elections. Therefore, it is unlikely that time away from work would be necessary for an employee to vote. Employees should consult their supervisor to arrange for time off when necessary.

Vacation

Employees who work a 12-month schedule accrue vacation hours to cover their pay for scheduled absences. Unused vacation hours can be accumulated, up to a total of six times the annual accrual. Employees, who resign, retire or move to a non-eligible position will be paid for accumulated but unused vacation hours.

A full-time administrative member employed on a twelve (12) month or fiscal year basis shall be entitled to vacation/annual leave earned at the rate of two days (16 hours) per month. All working days during the fiscal year shall be counted; absences during academic calendar breaks shall be recorded as vacation; and all vacation days shall be recorded on institutional leave records. The maximum accrual and the accrual rate of vacation/annual leave for an administrative officer will be based upon his/her contractual work commitment. Vacation/annual leave shall be accrued based on the initial employment date of an employee. A new hire must be employed on or before the fifteenth of a month to qualify for accrual of vacation/annual leave for that month. Vacation/annual leave may be taken with supervisor's approval. Requests for leave should be submitted with as much advance notice as possible, except for unforeseen emergencies. Vacation/annual leave shall be taken at times mutually acceptable to the employee and his/her supervisor.

Employees may accrue the following days based on their years of experience:

- Less than ten years of creditable experience 1.25 days per pay period
- Ten to twenty years of creditable experience 2.0 days per pay period
- Twenty or more years of creditable experience 2.5 days per pay period

Annual duty employees may elect to convert their annual leave to sick leave or be paid for up to 20 days of any unused vacation leave during the month of December and May. All unused, accrued vacation/annual leave, not to exceed 180 days, shall be paid to an employee upon his/her termination from employment or at the point of 180 day accumulation. An employee who terminates on or after the fifteenth of a month shall accrue vacation/annual leave for that month. The payment for accrued vacation leave for a terminated employee will be paid the next month *after* the last payroll check is issued. It may become necessary for employees to be paid for vacation lieu of continuing to accrue vacation/annual leave beyond the 180 days maximum accrual at the election of the employer. Terminated employee is defined as an employee who is no longer employed at LPA full time/

Disputes Regarding Leave Balances

An employee who believes his/her leave balances contain an error must submit a written request for review to the CAO within one month of the pay period in question.

BENEFITS

A comprehensive benefits package is offered to full-time employees. Coverage will be effective on the first of the month following thirty (30) days of service and an insurance premium will be deducted the month prior to the effective date of coverage.

Annual Open Enrollment: Each employee must re-enroll in the flexible benefits program annually. You will lose your benefits for the following calendar year if you fail to complete open enrollment. Benefit information will be emailed to employees during open enrollment. Benefits are a large part of the total compensation package for LPA employees. In order to meet the changing needs of our employees, we are continuously reviewing and updating these benefits and their features.

Open Enrollment (OE) is the period each year when employees may enroll or change options or coverage, subject to the conditions described in the plan. The OE period, unless otherwise announced, occurs mid -October through mid-November of each calendar year. Coverage changes, or new enrollments, become effective the following January 1. (This is subject to change – please monitor your email for updates). Temporary employees (regular substitutes and miscellaneous employees) or employees who work less than 25 hours per week are not eligible for benefits.

Teachers Retirement System of Georgia (TRS) teachers, administrators, supervisors, clerical employees, paraprofessionals, and various administrative office staff are eligible members of the Teachers Retirement System (TRS). Benefits become available after 30 years of service, regardless of age, at 25 years of service with early retirement adjustments, or at age 60, after ten years of service. Employees who have 10 years of TRS service are eligible to apply for disability retirement benefits if permanently disabled, as well as survivor's benefits that are paid to a beneficiary. TRS retirement benefits are funded by a combination of employee and employer contributions. Current contribution rates and additional information about TRS are available at www.trsga.com.

The LPA Governance Board provides professional liability insurance for its employees, which may provide for legal expenses and damages that may arise from suits brought against employees for incidents that occur while they are carrying out assigned duties of their roles and responsibilities of the school.

Workers' Compensation Employees may be entitled to Workers' Compensation benefits if injured on the job. The injury must arise out of, and in the course of, employment. The injured employee must provide notice of the injury immediately, but no later than 10 days after the accident, to the employer, the employer's representative, or the employee's immediate supervisor. Failure to do so may result in the loss of benefits. The injured employee may select a medical care provider from the list of approved/selected providers posted in the building by the Governance Board. Only those providers listed are authorized to render reimbursable medical care for a work-related injury.

HEALTH BENEFIT PLANS

LPA offers health plans that include major medical and pharmacy benefits. See the separate document from Joey Costa and Associates about health plans.

STATE PERSONNEL ADMINISTRATION (Georgia Breeze) -FLEXIBLE BENEFIT PLANS

The LPA offers the following optional benefit plans:

- Dental
- Vision
- Legal Insurance
- Employee Optional Group Term Life and AD&D Insurance
- Spouse and Children Term Life Insurance

- Dependent Care Spending Accounts
- Health Care Spending Accounts
- Short-Term Disability - Replaces up to 60% of salary
- Long-Term Care Insurance
- Specified Illness Insurance

COBRA

If an employee or their dependents become ineligible for coverage under the LPA's medical, dental, or vision program, the employee may be eligible to extend coverage under the federal COBRA program. This allows the employee and/or dependents to continue receiving insurance coverage through the employee's self-paid premiums.

CELL PHONE USE

Teachers may bring their cellular phone in the classroom. However, it is required that the cellular phone be turned off when students are present, during instruction, or when on duty, or at other work related engagements so that incoming calls cannot be received. The cellular phone may only be used in emergencies where the life or health of a student or staff member is in eminent danger, before, during, after school, and during planning time for official business only.

CERTIFICATION

It is the responsibility of all certified employees to obtain and maintain valid in-field Georgia certification. Employees may contact the Professional Standards Commission or the Chief Academic Officer (CAO) for certification forms and requirements. Teachers must be "highly qualified" to teach in the assigned subject area(s) as required by the Elementary and Secondary Education Assistance Act of 1965. All paraprofessionals must hold a Paraprofessional Certificate issued by the Georgia PSC. Certification requirements may be found at the Georgia PSC website, www.gapsc.com.

CHILD ABUSE AND NEGLECT REPORTING

As you are aware, Georgia law deems BOTH **school** employees and volunteers to be mandated reporters (.http://oca.georgia.gov/mandated-reporter) If you have reason to believe that a child has suffered: (1) physical, non-accidental injury or injuries by a parent, guardian or caretaker, (2) neglect or exploitation by a parent, guardian or caretaker, (3) sexual abuse, or (4) sexual exploitation, please follow the protocol below to ensure that the appropriate authorities are notified. These protocols have been developed to guide those persons who have been deemed mandated reporters in exercising this duty within the school structure.

If a child or other individual tells you about a situation that seems like it might require reporting, please take the following steps:

1. Find the CLO or, if not available, the CAO, CEO or other school administrator ("Responsible Administrator"), and make an immediate verbal report of the alleged incident of abuse/neglect in person (no written notes, e-mail, or text messages). Unless requested by the Responsible Administrator, do not provide written documentation to other personnel, even the child's classroom teacher.

2. If a Responsible Administrator is unavailable, call one of them on the phone (but do not text information to them). If the student is with you, please have them sit in the CEO's office so that they are supervised, and so that you have privacy to make your call. If the CEO is not available, please have the student sit with the (in descending order): Academic Coach, Counselor, School Nurse, or Administrative Assistant.
3. If you choose, and to assist you in the allegation recall, you may make a note in your *personal record* of the date, time and brief nature of the alleged incident of abuse/neglect reported to the Responsible Administrator. Your personal record *does not* include school records. This is solely for your benefit, to keep track of when the alleged incident of abuse/neglect was reported and to whom it was reported. This information is *not* to be shared.
4. A staff member who makes a report to the Responsible Administrator is deemed to have fully complied with the law.
5. The responsibility for following up with the student, other staff members, family members, etc., DOES NOT lie with you. **Please DO NOT conduct your own investigation.**
6. If asked about the situation later, the Responsible Administrator will provide no details regarding the incident other than to confirm that they are aware of the situation. There are matters of strict confidentiality and highest privacy in any alleged incident of abuse/neglect. This is for the protection of everyone involved, including the person who initially reported the incident.
7. Please be aware of the fact that there is likely pertinent information to which you are not privy regarding the situation. Please DO NOT make assumptions nor offer scenarios. Please do not editorialize in any fashion.
8. Making a verbal report of alleged abuse/neglect to the Responsible Administrator as outlined above is a CONFIDENTIAL matter and should be treated as such. If other personnel need to be informed regarding the situation or follow up needs to be made with other staff members, the Responsible Administrator will do so.
9. It is important that all mandated reporters involved in services to children who are alleged to be abused/neglected follow this protocol. This protocol has been established so that appropriate, sensitive needed services are provided in the best way possible.
10. Failure to comply with this protocol is actionable and penalties may range from a verbal warning to a written warning to non-renewal of contract or even termination.

CODE OF ETHICS

All LPA certified staff are required to comply with the **Code of Ethics for Educators (GA PSC Rule 505-6-.01)**. The Code of Ethics can be found at http://www.gapsc.com/Rules/Current/Ethics/505-6-.01.pdf

The Code of Ethics for Educators defines the professional behavior of educators in Georgia and serves as a guide to ethical conduct. The Professional Standards Commission has adopted standards that represent the conduct generally accepted by the education profession. The code defines unethical conduct justifying disciplinary sanction and provides guidance for protecting the health, safety, and general welfare of

students and educators, and assuring the citizens of Georgia a degree of accountability within the education profession.

(2) Definitions

(a) "Certificate" refers to any teaching, service, or leadership certificate, license, or permit issued by authority of the Professional Standards Commission.

(b) "Educator" is a teacher, school or school system administrator, or other education personnel who holds a certificate issued by the Professional Standards Commission and persons who have applied for but have not yet received a certificate. For the purposes of the Code of Ethics for Educators, "educator" also refers to paraprofessionals, aides, and substitute teachers.

(c) "Student" is any individual enrolled in the state's public or private schools from preschool through grade 12 or any individual under the age of 18. For the purposes of the Code of Ethics and Standards of Professional Conduct for Educators, the enrollment period for a graduating student ends on August 31 of the year of graduation.

(d) "Complaint" is any written and signed statement from a local board, the state board, or one or more individual residents of this state filed with the Professional Standards Commission alleging that an educator has breached one or more of the standards in the Code of Ethics for Educators. A "complaint" will be deemed a request to investigate.

(e) "Revocation" is the invalidation of any certificate held by the educator.

(f) "Denial" is the refusal to grant initial certification to an applicant for a certificate.

(g) "Suspension" is the temporary invalidation of any certificate for a period of time specified by the Professional Standards Commission.

(h) "Reprimand" admonishes the certificate holder for his or her conduct. The reprimand cautions that further unethical conduct will lead to a more severe action.

(i) "Warning" warns the certificate holder that his or her conduct is unethical. The warning cautions that further unethical conduct will lead to a more severe action.

(j) "Monitoring" is the quarterly appraisal of the educator's conduct by the Professional Standards Commission through contact with the educator and his or her employer. As a condition of monitoring, an educator may be required to submit a criminal background check (GCIC). The Commission specifies the length of the monitoring period.

(k) "No Probable Cause" is a determination by the Professional Standards Commission that, after a preliminary investigation, either no further action need be taken or no cause exists to recommend disciplinary action.

Standard 1: Legal Compliance - An educator shall abide by federal, state, and local laws and statutes. Unethical conduct includes, but is not limited to, the commission or conviction of a felony or of any crime involving moral turpitude; of any other criminal offense involving the manufacture, distribution, trafficking, sale, or possession of a controlled substance or marijuana as provided for in Chapter 13 of Title 16; or of any other sexual offense as provided for in Code Section 16-6-1 through 16-6- 17, 16-6-20, 16-6-22.2, or 16-12-100; or any other laws applicable to the profession. As used herein, conviction includes a finding or verdict of

guilty, or a plea of nolo contendere, regardless of whether an appeal of the conviction has been sought; a situation where first offender treatment without adjudication of guilt pursuant to the charge was granted; and a situation where an adjudication of guilt or sentence was otherwise withheld or not entered on the charge or the charge was otherwise disposed of in a similar manner in any jurisdiction.

Standard 2: Conduct with Students - An educator shall always maintain a professional relationship with all students, both in and outside the classroom. Unethical conduct includes but is not limited to:

1. Committing any act of child abuse, including physical and verbal abuse;
2. Committing any act of cruelty to children or any act of child endangerment;
3. Committing any sexual act with a student or soliciting such from a student;
4. Engaging in or permitting harassment of or misconduct toward a student that would violate a state or federal law;
5. Soliciting, encouraging, or consummating an inappropriate written, verbal, electronic, or physical relationship with a student;
6. Furnishing tobacco, alcohol, or illegal/unauthorized drugs to any student; or
7. Failing to prevent the use of alcohol or illegal or unauthorized drugs by students who are under the educator's supervision (including but not limited to at the educator's residence or any other private setting).

Standard 3: Alcohol or Drugs - An educator shall refrain from the use of alcohol or illegal or unauthorized drugs during the course of professional practice. Unethical conduct includes but is not limited to:

1. Being on school premises or at a school-related activity while under the influence of, possessing, using, or consuming illegal or unauthorized drugs; and
2. Being on school premises or at a school-related activity involving students while under the influence of, possessing, or consuming alcohol. A school-related activity includes, but is not limited to, any activity sponsored by the school or school system (booster clubs, parent-teacher organizations, or any activity designed to enhance the school curriculum i.e. Foreign Language trips, etc.).

Standard 4: Honesty - An educator shall exemplify honesty and integrity in the course of professional practice. Unethical conduct includes but is not limited to falsifying, misrepresenting, or omitting:

1. Professional qualifications, criminal history, college or staff development credit and/or degrees, academic award, and employment history;
2. Information submitted to federal, state, local school districts and other governmental agencies;
3. Information regarding the evaluation of students and/or personnel;
4. Reasons for absences or leaves;
5. Information submitted in the course of an official inquiry/investigation; and 6. Information submitted in the course of professional practice.

Standard 5: Public Funds and Property - An educator entrusted with public funds and property shall honor that trust with a high level of honesty, accuracy, and responsibility. Unethical conduct includes but is not limited to:

1. Misusing public or school-related funds;
2. Failing to account for funds collected from students or parents;

3. Submitting fraudulent requests or documentation for reimbursement of expenses or for pay (including fraudulent or purchased degrees, documents, or coursework);
4. Co-mingling public or school-related funds with personal funds or checking accounts; and
5. Using school property without the approval of the local board of education/governing board or authorized designee.

Standard 6: Remunerative Conduct - An educator shall maintain integrity with students, colleagues, parents, patrons, or businesses when accepting gifts, gratuities, favors, and additional compensation. Unethical conduct includes but is not limited to:
1. Soliciting students or parents of students to purchase equipment, supplies, or services from the educator or to participate in activities that financially benefit the educator unless approved by the local board of education/governing board or authorized designee;
2. Accepting gifts from vendors or potential vendors for personal use or gain where there may be the appearance of a conflict of interest;
3. Tutoring students assigned to the educator for remuneration unless approved by the local board of education/governing board or authorized designee; and
4. Coaching, instructing, promoting athletic camps, summer leagues, etc. that involves students in an educator's school system and from whom the educator receives remuneration unless approved by the local board of education/governing board or authorized designee. These types of activities must be in compliance with all rules and regulations of the Georgia High School Association.

Standard 7: Confidential Information - An educator shall comply with state and federal laws and state school board policies relating to the confidentiality of student and personnel records, standardized test material, and other information. Unethical conduct includes but is not limited to:
1. Sharing of confidential information concerning student academic and disciplinary records, health and medical information, family status and/or income, and assessment/testing results unless disclosure is required or permitted by law;
2. Sharing of confidential information restricted by state or federal law;
3. Violation of confidentiality agreements related to standardized testing including copying or teaching identified test items, publishing or distributing test items or answers, discussing test items, violating local school system or state directions for the use of tests or test items, etc.; and
4. Violation of other confidentiality agreements required by state or local policy.

Standard 8: Abandonment of Contract - An educator shall fulfill all of the terms and obligations detailed in the contract with the local board of education or education agency for the duration of the contract. Unethical conduct includes but is not limited to:
1. Abandoning the contract for professional services without prior release from the contract by the employer, and
2. Willfully refusing to perform the services required by a contract.

