



## **Charter School Renewal Application**

For Schools Seeking Renewal from Both  
DeKalb County School District and the  
State Board of Education  
to  
Operate in SY24-25

**Dekalb Preparatory Academy  
Chartered through DeKalb County School District**

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| 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.                                                                               | 530             |
| 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).

If the local Board of Education HAS its own application →

First submit their local application to your local BOE. Then submit to GaDOE a copy of the local application you submitted along with this Charter School Renewal Application

If the Local Board does NOT have its own application →

Submit to both your local BOE and to GaDOE a copy of this Charter School Renewal Application

If your school is applying for a charter renewal to the State Charter Schools Commission (SCSC) →

See the SCSC website at  
<http://scsc.georgia.gov/petition-application>

## 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.

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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.**

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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](mailto: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, OCTOBER 17, 2023, IN ORDER TO BE IN THE 2023 REVIEW CYCLE FOR OPERATING IN 2024-2025.**

Petition for (Name of School): \_\_\_\_\_

Delivered by (Charter School Representative): \_\_\_\_\_

Received by (DCSD Representative): \_\_\_\_\_ Date and Time: \_\_\_\_\_

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## **CHARTER SCHOOL RENEWAL APPLICATION COVER PAGE**

**Check One:**    ☒ Start-up Renewal        ☐ Conversion Renewal

When was the original charter term start date? July 1, 2012

How many charter terms has the school been in existence? 2

**Name of Charter School:** Dekalb Preparatory Academy

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

Dekalb 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:** Suzette Arnold Governing Board Chair  
**Name** **Title**

**Contact Address:** 1402 Austin Drive, Decatur, GA 30032

**Telephone Number:** 770-855-6307

**Fax Number:** 404-937-2020

**E-mail Address:** sarnold793@gmail.com

### **Contact Information for the Person Filling out this Application**

**Contact Person:** Dr. Lenise Bostic Head of School  
**Name** **Title**

**Contact Address:** 1402 Austin Drive, Decatur, GA 30032

**Telephone Number:** 770-855-6307

**Fax Number:** 404-937-2020

**E-mail Address:** @dekalbprepacademy.org



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## CHARTER SCHOOL RENEWAL APPLICATION

### EXECUTIVE SUMMARY

Name of Charter School: Dekalb 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: 585

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 |
|---------------|----|----|----|----|----|----|----|----|----|---|----|----|----|-------|
| <b>Year 1</b> | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 |   |    |    |    | 585   |
| <b>Year 2</b> | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 |   |    |    |    | 585   |
| <b>Year 3</b> | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 |   |    |    |    | 585   |
| <b>Year 4</b> | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 |   |    |    |    | 585   |
| <b>Year 5</b> | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 |   |    |    |    | 585   |

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)

*The mission at Dekalb Preparatory Academy (DPA) is to empower students to cultivate knowledge, think critically, act collaboratively and compassionately. DPA accomplishes this by offering a rigorous, creative, culturally responsive, and engaging student experience for students in grades kindergarten through eight. In addition to these characteristics, DPA uses Project-based Learning (PBL), which provides opportunities for students to solve real-world problems. This student-centered approach promotes the synthesis of information, which refines critical thinking skills. Problem solving is a fundamental skill needed in 21st century careers.*

Statistically, DPA serves a higher percentage of low-income, African American students when compared to the DCSD. More than 550 families choose DPA each year over other options, including their

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neighborhood zoned schools. DPA stakeholders firmly believe that a student's zip code should not determine the trajectory of their educational experience.

In addition to the PBL approach, DPA has other defining characteristics. The infusion of Audio Video Communications (AVC) provides a distinctive approach that is rarely provided for K-8 students. To meet the needs of all students, DPA also provides extended instructional time, small learning communities, and individualized student support. Teachers and support staff regularly review student data to assign gap-closing support.

Various stakeholders were involved in the petition development process. Board members, administrators, teachers, and families played key roles in planning, analyzing, and reviewing the petition content. Three stakeholder meetings were held to collect information for the purpose of developing the renewal application. DPA maintains a Parent Advisory Group. Members of this group also provided great insight and data that informed the content development of the petition.

Once the charter is renewed, the board is responsible for monitoring progress and ensuring that charter goals are attained. The monitoring of goals will be divided among board committees and checkpoints will be established throughout the school year to ensure a timely review of progress as well as the development of corrective actions, as needed.

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)

DPA's ~~is unique in the DCSD portfolio in that it offers a K-8, academic program is based on~~ Project-Based Learning (PBL) ~~model~~, which brings the Georgia Standards of Excellence (GSE) to life through problem-solving. In a PBL classroom, students are at the center of the learning, while the teacher facilitates and supports. This method emphasizes both the process and the product, which are both key to sustained learning. DPA ~~is also unique in the district as it has also implemented a~~ Audio Video Communications & Technology (AVC) program, ~~at the K-8 level~~, where students experience all aspects of audio/video production. The state of Georgia host more on-location filming projects than any other

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state in the country. Early exposure to such skills gives DPA students a strong foundation in technology, communications, self-awareness, and high expectations for their own educational experience.

The technology aspect of the program not only includes equipment used for video production, but also a 1:1 instructional device deployment. DPA students in grades K-5 also take coding classes, which would not be possible without a 1:1 ratio. Previously, the technology ratio was 10:1, which did not allow for the level of desired rigor, frequency, or retention of academic concepts.

Given the flexibility afforded to charter schools, DPA is able to provide more extensive offerings than traditional public schools. ~~The use of the K-8 model is a fundamental way that DPA has positioned itself for increased organizational performance.~~ These offerings include the K-8 PBL model, extended day/year, and the AVC program. These are unique in the region and district. Teachers in grades K-3 teach all core subjects to their assigned students, whereas, in grades 4-8, instruction is departmentalized. These are examples of structural innovations that require broad flexibility.

DPA also exercises broad flexibility by providing additional instructional time in terms of the length of the day as well as the calendar year. The extended time also allows DPA to teach social-emotional lessons, provide additional math support, and expose students to 4H programming, which enables students to understand and meet their full potential.

~~Beyond the flexibility used to implement the structural elements of the academic program, DPA also leverages broad flexibility in other ways such as~~ in terms of teacher certification, localized governance, timely decisions, and resource allocation and oversight that is tailored to students' needs.

Waiving teacher certification allows DPA flexibility in hiring. The connection between waiving certification and increased student outcomes cannot be readily supported in data from the current charter term. While DPA waives certification, it is preferred that teachers are certified when hired.

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)

DPA does not contract with an educational service provider (ESP). The day-to-day management of the school is the responsibility of the top executive charged with those duties. Oversight of contractual

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obligations, budget performance, and fiduciary duty are the responsibility of the governing board. The board is also responsible for policy development, general compliance, and long-range strategic planning. The board is also responsible for hiring, supporting, evaluating and managing the top executive of the organization. The top executive of the school has a team of administrators who focus on various aspects of school operations. The governing board measures its own effectiveness on an annual basis.

Unlike traditional public schools that must adhere to strict staffing allocations from the district, charter schools must work within their budget, but have a great deal of flexibility in staffing. The flexibility in terms of resource allocation is perhaps one of the more meaningful ways that DPA can leverage the broad flexibility waiver.

The leadership team at DPA consists of the top executive or Head of School, Chief Financial Officer, Middle School Principal, Elementary Principal, and three Academic Coaches. There is also a Director of Operations who oversees operations as well as the nutrition department.

DPA maintains a collaborative relationship with the Dekalb County School District (DCSD) as well as the Georgia Department of Education (GADOE). DPA staff members attend training offered by the district, particularly at the leadership level and with regard to federally mandated services, such as Special Education, and ESOL. DCSD's Office of Accountability staff provide support and advocacy as needed to support the work of DPA.

DPA has experienced substantial support from the community and consistent interest from families. DPA has a waitlist of 146 students for the 2023-2024 school year. All grades, except first have a waitlist, with the largest list in sixth grade, which is fifty-eight students. During ~~the current year of the contract term, the waitlist decreased due to enrollment fluctuations caused by the COVID-19 pandemic~~ **the waitlist fluctuated, but has since been increasing annually.** DPA expects increased community engagement and support through partnerships related to the PBL and AVC programs.

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## **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.*

**The Accountability Report is located 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 of 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 in which they appear in the contract. Given that the charter renewal is based on the extended contract, accountability metrics provided reflect the 2021-2022, and 2022-2023, school years, which were not part of the prior (2021) renewal application.

**Goal 1: During the first year of its charter contract term, the Charter School shall achieve at least two of the following academic performance standards:**

- a. Match or exceed the CCRPI Content Mastery score of its authorizing school district(s) in each grade band served (elementary, middle, and/or high school). AND/OR
- b. Match or exceed the overall CCRPI score of its authorizing school district(s) in each grade band served (elementary, middle, and/or high school). AND/OR
- c. Increase its overall CCRPI score by at least 4% of the gap between 100 and the school's previous year overall CCRPI score for each grade band served (elementary, middle, and/or high school). AND/OR
- d. 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). AND/OR

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- e. 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).  
AND/OR
- f. Achieve an overall positive Value-Added Impact Score in each grade band served (Elementary, middle, and/or high school). AND/OR
- g. Beat the Odds (school-wide measure).

As noted in the figure below, there were no CCRPI scores calculated in years one and two of DPA's charter contract. In 2021, the Georgia Department of Education received a waiver on all mandated assessments and accountability metrics, including the CCRPI score. In 2022, the mandated assessments were not waived; however, the State waived the CCRPI calculation. A CCRPI is expected to be published for 2023; however, that data was not available at the time of

**Figure 1: CCRPI FOR 2021, 2022 & 2023**

| School Year | Elementary School                | Middle School | Final School Score | District ES Only | Total District | State ES Only | Total State |
|-------------|----------------------------------|---------------|--------------------|------------------|----------------|---------------|-------------|
| 2020-2021   | No Summative CCRPI Score in 2021 |               |                    |                  |                |               |             |
| 2021-2022   | No Summative CCRPI Score in 2022 |               |                    |                  |                |               |             |
| 2022-2023   | TBD                              | TBD           | TBD                | TBD              | TBD            | TBD           | TBD         |

Source: ccrpi.gadoe.org

**Goal 2: During the first year of its charter contract term, the Charter School shall achieve at least two of the following academic performance standards:**

- a. Increase its overall CCRPI score by at least 4% of the gap between 100 and its previous year overall CCRPI score in each grade band served (elementary, middle, and/or high school). AND
- b. Achieve at least one of the following two performance standards: 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 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). AND

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- c. Achieve at least one of the following two performance standards: Achieve an overall positive Value-Added Impact Score in each grade band served (elementary, middle, and/or high school). or Beat the Odds (school-wide measure). AND
- d. Not be on the Turnaround Eligible Schools List published annually by the Governor's Office of Student Achievement or on the list of Tier II or Tier III schools published annually by GADOE.