Standard 9: Required Reports - An educator shall file reports of a breach of one or more of the standards in the Code of Ethics for Educators, child abuse (O.C.G.A. § 19-7-5), or any other required report. Unethical conduct includes but is not limited to:

1. Failure to report all requested information on documents required by the Commission when applying for or renewing any certificate with the Commission;
2. Failure to make a required report of a violation of one or more standards of the Code of Ethics for educators of which they have personal knowledge as soon as possible but no later than ninety (90) days from the date the educator became aware of an alleged breach unless the law or local procedures require reporting sooner; and
3. Failure to make a required report of any violation of state or federal law soon as possible but no later than ninety (90) days from the date the educator became aware of an alleged breach unless the law or local procedures require reporting sooner. These reports include but are not limited to: murder, voluntary manslaughter, aggravated assault, aggravated battery, kidnapping, any sexual offense, any sexual exploitation of a minor, any offense involving a controlled substance and any abuse of a child if an educator has reasonable cause to believe that a child has been abused.

Standard 10: Professional Conduct - An educator shall demonstrate conduct that follows generally recognized professional standards and preserves the dignity and integrity of the teaching profession. Unethical conduct includes but is not limited to any conduct that impairs and/or diminishes the certificate holder's ability to function professionally in his or her employment position, or behavior or conduct that is detrimental to the health, welfare, discipline, or morals of students.

Standard 11: Testing - An educator shall administer state-mandated assessments fairly and ethically. Unethical conduct includes but is not limited to:
1. Committing any act that breaches Test Security; and
2. Compromising the integrity of the assessment.

CONDUCTING PERSONAL BUSINESS

The established hours of duty may not be used for conducting personal business. Violators will be addressed accordingly.

CONFIDENTIAL NATURE OF WORK

Student and employee files, records, documentation and other information are private and confidential. Disclosure of such information is limited by applicable federal and state laws.

CONTRACTS/LETTERS OF OFFER

Contracts for certified employees and other Board-approved personnel are issued for no more than one school year unless otherwise specified in the contract. For new, certified employees, a temporary contract for up to 20 days is issued pending the results from the criminal background check. A contract of employment is made by and between an employee and the LPA Governance Board of Leadership Preparatory Academy. Employment contracts of teachers and other Board-approved personnel shall be in writing, and such contracts shall be signed by such personnel on their own behalf and by the CEO, or his designee (such as the CLO), on behalf of the LPA Governance Board. An employee who is fulfilling a full year contract for the current year will

be notified by May 15 if a contract for the ensuing year will not be offered. An employee who holds a contract for less than one full year will not necessarily be offered a full contract for the ensuing year.

COMPLAINT/GREIVANCE PROCEDURES

The purpose of this policy is to provide a method for the LPA Governance Board and its employees to reach solutions to problems, disputes, or controversies that may occur, and to provide a mechanism for employees or applicants to complain about unlawful discrimination or harassment. It is the intent of this policy to provide, in a clear and concise way, the solution to complaints at the lowest possible administrative level, as fairly, and as expeditiously as possible. This policy may also be used specifically as a procedure by employees who allege discrimination or harassment based on age, gender, race, color, religion, national origin, or disability. In the case of alleged discrimination based on age, gender, race, color, religion, national origin, or disability, employees may complain directly to the CEO or their designee who will make a prompt investigation. This complaint and grievance procedure is applicable to any claim by any employee of LPA who alleges to be affected in his/her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements of this school or with which the is required to comply. ***Exclusions*** - Unless the complaint is based on unlawful discrimination, this procedure shall not apply to:

- Performance ratings contained in personnel evaluation and professional development plans;
- Job performance evaluations or reviews;
- Termination, non-renewal, demotion, suspension, or reprimand of any employee; and/or
- The revocation, suspension, or denial of certificates of any employee by the PSC or other authorized licensing body, agency, or commission. An employee, who chooses to appeal under O.C.G.A. §20-2-1160, shall be barred from pursuing the same complaint under this policy.

Personnel at LPA shall have the right to present and resolve complaints relating to matters affecting employment at the lowest organizational level possible. The LPA Governance Board encourages all employees to resolve their complaints informally in a spirit of collegiality whenever possible. The following is presented as the procedure where such efforts do not succeed, or where, for any other reason, the employee desires to pursue this procedure. [Act of the General Assembly of 1992, O.C.G.A. 20-2-989.5 et seq.]

Individuals who elect to participate in the grievance and complaint process as outlined herein, accept and agree to abide by the terms and conditions of this procedure as outlined in the processes prescribed herein. Accordingly, complainants must adhere to the timelines and agree to fully cooperate with any investigation or review by any authorized party charged with such investigation or review as outlined herein. Further, the complainant must participate and deal in good faith, observing proper, courteous, and professional behavior at all times.

SECTION 1-C. DEFINITIONS.

1. "Level One Administrator" means the CLO of LPA with respect to teachers assigned to that school, and the immediate supervisor of the complaining party. With respect to the certified Administrators supervised by the Chief Executive Officer (CEO), the "Level One Administrator" shall be the (CEO) who is deemed the immediate supervisor of the complaining party. In any case not covered by this paragraph, the "Level One Administrator" shall be the supervisory, certificated person designated by the LPA Governance Board or in the absence thereof, by the CEO to hear the complaint.
2. "Head/Lead administrator" of LPA means the Chief Executive Officer.
3. "Complaint" means any claim or grievance by an employee of LPA which is filed pursuant to this policy and which comes within the scope of the policy on complaints and grievances.
4. "Notification" means delivery in person to the party entitled to notification, or deposited in the United States Mail, certified mail, return receipt requested, to the last known address of the party entitled to notification or by email to the last known address of the party entitled to notification.
5. “LPA Board” means the Board of Directors also known as the Governance Board of LPA Charter School.
6. “Superintendent” means the Superintendent of the DeKalb County School District.
7. “School Board” means the Board of Education of the DeKalb County Schools
8. “Complainant” means any employee of LPA who files a Complaint pursuant to this policy.
9. A document is “filed” when it is physically received in the CEO’s office via U.S. Mail, e-mail, facsimile, or verified hand-delivery.
10. “Notice” may be accomplished by certified mail, e-mail, facsimile, or verified hand delivery. If the written Complaint Form does not include an address, notice to the Complainant is accomplished by certified mail to the Complainant’s last known physical address submitted to the CEO. If the notice is sent by certified mail, it is deemed delivered upon proof of its deposit with the United States Postal Service; such notice must be adequately addressed and must contain adequate postage.
11. “Notice of Summary Dismissal Letter” may be accomplished by certified mail or hand delivery and will follow the procedures as set forth by the DeKalb County Schools Administration. Summary of Dismissal Procedures pursuant to O.C.G.A. § 20-2-989.8.

SECTION 2-C. SCOPE OF COMPLAINT; EXCLUSIONS.

1. Scope. Unless excluded by paragraph (b) hereof, this complaint and grievance procedure is applicable to any claim by any professional certificated by the

Professional Standards Commission who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies rules, regulations, or written agreements of this school or with which the school is required to comply.

2. Exclusions. The following shall not be subject to complaint pursuant to the provision of this policy:

a) Personnel evaluation job performance ratings and professional development plans pursuant to O.C.G.A. § 20-2-210;
b) The termination, nonrenewal, demotion, suspension, or reprimand of any employee pursuant to O.C.G.A. § 20-2-940, et seq;
c) The revocation, suspension, or denial of certification of any employee pursuant to O.C.G.A. § 20-2-790, et seq;
d) A matter that has already been presented directly to the DeKalb County School Board pursuant to O.C.G.A. § 20-2-1160; and
e) A sexual harassment or hostile work environment complaint that may be submitted pursuant to DeKalb County School Board Policy GAEB.

SECTION 3-C. FORM, TIMELINES, FAILURE TO MEET TIMELINES, RESOLUTION.

1. The Complaint must be in writing and shall include the following components:

- A statement confirming the intent of the Complainant to utilize this Complaint procedure.
- The mailing address and email address of the complainant to which notices and all other documents may be delivered
- A reference to or a description of the statute, policy, rule, regulation, or written agreement that is alleged to have been violated, misapplied, or misinterpreted.
- A brief statement of the facts on which complaint is based that explains how such statute, policy, rule, regulation or written agreement was violated, misapplied, or misinterpreted.
- A statement of the relief desired.

2. The total time frame should not exceed seventy (70) calendar days from the date the Complaint is filed to the date a copy of the Governance Board's decision is delivered to the Complainant, unless time limits have been mutually waived by the parties through a written agreement.

3. Any complaint not processed within the timetable required in this procedure shall be forwarded to the next level designated.

4. The time restraints contained herein may be extended by mutual, written agreement of the Complainant and the administrator or the CEO and/or the Governance Board. The extension, by agreement, of any time limit will automatically extend the overall seventy (70) day time limit or by an additional (60) days.

Informal Conference To Resolve

To expedite the resolution of Complaints at the lowest possible level, employees are encouraged, to first file a Request for an Informal Conference to Resolve ("ICR") with his/her immediate supervisor, prior to requesting a Level One Hearing.

1. Employee should make an appointment with immediate supervisor to discuss the nature of the complaint and state the relief desired.
2. Employee must reference or describe the nature of the complaint, the statute, rule regulation, policy, or agreement that is alleged to have been violated misapplied or misinterpreted.
3. The employee may also submit notes in writing if they feel it is relevant and appropriate.
4. Supervisor will provide responses during the informal conference if appropriate and/or if known.
5. If they are not known and if more information is need to be researched; Administrator must provide a date certain (not to exceed 10 working days) to get response to the employee.
6. Administrator must schedule a meeting with employee and give response to employee; must also memorialize the informal conference and retain the memorandum in the immediate supervisor's office files, with appropriately distributed copies.

Level One Hearing

1. At the conclusion of the ICR, the employee must give written notice to his/her immediate supervisor of the acceptance of, or challenge to, the resolution of his/her complaint/grievance. Further, the employee must provide this written notice within five (5) calendar days from the time his/her supervisor presented the employee with their decision.
2. If the employee disagrees with the decision of their immediate supervisor, the process moves to a Level One Hearing whereupon the Complainant has five (5) working days to file a complaint in writing with the CEO of LPA, [this is now a total of ten (10) days from the appeal of the decision on the complaint as presented.]
3. The employee must include the following in the Notice of a Complaint to the CEO:
    a) Employee must state in writing the nature of the complaint and the fact that they have gone through the ICR process and the outcome.
    b) Employee must include the original Request for an Informal Conference to Resolve ("ICR") and a copy of the resolution presented by the administrator.
    c) Employee must state why they believed the outcome was not correct.
    d) Employee must state the desired outcome and why such outcome is appropriate.
    e) Employee must bring forward and present any additional evidence and/or witnesses if essential or necessary and any other pertinent information identified and required by the CEO.
4. CEO must sign and date the Notice presented by the employee as showing received.
    f) Employee must present any other pertinent information identified and required by the CEO.

5. The CEO has ten (10) working days to research and provide response to the complaint in writing.
6. The CEO can send the employee back to the immediate supervisor for a response within the ten (10) day period for further consideration.
7. Any response to the employee must be in writing identifying the reason for said decision and must be submitted within the same ten (10) day period as indicated in item (i) above, and an acknowledged copy will be filed in the employee's HR file. Employee must sign and date the notice letter from the CEO.
    a) At the conclusion of the Level 1 Hearing, the employee must give written notice to the CEO, of the acceptance of, or challenge to, the resolution of his/her complaint/grievance. Further, the employee must provide this written notice within five (5) calendar days from the time the CEO presented the employee with their decision.
    b) If the employee decides to move to a **Level Two Hearing**, they have five (5) working days to file a complaint in writing with the CEO of LPA. This must be accomplished by sending a Notice of Appeal to the Chair of the LPA Governance Board.
    c) Any complaint not processed within the timetable required in this procedure must be forwarded to the next level

Level Two Hearing - Appeal from Level One

The employee has decided to Appeal the decision of the CEO of LPA and desires to move to a Level Two Hearing.

1. The Notice of Appeal required in order to move the **Level Two Hearing -** Appeal from Level One must include the following:
    i. All of the documentation required of the Level One Hearing, including all notices.
    ii. Must state the nature of the complaint
    iii. Must confirm they have been through the Informal conference process and the Level One Process; must state the outcomes of the previous process and why.
    iv. Must submit the reason they want to move to Level Two Hearing.
    v. Must state the outcome they are looking for and why.
2. Within five (5) working days of the Level One decision, The employee must submit the following in a Notice addressed to the Chairperson of the Leadership Preparatory Governance Board of Directors (Governance Board):
    a) The Notice can be submitted one of two ways-
        a. Hand delivered to the CEO's office where the Complainant must ensure that receipt is acknowledge and dated and a copy of such is received by the Complainant; or
        b. Notice is placed in U.S. mail, addressed to the CEO at the school post office box, and sent by Certified Mail with restricted delivery.
    b) The Chairperson will do the following:
        a. Acknowledge receipt of Notice within ten (10) working days of receipt of the Notice by mail or from the CEO.

b. Select a sub-committee of the Governance Board of Directors (up to 3) who will hear the complaint.
c. Include the Time, Date, Place of said Level Two Hearing in response to the employee and also list any evidence or materials the employee should bring with or submit prior to the meeting. This Hearing Notice must be postmarked, hand delivered or emailed within 10 working days of the Chair's receipt of the Notice of Appeal.

c) Employee must, acknowledge and deliver receipt of the Chair's Response and Meeting Schedule within five working days of receipt of such Notice from the Chair.
d) After Sub-Committee hears evidence, they will make a recommendation to the "Committee as a Whole."
    a. The Board of Directors can also remand the decision to the CEO, notifying the employee of the Board's decision for the CEO to re-open and re-consider.
    b. The CEO must make his decision within the same timeline required of the Board of Directors.
    c. The decision from either the Governance Board or the CEO must be delivered in writing and must be submitted within the timeline in Section 3-C #2 above.
e) The Governance Board will take final action on the decision and disseminate the decision to the employee in writing in the event the case is not remanded to the CEO.
f) Any complaint not processed within the timetable required in this procedure must be forwarded to the next level.

Any complaint lodged against the CEO will be considered a Level Two complaint and shall be handled according the procedures outlined above, except that the notice must be delivered via the acceptable, verifiable means directly to the Governance Board chair.

Level Three - Appeal from Level Two – Non Binding Mediation

1. Should the LPA employee decide that they wish to appeal the decision made at Level Two, they have the ability to appeal by submitting to Mediation.
2. Mediation requires that the employee:
    a. Submit a Request for Mediation to the CEO of LPA within five (5) working days of receipt of decision of the Level Two Appeal.
    b. The request must state that *"…the Employee wishes to enter into Mediation with the Executive Leadership* [CEO] of Leadership Preparatory Academy; further it must state that the employee was "…not satisfied with the Level Two decisions and therefore wishes to enter into the Mediation process for a final decision".
3. A neutral third party will contact the employee and the CEO and schedule the Mediation process based on the mutual approval of both parties.
4. Mediation is Non-Binding. However, LPA will consider this matter closed after that level unless there is a ruling of a court of competent jurisdiction.

SECTION 4-C. Records, Time, Representation, Costs, Reprisals.

For the Record

1. The proceedings of the Informal Conference to resolve are between the immediate supervisor and the employee only. The immediate supervisor shall keep simple notes to memorialize the conference while making attempts to resolve the issue. Direction and memorandum are only provided to address and resolve the issues if deemed necessary by the supervisor and become part of the documentation in the record. Said documentation will be shared only as necessary. Otherwise it is filed with the CLO and CEO only.
2. The proceedings at Level One and Two shall be accurately recorded by mechanical means, and all evidence introduced at this level shall be preserved. The record of these proceedings and the evidence introduced shall be made available at all times and memorialized in the school's administrative files and ultimately the employee's record.

Time Limits

The hearing officer/moderator of the hearing shall have the authority to maintain order at any hearing; the hearing officer/moderator will be able to limit the time frame within which the Employee, or any other party presenting evidence or examining witnesses, must be completed. Time limits may be imposed by the hearing officer/moderator at the outset of the hearing, or at any time during the hearing.

Representation

1. At Level One and Two, the presence of any individual other than the Employee, and the LPA Supervisor, and any witnesses that may be called to testify by either of them is specifically prohibited. The Employee and the administration are entitled to the presence of an individual of their choice to assist them in the presentation of the Complaint and the administration's response thereto at Level Three only.
2. At the Level Three – Mediation, the mutually agreed upon mediator will establish the rules set forth for the mediation process.