Similar to Goal one in this section, there is no summative CCRPI calculation for 2021 and 2022, due to the flexibility provided to the State of Georgia by the United States Department of Education. The 2023 CCRPI score has yet to be published.

**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 year of its charter contract term, the Charter School shall achieve a School Climate Star Rating of 4 or more stars.**

CCRPI was not calculated for years one and two of the current charter contract term. Therefore, Climate Star ratings were not assigned for those years because this rating is a component of CCRPI.

**Figure 2: DPA Climate Score Data**

| School Year | Target 4 Stars or Above                       | Actual Star Rating                            |
|-------------|-----------------------------------------------|-----------------------------------------------|
| 2022-2023   | 4                                             | TBD                                           |
| 2021-2022   | Not scored due to state accountability waiver | Not scored due to state accountability waiver |
| 2020-2021   | Not scored due to state accountability waiver | Not scored due to state accountability waiver |

**Financial Performance Standards**

**Financial performance is addressed in Question 3 below, which specifically calls for a summary of results.**

**Governance Performance Standards**

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**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 year three of the prior charter term, and years one and two of the extended contract period, the governing board met all performance standards.

**Figure 3: 2020-2021, 2021-2022, and 2022-2023 DPA Governance Performance Results**

| Metric per Charter Contract<br>Section IV. Governance Performance Standards.<br><i>Goal 6: During each year of its charter contract term, the Charter School <u>shall achieve all six</u> of the following governance performance standards.</i> | 2020-2021 | 2021-2022 | 2022-2023              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|------------------------|
| a. GA Open Meetings Compliance, AND                                                                                                                                                                                                              | MET       | MET       | <del>MET</del> NOT MET |
| b. All governing board members attended all required training, including all training required for any new governing board members, AND                                                                                                          | MET       | MET       | MET                    |
| c. The Board met a minimum of seven (7) times, AND                                                                                                                                                                                               | MET       | MET       | MET                    |
| d. Successful implementation of the Teacher and Leader Keys Effectiveness System as verified by GADOE, AND                                                                                                                                       | MET       | MET       | 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                                                                | MET       | MET       | MET                    |



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|                                                                                                                                                            |     |     |     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
| 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.                                                                           | MET | MET | MET |

DPA received a letter of concern during the current charter term, dated March 23, 2023. DCSD cited that DPA was in violation of State Board Rule 160-4-9-.06, and the Georgia Open Records Act, O.C.G.A. §50-18-70, et seq. To remedy the concerns outlined in the letter, DPA updated their website to include all items required by rule and law. Specifically, the website includes policies, budgets, meeting schedule, meeting agendas, and meeting minutes. Such documents are maintained on the website as well as made available for inspection upon request.

**Essential and Innovative Features**

**Goal 7: By the last year of its charter contract term, the Charter School shall implement all Essential and Innovative Features, as defined in Section 5 of the charter contract, in all material respects.**

All innovative features were implemented during the 2020-2021, 2021-2022, and 2022-2023 school years. The table below outlines the specific features that were included in the charter contract. These features are integral to the DPA program and unique within the DCSD system. The Audio/Video Communication Technology aspect of the program was designed to address the growing need to build capacity in those areas from an economic perspective. According to the Atlanta Business Chronicle, this last decade has seen tremendous growth as the film industry had a \$9.5 billion dollar impact on the state. Georgia provides tax incentives to film production teams who want to film in the state, which offers a variety of desirable locations. The aforementioned financial impact is up from \$67.7 million in direct spending in FY2007, as compared to \$2.7 billion in direct spending in 2017. This growth has placed Georgia on the global map as the number one filming location in the world.<sup>1</sup> In fact, the Georgia Entertainment Industry Investment Act protects incentives for production companies to utilize the Georgia landscape as the backdrop for numerous television and film projects.

**Figure 4: DPA Essential and Innovative Feature Implementation**

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<sup>1</sup> <https://www.bizjournals.com/atlanta/news/2020/03/27/georgia-s-film-industry-has-9-5-billion-impact-in.html>

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| Innovative Feature                                                               | 2020-2021 | 2021-2022 | 2022-2023 |
|----------------------------------------------------------------------------------|-----------|-----------|-----------|
| Project-based learning with an emphasis on Audio Video Communication Technology  | MET       | MET       | MET       |
| The Charter School shall implement Pearson EnVision Math across all grade levels | MET       | MET       | MET       |
| Reading Street Implementation                                                    | MET       | MET       | MET       |
| Summer Bridge Program                                                            | MET       | MET       | MET       |

The innovative features create the quality curriculum and support infrastructure that is needed to close achievement gaps at all levels. While the curricular programs mentioned in the innovative feature section of the contract will continue to be utilized at the school. ~~For example, programs such as EnVision Math, will be provided to support increased math proficiency, but will not be considered an innovative feature.~~ Due to the rollout of the new math standards, DPA no longer uses EnVision math. MAP and GMAS data were used to measure the impact of EnVision math. In the next charter term, DPA will continue to use the PBL model with an emphasis on AVC as well as the summer bridge program. ~~The proposed changes section below explains complimentary innovations that will be added in the next charter term to support and enhance student achievement and organizational effectiveness.~~ DPA uses GMAS, MAP, pre/post assessments, and formative assessments to measure the effectiveness of PBL as well as the impact on academic achievement.

**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.**

DPA 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. Although the

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school was not formally placed on probation by DCSD, there were letters of concern that were received and addressed.

DeKalb Preparatory Academy has successfully addressed all compliance letters and letters of concern that have been sent to the school. DeKalb Preparatory Academy has taken proactive steps and implemented strategies to ensure compliance and address any areas of concern raised by relevant authorities.

**Swift Response and Communication:** DeKalb Preparatory Academy has consistently demonstrated a commitment to prompt and transparent communication in response to compliance letters and letters of concern. Upon receiving any such communication, the school's leadership initiates immediate action to acknowledge receipt, ensuring that all parties involved are informed of the school's intention to address the issues at hand.

**Dedicated Compliance Team:** The school has established a dedicated compliance team comprising board members, experienced educators, administrators, and legal advisors. This team is responsible for thoroughly reviewing compliance letters and letters of concern to identify specific issues and develop comprehensive action plans.

**Root Cause Analysis:** DeKalb Preparatory Academy conducted a meticulous root cause analysis for each issue raised in compliance letters or letters of concern. This analysis helped identify the underlying factors contributing to the concerns, enabling the school to implement targeted solutions.

**Data-Driven Decision Making:** The school places a strong emphasis on data-driven decision-making processes. In addressing compliance matters, the academy leverages a wealth of data, including student performance metrics, attendance records, and financial reports. This data analysis informs strategic planning and allows the school to align resources effectively.

**Professional Development and Training:** DeKalb Preparatory Academy invests in professional development and training opportunities for its staff to address compliance-related concerns. This includes training on best practices in instruction, special education services, and financial management, among other areas.

Professional development was conducted on August 23, 2023, and again on November 7, 2023. The special education team recently spent two full days of training on Goal Book and Infinite Campus, as well as

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effective strategies for working with students who have IEPs. All staff development provided offers a separate track designed to increase capacity among all staff, but particularly special education staff.

**Collaboration with External Experts:** When necessary, the school seeks guidance and support from external experts and consultants with expertise in the relevant compliance areas. Collaborative efforts are made to ensure that the school is equipped with the knowledge and resources needed to address concerns comprehensively.

**Continuous Improvement:** The DPA's commitment to continuous improvement is evident in its proactive approach to addressing compliance issues. By regularly reviewing policies, procedures, and practices, the school ensures that it remains aligned with all relevant regulations and standards.

**Monitoring and Reporting:** To track progress and maintain transparency, DeKalb Preparatory Academy establishes a system of regular reporting to the relevant authorities. This reporting includes updates on the status of compliance issue resolution, evidence of implemented improvements, and outcomes achieved.

In summary, DeKalb Preparatory Academy has addressed compliance letters and letters of concern with a well-structured and systematic approach. Through a commitment to transparency, collaboration, and data-driven decision-making, the school has successfully resolved compliance issues and continuously improved its practices to provide the highest quality education to its students.

**Figure 5: DPA Legal Compliance**

| Innovative Feature                                                                                                                                                                                                         | 2020-2021 | 2021-2022 | 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       | MET       |
| 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       | MET       |
| Goal 8: 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       | MET       |

**Measuring Academic Achievement During the Pandemic**

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DPA is currently operating on a two-year extension to a three-year charter contract. One of the stipulations of the short-term contract is that the school submits an updated analysis and achievement plan for every eighteen-week period during the three-year charter term. The goal of this process is to ensure that the proper level of data analysis is occurring at the school level and that action plans are based on student performance, organizational capacity and budgetary priorities. These accountability updates also incorporate a review of the DPA's core innovation, which is project-based learning infused with an emphasis on audio-video communications (AVC) and technology. DPA's use of project-based learning promotes critical thinking, problem solving, and the synthesis of information. DPA students are also expected to take a more active role in the learning process.

Student-centered learning has become increasingly popular in the public education setting. This approach to teaching and learning is firmly rooted in the works of early educators and educational philosophers such as John Dewey and Maria Montessori. Stanford University, arguably the nation's leader in educational research, has studied this model extensively. A study was conducted by Stanford<sup>2</sup> to determine if project-based learning can close the opportunity gap for students of color, English language learners, and low-income students. The student looked extensively at four schools with different variations on student-centered, project-based learning. Students exposed to these models demonstrate achievement that exceeded that of the same student groups in traditional learning environments, "the schools in the study provide the types of learning experiences that prepare students for college and meaningful careers as well as graduating students of color, English language learners, and low-income students at rates that exceed similar students in their districts and California." The study further demonstrated that the schools analyzed have environments that promote a supportive relationship between teachers and students. The schools also have environments that are, "challenging, relevant, collaborative, student-directed, and connected to real-life situations." Students in these schools are assessed on their mastery of content knowledge. This approach also yields increased knowledge retention over time.