Costs

Except for the cost of preparing and preserving the record of the proceedings conducted under this procedure, which shall be borne by the school, all costs and fees shall be borne by the party incurring or taking action that precipitates the costs or fees unless otherwise agreed upon in writing by the parties involved.

Reprisals

The Employee shall not be the subject of any reprisals or retaliation as a result of filing a Complaint under this policy. Should any such reprisal occur, the Employee may refer the matter to the Professional Standards Commission.

COMPENSATION

To attract and retain highly qualified teachers and support personnel, LPA offers competitive salaries by conducting regular job and market analysis of Metro Atlanta school districts as well as Metro Atlanta employers. All employees are required to participate in the direct deposit program offered through the LPA payroll management company. Pay Statement/Direct Deposit Employees may access their pay statements online via Netchex Portal. Employees may also initiate a new direct deposit, change banking information, or inactivate a particular direct deposit via the Payroll Office. The employment contracts, if any, issued to certified staff are contingent upon the employee securing and continuing to hold a valid, in-field certificate issued by the Georgia Professional Standards Commission. Salary adjustments may be made to conform to the certificate level approved by the Georgia Professional Standards Commission. If an employee is unable to be certified properly, the daily rate of pay may be adjusted to that of a substitute employee retroactive to the beginning of employment under the contract. The employee must be 'highly qualified' to teach in the assigned subject area(s) as required by the Elementary and Secondary Education Assistance Act of 1965. Financial penalties for failure to meet contractual obligations may also be assessed. If fewer than 20 days of service are rendered under any employment contract, the daily rate may be adjusted to the basic substitute teacher rate.

Cost of Living Adjustments and Step Increases

Salary increases will be awarded for Cost of Living Adjustments (COLA) when approved by the Governance Board. For certificated employees who receive satisfactory annual evaluations, step increases are given when approved by the Governance Board. A step increase may be denied to a certificated employee if s/he receives an unsatisfactory annual evaluation in any given school year.

Extended Day/Year

Separate supplemental pay may be provided to employees who work an extended school day or school year to meet program responsibilities or student needs. For example, some teachers may be asked to work an additional hour, beyond the normal eight-hour day to provide student instructional services or to teach an additional period of instruction. The school administrators (CLO and CEO) must approve Extended Day/Year pay required or determined to be necessary as a result of student and school needs; such pay and requirements cannot be based on tasks that would normally be performed during the regular work day.

Overtime

Overtime is defined as those hours worked by a public employee who qualifies for time-and-one-half overtime pay or time-and-one-half compensatory time as required by the Fair Labor Standards Act. Overtime for LPA non-exempt employees refers to those hours or major fractions of hours beyond 40 hours within a work week. For non-exempt employees paid monthly, the work week begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday. Employees classified under The Fair Labor Standards Act as non-exempt are compensated at a rate of one and one-half times their hourly rate after 40 hours within a work week and/or one-and-one half hours of compensatory time off for each hour over 40 hours within a workweek. Overtime for non-exempt employees must be approved in advance by their supervisor (except in emergency situations). Unauthorized (unapproved) overtime worked may subject the employee to disciplinary action. Nonexempt employees cannot waive their rights to overtime pay or volunteer to perform normal job functions outside normal work hours. As a general rule, employees may only bank 32 hours of compensatory time during any pay period. Hours that exceed 32 hours should be reported to the supervisor immediately. Employees classified under the Fair Labor Standards Act as exempt are paid a fixed rate and are not eligible for overtime pay.

Non-Exempt or Exempt

Under the FLSA, LPA employees are classified as "non-exempt" or "exempt." Non-exempt employees are entitled to overtime pay; exempt employees are not. For non-exempt employees, the FLSA requires overtime pay (at time and one half) for all hours worked over 40 in a workweek.

Pay Advances

Employees who do not work during the scheduled attendance/service report period for a specific month will not receive a pay check at the end of that month and, therefore, are not eligible for any type of pay advance.

Retirees Returning To Work

A retiree from LPA or another Georgia school system will be employed in accordance with TRS and Governance Board guidelines and procedures.

Salary Increase for Advanced Degree

Employee may receive a salary increase, if placed on a salary schedule, which recognizes a salary increase for an advanced degree. Due to changes instituted by the Professional Standard Commission (PSC) regarding degree upgrades and LPA's compensation structure, employees should contact the CLO prior to enrolling into a program to inquire about any potential salary increase for an advanced degree. This is the employee's responsibility. The LPA Governance Board will authorize the salary increase based on the changes by PSC. Any eligible salary increase will become effective beginning at the second full month FOLLOWING the achievement and award of an advanced degree which would make the employee eligible for such a salary increase. It is the employee's sole responsibility to provide formal, verifiable, notice of such an achievement and award to the CLO.

Salary Placement for Certified Employees

Salaries for certificated employees are determined by the Georgia teaching certificate that they hold and the years of experience that have been verified. Salary placement for a certified employee will be administered in accordance with Georgia Code: GBA (5)160-5-2-05, "Experience for Salary Purposes."

Salary Placement for Classified Employees

For classified employees, salary placement is based on the salary schedule for the position.
Classified employees will not receive additional salary compensation for education that is beyond what is required for the position.

Salary Schedule

The annual compensation for teachers will be based on the teacher's salary schedule from the State of Georgia.

Summer Salary

The pay for full-time employees on 190, 191, 200 and 220 day schedules who are present for the full contract year is prorated in 12 installments throughout the year including the summer months. Summer pay will also be prorated for 190, 191, 200 and 220 day employees who are present for at least one-quarter of the school year if they are:

Employed after the beginning of the regular school year,
Separated from LPA after the regular school year ends, or
Absent from duty without pay during any part of the required period of employment.

Vacations and Holidays

Employees (240 day) who earn vacation will accumulate hours based on the schedule below.
Creditable Years of Service in the Profession (Time Accumulated Each Year)

- Years 1 - 5 96 hours (12 days)
- Years 6 - 10 120 hours (15 days)
- Years 11 - 15 144 hours (18 days)
- Years 16 - 20 160 hours (20 days)

- Over 20 years 184 hours (23 days)

Other employees follow the holiday schedule as printed on the DeKalb County Public Schools' Calendar:

- New Year's Day
- Martin Luther King Jr. Day
- Spring Holiday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Winter Holidays

CONFLICTS OF INTEREST

All employees shall avoid any conflict of interest or the appearance of such conflict with their professional responsibilities. The LPA Governance Board provides the policy written below with the full knowledge that the good judgment of each employee is essential, and that no list of rules or guidelines can provide direction for all circumstances that arise. Employees who have questions about a potential conflict of interest must discuss the situation with the CLO and/or the CAO.

CRIMINAL BACKGROUND CHECK

A criminal background check will be conducted at or prior to employment for every individual who is employed by the LPA Governance Board to fill either a full-time or a part-time position with the LPA. For initial hiring purposes, personnel employed by the LPA shall be fingerprinted and have a criminal background check as required by O.C.G.A. § 20-2-211.1(c). A clearance certificate verifying a satisfactory criminal background check may be required based on the requirements of state law and the rules of the Professional Standards Commission.

Subsequent criminal background checks shall be conducted on all personnel. Certified personnel, whose employment is continued with the LPA, shall be subject to a criminal background check upon any certificate renewal application to the Professional Standards Commission. All other employees of the LPA, whose employment is continued and who are not certificated personnel, shall be subject to subsequent criminal background checks on a periodic basis determined by procedures and schedules established by the CEO or his/her designee. The period between criminal background checks shall not exceed a maximum of five years. Fees required for criminal background checks shall be paid by the individual seeking employment or the employee.

DRUG-FREE WORK PLACE

The LPA Governance Board provides a drug-free workplace and professes that the use of illicit drugs and the unlawful possession and use of tobacco and alcohol are wrong and harmful. The unlawful possession, use, manufacture, distribution, or dispensation of illicit drugs, tobacco, and alcohol by employees on school premises, in school vehicles, or at any school-sponsored activities is prohibited. Compliance with these standards is mandatory. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed on employees who violate these prohibitions. Employees are prohibited from using or displaying drug, alcohol, and tobacco products in front of students while the employee is on duty, during the normal school day, or while on duty at any school- or system-sponsored function.

Personnel Use of Illicit Drugs: For criminal drug statute convictions of employees for violations occurring in the workplace, the following steps must be followed:

1. Employees must notify LPA in writing of any criminal drug statute arrest and/or conviction for a violation occurring in the workplace (in LPA facilities, vehicles, and at school-sponsored activities) no later than five calendar days after such arrest/conviction.
2. LPA will notify all appropriate federal agencies in writing within ten calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. LPA will take one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted:
    A. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and/or
    B. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

No employee, student, nor school visitor is permitted to use any tobacco product while in any building, facility, or vehicle owned or leased by LPA. This includes all school grounds and property as well as athletic fields and parking lots. Tobacco use is prohibited at all school- or system-sponsored events 24 hours a day, seven days a week. In recognition of its responsibilities to take reasonable measures to ensure that the students it undertakes to transport are transported safely; and in further recognition that safe transportation depends on the driver/employee's physical dexterity, reflex action, unimpaired judgment, and unimpaired senses of sight and hearing; and in recognition of the fact that certain drug and/or alcohol use can impair an employee's ability to transport students safely; the LPA Governance Board hereby implements a controlled substance and alcohol testing program for all employees engaged in safety-sensitive functions. As part of the LPA Governance continuing effort to provide an environment for students and employees that promotes health and safety, the LPA Governance Board will not tolerate the use, possession, or sale of any controlled substances, alcohol, or misuse of any legally prescribed or obtained medications by employees engaged in safety-sensitive functions. The LPA Governance Board will provide training, education, and other assistance to employees to help them understand their responsibilities in achieving an environment free of alcohol and controlled substances upon request from the employee. Noncompliance with this policy or violation of the regulations may result in severe disciplinary action, including suspension or dismissal.

EMERGENCY CONTACTS

A completed Employee Information Data Sheet is required to be on file from each staff member. Changes in emergency data should be reported promptly to the CAO.

EMPLOYEE ASSIGNMENTS

Employees are assigned to positions based on the needs of the school and the employee's certification, qualifications, and training. The CLO/CAO/CEO, through the Board, shall have the authority to reassign any employee for the efficient operation or for the best interest of the school.

EMPLOYEE DRESS CODE

All LPA employees shall dress in a professional manner and style in accordance with the dress of other professionals within the community. Employees are expected to be clean, neat, and appropriately dressed at all times during the employee's regular hours of work. The CLO has the authority to interpret the dress code and make a case-by-case determination of the appropriate nature of dress and appearance. Any employee whose attire or dress is not professional in the opinion of the CEO or Administrator shall be directed to conform to the dress code. An employee, who is inappropriately dressed, may be sent home and required to return to work in acceptable attire. The employee shall not be paid for time away from work.

EMPLOYEE EVALUATION CERTIFIED and CLASSIFIED PERSONNEL

All certified leadership, teaching, and service personnel will be evaluated annually for performance appraisal and professional development purposes. The annual written evaluation will be based on performance and the job description or the position. The appropriate Board approved evaluation instruments shall be used to assess the performance of professional personnel. All classified personnel employed by the LPA Governance Board shall be evaluated at least once each year. The process and the frequency of the evaluations, the instruments used, and the training of the evaluators shall be established by the CEO. All evaluations shall be discussed confidentially with the employee.

EMPLOYEE PERSONNEL RECORDS

Information contained in an employee's personnel file is kept confidential except as may be required by law, requested by the employee, or requested by authorized officials on a need-to-know basis. Otherwise, requests for information not specifically approved by the employee will be referred to the CAO or his/her designee. There are specific document types that are protected from public disclosure, as stated in the Georgia Open Records Act. These documents include confidential evaluations prepared as part of hiring process, medical records, home address information, Social Security numbers, insurance and medical information, and financial information. LPA will release, with written approval from the employee, information about the employee's current salary, dates of employment, job title, and work location. Employees may review their personnel records by contacting the CAO to schedule an appointment. A request form must be completed and signed for employees who request copies of records from their personnel file. Confidential reference documents are not available for review.

EMPLOYEES WITH COMMUNICABLE DISEASES

Employees who have or are suspected of having any communicable disease may be required to take any and all recommended precautions to ensure the health and safety of students and other employees. The Governance Board, The Board of Education, the DeKalb County Health Department, and/or the Georgia Department of Human Services may require quarantine or surveillance of carriers of diseases and persons exposed to or suspected of being infected with infectious disease during such period until they are found free of the infectious agent or disease.

EMPLOYEE IDENTIFICATION CARDS AND BADGES

In order to ensure the safety and security of both staff and students, LPA ID Badges should be clearly visible at all times. Additionally, employees will be issued a key access card to their location. Please contact the CEO by email as soon you discover your access card is missing. The access card must be deactivated and new card will be issued.

EMPLOYEE REQUIRING MEDICAL ATTENTION

Employees should report all work-related injuries and accidents immediately or as soon as practicable to their supervisor, and then follow these steps:

1. Report the accident (even if you think the injury is minor) to a supervisor as soon as possible.
2. Make sure a written report of the incident is made.
3. If medical treatment is required, a representative from you're the school will provide you with a panel of doctors.
4. When you visit an approved physician, make sure you tell the doctor what happened and the visit is to be billed to your company's workers' compensation insurance company. Do not bill this to your health insurance.
5. Also, request written instructions from the doctor with regard to future treatment and your ability to work.
6. Keep your direct supervisor informed.

EVALUATION

Teachers' annual evaluation for this school year will be based on the Teacher Keys Effectiveness System (TKES) in accordance with the Official Code of Georgia 20-2-210, all applicable rules of the State Board of Education, and the Implementation Handbook for TKES.

TKES/LKES Formative Summative Evaluation Appeal Process - Please Note: Teachers/Leaders are permitted to use the school district's local complaint process to file grievances related to procedural deficiencies on the part of the local school system or charter school in conducting TKES evaluations. A teacher's performance rating(s), professional growth goal(s) and/or plan(s), and job performance cannot be disputed through the complaint. (Georgia Department of Education, 2016) All appeals must be initiated within the current year of the evaluation in question.

Appeals not initiated during the specified timeline for the particular school year are final. Appeals must be filed within 10 business days of receiving the Formative or Summative Assessment rating. Appeals not filed within the 10 business days will not be considered for the Appeals/Grievance process. Walkthroughs cannot be appealed. Employees are encouraged to read evaluation guidelines in the Teacher/Leader Keys Effectiveness System Handbooks and to make sure that appropriate procedures have been followed within the 10-day window in order to appeal. Appeals may be made at the Formative or Summative Assessment/Evaluation.

Cycle 1 Appeal

- For TKES, the evaluatee submits appeal to the principal within 10 business calendar days of receiving their rating. For LKES, the evaluatee should submit the appeal to the primary evaluator. The appeal should include any relevant supporting documentation.
- The primary evaluator reviews the Cycle 1 appeal.
- Primary evaluator must provide a response in writing to the evaluatee within 10 business calendar days of the Cycle 1 appeal.
- If the appeal if resolved at Cycle 1, the appeal is considered closed or resolved. The findings are reported to the Coordinator of Performance Management by the principal once the appeals process is closed or resolved at the school level (no later than 10 business calendar days after the appeals process is closed or resolved at the school level).

Cycle 2 Appeal

- If the appeal is not resolved at Cycle 1, the evaluatee submits the second appeal to their principal's (TKES) or evaluator's (LKES) supervisor (Chief, Assistant Superintendent, and Coordinator of Performance Management) within 3 business calendar days of receiving the findings from the Cycle 1 appeal.
- The Chief or Assistant Superintendent will gather evaluation information pertaining to the appeal for the purpose of making a decision. ⎫The Chief or Assistant Superintendent will review all relevant information and provide a response in writing within 20 business calendar days to the evaluatee, primary evaluator, and the Coordinator of Performance Management. ⎭
- This ends the appeal process. Results are final. Please note: Documented performance deficiencies and/or performance evaluation ratings may be reviewed and considered as a factor with regards to promotional opportunities.

FAIR LABOR STANDARDS ACT

The Fair Labor Standards Act (FLSA) is a federal labor law governing overtime, minimum wage, child labor, and equal pay. It requires employers to keep records of all hours worked by non-exempt employees.

FALSIFICATION OF RECORDS

As with your job application, if you willfully submit false information on any records including, but not limited to, attendance records for an employee or student, records related to leave or workers' compensation, and registration/enrollment records for your child or another student, you will be subject to disciplinary action, up to and including termination.

FUND RAISERS

Employees of Leadership Preparatory Academy should seek authorization from the CAO/CLO prior to engaging in any fund raising activities. This includes charitable fund raisers and/or organizational fund raisers. The employee seeking to engage in a fund raising activity should email the CAO/CLO requesting authorization and the email should contain the following information:

- Name of Beneficiary

- Reason for fund raiser
- Time frame of fund raising activity
- Items to Be sold (if any)
- Procedure for collecting funds
- How will proceeds be used (if any)

HARRASSMENT POLICY

It is the policy of this school to prohibit any act of harassment of employees or others based upon race, creed, sex, gender, national origin, ancestry, religion, age or disability, genetic information, or service in uniformed services at all times and during all occasions while at school, in the workplace or at any school event or activity. Any such reported act of harassment may result in discipline, including the possible termination of employment or other appropriate discipline of the employee. Sexual harassment may include conduct or speech which entails unwelcome sexual advances, requests for sexual favors, taunts, threats, comments of a vulgar or demeaning nature, demands or physical contact which creates a hostile environment for an employee. There may be other speech or conduct which employees experience as inappropriate or illegal harassment which should also be reported such as sexually suggestive drawings, leering, or sending inappropriate sexually-themed gifts; harassment can take many forms and it is not possible to itemize every aspect of the harassment forbidden by this policy. No form of sexual harassment will be tolerated. The School District's harassment policy applies equally to harassment based on an employee's other protected statuses: race, religion, creed, national origin, age, disability, genetic information, or service in the uniformed services.

REPORTING HARASSMENT AND DISCRIMINATION AND PROHIBITION ON RETALIATION

Any employee, applicant for employment, independent contractor, or other individual who performs work for the school who believes he or she has been subjected to harassment or discrimination as prohibited by this policy should promptly report the same to the CEO of the school or to the appropriate designee, who will implement the Board's discriminatory complaints procedures as specified in that policy. It is the duty of all employees to promptly report harassment forbidden by this policy. All supervisors will instruct their subordinates as to the content of this policy and, through appropriate staff development, enlighten employees as to the varied forms or expression of prohibited harassment. No one will be subjected to, and the school prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim or cooperating in related investigations. LPA is committed to enforcing this policy against all forms of harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report harassing conduct, school may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action. Nothing in the harassment policy shall be construed or interpreted to create any additional rights or exceed requirements or standards as stated in applicable federal and/or state law.

HEALTH AND SAFETY

The Governance Board recognizes the responsibility for ensuring the safety of all employees. Therefore, it is the policy of the Board to take all practical steps to develop and implement a safety program for all employees, which will provide and maintain safe and healthful working conditions, adequate protection equipment, and develop operating procedures and practices that comply with federal, state, and local legislation pertaining to accident prevention. To help ensure safe working conditions, an employee is responsible for:

- Knowing the potential hazards of the job.
- Learning and following the safety practices required by management.
- Using health and safety devices required by the job.
- Correcting and/or reporting safety hazards immediately.
- Immediately reporting any accident or injury to supervisor.
- Obeying "No Smoking" regulations.
- Operating machinery or equipment only if qualified to do so.
- Maintaining good housekeeping practices including keeping all fire exits clear and firefighting equipment accessible.

HIRING

The CEO shall have the authority to place personnel in accordance with Board policies, adopted job classifications and salary schedules, and in such numbers authorized by the Board, provided that, placements at the level of teacher or above must be approved by the Board.

INCLEMENT WEATHER PROCEDURES

In case of an emergency school closure or schedule change, staff reporting instructions will be on LPA's website.

INTERVIEWING

CAO/CLO/CEO, under the directive of the LPA Governing Board, will interview the most qualified applicants.

JOB POSTING

Most announcements of job vacancies will be posted at the Georgia Charter School Association's website, LPA's employment tab and in the teacher's lounge of LPA. Job vacancies will be posted for a minimum of five business days or until filled.

MEDICARE

All employees who were initially employed or reemployed after March 31, 1986, are required by federal law to pay Medicare tax. The Medicare employer contributions must be charged against the Alternative Plan to Social Security.

NEPOTISM

Employees cannot recommend for employment as a direct report, supervise or evaluate members of their immediate family.

NONRENEWAL

When the CEO or the LPA Governance Board proposes not to renew the contract of any teacher or other professional employee, certificated by the Professional Standards Commission, who was on the payroll and under contract on the beginning day of the current school year, written notification of such intention shall be given to the teacher or other certified professional employee.

OBSERVANCE OF RELIGIOUS HOLIDAYS

Employees may use personal leave for the observance of recognized religious holidays. If an employee desires to take leave for the observance of recognized religious holidays in excess of the days allowed for personal leave, the employee may take unpaid leave for such purposes provided that such leave is not excessive and does not interfere with fulfilling the obligations of his or her job.

OUTSIDE EMPLOYMENT/DUAL PAY

Employees may, during the times not required of them to fulfill assigned duties, engage in other employment, provided such employment does not violate the Educators Code of Ethics or any contract the employee has with the LPA. Failure to disclose this information may result in disciplinary action, up to and including, termination. Moreover, Employees shall be prohibited from receiving dual pay for services rendered during regular working hours. The employee must forfeit the regular pay or the pay from another agency, organization, or individual. Employees may receive payment for services rendered while on non-medical leave or for services performed other than during the regular working day.

PAYROLL DEDUCTIONS

Payroll deductions include, but are not limited to, federal and state taxes required by law; retirement systems contributions; Social Security; and medical, dental and other deductions authorized by the employee. In the event of overpayment, employees will be notified about the overpayment and the CEO will authorize the payroll clerk to make the appropriate adjustments. In the case of a hardship for the overpayment, an agreement to tender the overpayment will be developed and must conclude by the last check issuance for the employee during the fiscal year.

PERSONNEL CHANGES

It is the responsibility of employees to inform the CAO of any change in home address and/or phone number by completing an Employee Information Data Sheet. Employees may update their name, personal address, and phone number by completing the Employee Information Data Sheet. Name change requests must be accompanied by a copy of the signed social security card reflecting the new name, before the request may be completed.

PRIVACY AND CONFIDENTIALITY

Schools and school districts are mandated by Federal law, the Family Educational Rights and Privacy Act (FERPA), to protect educational records. “Educational records” refers to those data elements that are (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting on behalf of the agency or institution. FERPA permits school districts to disclose information designated as “Directory Information” without consent of parent or student. Directory information is considered information which is generally not considered harmful or an invasion of privacy if disclosed. It includes student information such as student's name, address, telephone number, date and place of birth, grade level, dates of attendance, degrees and awards received, most recent previous school attended and photograph or video. Extra care must be taken to protect “non-directory” student information as well as personally identifiable information contained within student records, either in electronic or paper form. Among the items considered non-directory information are:

- Advisement records
- Courses taken
- Disciplinary actions
- Grades
- Schedule

- Student number
- Test scores
- Personally identifiable information in education records is defined as a student's first and last name with one or more of the following data elements:
    - *A list of personal characteristics that would make the student's identity easily traceable. Any other information or identifiers that would make the student's identity easily traceable.*
    - *Name of student's parent(s) or other family member(s).*
    - *Social security number*.

Employees shall not disclose any student information, directory or non-directory, with a third party without obtaining the approval of the CLO.

RECORDS MANAGEMENT/RETENTION

Each employee is responsible for maintaining and managing public records related to his/her work according to state and federal laws and LPA's policy. Records may be maintained electronically or in hard copy. When no longer needed, you also must destroy records in an appropriate manner—records containing sensitive information must be shredded. Records destruction must be logged, and these logs must be maintained according to the retention schedule.

Retention Schedule: LPA generally follows the rules designated by the Georgia Secretary of State for the retention and destruction of records. In a few instances, LPA retains records for longer than the state required period.

Type of Record Retention

E-mail Retention period is determined based on the content, not the format of records. Many emails need only be maintained for the useful life of the information contained, but if the email documents a decision or other type of records that must be retained, it must be kept according to the schedule.

- ✓ General correspondence - 5 years
- ✓ Visitors logs and sign-in sheets - 2 years
- ✓ Accident reports (student or visitor) - 5 years
- ✓ Class rolls - 3 years
- ✓ Teacher lesson plans - 2 years
- ✓ Employee work schedules, time records and leave records - 3 years
- ✓ Daily/monthly activity reports - 2 years
- ✓ Publications (newsletters, handbooks, brochures, etc.)
- ✓ Permanent Travel authorizations and reimbursements - 3 years
- ✓ Records documenting the destruction of records - 7 years

REDUCTION IN FORCE (RIF)

The Board will make every effort to avoid exercising Reduction-in-Force (RIF) procedures through planned management techniques. However, the Board recognizes that a RIF may be necessary when overstaffing occurs due to the reasons such as inadequate funds; loss of funding that includes the reduction or expiration of grant generated funds; insufficient student enrollment to merit continuation of a program or service; decline in average daily attendance; decline in need for services rendered by a position classification; return of contractual personnel from extended leave; discontinuation of a program by action of the Governance Board; change in class sizes; closure or change in purpose of a school or program; reorganization; legislative mandates; judicial decrees; other exigencies. The determination of employees to be demoted or terminated is based upon approved procedures established by the Governance Board and school's

administration. Employees who do not have a written contract are classified as "at-will." Either the employee or CEO may terminate the employment of "at-will" employees at any time with or without cause.

RE-EMPLOYMENT

The contracts for the Administrative Team (CEO, CAO and CLO) are automatically considered for renewed each year. Individuals whose contracts will not be renewed are notified in writing.

RE-HIRE

Candidates who were previously employed at Leadership Preparatory Academy and who left in good standing, will be considered as a New Employee and be subject to all of the provisions of a new hire.

RESIGNATIONS

The CEO or Designee shall have authority to accept on behalf of the Governance Board, an employee's resignation. If the CEO does not accept a resignation, it may be submitted directly to the Board for final disposition. Non-contractual employees are requested to submit a letter of resignation as soon as possible, but at least two weeks prior to the expected date for leaving LPA. Contractual employees should provide a least a two-week advance notice.

REPORT OF SUSPECTED CHILD ABUSE OR NEGLECT

Any school employee who has knowledge or reasonable cause to believe that a student has been a victim of physical abuse, sexual misconduct or other forms of harassment by another school employee, shall report such abuse or misconduct to the appropriate school administrator immediately. Please refer to your school administrator regarding protocols for reporting child abuse or neglect.

RESPONSIBILITY TO REPORT CRIMINAL CHARGES

Any employee of LPA who is arrested, charged, indicted, bound over by or to a grand jury, convicted, enters a plea or is nolle prossed for or to any crime or criminal offense in the State of Georgia or elsewhere, whether the crime or criminal offense is a felony or misdemeanor, shall report each and all of these events, occasions, or developments to the CEO within 48 hours after the arrest or legal action, or immediately upon the employee's return to work, whichever comes first. In making the report the employee shall: Provide a copy of the arrest warrant, citation, motor vehicle accident report, indictment, or any other narrative explanation of the arrest generated by the arresting officer/jurisdiction; Disclose all court dates and the disposition of the matter within 48 hours after that information becomes available to the employee.

RESPONSIBILITIES FOR RESPONSES TO CIVIL RIGHTS CONCERNS

All employees are required to fully comply with all federal and state non-discrimination laws, including Title VI and VII of the Civil Rights Act of 1964; Title IX of the Educational Amendments of 1972; the Age Discrimination and Employment Act (ADEA); Section 504 of the Rehabilitation Act of 1973; Public Law 101-476, Individuals with Disabilities Education Act (IDEA); and the Americans with Disabilities Act of 1990 (ADA). Questions concerning these policies and procedures should be directed to the CAO.

SAFETY

Leadership Preparatory Academy recognizes that the work place needs to be safe as possible. Therefore, it is the policy of the Governance Board to take all practical and reasonable steps to develop and implement safety measures for all employees, which will provide and maintain safe working conditions, adequate protection equipment and develop

operating procedures and practices that are in compliance with federal, state, and local legislation pertaining to accident prevention. To help ensure a safe work environment, an employee is to exercise their discretion and be aware of the following safety-conscious ways:

- Know the potential hazards of the job and work place;
- Learn reasonable safety practices;
- Use health and safety devices that are available;
- Correct and/or report safety hazards immediately as is reasonably appropriate;
- Report immediately or as soon as practicable to a supervisor any accident or injury;
- Obey "No Smoking" regulations. All employees and students are prohibited from tobacco use on campus or at school activities, functions, or events;
- Operate machinery or equipment only if qualified to do so; and
- Maintain good housekeeping practices including keeping all fire exits clear and firefighting equipment accessible

SEXUAL HARASSMENT

All employees of LPA are entitled to a work environment free from sexual harassment and all other forms of discrimination. Sexual harassment is a form of misconduct, which undermines the integrity of the employment relationship. No employee, male or female, shall be subject to unsolicited and unwelcomed sexual overtures or conduct of a verbal or physical nature.

SMOKING

Smoking is prohibited on any property owned or leased by Leadership Preparatory Academy as well as in any vehicle owned or insured by LPA. All employees, students and visitors are prohibited from smoking on district property and in district vehicles. We discourage using tobacco in any form.

SOCIAL MEDIA

Responsible Use of Technology

LPA recognizes that the use of technology is prevalent in society. Students and staff have access to the Internet, cell phones, games, and a variety of personal technology devices. Students and staff utilize social media websites and applications as well as a variety of other digital resources that allow them to interact, share, create, and innovate. Staff members use these same resources as a means to effectively engage and motivate student learning and collaborate with colleagues. Access to more technology leads to more data access, as well. Regardless of the source, LPA's staff students are reminded to follow the policies and procedures that protect data access, including the Family Educational Rights and Privacy Act of 1974 (FERPA), and the Children's Internet Protection Act of 2000 (CIPA), which are detailed in the Student/Parent Handbook. While the Governance Board supports anytime/anywhere access to LPA business-related data, all staff members share the responsibility to protect sensitive data in a professional manner. Regardless of

the device or the computer with which LPA data is retrieved, staff members are expected to protect LPA related personal and sensitive information at all times. This includes LPA purchased devices as well as devices owned, rented, or used by LPA employees.

Staff Members' Social Media Use

As online technologies become more interactive, LPA is providing new methods for supporting teaching and learning, including social media, home access to learning activities, and enhanced online resources. Social media includes all types of communication shared in an electronic format, including Facebook, Twitter, YouTube, blogs, wikis, e-mail, social networks, instant messaging, and video-hosting sites, as well Personnel Handbook. As emerging technology that encourages sharing and electronic collaboration. Each vehicle has its own style and privacy options. These technologies must meet LPA standards and expectations for communication with students, parents, staff, and community members. Information regarding FERPA and the school district's media release expectations are detailed in the Student/Parent Handbook.

SOCIAL SECURITY

Eligible part-time and substitute employees may participate in the Social Security Program and, when required under the provisions of federal law, may pay contributions to FICA when employed by LPA.

SOCIAL SECURITY NUMBER

LPA reserves the right to use an employee's social security number in employment-related practices. All employees who handle documents containing employee identification data such as social security numbers should use reasonable precaution to preclude compromise or identity theft.

SOLICITATION BY STAFF MEMBERS

Employees cannot solicit, advertise, or endorse one product over another product when dealing with students, parents or other employees.

SOLICITATION ON SCHOOL PROPERTY

No person, firm, corporation or business can solicit money from or sell, trade or barter merchandise of any kind to students, employees and school clubs or organizations without the approval of the CEO.

SUSPENSION/TERMINATION

The employment contract of any teacher or other professional employee having a contract for a definite term may be terminated, suspended or placed on administrative leave for any of the following reasons:

- incompetence;
- insubordination;
- willful neglect of duties;
- immorality;
- inciting, encouraging or counseling students to violate any valid state law, municipal ordinance or policy rule of the Governance Board;
- reduction of staff due to loss of students or cancellation of programs;
- failure to secure and maintain necessary educational training; or
- any other good and sufficient cause.

Misconduct that may lead to disciplinary action against classified (non-contracted) employees includes:

- incompetence;
- insubordination;
- willful neglect of duties;
- immorality;
- conviction of any crime involving moral turpitude;
- failure to comply with all reasonable orders, requests or directions of the CEO or other supervisors;
- violation of any rule or regulation of the Governance Board;
- inciting, encouraging or counseling students to violate any valid state law, municipal ordinance, or policy or rule of the Governance Board;
- violation of any provision of an employment agreement; or
- any other good and sufficient cause.

Detailed work rules are issued to non-contracted employees at the time of employment and are also located in the Human Resources Notebook located in the CAO's office. This list is not all-inclusive. As "at-will" employees, non-contracted employees may be terminated at any time for good and sufficient cause.