Using a model that inherently yields higher results is critical for charter schools in Georgia, as the accountability standards in Georgia require that charters outperform the local district and the state. The

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<sup>2</sup> Student-Centered Schools: Closing the Opportunity Gap <https://edpolicy.stanford.edu/projects/633>

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underlying premise is that by exercising the flexibility afforded to a charter school, superior results can be achieved. 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. This can only be achieved if the school is working, from the beginning, with a viable curriculum and the supports and systems in place that drive achievement. It is worthy of noting that, in the first charter term, DPA had to reinvent their model after their ESP (education support organization) had to liquidate their assets and release the school from their management agreement.<sup>3</sup> In a briefing prepared by the federally appointed receiver, GGG Partners, Inc, stated that, “After several years of supporting unprofitable schools and investing in international ventures *Mosaica* found itself unable to meet its debt service obligations to its principal secured creditor and was seriously delinquent in paying withholding tax obligations to federal, state and local governments.” While moving away from *Mosaica*, Education, Inc. allowed DPA to reinvent its educational model, this transition occurred while the school was in its fourth year of operation in the first charter term.

In addition to CCRPI, the Georgia Department of Education also uses the Beating the Odds Analysis (BTO) to determine if schools are outperforming based on characteristics such as percentage of economically disadvantaged students, percentage of English language learners, percentage of students with disabilities, percentage of students in each race/ethnicity subgroup, percentage of female students and school size. In 2018, the BTO calculator was updated and instead of two performance categories (beat the odds, did not beat the odds) the categories of “below expected range”, “within expected range” and “beat the odds” were established to better determine performance in this framework, which is considered a “second look” if CCRPI metrics are not met. DPA does not have *Beating the Odds* results for 2020-2021, or 2021-2022, due to the accountability waiver Georgia was granted, which provided flexibility on State measures.

**Georgia Milestones Assessment System –2021 Results**

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<sup>3</sup> <https://gggpartners.com/mosaica-education-inc/>

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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. DPA combines innovative practices with the GSE to increase student engagement and academic achievement. Historically, DPA's results on state-mandated assessments demonstrate that, while the school outperforms the majority of comparison schools in all subjects, DPA has considerable improvement work ahead in the next charter term. Specifically, DPA's administration continues to prioritize academic supports that are designed to address unfinished learning and skill gaps exacerbated by the negative impacts of the COVID-19 pandemic. The majority of DPA students have experienced prolonged periods of remote learning, isolation from peers as well as support systems offered when students attend school in person. Students have experienced significant challenges both educationally and emotionally.

In a report published by the U.S. Department of Education, Office for Civil Rights, a close look at the impact of COVID-19 on African American and Latino students demonstrates that achievement gaps have widened as a result of this impact. The report references the analysis of results from the i-Ready Diagnostic assessment, which,

*“Reported starker disparities across groups. According to McKinsey’s analysis of that data, students in the fall 2020 sample “learned only 67 percent of the math and 87 percent of the reading that grade-level peers would typically have learned.” That translated into a three-month loss in learning in math, and one-and-a-half months in reading. Those losses were “especially acute,” however, in schools predominantly serving students of color. And extrapolating from that data, McKinsey estimated that “students of color may have lost three to five months of learning in mathematics” by the fall, “while white students lost just one to three months.”<sup>4</sup>*

The report also suggests that the negative impact of the pandemic did not conclude when school resumed in August 2021, and will continue to widen throughout the fall of 2021. Another study conducted by the

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<sup>4</sup> <https://www2.ed.gov/about/offices/list/ocr/docs/20210608-impacts-of-covid19.pdf>

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Brookings Institute<sup>5</sup> shows that achievement gaps between low and high poverty schools grew by approximately 20% in math and 15% in reading”.

A total of seventy (73) students participated in GMAS in spring 2021, out of 564 students enrolled for the 2021-2022 school year. Consistent with assessment data from the Office for Civil Rights report, the gap in math achievement gap deepened at a more rapid pace than English language arts.

Though the achievement of the 73 students tested may not be representative of the entire DPA student body, there is an important hypothesis that may be gleaned from the data in Figure 6. Students in middle grades generally performed better on the 2021 GMAS assessments, than students in grades three through five. For example, the only distinguished scores were earned by eighth grade students. Like many K-8 charter school models, DPA’s data in 2021 represents a baseline of performance that improves as students matriculate through the program starting in elementary school. In the next charter term, these trends will be critical components of the ongoing analysis that DPA’s board and leadership will engage in to ensure that the program is codified and can produce consistent high-quality results.

**Figure 6: 2021 GMAS Results, Grades 3-8**

| 3 <sup>rd</sup> Grade                |                       |          |          |          |  |                              |          |          |          |
|--------------------------------------|-----------------------|----------|----------|----------|--|------------------------------|----------|----------|----------|
| Number of Students Tested: <b>9</b>  | English Language Arts |          |          |          |  | Mathematics                  |          |          |          |
| <i>Proficiency Level</i>             | <i>1</i>              | <i>2</i> | <i>3</i> | <i>4</i> |  | <i>1</i>                     | <i>2</i> | <i>3</i> | <i>4</i> |
| Number of Students/Achievement Level | <b>3</b>              | <b>3</b> | <b>3</b> | <b>0</b> |  | <b>4</b>                     | <b>4</b> | <b>1</b> | <b>0</b> |
|                                      |                       |          |          |          |  |                              |          |          |          |
| 4 <sup>th</sup> Grade                |                       |          |          |          |  |                              |          |          |          |
| Number of Students Tested: <b>8</b>  | English Language Arts |          |          |          |  | Mathematics                  |          |          |          |
| <i>Proficiency Level</i>             | <i>1</i>              | <i>2</i> | <i>3</i> | <i>4</i> |  | <i>1</i>                     | <i>2</i> | <i>3</i> | <i>4</i> |
| Number of Students/Achievement Level | <b>0</b>              | <b>6</b> | <b>2</b> | <b>0</b> |  | <b>4</b>                     | <b>3</b> | <b>1</b> | <b>0</b> |
|                                      |                       |          |          |          |  |                              |          |          |          |
| 5 <sup>th</sup> Grade                |                       |          |          |          |  |                              |          |          |          |
| Number of Students Tested: <b>19</b> | English Language Arts |          |          |          |  | Mathematics                  |          |          |          |
| <i>Proficiency Level</i>             | <i>1</i>              | <i>2</i> | <i>3</i> | <i>4</i> |  | <i>1</i>                     | <i>2</i> | <i>3</i> | <i>4</i> |
| Number of Students/Achievement Level | <b>10</b>             | <b>4</b> | <b>5</b> | <b>0</b> |  | <b>12</b>                    | <b>3</b> | <b>2</b> | <b>0</b> |
|                                      |                       |          |          |          |  |                              |          |          |          |
|                                      | Social Studies        |          |          |          |  | Science (10 students tested) |          |          |          |
| <i>Proficiency Level</i>             | <i>1</i>              | <i>2</i> | <i>3</i> | <i>4</i> |  | <i>1</i>                     | <i>2</i> | <i>3</i> | <i>4</i> |
| Number of Students/Achievement Level | N/A                   |          |          |          |  | <b>9</b>                     | <b>7</b> | <b>1</b> | <b>0</b> |

<sup>5</sup>

<https://www.brookings.edu/articles/the-pandemic-has-had-devastating-impacts-on-learning-what-will-it-take-to-help-students-catch-up/>



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| 6 <sup>th</sup> Grade                |                       |          |          |          |  |             |          |          |          |
|--------------------------------------|-----------------------|----------|----------|----------|--|-------------|----------|----------|----------|
| Number of Students Tested: <b>15</b> | English Language Arts |          |          |          |  | Mathematics |          |          |          |
| <i>Proficiency Level</i>             | <i>1</i>              | <i>2</i> | <i>3</i> | <i>4</i> |  | <i>1</i>    | <i>2</i> | <i>3</i> | <i>4</i> |
| Number of Students/Achievement Level | <b>6</b>              | <b>6</b> | <b>3</b> | <b>0</b> |  | <b>7</b>    | <b>7</b> | <b>1</b> | <b>0</b> |
| 7 <sup>th</sup> Grade                |                       |          |          |          |  |             |          |          |          |
| Number of Students Tested: <b>13</b> | English Language Arts |          |          |          |  | Mathematics |          |          |          |
| <i>Proficiency Level</i>             | <i>1</i>              | <i>2</i> | <i>3</i> | <i>4</i> |  | <i>1</i>    | <i>2</i> | <i>3</i> | <i>4</i> |
| Number of Students/Achievement Level | <b>7</b>              | <b>5</b> | <b>1</b> | <b>0</b> |  | <b>7</b>    | <b>6</b> | <b>0</b> | <b>0</b> |
| 8 <sup>th</sup> Grade                |                       |          |          |          |  |             |          |          |          |
| Number of Students Tested: <b>9</b>  | English Language Arts |          |          |          |  | Mathematics |          |          |          |
| <i>Proficiency Level</i>             | <i>1</i>              | <i>2</i> | <i>3</i> | <i>4</i> |  | <i>1</i>    | <i>2</i> | <i>3</i> | <i>4</i> |
| Number of Students/Achievement Level | <b>2</b>              | <b>1</b> | <b>3</b> | <b>3</b> |  | <b>4</b>    | <b>1</b> | <b>3</b> | <b>1</b> |
|                                      | Social Studies        |          |          |          |  | Science     |          |          |          |
| <i>Proficiency Level</i>             | <i>1</i>              | <i>2</i> | <i>3</i> | <i>4</i> |  | <i>1</i>    | <i>2</i> | <i>3</i> | <i>4</i> |
| Number of Students/Achievement Level | <b>4</b>              | <b>2</b> | <b>3</b> | <b>1</b> |  | <b>4</b>    | <b>1</b> | <b>0</b> | <b>4</b> |

Data Source: Gadoe.org

The 2021 GMAS reading performance shows that the highest rates of grade-level reading occurred in third and eighth grades, with 66% of students demonstrating grade-level or above proficiency. The area of greatest concern is seventh grade with only 23% of students demonstrating reading proficiency.