SUBSTITUTE EMPLOYMENT

Substitute employees are defined as those employed for a daily, half-day, or hourly period to replace an employee who is absent from duty. The hours per day and days per week are based on the needs of the LPA. Substitute employees are paid at an hourly, daily or unit rate of pay on a semi-monthly payroll schedule. All substitute employees are subject to Medicare tax.

TEACHERS RETIREMENT SYSTEM

All employees, pursuant to applicable statute, who are eligible to participate in the Teachers Retirement System of Georgia (TRS), are required, under the provisions of the law, to become members of TRS when employed by the DeKalb County Board of Education. The state and the Board shall contribute their portions of the funds as required by law, and the employee's portion shall be deducted from the employee's salary as required by law. All covered compensation paid by the Board to eligible, full-time employees shall be reported to TRS. Eligible members of TRS are required to contribute 6% of their salary. The LPA contributes 19.81% of the employee's earnable compensation. For additional information, please visit www.trsga.com. The following positions are covered under TRS: teachers, administrators, supervisors, teacher aides, secretaries, paraprofessionals, public school nurses, employees of the Agricultural Extension Service. For additional information on TRS, please contact the Teachers Retirement System of Georgia (TRS) (404) 352-6500 or www.trsga.com.

TELECOMMUNICATIONS

LPA provides technologies, networks, and Internet access to support the educational mission of the LPA and to enhance the curriculum and learning opportunities for students and LPA employees. These technology resources may be used only in support of education and research and consistent with the educational objectives of the LPA.
All guidelines set forth in policy and any relevant regulations or rules are applicable to all telecommunication services and equipment provided by the LPA including, but not limited to, the following:

- Computer workstations and notebook computers;
- Smart phones, tablets, e-readers, and other mobile devices;

- Internet services;
- Telephone services; and
- Cellular telephone services.

Acceptable use agreements must be signed by all users of LPA technologies or networks. LPA-provided access must be used in a responsible, efficient, ethical and legal manner. Failure to adhere to the LPA's policies and guidelines for the use of telecommunication resources may result in suspending or revoking the right to access these resources. It is also important to remember that all electronic communications are subject to public records laws. Unacceptable uses of the network include: violating the conditions of the Educators Code of Ethics dealing with students' rights to privacy, using profanity, obscenity, or other offensive language, reposting personal communications without the author's prior consent, copying commercial software in violation of copyright law, copying other copyright protected material and using the network for financial gain or for any commercial or illegal activity.

TUTORING

Except as provided for in LPA-sponsored programs:

(1) no employee shall provide tutoring on LPA property for which compensation that is in addition to the employee's LPA salary; and

(2) no employee shall tutor, for compensation, either during the school year or summer, any student who is currently assigned to the employee.

Teachers who tutor, may not offer private instruction on a fee basis to any student who is presently enrolled in their own classes. It is incumbent upon professional staff members to assist students in their classes after school and whenever feasible. It is preferred that a tutor be a person who is not on the staff of the school in which a student is enrolled. Tutoring must be done in such a way as not to interfere with the orderly routine of the teacher's regular day and school responsibilities.

UNAUTHORIZED TAPE RECORDINGS

Conversations and communications generally should be free and open among employees. You and/or anyone acting on your behalf may only use audio or video to record or reproduce any conversation among employees while on premises and/or while conducting school business if you get the expressed, written consent of everyone engaged in the conversation or communication on record. LPA may record public presentations, board meetings, hearings, grievances, procurement activities and official investigations. If you violate this policy, it can lead to employee discipline, up to and including termination.

VIOLENCE IN THE WORKPLACE

The Governance Board has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect LPA or which occur on LPA property, will not be tolerated.

WEAPONS

The Board shall act forcefully to control anyone who brings weapons of any kind to school or school-sponsored activities. Anyone who unlawfully brings weapons to school or school functions shall be subject to prosecution under the provisions of the law. LPA employees who violate this policy are also subject to disciplinary action.

WORK CALENDAR

LPA shall adopt a calendar for each school year that will have additional days built in beyond the calendar established by the DeKalb County Public Schools.

WORK HOURS

All full-time employees of the LPA will work a minimum of 40 hours per week . The CEO sets a schedule within this policy for the time of arrival and departure of all employees assigned to his/her operation. In order for an organization to achieve its desired goals, excellent attendance and punctuality are necessary. Duties which shall count toward fulfillment of the minimum work day requirement include such duties as teaching, preparation for teaching, assisting with teaching and with teaching preparation, staff meetings, conferences with students and parents, planning conferences, responsibilities. Therefore, regular and prompt attendance is expected and required of all employees. If it is necessary to be absent or late to work, employees are responsible for contacting their supervisor at least one day in advance, if possible. In case of emergency or other circumstances when it is impossible to give advance notice, employees are responsible for contacting their supervisor or designee before time to report to work. The CEO has the authority to set work hours. Work hours are subject to change to meet the needs of LPA. Personal activities should be arranged by each staff member to assure them of being available for work during their scheduled hours of duty. Changes in work schedules will be arranged as far in advance as possible. All employees must sign in and out or utilize the biometric time clock**. Failure to do so will result in Leave Without Pay.**

WORKERS'COMPENSATION

Employees may be entitled to workers' compensation benefits if injured on the job. The injury must arise out of and in the course of employment. The injured employee must provide notice, either in person or in writing, of the injury immediately, but not later than 15 days after the accident, to the employee's immediate supervisor. Failure to do so may result in the loss of benefits. The injured employee may select a medical care provider from the panel of approved physicians. Only those providers listed are authorized to provide medical care for a work-related injury. Generally, employees are not eligible for workers' compensation benefits for injuries sustained going to or coming from work, during deviations from the scope of employment (e.g., a person making a delivery drives to a place unconnected to the employee assignment), as a consequence of imported danger (e.g., an employee's own attire or a personal weapon causes injury to the employee, when an employee engages in a prohibited act, when the employee engages in horseplay, during recreational or social activities, or during times in which the employee is not subject to the employer's control (e.g., not on the premises, not during the regularly scheduled work day). Any questions should be addressed to the CEO or CAO.

VOLUNTEER WORK PROHIBITION

The LPA is prohibited from asking a non-exempt employee, under any circumstances, to "volunteer" to perform services. Non-exempt employees, in turn, are prohibited from performing any volunteer work that is the same type of work for which the employee is usually paid. Under the FLSA, an overtime-eligible employee cannot volunteer or be asked to volunteer to do extra work if payment would otherwise be required in order to get the work accomplished. The FLSA states that an employee may volunteer and not receive compensation if and only if the employee;(1) performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without expectation of compensation; (2) offers services freely and without pressure or coercion; **and** (3) is not otherwise employed by the LPA to perform the same type of services as those for which the individual proposes to volunteer. Therefore, for example, principals cannot ask a nonexempt employee to "volunteer" a day to perform duties for which they would usually be compensated.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

The Employee Handbook contains important information about the LPA, and I understand that I should consult the CAO/CLO regarding any questions not answered in the handbook.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur, except to the LPA's policy of employment-at-will. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the CEO, CAO, CLO or the LPA Governing Board has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask the CAO/CLO any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it. I further agree that if I remain with the LPA following any modifications to the handbook, I thereby accept and agree to such changes.

I have received a copy of the LPA's Employee Handbook on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I have completed the google document and it will serve as my electronic signature of receipt of the Employee Handbook. I acknowledge that the Acknowledgment of Receipt will be a part of my personnel file.

_____ _____

Signature of Employee Date

_____

Employee's Name - Printed

_____ _____

Company Representative Date

Exhibit

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
ARTHUR J. GALLAGHER RISK MNGT SERVICES 340 JESSE JEWELL PKWY SE STE 510 GAINESVILLE GA 30501-7702	PHONE (A/C, No, Ext): 770-533-7601	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SELECTIVE INS CO OF AMERICA	12572
INSURED LEADERSHIP PREPARATORY ACADEMY PO BOX 835 LITHONIA GA 30058-0835	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT X LOC OTHER:	X		S 2234340	8/1/2021	8/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X		S 2234340	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ ZERO			S 2234340	8/1/2021	8/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

LEADERSHIP PREPARATORY is included as additional insured with respect to Automobile, General Liability as required by written contract or agreement.

CERTIFICATE HOLDER

LEADERSHIP PREPARATORY
-
Lithonia GA 30038

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	
ARTHUR J. GALLAGHER RISK MNGT SERVICES	
POLICY NUMBER	
S 2234340	
CARRIER	NAIC CODE
SELECTIVE INS CO OF AMERICA	12572

NAMED INSURED
LEADERSHIP PREPARATORY ACADEMY
PO BOX 835
LITHONIA GA 30058-0835

EFFECTIVE DATE: 8/1/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

JOB #

JOB LOCATION

Exhibit

Exhibit 18 - DCSD Assurances and Required Statements

Georgia law, State Board of Education Rule, and DeKalb County School District (hereinafter "DCSD") policy require your school to provide assurances that it will meet specific requirements and comply with applicable laws. This assurances form enumerates these requirements and, when you submit the signed signature sheet with this assurances form as part of your charter school application package, you are providing the legal assurance that your charter school understands and will comply with these requirements. This form must be signed by the school's governing board chair.

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

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

Governance

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

Financial

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

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

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

Performance Evaluation

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

Student Support Services

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

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

Personnel

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

Facilities

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

School Nutrition & Transportation

1. If the Charter School elects to participate in the National School Breakfast and Lunch Program, the Charter School will submit its own application to the GADOE if required and will be

responsible for accurately counting meals and submitting financial reimbursement claims to the GADOE for meals meeting specified nutrient standards.

2. The Charter School agrees to provide DCSD with transportation safety documentation, if any, as required by the GADOE no later than June 1 for the pending school year and adhere to DCSD's Transportation Standard Operating Procedures, if DCSD school buses are used.
3. The Charter School's transportation program will comply with applicable law and any vehicles or drivers used for transporting students will meet the same safety standards applicable to public schools in this State.
4. The Charter School will adhere to DCSD's Transportation Standard Operating Procedures, if DCSD school buses are used.

Public Safety

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

Administrative

1. The Charter School's leader will be provided a District email address, identify a business email and voicemail for correspondence with the DCSD, and make good faith efforts to respond to all DCSD inquiries within one business day. Representatives from the Charter School will attend any workshop, in-services, and/or training and other meeting(s) as required by DCSD. The Charter School shall complete annual reports and surveys, as mandated by DCSD.
2. The Charter School shall report daily attendance to DCSD using the standard, approved method of data collection. Master schedules and student schedules must exist for students in grades K-12 prior to the start of the school year. All changes in the schedules shall be completed prior to the first FTE count date of the school year. Final grades for each course must be recorded after each semester. DCSD will provide the necessary software and training for the student information system application while the Charter School will provide hardware and the necessary internet service connection. The DCSD Student Information System is to be used for the collection of all data and information required by O.C.G.A. 20-2-320 for mandatory reporting to the State Department of Education (SDOE) and federal agencies (example: discipline). The method of data collection will be that which is currently in use by DCSD and may be changed from time to time based on technology currently in use. Existing periodic and end-of-year checklists provided by DCSD will be used to define when progress reports, report cards and other verifications are to be produced.
3. The Charter School shall maintain all student records in accordance with applicable federal and state laws, regulations, rules and policies. The Charter School shall maintain all student records on behalf of the District during each student's enrollment in the Charter School. Upon a student's withdrawal or other matriculation from the Charter School, the student's educational records shall be returned within ten (10) business days to the District's student records center for retention.

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

Assurances for Charter Schools with an Education Service Provider Agreement

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

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

the agent of the Charter School. Any such purchases must be made from a third party supplier, unless set forth in the charter petition.

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

Insurance Generally

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

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

Minimum Scope and Limit of Insurance

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

directors and officers, trustees, agents, employees, volunteers and students while participating in internship programs. Coverage is to also cover Employment Practices Liability.

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

Other Insurance Provisions

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

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

A copy of these endorsements shall be provided to DCSD.

Claims-Made Policies

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

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

Verification of Insurance Coverage

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

Self- Insured Retentions

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

Non-Limitation on Charter School's Liability

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

Insurance Ratings

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

Special Risks or Circumstances

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

Charter School's Property Insurance

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

Other Obligations

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

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

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

Notices shall be addressed as follows:

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

With a copy to:
Director
School Innovation Department
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Agreed to and accepted by the Charter School:

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

Governing Board Chair

7/21/22
Date

Exhibit

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of August, 2013

BETWEEN:

New Birth Missionary Baptist Church (New Birth MBC) of 6400 Woodrow Rd. Lithonia, Ga 30038
Telephone: 770.696.7600 Fax: _____
(the "Landlord")

OF THE FIRST PART

- AND -

Leadership Preparatory Academy of Technology and Engineering of 6400 Woodrow Rd. Lithonia, Ga. 30038 and Leadership Preparatory Academy of 6400 Woodrow Rd. Lithonia, Ga. 300038
Telephone: 404.665.3103
(collectively and individually the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

   a. Landlord: New Birth Missionary Baptist Church (New Birth MBC)

   b. Address of New Birth Missionary Baptist Church (New Birth MBC): 6400 Woodrow Rd. Lithonia, Ga 30038

   c. Tenant: Leadership Preparatory Academy of Technology and Engineering and Leadership Preparatory Academy (LPA & LPAT & E)

   d. Address of Leadership Preparatory Academy of Technology and Engineering: 6400 Woodrow Rd. Lithonia, Ga. 30038

e. Address of Leadership Preparatory Academy : 6400 Woodrow Rd. Lithonia, Ga. 300038

f. Operating Name of Leadership Preparatory Academy of Technology and Engineering: Leadership Preparatory Academies

g. Term of Lease: Ends on July 31, 2018

h. Commencement Date of Lease: August 1, 2013

i. Base Rent: $38,190.00, payable every three months

j. Permitted Use of Premises: As a public secondary education facility for Grades 9-12 and as otherwise deemed necessary.

k. Advance rent: None

l. Security/Damage Deposit: None

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:

a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 6400 Woodrow Rd. (East Wing) Lithonia, Georgia, 30038, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

c. "Common Areas and Facilities" mean:

i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the building at 6400 Woodrow Rd. (East Wing) Lithonia, Georgia, 30038.

Intent of Lease

3. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges (including but not limited to: utilities, facilities maintenance and repair, taxes and other governmental fees, etc.) related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

4. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: As a public secondary education facility for Grades 9-12 and as appropriate for the operation of the school. The Premises are more particularly described as follows:
   Comprising the entire East Wing.
   Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

5. While the Tenant, or an assignee or subtenant (whose status must be preapproved by the Landlord), is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: As a public secondary education facility for Grades 9-12.
6. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: Parking in any parking lot is allowed in any marked space that is not reserved. Tenant agrees to honor ALL spaces marked as

reserved. (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's space.

7. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.

8. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.

9. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made expeditiously as is reasonably possible.

10. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

Term

11. The term of the Lease commences at 12:00 noon on August 1, 2013 and ends at 12:00 noon on July 31, 2018.

12. Notwithstanding that the term of this Lease commences on August 1, 2013, the Tenant is entitled to possession of the Premises at 12:00 noon on July 15, 2013.

13. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one

month's written notice to the other party. This existing lease may be terminated by the Tenant provided that the tenant gives not less than a 90 day written notice.

Rent

14. Subject to the provisions of this Lease, the Tenant will pay a base rent of $38,190.00, payable every three months ($12,730.00 per month) in advance, for the Premises (the "Base Rent").

15. The Tenant will pay the Base Rent on or before the 5th of each and every three months of the term of this Lease to the Landlord at 6400 Woodrow Rd. Lithonia, GA. 30038, or at such other place as the Landlord may later designate.

16. In the event that this Lease commences, expires or is terminated before the end of the period for which any item of Additional Rent or Base Rent would otherwise be payable or other than at the commencement or end of a calendar month, such amounts payable by the Tenant will be apportioned and adjusted pro rata on the basis of a thirty (30) day month in order to calculate the amount payable for such irregular period.

17. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

18. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Leadership Preparatory Academy of Technology and Engineering (LPAT&E) and Leadership Preparatory Academy (LPA) and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtures, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord. Except that the Tenant agrees to allow the Landlord to continue to store items in certain areas by agreement from time to time as may be mutually convenient to both the Landlord and the Tenant.

19. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

20. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

21. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

22. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 30 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 30 days to rectify, unless the Tenant will commence rectification within the said 30 day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 30 day notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

23. If and whenever:

    a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or

    b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for

any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business;

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

24. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

25. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

26. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

27. If the Landlord reenters the Premises or terminates this Lease, then:

    a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or incidental damage in connection therewith or consequential thereupon;

c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property including providing any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

h. the Tenant will pay to the Landlord on demand:

    i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

    ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the

expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

28. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times. However, except where the Landlord or its agents consider it is an emergency, the Landlord must have given not less than 24 hours prior written notice to the Tenant.

29. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

Renewal of Lease

30. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for the rent clause and the renewal clause referenced herein.

Landlord Improvements

31. The Landlord will make the following improvements to the Premises:

a. Landlord will deliver the premises in a move in ready condition, including adequate condition of floors, walls, and ceilings. Exceptions can be made by agreement between the parties. Tenant is permitted to create a 48"W x 86" H

opening in the interior non load bearing partition wall between rooms 1217 and 1218 to accommodate cafeteria flow.

32. All improvements provided by the Landlord will revert back to the Landlord at the end of the Lease except for the following: Tenant paid network wiring (devices only) will not revert to the landlord. The parties agree that the landlord will purchase the wiring for depreciated value.

Tenant Improvements

33. The Tenant will obtain written permission from the Landlord before doing any of the following:

    a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than eight small picture hooks per wall;

    b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

    c. removing or adding walls, or performing any structural alterations;

    d. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

    e. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or

    f. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Costs

34. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water and sewer.

35. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: telephone, Internet and cable.

Signs

36. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The

Tenant will not erect, install or maintain any sign other than in accordance with this section.

Insurance

37. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss except as may be a result of Landlord's negligence. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

38. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.

Tenant's Insurance

39. The Tenant will, during the whole of the term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of Georgia:

    a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than $2,000,000.00 aggregate commercial general liability and $1,000,000.00 per occurrence (refer to insurance addendum) or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.

    b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord.

    c. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.

40. The Tenant's policies of insurance hereinbefore referred to will contain the following:

a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);

b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;

c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and

d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days written notice stating when such cancellation will be effective.

41. The Tenant will further during the whole of the term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.

42. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.

43. The Tenant will not at any time during the term of this Lease use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

Landlord's Insurance

44. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the term:

a. extended fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;

b. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.

45. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

Abandonment

46. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Subordination and Attornment

47. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.

48. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.

49. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

Registration of Caveat

50. The Tenant will not register this Lease, provided, however, that:

    a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.

    b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully advanced.

Estoppel Certificate and Acknowledgement

51. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

52. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

53. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building.

54. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause, unless such loss, injury, or damage to persons or property is a result of negligence on the part of the landlord.

55. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.

56. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons or ***invitees*** using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

57. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, after giving sufficiently adequate notice in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

Governing Law

58. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted. Furthermore, this Lease (including any claim or controversy arising out of or related to this Lease) shall be governed by and construed and enforced in accordance with the laws of the State of Georgia applicable to contracts made and to be performed in said state without giving effect to the principles of conflicts of laws. If any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the parties and there is to be no presumption or burden of proof favoring or disfavoring any party because of the authorship of any provision of this Lease.

Severability

59. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby. Further, such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the Parties.

Arbitration

60. If at any time a controversy exists between the Parties concerning any provision of this Lease, the parties shall have said controversy be finally determined and settled without resort to a civil action. The Parties further agree that the controversy shall be submitted to arbitration pursuant to the provisions of the Georgia arbitration statue, as amended. The Parties do hereby agree to be bound by the results of such arbitration. [Initials: _____ Initials: _____]

Amendment of Lease

61. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

62. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Premises

63. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, invitee, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenantable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, invitee or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Force Majeure

64. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

Eminent Domain and Expropriation

65. If during the term of this Lease, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the term of this Lease, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

66. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential or incidental damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

67. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. Physical damage to the property, not caused by the Tenant's neglect, shall be subject to the Landlord's repair and expense. Repair expenses shall be limited to those expenses incurred due to the negligence of the Tenant or their invitees only.

68. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus five percent (5%) of such cost for overhead and supervision.

69. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.

70. The Tenant will not make or have others make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise

without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.

71. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.

72. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.

73. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.

74. The Tenant will professionally steam clean any carpets in the Premises on a yearly basis and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

Landlord's Repairs

75. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of five percent (5%) for the Landlord's overhead and supervision.

76. The Tenant will professionally steam clean any carpets on a yearly basis and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit. PVC tile maintenance must be properly addressed at recommended intervals.

77. Maintenance and repair of the Premises not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, families, agent, invitees or visitors, will be the responsibility of the Landlord or the Landlord's assigns.

Care and Use of Premises

78. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interference with the normal use of the Premises.

79. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

80. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

81. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.

82. The Tenant will not engage in any illegal trade or activity on or about the Premises.

83. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

84. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

85. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other righter remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or

may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the term of this Lease.

Hazardous Materials

86. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

87. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

88. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:

    a. the address for service of the Tenant is the Premises during this tenancy, and P. O. Box 835 Lithonia, Ga. 30058 after this tenancy is terminated.
    The phone number of the Tenant is 404.665.3103;

    AND

    b. the address for service of the Landlord is 6400 Woodrow Rd. Lithonia, Ga 30038, both during this tenancy and after it is terminated.

The Landlord or the Tenant may, upon written notice to each other, change their respective addresses for notice under this Lease.

No Waiver

89. No provision of this Lease will be deemed to have been waived by the Landlord or the Tenant unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default

and no condoning, excusing or overlooking by the Landlord or the Tenant on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or the Tenant or in any way to defeat or affect the rights and remedies of the Landlord or the Tenant.

Landlord's Performance

90. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Limited Liability

91. The maximum liability of the Landlord under this Agreement shall be the Base Rent paid to the Landlord for the specific months in which there were serious problems related to the Leasable Area. The Landlord will not under any circumstances be liable for any consequential or incidental damages such as loss of business income or moving expenses. The Landlord will not be liable for any damages which the Tenant is required to take out insurance for.

Remedies Cumulative

92. No reference to or exercise of any specific right or remedy by the Landlord or the Tenant will prejudice or preclude the Landlord or the Tenant from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord or the Tenant may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

93. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

General Provisions

94. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

95. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

96. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

97. The Tenant will be charged an additional amount of $25.00 for each N.S.F. check or check returned by the Tenant's financial institution.

98. All schedules to this Lease are incorporated into and form an integral part of this Lease.

99. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

100. This Lease may be executed in 3 counterparts. Facsimile signatures are binding and are considered to be original signatures.

101. Time is of the essence in this Lease.

Additional Considerations

a. In consideration, the landlord will allow nine uses of the multi-purpose room during the School Year at a cost not to exceed $200.00 per use, billed contemporaneously with the use of such facility. This sum will be used to defray the expenses of the maintenance, janitorial, and labor for set up, take down, furniture placement, etc. and all other Landlord expenses.

b. Additionally, in consideration of the sums paid above in Paragraph 1 Section h, the Landlord also grants to the Tenant the use of the "Chapel" as follows: A maximum of five uses per month during the School Year calendar, not to exceed 10 months, the cost of which is included in the rent as outlined in Paragraph 1 Section h. These uses will be scheduled in advance with the Landlord.

102. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of

this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1st day of August, 2013.

New Birth Missionary Baptist Church (New Birth MBC) (Landlord)

_____
(Witness)

Per: _____ (SEAL)

Leadership Preparatory Academy of Technology and Engineering (Tenant)

_____
(Witness)

Per: _____ (SEAL)

Leadership Preparatory Academy (Tenant)

_____
(Witness)

Per: _____ (SEAL)

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of June, 2015

BETWEEN:

New Birth Missionary Baptist Church (New Birth MBC) of 6400 Woodrow Rd. Lithonia, Ga 30038
Telephone: 770.696.9600
(the "Landlord")

OF THE FIRST PART

- AND -

Leadership Preparatory Academy (West Wing) of 6400 Woodrow Rd. Lithonia, Ga. 300038
Telephone: 404.665.3103
(collectively and individually the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

   a. Landlord: New Birth Missionary Baptist Church (New Birth MBC)

   b. Address of New Birth Missionary Baptist Church (New Birth MBC): 6400 Woodrow Rd. Lithonia, Ga 30038

   c. Tenant: Leadership Preparatory Academy (LPA)

   d. Address of Leadership Preparatory Academy: 6400 Woodrow Rd. Lithonia, Ga 30038

e. Operating Name of Leadership Preparatory Academy

f. Term of Lease: Ends on May 31, 2016

g. Commencement Date of Lease: June 1, 2015

h. Base Rent: $38,190.00, payable every three months

i. Permitted Use of Premises: As a public secondary education facility for Grades

j. K-5 and as otherwise deemed necessary.

k. Advance rent: None

l. Security/Damage Deposit: None

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:

a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 6400 Woodrow Rd. (West Wing) Lithonia, Georgia, 30038, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

c. "Common Areas and Facilities" mean:

i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and

which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the building at 6400 Woodrow Rd. (West Wing) Lithonia, Georgia, 30038.

Intent of Lease

3. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges (including but not limited to: utilities, facilities maintenance and repair, taxes and other governmental fees) related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

4. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: As a public secondary education facility for Grades K-5 and as appropriate for the operation of the school. The Premises are more particularly described as follows:
Comprising the entire (West Wing).
Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

5. While the Tenant, or an assignee or subtenant (whose status must be preapproved by the Landlord), is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: As a public secondary education facility for Grades K-5.

6. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: Parking in any parking lot is allowed in any marked space that is not reserved. Tenant agrees to honor ALL spaces marked as reserved. (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's space.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 19th day of November, 2015.

New Birth Missionary Baptist Church (New Birth MBC) (Landlord)

Per: _____

Leadership Preparatory Academy (Tenant)

Per: _____

Exhibit

DeKalb County Planning & Development Department

Non-Residential Certificate of Occupancy

Installation or modification to signs at this location requires a separate Sign permit

Project

Type: Non-Residential Permit Number:1043786112 Project: NEWBIRTH MISSIONARY BAPTIST CH

Work Type: ALTERATIONS TO EXISTING STRUCT Construction Type: N/A

Occupancy Type: ASSEMBLY USE

Maximum Occupancy Load :

Property

Address: 6400 WOODROW RD LITHONIA,GA 30038- Parcel ID: 16 106 01 009 Lot #:

Zoning: R-100 Rezoning: N/A Land Use: INS Census: 234.17 District: 05 07

Applicant

Owner: CHURCH INC Address: P O BOX 503170 INDIANAPOLIS, IN 46250

Tenant: N/A Address: N/A

The structure has been inspected for compliance with the requirements of all codes for the occupancy and division of occupancy and the use for which the proposed occupancy is classified and the structure has been erected, to the best of the county's knowledge and belief, in compliance with all applicable county codes at the time of issuance of this certificate of occupancy. Occupancy shall be limited to the area defined by the building permit indicated above for which this certificate is issued.

In accordance with chapter 7, article ii, division 3, section 7-33(f) of the DeKalb county code, this certificate may be revoked by the director of development or his/her duly authorized representative for either one or more of the following:

(1) changes or alterations in the type of permitted use or occupancy without approval.

(2) changes or violations of the conditions of the certificate without approval.

(3) alterations, additions, or improvements to the building, structure, or systems without approval.

Special Stipulations and/or Condititons (If Applicable)

Date: 08/03/2010

Issued By: Adah Silver

Permits, Zoning & Plans Review Superviso

Exhibit

SAFE SCHOOL STUDENT & FACULTY POPULATION

Student(s) Population: 295

Faculty/Staff Population: 37

Transportation: 8 (Buses Needed to Evacuate)

Exceptional Ed Student(s) Population: 10

Exceptional Ed Student(s) Transportation:0 (Buses Needed to Evacuate)

Primary Relocation Site: Samson Family Life Center

Secondary Relocation Site: South DeKalb YMCA

SAFE SCHOOL EMERGENCY PLANNING COMMITTEE

Principal	: Dr. Tonya M. Williams	Phone No.: 678-526-2533
Asst. Principal	: Janel Turner	Phone No.: 404-934-0352
Asst. Principal	: n/a	Phone No.: n/a
Other Staff	: Manus Caldwell	Phone No.: 678-361-0446
Other Staff	: n/a	Phone No.: n/a
Counselor	: n/a	Phone No.: n/a
Teacher	: Xiaming Brice	Phone No.: 678-768-1276
Teacher	: n/a	Phone No.: n/a
Custodian	: Reginald Bailey	Phone No.: 678-760-2488
Student	: n/a	
Parent	: Chris Miller	
Law Enforcement	: DeKalb County	
Fire Department	: DeKalb County	
Community Leader	:Maurice Wadell	
Other	: n/a	
Other	: n/a	
Other	: n/a	
Other	: n/a	

SCHEDULE OF EMERGENCY DRILLS

Primary and secondary reunification sites have been identified and posted: Yes

Each classroom has primary and secondary evacuation routes posted: Yes

Primary and secondary relocation sites within the building have been posted: Yes

Fire/Evacuation Drill Dates:
State law requires 2 drills within first 10 days of school and at least one drill for each subsequent month.

August(1):	08/01/2022	August(2):	08/09/2022	September:	09/05/2022
October :	10/06/2022	November :	11/04/2022	December :	12/12/2022
January :	01/11/2023	February :	02/16/2023	March :	03/07/2023
April :		May :	05/09/2023		

Identify primary and secondary relocation sites if evacuation from the campus is necessary:

Primary:	Samson Family Life Center	Grades:	K-8
Primary:	n/a	Grades:	n/a
Secondary:	South DeKalb YMCA	Grades:	K-8
Secondary:	n/a	Grades:	n/a

Tornado Drill(s):

First Semester Date: 08/05/2022

Second Semester Date:
Second Semester Drill is the Statewide Drill in February of Each Year.

Intruder (Lockdown) Drills:

First Semester Date: 08/10/2022

Type of Lockdown: LEVEL 1

Safe Schools Audit Score: n/a

Second Semester Date: 01/12/2023

Type of Lockdown: LEVEL 3

Safe Schools Audit Score: n/a

STAFF EMERGENCY ASSIGNMENTS

Designated staff to prepare and maintain the Emergency Kits:

Manus Caldwell	n/a

Designated staff to contact Regional Superintendent:

Dr. Tonya Williams	Janel Turner

Designated staff to identify missing/absent students and staff:

Malika Wallace	n/a
n/a	n/a

Designated staff to locate and identify the injured/sick:

Linda Glover	Shomica Robinson
Ava Marshall	n/a
n/a	

Designated staff to accompany injured/sick to medical facilities:

Marcella Edwards	n/a
n/a	n/a
n/a	

Identifed staff trained in First Aid and CPR:

Shomica Robinson	Ava Marshall
n/a	n/a

Designated staff to handle telephone calls:

Stephanie Harris	Laurena Franklin
Jacqueline jones	

Designated staff to receive parents/quardians at reunification site(s):

NOTE: All students must be signed out by a parent or guardian. Please keep sign-out logs.