**Figure 7: 2021 GMAS Results, Grade Level Reading Performance (by % of students tested per grade, per subject)**

| Reading Performance Level                    | Below Grade Level | Grade Level or Above |
|----------------------------------------------|-------------------|----------------------|
| <i>Grade Level / Number Tested</i>           |                   |                      |
| <b>3<sup>rd</sup> / 9</b>                    | <b>33</b>         | <b>66</b>            |
| <b>4<sup>th</sup> / 8</b>                    | <b>50</b>         | <b>50</b>            |
| <b>5<sup>th</sup> / 19</b>                   | <b>53</b>         | <b>47</b>            |
| <b>6<sup>th</sup> / 15</b>                   | <b>53</b>         | <b>47</b>            |
| <b>7<sup>th</sup> / 13</b>                   | <b>77</b>         | <b>23</b>            |
| <b>8<sup>th</sup> / 9</b>                    | <b>33</b>         | <b>66</b>            |
|                                              |                   |                      |
| <b>Total % of Students Below Grade Level</b> | <b>52</b>         |                      |
| <b>Total % of Students Above Grade Level</b> | <b>48</b>         |                      |

Data Source: Gadoe.org

While the number of students performing at or above grade level *must* dramatically increase over the next charter term, DPA continues to be a preferred educational choice among families in Region 6.

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Figure 8 below shows a district and state comparison for grades five and six as those two grades had the highest rates of participation resulting in publicly available data. State school GMAS reports show DPA having “too few students to report”, as a result Figure 7 above shows performance data based on school-level reports.

**Figure 8: 2021 GMAS Results Compared to DCSD and State – Reading**

| Grade | % Below Grade Level |      |      | % Above Grade Level |      |      |
|-------|---------------------|------|------|---------------------|------|------|
|       | DPA                 | DCSD | GA   | DPA                 | DCSD | GA   |
| 5     | 52.6                | 45.7 | 31.9 | 47.4                | 54.3 | 68.1 |
| 6     | 63.3                | 55.0 | 41.7 | 46.7                | 45.0 | 58.3 |

*Data Source: Gadoe.org*

Students in fifth grade did not outperform their peers at the district and state levels. Sixth graders outperformed DCSD by 1.7% but did not outperform the state.

**Figure 9: 2021 GMAS ELA - 5th and 6th Grade Results**

| Grade | Beginning |      |      | Developing |       |      | Proficient |       |      | Distinguished |      |     | Dev & Above |      |      |
|-------|-----------|------|------|------------|-------|------|------------|-------|------|---------------|------|-----|-------------|------|------|
|       | DPA       | DCSD | GA   | DPA        | DCS D | GA   | DPA        | DCS D | GA   | DPA           | DCSD | GA  | DPA         | DCSD | GA   |
| 5     | 52.6      | 42.6 | 26.8 | 21.1       | 28.4  | 33.8 | 26.3       | 23.6  | 32.9 | 0             | 5.4  | 6.4 | 47.4        | 57.4 | 73.2 |
| 6     | 40.0      | 46.5 | 31.3 | 40.0       | 23.3  | 26.8 | 20.0       | 23.9  | 33.3 | 0             | 6.4  | 8.7 | 60.0        | 53.5 | 68.7 |

*Data Source: Gadoe.org*

**Figure 10: 2021 GMAS Math- 5th and 6th Grade Results**

| Grade | Beginning |      |      | Developing |      |      | Proficient |      |      | Distinguished |      |      | Dev & Above |      |      |
|-------|-----------|------|------|------------|------|------|------------|------|------|---------------|------|------|-------------|------|------|
|       | DPA       | DCSD | GA   | DPA        | DCSD | GA   | DPA        | DCSD | GA   | DPA           | DCSD | GA   | DPA         | DCSD | GA   |
| 5     | 73.7      | 60.3 | 32.5 | 15.8       | 22.6 | 32.8 | 10.5       | 11.6 | 22.1 | 0             | 5.5  | 12.6 | 26.3        | 39.7 | 67.5 |
| 6     | 46.7      | 58.2 | 30.7 | 46.7       | 26.8 | 38.9 | 6.7        | 11.1 | 22.0 | 0             | 3.9  | 8.4  | 53.3        | 41.8 | 69.3 |

*Data Source: Gadoe.org*

In terms of 2021 GMAS Reading performance, DPA did not outperform DCSD or the state, with the exception of sixth grade *Above Grade Level* performance. In this category DPA scored 1.7% higher than the district. The ELA and Math comparisons are less favorable to DPA, with the exception of *Developing Learner and Above* combined performance, in which DPA’s sixth graders outperformed DCSD by 6.5% on the ELA assessment and 11.5% on the mathematics assessment. According to the Georgia Department of Education, the 2021 data is intended to “provide stakeholders with data that can assist in understanding the impact of the

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pandemic on student learning and support student learning in the future.”<sup>6</sup> This data is more so intended to provide a baseline for public schools in Georgia as they proceed to complete unfinished learning caused by extended periods of remote learning during the pandemic.

**Georgia Milestones Assessment System –2022 Results**

When comparing 2022 GMAS data for overall *Content Mastery* performance, DPA did not outperform the District or the State in neither the elementary nor middle school grade bands. DPA trailed narrowly behind the district in middle school ELA and overall elementary performance. The largest gaps between school, district and state performance are seen in math assessment data. **The root cause of DPA’s areas of underperformance was the lack of additional support services, which are now offered through differentiation, after school tutoring, Saturday school, and MTSS services.** ~~It should be noted that demographics between DPA, DCSD, and the State vary considerably, particularly when comparing DPA to the State.~~

**Figure 11: 2022 GMAS Results Compared to DCSD and State - 2022 Overall Content Mastery Comparison**

| Grade | Overall     |      |    | English Language Arts |       |       | Mathematics  |       |       |
|-------|-------------|------|----|-----------------------|-------|-------|--------------|-------|-------|
|       | DPA         | DCSD | GA | DPA                   | DCSD  | GA    | DPA          | DCSD  | GA    |
| ES    | <b>45.8</b> | 49.9 | 63 | <b>46.75</b>          | 51.36 | 60.92 | <b>35.81</b> | 49.67 | 65.78 |
| MS    | <b>34.9</b> | 46.6 | 60 | <b>48.26</b>          | 51.3  | 60.63 | <b>28.49</b> | 43.34 | 59.64 |

Data Source: Gadoe.org

Demographic data shows a disparity between DPA and the State in terms of both Economically Disadvantaged students as well as African American Students in both elementary and middle school grand bands. At the elementary level, DPA has 12.6% more economically disadvantaged students than the State. At the middle school level, DPA has 17.1% more students in the same subgroup. In terms of % of African American students, DPA has 39.2% more students in that subgroup and 59.9% more than the State, in the elementary grade band. Middle school demographics show a similar disparity in the African American student subgroup category. Figure 12 below provides demographic breakdowns at both elementary and middle school levels.

**Figure 12: 2022 Demographic Comparison – DPA, DCSD, and the State –  
 2022 Demographic Comparison- Elementary**

| <i>Subgroup</i> | <i>DPA</i> | <i>DCSD</i> | <i>State</i> |
|-----------------|------------|-------------|--------------|
|-----------------|------------|-------------|--------------|

<sup>6</sup> Gadoe.org/CCRPI/Pages/default.aspx

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|                                       |       |       |       |
|---------------------------------------|-------|-------|-------|
| <b>American Indian/Alaskan Native</b> | 0.0%  | 0.5%  | 0.2%  |
| <b>Asian / Pacific Islander</b>       | 0.3%  | 7.4%  | 4.7%  |
| <b>Black</b>                          | 96.9% | 57.7% | 37.0% |
| <b>Hispanic</b>                       | 2.0%  | 20.8% | 17.8% |
| <b>Multi-racial</b>                   | 0.5%  | 3.1%  | 5.1%  |
| <b>White</b>                          | 0.3%  | 10.4% | 35.2% |
| <b>Economically Disadvantaged</b>     | 70.2% | 77.0% | 57.6% |
| <b>English Learners</b>               | 1.3%  | 22.7% | 13.3% |
| <b>Students with Disabilities</b>     | 6.6%  | 9.4%  | 13.6% |

Data Source: Gadoe.org

**2022 Demographic Comparison- Middle School**

| <i>Subgroup</i>                       | <i>DPA</i> | <i>DCSD</i> | <i>State</i> |
|---------------------------------------|------------|-------------|--------------|
| <b>American Indian/Alaskan Native</b> | 0.0%       | 0.4%        | 0.2%         |
| <b>Asian / Pacific Islander</b>       | 1.5%       | 5.2%        | 4.4%         |
| <b>Black</b>                          | 93.4%      | 61.4%       | 38.3%        |
| <b>Hispanic</b>                       | 4.6%       | 21.6%       | 18.0%        |
| <b>Multi-racial</b>                   | 0.5%       | 2.5%        | 4.4%         |
| <b>White</b>                          | 0.0%       | 9.0%        | 34.7%        |
| <b>Economically Disadvantaged</b>     | 73.5%      | 78.6%       | 56.4%        |
| <b>English Learners</b>               | 2.0%       | 22.5%       | 12.7%        |
| <b>Students with Disabilities</b>     | 12.8%      | 13.5%       | 14.8%        |

Data Source: Gadoe.org

Figure 13 below shows both elementary and middle school performance on the Georgia Milestones English Language Arts End-of-Grade assessment. The GMAS data from 2021(above) showed that 0% of DPA students scored in the Distinguished category, whereas the 2022 data shows those numbers increasing in both subjects (ELA and math) and grade bands. When combining all “passing” GMAS results (developing and above), DPA outperformed DCSD on the ELA assessment in both grade bands.