Xioming Brice	Jessica McGuire
Asia Perkins	Robert Hatchett
n/a	

Designated staff to show emergency personnel utility and ventilation shutoffs:

New Birth	n/a

Designated staff to assist with pedestrian traffic and on-campus vehicle traffic:

New Birth	n/a
n/a	

Designated staff to make temporary ID badges for staff and emergency personnel:

Tiffany Leonard	Parrie Oates

Name(s) of person(s) to contact after hours for after-school/extra curricular activities and programs:

Dr. Williams	Janel Turner
Parrie Oates	

EMERGENCY KITS CHECKLIST	ANSWER
A copy of the DCSD Emergency Response Procedures and Protocols Manual	Yes
A copy of the Safe School/Crisis Management Plan	Yes
Current call rosters of all students including pertinent medical information, phone number(s), release information and contact(s) information	Yes
Current list of all staff members including phone numbers and contact information	Yes
Copy of school or district personnel directory with phone numbers and contact information	Yes
10 writing tablets and pens/pencils	Yes
10 working magic makers	Yes
Signage for Staging Area	Yes
500 plain white peel-off name tag stickers (used to identify students, staff or Crisis Team)	Yes
Student release/sign-out sheets	Yes
Staff sign-in/sign-out sheets	Yes
List of students on off-campus trips	Yes
Five sets of safety gloves	Yes
Floor/Site Plan of the grounds and surrounding areas (Faculty floor plan with utility shut offs and detailed instruction on disablement)	Yes
Copies of photographs of the building(interior and exterior)	Yes
Copies of student and staff emergency contact/release information	Yes
Emergency Medical Information for the students & staff (Info. regarding students & staff with medical problems that may be impacted by evacuation/emergency)	Yes
Most recent yearbook	Yes
Flashlight and extra batteries	Yes
Bullhorn and extra batteries	Yes
Cell phone and/or walkie-talkie	Yes

EMERGENCY KITS CHECKLIST	ANSWER
Basic First-Aid Kit	Yes
Emergency phone numbers of assistance agencies	Yes
Set of master keys	Yes
Bus routes and driver contact information	Yes

ATTENDANCE AND DISCIPLINE	ANSWER
Student and parents are informed of student behavioral expectations and school discipline procedures.	Yes
All students and parents receive and sign for a copy of the current Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook.	Yes
All students are taught the contents of the Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook.	Yes
Grade-appropriate Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook tests are administered to all students.	Yes
All absent or new students receive and are taught the Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook.	Yes
Weapons, Drugs, Safe School Zone, and Bullying Signs are posted.	Yes
The state-sponsored Weapons and Drugs reporting number 1-877-SAY-STOP is posted.	Yes
A daily record of student absences is maintained and parents are contacted.	Yes
Students may be checked out of school ONLY by a parent or guardian.	Yes
The county-sponsored Alert Line reporting number 1-888-475-0482 is posted.	Yes

REPORTING/TRAINING CHECKLIST	ANSWER
Violations of state and federal laws that occur on school property or at school events are reported to a law enforcement agency.	Yes
A record is kept of disruptive, dangerous incidents on school property or at school events.	Yes
Administrators are designated to complete and file accident and incident reports.	Yes
All staff members are aware of child abuse/neglect reporting requirements.	Yes
All staff members are told to report unsafe and potentially unsafe situations and/or conditions to the administrative staff.	Yes
All staff members are told to report incidents of bullying and any other types of harassment.	Yes
At least one hour of personal safety instruction is scheduled for the staff.	Yes
Each teacher receives a copy of the Emergency Response Procedures and Protocols manual.	Yes
All staff members have or will receive information on the policy relative to student restraint.	Yes
The District will facilitate training of all school-based and support staff on violence prevention. Staff has been informed and are expected to participate in training.	Yes

SAFETY AND SECURITY CHECKLIST	ANSWER
All windows are in good repair with no broken or missing windows.	Yes
Surveillance cameras and monitors are in good working order.	Yes
Staff members are trained on the proper use and maintenance of surveillance cameras.	Yes
All cameras are operable and the monitors are placed where staff can see them.	Yes
Glass in entrance doors is safety glass.	Yes
Door-locking hardware is in proper working order.	Yes
Door panic bars are operable and in good working condition.	Yes
Handrails and non-slip steps are provided in stairways.	Yes
Access to electrical panels in all areas is restricted.	Yes
All portals/hatches are secured with hasps and padlocks.	Yes
Mobile classrooms, outbuildings, and storage sheds are secured and locked.	Yes
Building access control is assigned to an administrator.	Yes
Keys and duplicates are kept in a locked key cabinet.	Yes
Master keys are kept to a minimum and the control access system is monitored.	Yes
Keys and employee IDs are collected from employees who no longer work in the office.	Yes
All keys are checked in and accounted for at the end of the school year.	Yes
Areas around the building and mobile classrooms are lighted.	Yes
Chemical storage areas are locked and inventoried on a regular basis.	Yes
Science lab equipment and chemicals are secured and inventoried on a regular basis.	Yes
Access to bus loading areas is restricted during arrival and dismissal.	Yes
Staff members are assigned to student parking areas at arrival and dismissal.	Yes

SAFETY AND SECURITY CHECKLIST	ANSWER
Parking areas are supervised during the school day or can be seen from the school.	Yes
An area is designated as the pick-up/drop-off area for car riders.	Yes
Exterior and interior walls are free from graffiti.	Yes
Graffiti is reported to the school police immediately and not cleaned until cleared by police.	Yes
School personnel know locations of shutoffs for water, gas, HVAC vents.	Yes
Hallways are clear of travel impediments during the school day and during night activities.	Yes
Vehicle access to playground/athletic areas is restricted.	Yes
All playground/athletic areas are fenced and are supervised when students are present.	Yes
Playground and athletic equipment is in good repair and is inspected frequently.	Yes
Visitor policy signs and trespassing signs are displayed in plain view and are in good repair.	Yes
All visitors, including parents, are required to sign in at the front office and wear an ID badge.	Yes
All visitors check out upon leaving the building and turn in their ID badge.	Yes
Visitor parking is clearly marked.	Yes
All employees wear ID badges at all times during work/school hours.	Yes
All commercial deliveries are made at one designated entrance.	Yes
All commercial deliveries are inventoried by an employee.	Yes
Delivery persons are accompanied by an employee.	Yes
All food deliveries are inspected and inventoried by food service personnel.	Yes
Students are issued parking permits for school parking only upon proof of a valid driver's license.	Yes
Student access to parking areas during the school day is restricted.	Yes

SAFETY AND SECURITY CHECKLIST	ANSWER
Student drivers are aware that vehicles are subject to search when on school property.	Yes
Employees are aware of their responsibility for items in their vehicle while on DCSD property.	Yes
Students are restricted from entering or remaining in vacant classrooms.	Yes
At the end of the work/school day, all exterior doors and restrooms are checked.	Yes
Classroom-to-office communications is operable and routinely tested.	Yes
Walkie-talkies are strategically located throughout the building and are in fair working condition.	Yes
All school equipment has been labeled and inventoried.	Yes
An updated equipment inventory is maintained throughout the school year.	Yes
All fundraising money or checks are given to the bookkeeper daily. Response: Not Applicable	No
All fundraising money or checks are placed in the school vault daily. Response: Not Applicable	No
Building vault has controlled access and can be opened from the inside. Response: Not Applicable	No
School cafeteria daily receipts are transported with an escort to the office/vault area. Response: Not Applicable	No
Cafeteria is arranged so tables and chairs do not block access to doors.	Yes
Fire extinguisher, First Aid Kit, and Choking Posters are in the break-area/cafeteria.	Yes
Student medicine procedures are available to student and parents.	Yes
Student medicine is identified by name, doctor, dispensing instructions, and is dated.	Yes
Student medicine is secured (locked) with controlled access at all times.	Yes

SAFETY AND SECURITY CHECKLIST	ANSWER
Students sign and date each time they take their medication.	Yes
Students take their medication in the office area. Students may keep asthma medication or Epi-Pen with them if they have a doctors note.	Yes
All student medication is picked up by parent at the end of the school year.	Yes
School staff is aware of proper response to blood and other body fluid spills.	Yes
Students/staff use lab/science safety equipment at all times during experiments and lessons.	Yes
Science/lab safety procedures are posted, reviewed, and practiced.	Yes
Fire extinguishers are located throughout the building and are routinely inspected.	Yes
The locations of fire extinguishers are clearly marked and fire extinguishers are accessible.	Yes
Staff members have been trained on proper use of fire extinguishers.	Yes
Mechanical rooms and other hazardous material storage areas are locked.	Yes
Area at and near the dumpster is clean and free of flammables.	Yes
All vehicles are kept out of all fire lanes at all times.	Yes
Boiler room is clean, free of debris, and is NOT used for storage.	Yes
Access to boiler room is restricted and the boiler room is routinely inspected.	Yes
Restrooms are clean and are inspected on a regularly basis throughout the day.	Yes
Procedures are in place to evacuate disabled students and staff/visitors.	Yes
Copies of the Emergency Response Procedures and Protocols manual are distributed to all staff members.	Yes
New and temporary staff members are informed of emergency and safety procedures.	Yes

SAFETY AND SECURITY CHECKLIST	ANSWER
The staff is trained in Intruder Alert Procedures, including the alert and clear signals.	Yes
School bus safety rules are distributed to all students.	Yes
All students participate in school bus emergency evacuations drills twice per year.	Yes
For every field trip, a complete manifest of students and staff is on each school bus and a copy is left at the school.	Yes
The intrusion alarm system and fire alarm system are operational and are periodically inspected and tested.	Yes
A list is maintained of staff members who are trained and authorized to activate and deactivate the alarm system.	Yes
The Midland Digital Weather/Hazard Alert Monitor is operational and located where staff can hear the alarm. NOTE: Contact Student Relations if the monitor is not operational.	Yes
All students and staff members are brought into the building from mobile classrooms during storm warnings.	Yes
Emergency early dismissal procedures are in place and practiced.	Yes
Staff members are designated to secure the building after school hours.	Yes
A list is maintained of after-school/extra-curricular activities and programs.	Yes
On teacher work days and other non-student days, including summer days, staff work schedules are arranged for the safety of the staff and security of the building.	Yes
The Front Office Area is arranged with security in mind: surveillance camera, desks facing the doorway, clear check-in and check-out procedures, walkie-talkie available at all times.	Yes
The school has inplemented an anti-bullying and anti-harassment program/strategy.	Yes
A procedure has been established to track reports made by students and staff of bullying and harassment incidents.	Yes
A procedure has been established to investigate reports made by victims of bullying or reports made by their parents.	Yes

SAFETY AND SECURITY CHECKLIST	ANSWER
The school has a committee charged with developing a plan for the analysis of discipline, attendance, other student surveys/data and staff surveys in order to develop prevention activities and strategies.	Yes
Elementary Schools: The school has implemented or has plans to implement the DeKalb County Fire Departments Risk Watch Program.	Yes
Procedures have been developed for two-way communication with portable classrooms/modules.	Yes
Portable classrooms are locked when unoccupied.	Yes
Portable classroom doors are locked when class is in session.	Yes

Exhibit

5 YEAR BUDGET PROJECTION

School Name: Leadership Preparatory Academy	FY2023		FY2024		FY2025		FY2026		FY2027		FY2028		
	Planning Year	% of Total	Year 1	% of Total	Year 2	% of Total	Year 3	% of Total	Year 4	% of Total	Year 5	% of Total	
ASSUMPTIONS													Notes
Number of Students			375		425		455		505		550		
Facility Square Footage	40421		40421		40421		40421		40421		40421		
Number of Full Time Employees	34		34		34		34		34		34		
Full Time Employees (eligible for benefits)	34		34		34		34		34		34		
Number of Administrators	2		2		2		2		2		2		
Number of Teachers	22		22		22		22		22		22		
Number of Other Instructional Staff	3		3		3		3		3		3		
Number of Clerical Staff	2		2		2		2		2		2		
Number of Maintenance Staff	2		2		2		2		2		2		
Number of Food Service Staff	2		2		2		2		2		2		
Student Teacher Ratio			1:17		1:19		1:21		1:23		1:25		
Revenue Per Pupil (State and/or Local)			$9,855		$9,855		$9,855		$9,855		$9,855		Based on FY23 Dekalb published July 2022 FTE Calculation
Average Teacher Salary	$58,794		$60,558		$62,374		$64,246		$66,173		$68,158		Includes a 3% increase per year
REVENUES													
State and/or Local Revenue (Rev Per Pupil*# of students)	$0	0.0%	$3,695,550	83.9%	$4,188,290	93.3%	$4,483,934	93.2%	$4,976,674	93.5%	$5,420,140	93.7%	Based on FY23 Dekalb published July 2022 FTE Calculation
3% District Administrative Fee (Explain any changes in notes)	$0	0.0%	($110,867)	-2.5%	($125,649)	-2.8%	($134,518)	-2.8%	($149,300)	-2.8%	($162,604)	-2.8%	
Meal Fees	$196,422	4.5%	$196,422	4.5%	$223,921	5.0%	$250,792	5.2%	$278,379	5.2%	$306,217	5.3%	Based on $3.4/FTE/Day with 85% participation at 180 days with enrollment % increases per year
ESSER III Grant	$687,504	15.6%	$427,147	9.7%		0.0%		0.0%		0.0%		0.0%	
Title I	$136,530	3.1%	$136,530	3.1%	$136,530	3.0%	$136,530	2.8%	$136,530	2.6%	$136,530	2.4%	Each year presumed the same
ASP	$43,000	1.0%	$59,063	1.3%	$67,331	1.5%	$72,044	1.5%	$79,969	1.5%	$87,167	1.5%	Each year increased based on enrollment %
QBE less 3% District Admin Fee	$3,335,427	75.8%		0.0%		0.0%		0.0%		0.0%		0.0%	
		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Total Revenues	**$4,398,883**		**$4,403,846**		**$4,490,423**		**$4,808,782**		**$5,322,252**		**$5,787,450**		
EXPENSES													
PERSONNEL													
Principal	$267,993	6.3%	$276,033	6.7%	$284,314	6.7%	$292,843	6.6%	$301,628	6.6%	$310,677	6.5%	Based on contract and 3% increase per year
Social Services (Social Worker/Counselor/Nurse)	$183,476	4.3%	$176,678	4.3%	$181,978	4.3%	$187,438	4.2%	$193,061	4.2%	$198,853	4.2%	Based on contract and 3% increase per year
Technology Support	$82,220	1.9%	$84,687	2.1%	$87,227	2.0%	$89,844	2.0%	$92,539	2.0%	$95,316	2.0%	Based on contract and 3% increase per year
Teachers	$1,293,462	30.3%	$1,332,266	32.4%	$1,372,234	32.2%	$1,413,401	32.0%	$1,455,803	31.8%	$1,499,477	31.6%	Based on contract and 3% increase per year
Arts/PE/Comp Sci	$179,042	4.2%	$184,413	4.5%	$189,946	4.5%	$195,644	4.4%	$201,513	4.4%	$207,559	4.4%	Based on contract and 3% increase per year
Athletics/Extracurricular Coaches	$0	0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Guidance Counselor	$0	0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Special Education Teacher	$56,300	1.3%	$57,989	1.4%	$59,729	1.4%	$61,521	1.4%	$63,366	1.4%	$65,267	1.4%	Based on contract and 3% increase per year
Office Manager	$0	0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Office Assistant	$58,325	1.4%	$60,075	1.5%	$61,877	1.5%	$63,733	1.4%	$65,645	1.4%	$67,615	1.4%	Based on contract and 3% increase per year
Business manager	$0	0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Maintenance	$36,000	0.8%	$37,080	0.9%	$38,192	0.9%	$39,338	0.9%	$40,518	0.9%	$41,734	0.9%	Based on contract and 3% increase per year
Food Service	$28,000	0.7%	$28,840	0.7%	$29,705	0.7%	$30,596	0.7%	$31,514	0.7%	$32,460	0.7%	Based on contract and 3% increase per year
Retirement Benefits	$443,168	10.4%	$456,463	11.1%	$470,157	11.0%	$484,262	11.0%	$498,790	10.9%	$513,753	10.8%	Based on projected gross at 19.98% TRS rate
Health Benefits	$249,526	5.8%	$261,960	6.4%	$275,014	6.4%	$288,720	6.5%	$303,110	6.6%	$318,218	6.7%	Includes 5% increase per year
FICA	$37,531	0.9%	$38,656	0.9%	$39,816	0.9%	$41,011	0.9%	$42,241	0.9%	$43,508	0.9%	Based on projected gross at 1.45%
Other Payroll Expenses/Taxes	$266,817	6.3%	$130,411	3.2%	$139,921	3.3%	$146,648	3.3%	$156,462	3.4%	$165,663	3.5%	Includes 3% increase per year less leave payouts
Workers Comp	$20,000	0.5%	$20,600	0.5%	$21,218	0.5%	$21,855	0.5%	$22,510	0.5%	$23,185	0.5%	Includes 3% increase per year
		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Total Personnel	**$3,201,860**	**75.0%**	**$3,146,151**	**76.6%**	**$3,251,328**	**76.2%**	**$3,356,853**	**76.1%**	**$3,468,701**	**75.7%**	**$3,583,284**	**75.4%**	
INSTRUCTION													
Textbooks	$5,000	0.1%	$5,000	0.1%	$5,650	0.1%	$6,046	0.1%	$6,711	0.1%	$7,314	0.2%	Each year increased based on enrollment %
Classroom Supplies	$15,000	0.4%	$15,000	0.4%	$16,950	0.4%	$18,137	0.4%	$20,132	0.4%	$21,943	0.5%	Each year increased based on enrollment %
Computers	$10,000	0.2%	$10,000	0.2%	$11,300	0.3%	$12,091	0.3%	$13,421	0.3%	$14,629	0.3%	Each year increased based on enrollment %
Software	$30,000	0.7%	$30,000	0.7%	$33,900	0.8%	$36,273	0.8%	$40,263	0.9%	$43,887	0.9%	Each year increased based on enrollment %
Field Trips	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	
Instructional Equipment	$2,000	0.0%	$2,000	0.0%	$2,260	0.1%	$2,418	0.1%	$2,684	0.1%	$2,926	0.1%	Each year increased based on enrollment %
Library and Media Center		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Student Assessment		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Classroom Furniture		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
PE Equipment		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Art Supplies		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	