**Figure 13: 2022 GMAS ELA / Math Results Compared to DCSD and State - 2022 GMAS English Language Arts – Content Mastery**

| <b>Grade</b> | <b>Beginning</b> |                  |           | <b>Developing</b> |             |           | <b>Proficient</b> |                  |           | <b>Distinguished</b> |                  |           | <b>Dev &amp; Above</b> |                  |           |
|--------------|------------------|------------------|-----------|-------------------|-------------|-----------|-------------------|------------------|-----------|----------------------|------------------|-----------|------------------------|------------------|-----------|
|              | <b>DPA</b>       | <b>DCS<br/>D</b> | <b>GA</b> | <b>DPA</b>        | <b>DCSD</b> | <b>GA</b> | <b>DPA</b>        | <b>DCS<br/>D</b> | <b>GA</b> | <b>DPA</b>           | <b>DCS<br/>D</b> | <b>GA</b> | <b>DPA</b>             | <b>DCS<br/>D</b> | <b>GA</b> |
| <b>ES</b>    | <b>37.87</b>     | 39.22            | 29.29     | <b>34.32</b>      | 28.71       | 30.86     | <b>24.26</b>      | 22.21            | 28.70     | <b>3.55</b>          | 9.86             | 11.19     | <b>62.13</b>           | 60.78            | 70.75     |
| <b>MS</b>    | <b>34.88</b>     | 36.46            | 26.96     | <b>38.37</b>      | 31.47       | 33.05     | <b>22.09</b>      | 25.43            | 31.8      | <b>4.64</b>          | 6.64             | 8.2       | <b>65.11</b>           | 63.54            | 73.05     |

Data Source: Gadoe.org

Content Mastery performance on the Math GMAS did not show the same superior performance, although incremental growth in the Distinguished category is also apparent. DPA did not outperform on the Math GMAS

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assessments in either grade band. Due to the noted demographic disparities between DPA, DCSD, and the State, further subgroup analysis is required.

**Figure 14: 2022 GMAS Math Results Compared to DCSD and State 2022 GMAS Mathematics– Content Mastery**

| Grade | Beginning |       |       | Developing |       |       | Proficient |       |       | Distinguished |      |       | Dev & Above |       |       |
|-------|-----------|-------|-------|------------|-------|-------|------------|-------|-------|---------------|------|-------|-------------|-------|-------|
|       | DPA       | DCSD  | GA    | DPA        | DCSD  | GA    | DPA        | DCSD  | GA    | DPA           | DCSD | GA    | DPA         | DCSD  | GA    |
| ES    | 46.75     | 37.91 | 24.2  | 36.69      | 33.34 | 33.22 | 14.79      | 20.22 | 29.4  | 1.78          | 8.52 | 13.18 | 53.26       | 62.08 | 75.8  |
| MS    | 50.58     | 42.99 | 27.94 | 42.44      | 34.29 | 36.40 | 6.40       | 15.76 | 24.14 | .58           | 6.95 | 11.53 | 49.42       | 57    | 72.07 |

Data Source: Gadoe.org

**Georgia Milestones Assessment System –2022 Subgroup Analysis**

When studying the combined *Developing Learner and Above* data, DPA outperformed DCSD on the ELA GMAS in both subgroups and grade bands. Both subgroups also outperformed the State in the middle school grade band but did not have the same results against the state in elementary grades. In middle school, African American students at DPA performed DCSD in that category by 5.65%.

**Figure 15: 2022 GMAS English Language Arts – Content Mastery-Subgroup Analysis**

| Grade                           | Beginning |       |       | Developing |       |       | Proficient |       |       | Distinguished |      |      | Dev & Above |       |       |
|---------------------------------|-----------|-------|-------|------------|-------|-------|------------|-------|-------|---------------|------|------|-------------|-------|-------|
|                                 | DPA       | DCSD  | GA    | DPA        | DCSD  | GA    | DPA        | DCSD  | GA    | DPA           | DCSD | GA   | DPA         | DCSD  | GA    |
| ES – Economically Disadvantaged | 40.83     | 46.69 | 39.57 | 33.33      | 30.82 | 33.43 | 23.33      | 18.14 | 21.89 | 2.50          | 4.35 | 5.11 | 59.16       | 53.31 | 60.43 |
| ES – African American           | 37.35     | 43.75 | 41.95 | 34.94      | 31.55 | 32.43 | 24.10      | 19.45 | 20.68 | 3.61          | 5.25 | 4.94 | 62.65       | 60.43 | 63.62 |
| MS– Economically Disadvantaged  | 38.89     | 42.51 | 36.38 | 38.10      | 33.64 | 35.75 | 19.05      | 20.85 | 24.00 | 3.97          | 3.00 | 3.87 | 61.12       | 57.49 | 60.47 |
| MS – African American           | 34.78     | 40.43 | 37.55 | 38.51      | 33.96 | 35.38 | 21.74      | 22.04 | 23.28 | 4.97          | 3.57 | 3.79 | 65.22       | 59.57 | 62.45 |

Data Source: Gadoe.org

DPA did not show the same subgroup performance on the Math GMAS, though DCSD outperformed DPA, the rate of superior performance ranged from 1.81% to 4.03%, thus narrowing the gap between DPA and DCSD performance. Subgroup data is used to inform student services such as referring students to the MTSS process in cases where DPA teachers and administrators have concerns about academic performance or suspect that there may be a learning disability contributing to academic performance. DPA also uses GMAS data to inform gifted program recommendations in cases where students are scoring in the distinguished category.

**Figure 16: 2022 GMAS Mathematics – Content Mastery-Subgroup Analysis**

| Grade | Beginning | Developing | Proficient | Distinguished | Dev & Above |
|-------|-----------|------------|------------|---------------|-------------|
|-------|-----------|------------|------------|---------------|-------------|

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|                                 | DPA   | DCSD  | GA    | DPA   | DCSD  | GA    | DPA   | DCS<br>D | GA    | DPA  | DCSD | GA   | DPA   | DCSD  | GA    |
|---------------------------------|-------|-------|-------|-------|-------|-------|-------|----------|-------|------|------|------|-------|-------|-------|
| ES – Economically Disadvantaged | 49.17 | 45.14 | 33.32 | 32.50 | 35.84 | 37.48 | 16.67 | 15.72    | 23.16 | 1.67 | 3.31 | 6.04 | 50.84 | 54.87 | 66.68 |
| ES – African American           | 46.39 | 44.56 | 38.28 | 36.75 | 35.66 | 37.41 | 15.06 | 16.39    | 19.79 | 1.81 | 3.39 | 4.53 | 53.63 | 55.44 | 61.73 |
| MS– Economically Disadvantaged  | 51.59 | 49.99 | 38.36 | 39.68 | 35.18 | 39.00 | 7.94  | 12.08    | 17.62 | 0.79 | 2.75 | 5.02 | 48.41 | 50.01 | 61.64 |
| MS – African American           | 51.55 | 49.64 | 42.98 | 42.24 | 35.05 | 38.53 | 5.59  | 12.60    | 14.93 | 0.62 | 2.71 | 3.56 | 48.45 | 50.36 | 54.02 |

Data Source: Gadoe.org

**Georgia Milestones Assessment System –2023 Results**

Figure 17 below shows a comparison of *reading* performance between DPA, DCSD and the State of Georgia. DPA outperformed the District and State in grade eight and performed better than the District in grades six and seven. The area of lowest performance was in fourth and fifth grades.

**Figure 17: 2023 GMAS Reading Results by Grade – Compared to DCSD and State of Georgia**

| Grade | % Below Grade Level |      |    | % Above Grade Level |      |    |
|-------|---------------------|------|----|---------------------|------|----|
|       | DPA                 | DCSD | GA | DPA                 | DCSD | GA |
| 3     | 50                  | 45   | 34 | 50                  | 55   | 66 |
| 4     | 60                  | 50   | 43 | 40                  | 50   | 57 |
| 5     | 47                  | 40   | 31 | 53                  | 60   | 69 |
| 6     | 46                  | 52   | 44 | 54                  | 48   | 56 |
| 7     | 34                  | 42   | 31 | 66                  | 58   | 69 |
| 8     | 25                  | 35   | 29 | 75                  | 65   | 71 |

Data Source: Gadoe.org

Figure 18 below shows ELA performance in grades three through eight from spring 2023. Elementary performance lags behind both the district and the state in grades three through five. Looking at the combined developing and above scores, at the middle school level; however, DPA outperforms the District in grades six through eight. In fact, DPA scored 6% higher than the District in sixth grade, 14% higher in seventh grade, and 8% higher in eighth grade.

**Figure 18: 2023 GMAS English Language Arts Results by Grade – Compared to DCSD and State of Georgia-by %**

| Grade | Beginning |      |    | Developing |      |    | Proficient |      |    | Distinguished |      |    | Dev & Above |      |    |
|-------|-----------|------|----|------------|------|----|------------|------|----|---------------|------|----|-------------|------|----|
|       | DPA       | DCSD | GA | DPA        | DCSD | GA | DPA        | DCSD | GA | DPA           | DCSD | GA | DPA         | DCSD | GA |
| 3     | 50        | 46   | 36 | 22         | 22   | 26 | 22         | 19   | 24 | 5             | 13   | 14 | 49          | 54   | 64 |
| 4     | 54        | 41   | 32 | 30         | 29   | 32 | 14         | 20   | 24 | 2             | 10   | 12 | 46          | 59   | 68 |
| 5     | 47        | 36   | 27 | 28         | 30   | 32 | 25         | 26   | 33 | 0             | 8    | 8  | 53          | 64   | 73 |
| 6     | 36        | 42   | 33 | 31         | 27   | 28 | 29         | 24   | 31 | 4             | 7    | 9  | 64          | 58   | 68 |

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|   |    |    |    |    |    |    |    |    |    |   |   |    |    |    |    |
|---|----|----|----|----|----|----|----|----|----|---|---|----|----|----|----|
| 7 | 30 | 42 | 30 | 43 | 28 | 31 | 26 | 24 | 32 | 1 | 5 | 7  | 71 | 57 | 73 |
| 8 | 22 | 30 | 24 | 55 | 34 | 34 | 20 | 27 | 32 | 3 | 9 | 10 | 78 | 70 | 76 |

Data Source: *Gadoe.org*

Math performance at DPA, as shown below in Figure 19 below, lags behind ELA performance. In math, DPA only outperformed the district in sixth grade by 13%. Areas of particular concern in terms of math performance are grades three through five, where DPA tracks significantly lower than the district. DPA did not outperform the State in either grade band. To improve math performance at all grade levels, DPA has conducted an in-depth review of standards alignment, received training on the new math standards, and re-calibrated the Summer Bridge program to ensure that the math program yields significant increased in spring of 2024.

**Figure 19: 2023 GMAS Math Results by Grade – Compared to DCSD and State of Georgia- By %**

| Grade | Beginning |      |    | Developing |      |    | Proficient |      |    | Distinguished |      |    | Dev & Above |      |    |
|-------|-----------|------|----|------------|------|----|------------|------|----|---------------|------|----|-------------|------|----|
|       | DPA       | DCSD | GA | DPA        | DCSD | GA | DPA        | DCSD | GA | DPA           | DCSD | GA | DPA         | DCSD | GA |
| 3     | 43        | 32   | 20 | 38         | 34   | 34 | 17         | 23   | 31 | 2             | 11   | 15 | 57          | 72   | 80 |
| 4     | 61        | 34   | 22 | 30         | 32   | 32 | 9          | 23   | 30 | 0             | 11   | 15 | 39          | 66   | 77 |
| 5     | 62        | 47   | 32 | 33         | 28   | 31 | 2          | 16   | 23 | 3             | 9    | 14 | 38          | 53   | 68 |
| 6     | 32        | 46   | 30 | 52         | 34   | 37 | 14         | 14   | 23 | 1             | 6    | 10 | 67          | 54   | 70 |
| 7     | 30        | 42   | 26 | 51         | 38   | 39 | 16         | 14   | 23 | 3             | 6    | 12 | 70          | 73   | 74 |
| 8     | 60        | 43   | 29 | 25         | 33   | 35 | 11         | 16   | 24 | 4             | 7    | 12 | 40          | 53   | 71 |

Data Source: *Gadoe.org*

The GMAS science assessment is administered only in grades five and eight. DPA outperformed the District by 12% in grade five but performed 11% lower than the District in grade eight. DPA was 2% lower than the State at the fifth-grade level. Based on these results, DPA is reviewing the science curriculum across the school as well as the time allotted for science instruction to ensure that the 2024 GMAS results show consistent outperformance between DPA and DCSD.

**Figure 20: 2023 GMAS Science Results by Grade – Compared to DCSD and State of Georgia- By %**

| Grade | Beginning |      |    | Developing |      |    | Proficient |      |    | Distinguished |      |    | Dev & Above |      |    |
|-------|-----------|------|----|------------|------|----|------------|------|----|---------------|------|----|-------------|------|----|
|       | DPA       | DCSD | GA | DPA        | DCSD | GA | DPA        | DCSD | GA | DPA           | DCSD | GA | DPA         | DCSD | GA |
| 5     | 38        | 49   | 36 | 28         | 23   | 24 | 27         | 20   | 29 | 7             | 7    | 11 | 62          | 50   | 64 |
| 8     | 67        | 56   | 47 | 20         | 23   | 27 | 5          | 15   | 20 | 7             | 5    | 6  | 32          | 43   | 53 |

Data Source: *Gadoe.org*

The social studies assessment is only administered at the eighth-grade level. Results show sub-par performance in social studies as compared to both the District and the State. To enhance Social Studies and Science GMAS scores for our fifth and eighth-grade students, we have devised a comprehensive action plan. This

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plan focuses on data-driven strategies and collaborative efforts to uplift student performance in these crucial subjects.

**1. Data Analysis and Goal Setting:** We will conduct an in-depth analysis of GMAS data, dissecting the specific areas where students are struggling. Subsequently, we will set clear, measurable goals for improvement in both Social Studies and Science at each grade level. This will guide our efforts throughout the academic year.

**2. Curriculum Alignment:** We are committed to ensuring that our curriculum aligns seamlessly with state standards and GMAS expectations. Any gaps in the curriculum that are identified as contributing to lower performance will be addressed, and the curriculum will be updated to meet these challenges.

**3. Professional Development:** We will invest in professional development opportunities for our educators. This training will equip them with the knowledge and teaching strategies necessary to boost student achievement in Social Studies and Science. Collaboration among teachers to share best practices will be encouraged.

**4. Differentiated Instruction:** Implementing differentiated instruction will be a priority. We will cater to the diverse learning needs and styles of our students, providing additional support and resources for those who are struggling.

**5. Assessment and Feedback:** Our teachers will employ formative assessments to track students' progress throughout the year. Students will receive timely, constructive feedback to help them understand their strengths and areas needing improvement.

**6. Enrichment and Remediation Programs:** We are dedicated to offering enrichment programs for high-achieving students, allowing them to further explore their interests. Simultaneously, targeted remediation programs will be provided for students who are performing below proficiency to help them catch up.

**7. Parent and Community Involvement:** We recognize the importance of engaging parents and the community in the education process. We will actively involve parents and encourage them to support their



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children's learning at home. Regular parent-teacher conferences will facilitate communication and understanding.

**8. Monitoring and Review:** Continuous monitoring of students' progress will be a cornerstone of our plan. We will make data-driven decisions to adjust strategies as needed to ensure that our efforts remain effective. Periodic reviews of the plan will be conducted to evaluate its impact and make any necessary adjustments.

Incorporating these measures into our educational approach will enable us to elevate our students' performance in Social Studies and Science. The collective commitment of our educators, the support of our parents, and the dedication of our students will be crucial in achieving our goal of providing a strong foundation in these subjects and helping our students succeed in their academic journeys. Together, we are embarking on a journey of growth, improvement, and achievement.

**Figure 21: 2023 GMAS Social Studies Results by Grade – Compared to DCSD and State of Georgia- By %**

| Grade    | Beginning |      |    | Developing |      |    | Proficient |      |    | Distinguished |      |    | Dev & Above |      |    |
|----------|-----------|------|----|------------|------|----|------------|------|----|---------------|------|----|-------------|------|----|
|          | DPA       | DCSD | GA | DPA        | DCSD | GA | DPA        | DCSD | GA | DPA           | DCSD | GA | DPA         | DCSD | GA |
| <b>8</b> | <b>64</b> | 43   | 29 | <b>31</b>  | 35   | 35 | <b>5</b>   | 17   | 26 | <b>0</b>      | 5    | 10 | <b>36</b>   | 57   | 71 |

Data Source: Gadoe.org

**DCSD Region 6 Comparative Analysis**

While the intent of charter school academic achievement standards is that charters consistently outperform the district and the state, another important analysis is the extent to which a charter school outperforms similar schools within the district. The question that ultimately must be answered is:

***Are students going to get a better education at the charter school versus the traditional school they would otherwise attend?***

To better understand DPA's performance in this context, the below analysis provides comparison data for all tested subjects and grade bands. In terms of reading proficiency, DPA performed better than four out of six Region 6 elementary schools and better than all middle school options. Some comparisons within the Region show DPA performing more than 20% higher than District schools.

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Scholars who attend DPA live all throughout Dekalb County and are not localized to Region 6. This analysis, however, has merit in terms of determining the value a charter school adds to a particular Region or community.

**Figure 22: 2023 GMAS Reading Results for ES & MS in DCSD Region 6 – % Above Grade Level**

| Grade | Elementary % Reading Above Grade Level |       |          |            |         |            |       | Grade | Middle School |         |          |
|-------|----------------------------------------|-------|----------|------------|---------|------------|-------|-------|---------------|---------|----------|
|       | DPA                                    | Canby | Columbia | Peachcrest | Rowland | Snapfinger | Toney |       | DPA           | Bethune | Columbia |
| 3     | 50                                     | 63    | 35       | 33         | 49      | 34         | 60    | 6     | 54            | 41      | 33       |
| 4     | 40                                     | 47    | 37       | 26         | 28      | 25         | 45    | 7     | 66            | 43      | 48       |
| 5     | 53                                     | 56    | 37       | 38         | 50      | 50         | 52    | 8     | 75            | 60      | 57       |

Data Source: Gadoe.org

Figure 23 below shows the same comparison group, looking at the percentage of developing learners and above for English Language Arts. At the elementary level, DPA performed better than Columbia, Peachcrest, Snapfinger and Toney, and the same as Rowland, at the third-grade level. Canby outperformed DPA in all elementary grades, and Rowland outperformed in fourth and fifth grades.

**Figure 23: 2023 GMAS English Language Arts Results Compared to DCSD Region 6- Dev and Above by %**

| Grade | Elementary % ELA Developing Learning & Above |       |          |            |         |            |       | Grade | ELA Middle School |         |          |
|-------|----------------------------------------------|-------|----------|------------|---------|------------|-------|-------|-------------------|---------|----------|
|       | DPA                                          | Canby | Columbia | Peachcrest | Rowland | Snapfinger | Toney |       | DPA               | Bethune | Columbia |
| 3     | 49                                           | 59    | 29       | 31         | 49      | 28         | 45    | 6     | 64                | 50      | 42       |
| 4     | 46                                           | 60    | 42       | 39         | 52      | 33         | 49    | 7     | 71                | 43      | 45       |
| 5     | 53                                           | 62    | 54       | 43         | 57      | 51         | 58    | 8     | 78                | 63      | 61       |

Data Source: Gadoe.org

DPA's math GMAS performance was not as strong as on the ELA and reading assessments. On the math assessment there are some areas of higher performance over district schools; however, that is not the overall trend. Third grade math performed the best in the elementary grade band by outperforming four out of six schools in Region 6.

At the middle school level, all grades outperformed Columbia Middle school and grades six and seven also outperformed Bethune Middle School. While DPA will need to make significant improvements over the next charter term, there is data to support the essential question above regarding the charter school being a quality option among Region 6 public education offerings.