Total Instruction	**$62,000**	**1.5%**	**$62,000**	**1.5%**	**$70,060**	**1.6%**	**$74,964**	**1.7%**	**$83,210**	**1.8%**	**$90,699**	**1.9%**	
SERVICES & SUPPLIES													
Student Uniforms	$5,000	0.1%	$5,000	0.1%	$5,650	0.1%	$6,046	0.1%	$6,711	0.1%	$7,314	0.2%	Each year increased based on enrollment %
Athletic Program		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Office Supplies	$20,075	0.5%	$20,102	0.5%	$22,622	0.5%	$24,166	0.5%	$26,744	0.6%	$29,090	0.6%	Each year increased based on enrollment %
Office Furniture		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Office Computers & Software	$7,175	0.2%	$5,330	0.1%	$5,490	0.1%	$5,655	0.1%	$5,825	0.1%	$5,999	0.1%	Includes 3% increase per year
Printing and Copy Services	$4,160	0.1%	$4,160	0.1%	$4,701	0.1%	$5,030	0.1%	$5,583	0.1%	$6,086	0.1%	Each year increased based on enrollment %
Postage and Shipping	$778	0.0%	$801	0.0%	$825	0.0%	$850	0.0%	$876	0.0%	$902	0.0%	Includes 3% increase per year
Bookkeeping	$67,300	1.6%	$69,319	1.7%	$71,399	1.7%	$73,541	1.7%	$75,747	1.7%	$78,019	1.6%	Includes 3% increase per year
Audit	$11,250	0.3%	$11,588	0.3%	$11,935	0.3%	$12,293	0.3%	$12,662	0.3%	$13,042	0.3%	Includes 3% increase per year
Payroll Services	$7,500	0.2%	$7,725	0.2%	$7,957	0.2%	$8,195	0.2%	$8,441	0.2%	$8,695	0.2%	Includes 3% increase per year
Banking Fees	$3,000	0.1%	$3,090	0.1%	$3,183	0.1%	$3,278	0.1%	$3,377	0.1%	$3,478	0.1%	Includes 3% increase per year
Legal Services	$40,000	0.9%	$41,200	1.0%	$42,436	1.0%	$43,709	1.0%	$45,020	1.0%	$46,371	1.0%	Includes 3% increase per year
Liability & Property Insurance	$21,980	0.5%	$22,639	0.6%	$23,319	0.5%	$24,018	0.5%	$24,739	0.5%	$25,481	0.5%	Includes 3% increase per year
Staff Development		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Special Education		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Health Services		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Staff Recruitment	$300	0.0%	$309	0.0%	$318	0.0%	$328	0.0%	$338	0.0%	$348	0.0%	Includes 3% increase per year
Student Recruitment		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Tech Support	$10,200	0.2%	$10,506	0.3%	$10,821	0.3%	$11,146	0.3%	$11,480	0.3%	$11,825	0.2%	Includes 3% increase per year
Phone/Internet Service	$63,350	1.5%	$65,251	1.6%	$67,208	1.6%	$69,224	1.6%	$71,301	1.6%	$73,440	1.5%	Includes 3% increase per year
Food Service	$177,670	4.2%	$178,084	4.3%	$199,855	4.7%	$213,285	4.8%	$235,593	5.1%	$255,905	5.4%	Each year increased based on enrollment %
Transportation		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Health Supplies		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Pest Control		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Janitorial Supplies & Services	$20,000	0.5%	$20,600	0.5%	$21,218	0.5%	$21,855	0.5%	$22,510	0.5%	$23,185	0.5%	Includes 3% increase per year
Waste Disposal	$3,000	0.1%	$3,090	0.1%	$3,183	0.1%	$3,278	0.1%	$3,377	0.1%	$3,478	0.1%	Includes 3% increase per year
Marketing		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Consulting	$12,500	0.3%	$25,177	0.6%	$25,933	0.6%	$26,711	0.6%	$27,502	0.6%	$28,337	0.6%	Includes 3% increase per year
Memberships	$7,000	0.2%	$7,210	0.2%	$7,426	0.2%	$7,649	0.2%	$7,879	0.2%	$8,115	0.2%	Includes 3% increase per year
Total Services & Supplies	**$482,238**	**11.3%**	**$501,182**	**12.2%**	**$535,478**	**12.6%**	**$560,256**	**12.7%**	**$595,703**	**13.0%**	**$629,109**	**13.2%**	
FACILITIES													
Rent/Lease/Mortgage	$348,000	8.2%	$358,440	8.7%	$369,193	8.7%	$380,269	8.6%	$391,677	8.6%	$403,427	8.5%	Includes 3% increase per year
Grounds Maintenance		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Maintenance & Repair	$10,000	0.2%	$10,300	0.3%	$10,609	0.2%	$10,927	0.2%	$11,255	0.2%	$11,593	0.2%	Includes 3% increase per year
Utilities	$5,000	0.1%	$5,150	0.1%	$5,305	0.1%	$5,464	0.1%	$5,628	0.1%	$5,796	0.1%	Includes 3% increase per year
Fire Safety and Compliance		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Storage	$22,000	0.5%	$22,660	0.6%	$23,340	0.5%	$24,040	0.5%	$24,761	0.5%	$25,504	0.5%	Includes 3% increase per year
Other	$135,389	3.2%		0.0%		0.0%		0.0%		0.0%		0.0%	Based on remaining depreciate expenses
Total Facilities	**$520,389**	**12.2%**	**$396,550**	**9.7%**	**$408,447**	**9.6%**	**$420,700**	**9.5%**	**$433,321**	**9.5%**	**$446,321**	**9.4%**	
Total Expenses	**$4,266,487**		**$4,105,882**		**$4,265,313**		**$4,412,774**		**$4,580,935**		**$4,749,412**		
Contingency Fund	$0		$0		$0		$0		$0		$0		
Surplus (Deficit)	**$132,396**		**$297,963**		**$225,111**		**$396,008**		**$741,317**		**$1,038,037**		

Cash Balance													
Beginning Cash (Renewals, conversions, or org. funding amounts)	**$2,119,608**		**$2,252,004**		**$2,549,967**		**$2,775,078**		**$3,171,086**		**$3,912,403**		
Net Surplus (Deficit)	**$132,396**		**$297,963**		**$225,111**		**$396,008**		**$741,317**		**$1,038,037**		
Ending Cash	**$2,252,004**		**$2,549,967**		**$2,775,078**		**$3,171,086**		**$3,912,403**		**$4,950,440**		

Exhibit

Lonnie D. Hall
821 Masters Drive Stone Mountain, GA 30087

Credentials

- Consistently demonstrated leadership, administrative, supervisory and training abilities.
- Proficient computer knowledge, organizational, and problem solving skills.
- Strong work ethic with proven ability to work independently or with a team effectively.
- Excellent written and oral communication skills and recognized for exceptional internal and external customer service abilities.
- Highly skilled in HR management including hiring, training, motivation, and terminations.
- Decisive team leader with creative morale building skills and conflict resolution talent.

Professional Highlights

- Diversified professional 36+ years of experience in real estate property management, site surveys, market analysis, commercial leasing, marketing, appraisal evaluations and operations management.
- Presided over consistent and repeated sales growth annual increases above 16% during tenure, and territory expansion from local to multi-state/regional presence.
- Managed fleet of 200+ vehicles within federal DOT requirements while delivering uncompromising service to customers.

Areas of Expertise

Operations & Facility Management

- Supervised multi-site locations to include building security environmental issues, OSHA compliance and infrastructure maintenance.
- Fiscal accountability over multi-site locations to include P&L, budget development and monitoring, capital asset management, ROI analysis and portfolio performance review.
- Directed and participated in technical management functions including implementation of proposals, quotes, fleet finance agreements, vendor contracts and lease agreements and financial documentation.

Customer Service

- Exceptional customer service experience; intuitive ability with customers.
- Demonstrated ability to build and maintain effective business relationships based on responsive flexible approach and comprehensive needs assessment.

Regulatory and Compliance

- Strong knowledge of government procedures and regulations, zoning requirements, and inspection regulations. Substantial exposure to OSHA worksite regulations.
- Coordinated with CPAs on Federal and State tax issues, strategies, accounting reports and annual reviews.
- Represented organization in all corporate and d/b/a litigation through interface with legal counsel on contract, liability, and business law issues.
- Coordinated all permits and licenses issued by State, County and Municipals authorities to include licenses for business, sales tax certificates, permits, auctions, sales tax exempt certificates, occupancy tax certificates, privilege licenses, etc.
- Reviewed and recommended all insurance policy coverages including building, property, third party liability, owners, and physical damage including SIR (self-insurance retention).

Project Management

- Supervised on site construction operations to ensure accurate implementation of design requirements.
- Coordinated major office relocation from performing market surveys and final site selection to issuance of certificate of occupancy.
- Experience in project budgeting, architectural design and construction documentation management, permitting, cost estimating and control, bidding and contract negotiation, coordination of project submittal and records between contractors and project architects.
- Highly developed negotiating skills with experience cultivating strategic business alliances.

Work Experience

Oct 2002 – Present Southeastern District Manager, Keystone Companies
June 1996- July 2002 General Manager, American Van Rental, Div. of Southern Coach, Inc.
Feb 1977 - June 1996 Corporate Vice President, Director of Operations, Realty World
July 1975 – Oct 1998 USAF - Active Duty, Active Reserves, Inactive Reserves

Computer Proficiency & Relevant Skills

Microsoft Office Professional Edition - (Excel, PowerPoint, Outlook, Publisher, Word);
Microsoft - Front Page; Microsoft - Office Tools; Microsoft - Project; Microsoft - Money
Quicken - QuickBooks Pro; Quicken - Business Lawyer;
Symantec Corp - Act! 2000;
Propriety - Bluebird Auto Rental Systems (Vehicle Fleet Management Software)

Professional Affiliations/Certifications

Member, National Association of Realtors (NAR) Certified Real Estate Brokerage Manager (CRB)
Certified Real Estate Appraiser (CREA)
Licensed Real Estate Broker (N. Carolina)
Certified Asbestos Removal Project Manager, NAETI
Commercial Drivers License (CDL)

Community Service

Cumberland County Tax Equalization Review Boards, 1988-1995; Chairman 1990-1992.
Troop 192, Lewis Chapel Baptist Church, Boy Scouts of America; Leader; Advisor 1988-1993.
Fayetteville State University, Endowment Board of Directors, 1990-1994. WTVD 11 (ABC Broadcast Network Affiliate) Advisory Board 1970-2001.
Member, Lewis Chapel Missionary Baptist Church, 1978-Present
Sunday School Teacher, 1980-1995
Real Estate Advisory & Resource Committee 1990-1993

Education

Hillside High School, Durham, North Carolina, Class of 1971.
University of North Carolina, Chapel Hill, NC, Class of 1976.
Graduate, Realtors Institute, UNC-CH
N. Carolina General Contractors Course of Study (Construction & Regulation Curriculum).
USAF Comm. Sec. Technical School, (Top Secret & SSIR Security Clearances by FBI)

References Available Upon Request

Exhibit

Leadership Preparatory Academy
Chartered through DeKalb County School District

ASSURANCES FORM AND SIGNATURE SHEET

Georgia law and State Board of Education Rule requires your school to provide assurances that it will do certain things and comply with certain laws. This Assurance Form enumerates all of these requirements and, when you submit this signed Signature Sheet with this Assurance Form as part of your Charter School Application Package, you are providing the legal assurance that your charter school understands and will do these things. This form must be signed by the school's governing board chair.

As the authorized representative of the applicant, I hereby certify that the information submitted in this application for a charter for Leadership Preparatory Academy located in DeKalb County is true to the best of my knowledge and belief; I also certify that if awarded a charter, the school:

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 the charter and in a manner consistent with the U.S. and Georgia 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, 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 be subject to the provisions of O.C.G.A § 20-2-1050 requiring a brief period of quiet reflection;
6. 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);
7. Shall ensure that the charter school's governing board members may only receive compensation for their reasonable and actual expenses incurred in connection with performance of their duties;
8. Shall ensure that the charter school's 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;
9. Shall ensure that the charter school's governing board adopts and abides by a conflict of interest policy;
10. 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;
11. 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;
12. 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;
13. Shall provide state and federally mandated services for English Language Learners, as applicable;

Leadership Preparatory Academy
Chartered through DeKalb County School District

14. 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;
15. Shall notify the state of any intent to contract with a for-profit entity for education and/or management services;
16. Shall notify the state of any changes in for-profit entity contracted with for education and/or management services;
17. 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. § 20-2-133;
18. Shall comply with federal due process procedures regarding student discipline and dismissal;
19. Shall be subject to all laws relating to unlawful conduct in or near a public school;
20. Shall have a written grievance procedure to resolve student, parent, and teacher complaints;
21. Shall have a written procedure for resolving conflicts between the charter school and the local board of education;
22. Shall comply with the provisions of O.C.G.A. § 20 -2-211.1 relating to fingerprinting and criminal background checks;
23. Shall remit payments to TRS on behalf of employees and shall employ teachers in accordance with TRS;
24. Shall ensure that if transportation is provided for its students, the school shall comply with all applicable state and federal laws;
25. 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;
26. 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;
27. 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 Department;
28. 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;
29. Shall be subject to an annual financial audit conducted by the state auditor or by an independent certified public accountant licensed in this state;
30. Shall designate a Chief Financial Officer that meets all requirements as established by the Charter Schools Rule 160-4-9-.05(2)(h)(1);
31. 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;
32. Shall acknowledge that all criteria used to calculate QBE funding may not be waived;
33. Shall ensure that 90% of QBE funds earned for out-of-system students enrolled in a virtual school must be spent on their instruction pursuant to O.C.G.A. § 20-2-167.1; and

Leadership Preparatory Academy
Chartered through DeKalb County School District

34. Shall follow any and all other federal, state, and local laws and regulations that pertain to the applicant or the operation of the charter school.

This Charter School Application, Assurance Form, and attached Exhibits were approved by the Charter School's Governing Board on the 21 day of July 2022_.

Governing Board Chair, Charter School — Date: 7/22/22

This Charter School Application, Assurance Form, and attached Exhibits were approved by the DeKalb Board of Education on the day of , 202_.

Chair, DeKalb Board of Education — Date

Superintendent, DeKalb Board of Education — Date

If a Charter is granted, Petitioners assure that the proposed charter school's programs, services, and activities will operate in accordance with the terms of the Charter and all applicable federal, state, and local laws, rules, and regulations.

Governing Board Chair, Charter School — Date: 7/22/22

Chair, DeKalb Board of Education — Date

Superintendent, DeKalb Board of Education — Date

Exhibit

Insert Name of Proposed Charter School Here
Chartered through DeKalb County School District

Richard Woods, Georgia's School Superintendent
"Educating Georgia's Future"

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a charter school contract from the State Board of Education, as referenced in O.C.G.A. § 50-36-1, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) ✓ I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document (e.g., driver's license, passport, birth certificate), as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

Driver's License

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Lithonia (city), Georgia (state).

LAURENA BATES NOTARY PUBLIC NEWTON COUNTY, GEORGIA My Commission Expires 6-20-26

Signature of Governing Board Chair

Dr. Donrich Young
Printed Name of Governing Board Chair

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
22nd DAY OF July, 2022

Laurena Bates
NOTARY PUBLIC
My Commission Expires: 6/20/26

Exhibit

BOARD RESOLUTION

At the meeting of the Governance Board of Leadership Preparatory Academy on July 21, 2022, the following resolution was proposed and approved by the board:

Resolved:

WHEREAS the Leadership Preparatory Academy is a DeKalb County Charter School with a current contract expiring on July 31, 2023;

WHEREAS the Leadership Preparatory Academy is requesting approval of a new five-year contract term from the DeKalb County Board of Education and the Georgia Department of Education;

WHEREAS the Governance Board of Leadership Preparatory Academy fully supports and approves the renewal petition to be submitted to the DeKalb County Board of Education and the Georgia Department of Education.

Be It Hereby Resolved:

The Governance Board of Leadership Preparatory Academy approves the Charter Renewal petition application to be submitted to the DeKalb County School District and to the Department of Education for the State of Georgia.

Signed and sealed, this the 21st day of July, 2022

Signed _____

Dr. Donrich Young

Chair, Leadership Preparatory Academy Governance Board

Exhibit