**Figure 24: 2023 GMAS Math Results Compared to DCSD Region 6- Dev and Above by %**

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| Grade | Elementary % Math – Developing & Above |       |          |            |         |            |       | Grade | Middle School |         |          |
|-------|----------------------------------------|-------|----------|------------|---------|------------|-------|-------|---------------|---------|----------|
|       | DPA                                    | Canby | Columbia | Peachcrest | Rowland | Snapfinger | Toney |       | DPA           | Bethune | Columbia |
| 3     | 57                                     | 78    | 66       | 36         | 52      | 61         | 67    | 6     | 67            | 42      | 35       |
| 4     | 39                                     | 53    | 65       | 40         | 33      | 38         | 55    | 7     | 70            | 43      | 33       |
| 5     | 38                                     | 49    | 33       | 26         | 47      | 13         | 37    | 8     | 40            | 41      | 39       |

Data Source: Gadoe.org

On the elementary science assessment, DPA outperformed all six schools in Region 6, while middle school scholars did not outperform either comparison school. Social studies performance (Figure 26 below) shows DPA trailing behind both District comparison schools.

**Figure 25: 2023 GMAS Science Results Compared to DCSD Region 6- Dev and Above by %**

| Grade | Elementary % Math – Developing & Above |       |          |            |         |            |       |               |     |         |          |
|-------|----------------------------------------|-------|----------|------------|---------|------------|-------|---------------|-----|---------|----------|
|       | DPA                                    | Canby | Columbia | Peachcrest | Rowland | Snapfinger | Toney | Middle School | DPA | Bethune | Columbia |
| 5     | 62                                     | 60    | 14       | 31         | 45      | 25         | 38    | 8             | 32  | 40      | 36       |

Data Source: Gadoe.org

**Figure 26: 2023 GMAS Social Studies Results Compared to DCSD Region 6- Dev and Above by %**

| Middle School | DPA                 | Bethune | Columbia |
|---------------|---------------------|---------|----------|
|               | % Above Grade Level |         |          |
| 8             | 36                  | 49      | 47       |
|               |                     |         |          |

Data Source: Gadoe.org

### **DPA's Response to 2023 GMAS Performance**

DPA has offered a summer bridge program for some time; however, based on academic performance in recent years, the summer offerings in 2023 needed to be more strategic than ever. In ELA, the post test data shows at least modest gains in all areas, with the greatest gains in grade four. Grades two and six showed modest regression. In math, students increased their scores at all grade levels except fourth and fifth.

**Figure 27: 2023 Summer Bridge English Language Arts – Pre and Post Test Data**

| Grade Level                  | Pre-test score | Post-test score | +/-  |
|------------------------------|----------------|-----------------|------|
| First                        | 42.1%          | 42.5%           | +4   |
| Second                       | 33.3%          | 32.6%           | -.7  |
| Third                        | 25.3%          | 26.6%           | +1.3 |
| Fourth                       | 35%            | 41.2%           | +6.2 |
| Fifth                        | 31.2%          | 33.2%           | +2   |
| Sixth                        | 29.3%          | 31%             | -1.7 |
| Seventh                      | 46.5%          | 47.5%           | +1   |
| Eighth                       | 48.3%          | 50.3%           | +2   |
| Rising 9 <sup>th</sup> grade | 43.5%          | 44.8%           | +1.3 |

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**Figure 28: 2023 Summer Bridge Math – Pre and Post Test Data**

| <b>Grade Level</b>           | <b>Pre-test score</b> | <b>Post-test score</b> | <b>+/-</b> |
|------------------------------|-----------------------|------------------------|------------|
| First                        | 58.8%                 | 61.4%                  | +2.6       |
| Second                       | 39.5%                 | 42.1%                  | +2.6       |
| Third                        | 20%                   | 26.9%                  | +6.9       |
| Fourth                       | 23.8%                 | 20.6%                  | -3.2       |
| Fifth                        | 45.3%                 | 43.7%                  | -1.6       |
| Sixth                        | 26.2%                 | 30.4%                  | +4.2       |
| Seventh                      | 33.3%                 | 35.8%                  | +2.5       |
| Eighth                       | 42.3%                 | 51.3%                  | +9         |
| Rising 9 <sup>th</sup> grade | 58.4%                 | 66%                    | +7.6       |

The Summer Bridge program is an integral component of our educational approach. It serves as a bridge that connects the learning experiences of the school year with the opportunities of the summer break. Our program has been carefully designed to address the following key points:

- 1. Engaging Curriculum:** The curriculum is crafted to make learning an enjoyable and interactive experience. Our students will explore reading and math through dynamic lessons, hands-on activities, and collaborative projects, ensuring that learning is an adventure rather than a chore.
- 2. Certified Educators:** Our program is staffed by our dedicated and experienced educators who have created a curriculum tailored to each grade level. This ensures that learning is not only age-appropriate but also highly effective.
- 3. Small Class Sizes:** We believe in the importance of individual attention. Our small class sizes allow our educators to work closely with each student, addressing their specific needs and challenges.
- 4. Personalized Learning:** Recognizing that every student is unique, our program incorporates personalized learning paths to cater to each student's strengths and areas of growth.
- 5. Creative and Enriching Activities:** We firmly believe that learning extends beyond traditional classroom settings. Our program includes creative and enriching activities such as arts and crafts, science experiments, and team-building exercises to make learning engaging and memorable.
- 6. Building Confidence:** In addition to academic growth, our program is designed to nurture self-confidence and a growth mindset among students. Our goal is to instill a love for learning that will stay with them throughout their lives.

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**7. A Glimpse of the Future:** The Summer Bridge Program offers a head start on the upcoming school year, allowing students to get a sneak peek into the exciting concepts and lessons they will explore when they return in the fall.

**8. A Supportive Community:** Beyond academics, our program encourages students to build lasting friendships and be part of a supportive and caring community that values growth and personal development.

The Summer Bridge program is open to students from all grades and is a testament to our commitment to providing an exceptional education that extends beyond the classroom. This program plays a crucial role in bridging the summer months with educational excitement and growth.

To address academic performance in the 2023-2024 school year and the next charter term, DPA will implement a range of strategies that will increase student performance and organizational effectiveness. In terms of academics, more in-depth analysis of MAP assessment data will be conducted to guide instruction and make necessary adjustments. To measure overall literacy, DPA will administer bi-weekly reading assessments for ongoing growth analysis. The school will offer an extended day and after school tutorials in addition to guided reading and modeling to increase fluency. Classes will be stocked with leveled texts and teachers will receive professional development on Orton-Gillingham methods specific to the science of reading and strategies to increase reading proficiency.

For math, DPA has implemented number talks and math talks, which provide students with the opportunity to openly analyze numbers and conduct error analysis. Number talks are key to expanding student thinking and engage in creative problem solving. This approach also build confidence in math skills and creates a safe space for open math discussions that are as much about the process as the end result.

During the current charter term, DPA has been challenged by high rates of teacher, staff and leadership turnover. Turnover is a leading factor in low and/or stagnant student achievement and must be addressed in order for any school to meet performance objectives. To address staff turnover, DPA is taking several strategic steps that reflect best practices and are expected to yield results. For the past three years, DPA has lost 53% of its staff

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each year. High turnover not only diminishes the school's opportunity to produce results, it is also costly in terms of the training and development of staff. The strategic steps DPA is taking include improvements to compensation and benefits, and targeted professional development for all staff members. DPA has contracted with a veteran special education teacher, who is serving as the lead teacher in that department. Special education teachers have been provided with two in-depth training sessions so far in fall semester 2023. These training sessions focused on Goal Book, Infinite Campus, and instructional strategies for working with special needs students.

Historically, DPA has also hired uncertified staff to fill vacancies, which is a common practice and legally waivable in the charter school space. While it is important that charter schools can exercise this flexibility, certification requires training and experience that are more likely to produce increased results over time. There is also a cost differential in hiring certified versus noncertified staff. The QBE funding formula provides a higher rate of earning for certified teachers. Maximizing funding is also essential to the school being well resourced and producing consistent results. In both 2022-2023 and 2023-2024 school years, 50% of DPA teachers have been certified.

Professional development, beginning in the 2023-2024 school year, is more targeted and strategic than ever. This year, DPA is heavily focused on literacy training, the new math standards and project-based learning to ensure that the model is implemented with fidelity and that student's fundamental academic needs are met.

Compensation is another major factor that influences staff retention. The overall pay scale has been revised to ensure that DPA is competitive regarding staff salaries. Several incentives are also available including retention bonuses, longevity bonuses for staff who stay longer than five to seven years, attendance bonuses, new hire bonuses, and a referral bonus if current staff refer individuals who are hired by the Head of School.

The selection process is really where retention begins. This process has been revised to increase the rigor and steps by which employees are hired into the organization. Just as important as the hiring process, the onboarding of new staff members is key to organizational success. DPA will partner with human resource experts to oversee the onboarding and offboarding of staff.

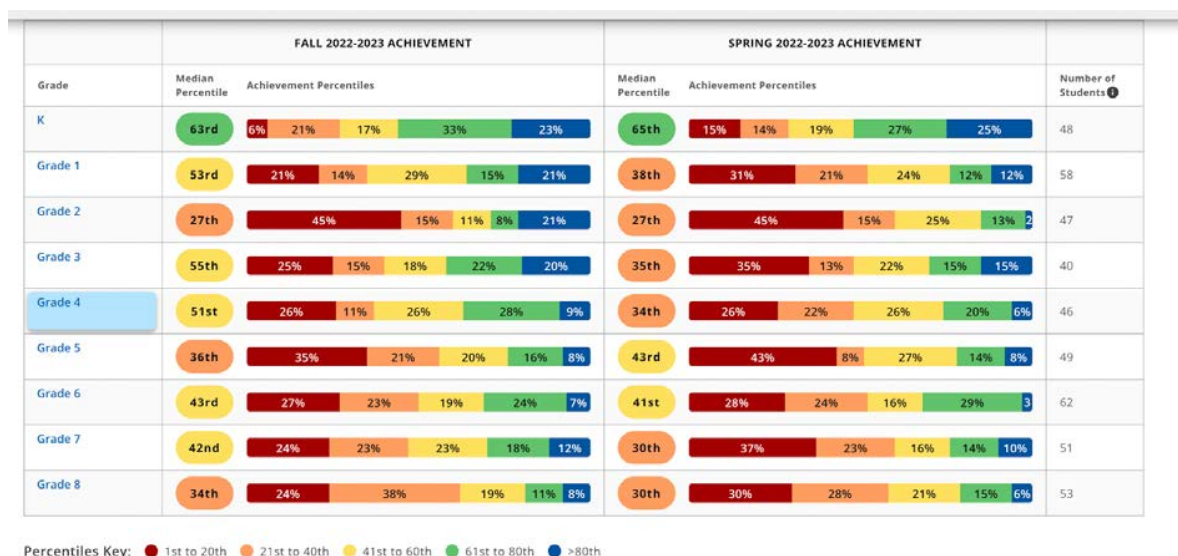
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In addition to typical recruiting efforts employed in the public-school space, DPA is also looking to work with retired teachers who can work 49%. This allows DPA to bring in much needed expertise that fits within their budget.

**NWEA MAP Assessments**

During each year of the charter term, and in partnership with DCSD, DPA administers the NWEA MAP assessment three times a year to determine if adequate student growth is attained. MAP is an adaptive assessment that is also used to predict performance on GMAS, as well as grade level equivalency and student growth. The following charts show MAP data from fall to spring administrations for *Reading* and *Math*. The reading data shows there is a significant difference between kindergarten and the rest of the grades in terms of the number of students in the 61st percentile and above. This is largely due to the fact that the 2022-2023 kindergarten students were not impacted by the pandemic. The first through eighth grade data fluctuates and the spring results show a decline in some areas, which is partially due to the increase in content difficulty in the spring as opposed to the fall.

**Figure 29: DPA MAP 2022-2023 – Reading Performance**

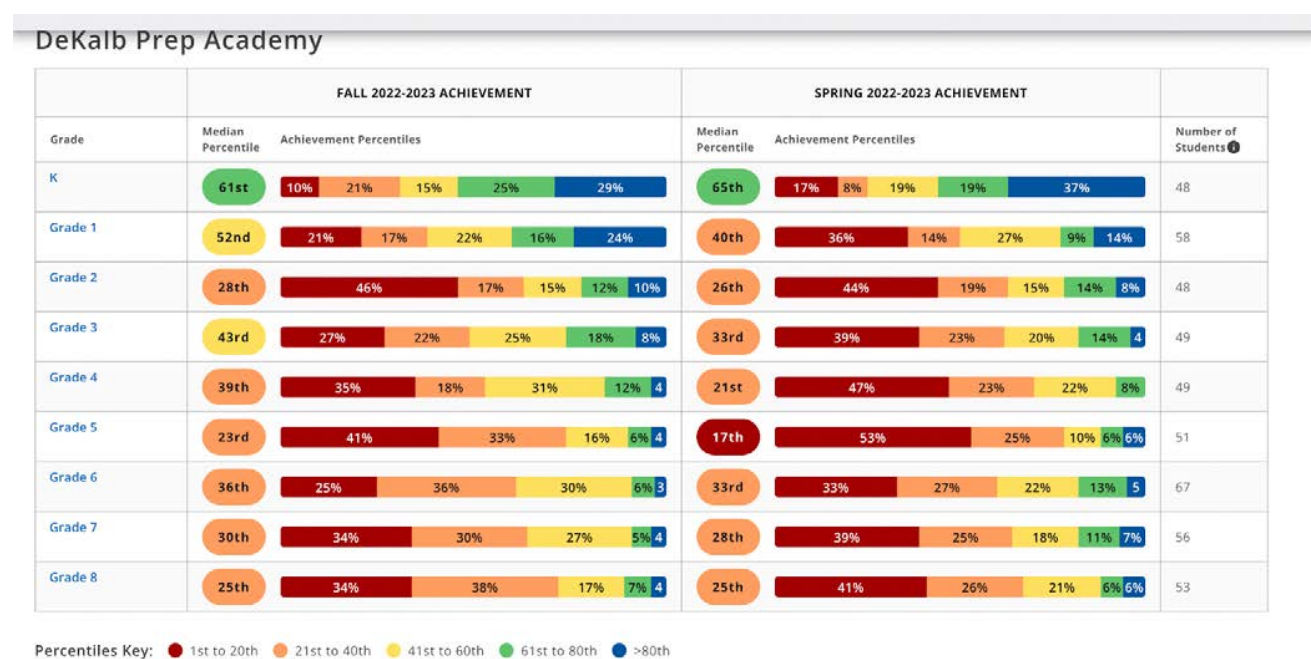


The MAP math data also shows significantly better performance at the kindergarten level as compared to grades one through eight. Similar to the MAP reading assessment, the strongest performance can be seen at the

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kindergarten level. After kindergarten, achievement fluctuates, but overall trends down, particularly at the higher achievement levels represented by green and blue bars. The MAP assessment has been proven to be a good predictor of Georgia Milestones performance and the system will even produce a family report, which predicts such achievement. Starting in the 2023-2024 school year and extending into the next charter term, DPA will ensure that family reports are reviewed with parents/guardians and part of conferences to provide families and students more frequent feedback on achievement levels and their implications for scholar matriculation.

**Figure 30: DPA MAP 2022-2023 – Math Performance**



In order to address the academic needs of DPA students, flexible grouping, instructional planning, varied teaching strategies, as well as focus on student-centered activities. Beyond the researched-based practices used in DPA classrooms, additional academic support and intervention will be needed to ensure that the negative academic impacts of the pandemic are fully addressed.

DPA has developed two academic recovery programs called *Power 10 Recovery* and *Power Hour*. These programs were implemented in the 2020-2021 school year. The “POWER 10 Recovery Program”, consisting of a ten-day prerequisite skill review. During this time, instructional coaches provide remediation and acceleration



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that includes priority standards that were not mastered. During these first 10 days of the program, the teachers administer a beginning of the year (BOY) assessment that includes standards that are expected to be mastered in the prior school year. Data from these assessments are analyzed to focus the teaching and learning process on the mastery of targeted skills during Power Hour.

“Power Hour” represents a daily period that is blocked-out at the beginning of the school day for a sustained approach to year-long support, remediation, and acceleration for students to meet and exceed their grade level standards. All instructional support staff are engaged in supporting students in small groups during *Power Hour*; while classroom teachers use this time to target specific skills utilizing flexible grouping. Students working with support staff will use i-Ready to provide targeted skill support. i-Ready uses technology to differentiate instruction and provides educators with comprehensive data that is used to further individualize the learning experience. Research has shown that students engaged in this program achieve greater growth in language arts and mathematics. State-specific assessment analysis also indicates that i-Ready is also valid predictive tool for the Georgia Milestones Assessment System.<sup>7</sup>

Teaching and learning at DPA is driven by a monthly instructional calendar created by the academic coaches in collaboration with grade level teams and administration. All instructional staff will place a new and sustained emphasis on rigor, which is observed and evaluated across all grade levels. Through rigorous academics and increased support for students at all grade levels, DPA students are provided with a unique and meaningful learning experience.

Additionally, vertical alignment methods are used by teachers to assist students scoring below proficient on the MAP while enriching and enhancing the learning for those students scoring in the average to high range. The DPA data team supports these efforts by utilizing data to determine the instructional plan needed to obtain MAP growth targets, which also serve as reliable predictors of achievement on the Georgia Milestone Assessments. Vertical alignment also reinforces successful articulation from one grade level to another.

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<sup>7</sup> i-Ready Diagnostic: Linking Study with Georgia Milestones Assessment System  
<https://www.curriculumassociates.com/-/media/mainsite/files/i-ready/i-ready-diagnostic-assessments-linking-study-overview-georgia-2020.pdf>

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With two predictive tools in place, DPA has increased the ability of educators to predict student performance on state-mandated assessments. Using MAP achievement categories, DPA teachers are able to provide targeted support, which has specifically led to increased achievement in ELA. Going forward, DPA teachers will better employ predictive data to increase achievement in math by using the MAP data to drive instruction. Predictive data allows the school to maximize its flexibility as a charter school and make real-time decisions, should course-corrective measures be warranted.

Students also receive additional support and enrichment in all content areas through a rigorous AVC/PBL instructional model. In addition to the support and remediation programs mentioned above, DPA added the positions of reading and mathematics interventionists to place an even greater focus on increasing student growth. The reading and mathematics interventionists will provide targeted after-school tutoring and a summer bridge program. Students will be assigned to support programs based on their MAP and i-Ready performance levels.

Increasing the achievement of students with Individualized Education Plans (IEPs) and Limited English Proficiency (LEPs) is essential in meeting the academic performance standards required for charter schools.

**Goal Attainment in the Next Charter Term**

The current charter term was focused on stabilizing leadership, the academic program, and demonstrating consistency in the attainment of academic results. These areas of focus were critical due to the fact that DPA underwent significant restructuring in the latter part of the first charter term as a result of the school severing ties with its former ESP (education service provider). In doing so, the school had to establish a new curriculum, instructional approach, organizational structure, core innovations, and operational infrastructure including the financial management of the organization.

Another critical goal during the current term was to stabilize leadership and increase staff retention. The board determined that to increase DPA's effectiveness as an organization, with a laser focus on student achievement, a leadership transition would be needed between the 2020-2021 and 2021-2022 school years. The DPA board selected an experienced school leader, who began in the 2021-2022 school year. This was expected to

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provide continuity between the charter term and the two-year extension granted by DCSD; however, more changes in leadership occurred between 2021-2022 and the current 2023-2024 school year.

According to the National Center for Education Statistics, which is part of the U.S. Department of Education, leadership turnover increased across the country compared to pre-pandemic turnover rates<sup>8</sup>, with one in ten (10) leaders leaving the profession all together between 2020-2021 and 2021-2022. School leader turnover is even higher in the charter school sector, due to the additional demands of the job and the stress of increasing results on short-term charter contracts. In a report from the New Teacher Center on *Principal Churn*, it is noted that approximately 29% of charter leaders leave each year<sup>9</sup>. This is significantly higher than traditional public schools. The churn rate is even higher among new school leaders, who leave at a rate of 50% annually. This data illustrates that school leader churn is not only an issue at DPA, but a national problem that is not easily mitigated.

In order to recruit, hire, and retain an effective Head of School, DPA contracted with a Mrs. Tamara Cooper, a highly experienced executive with vast organizational turnaround and strategic leadership experience. Mrs. Cooper conducted an in-depth root cause analysis to troubleshoot and develop a strategy to recruit and retain the next Head of School. While the leadership search ensued, Mrs. Cooper provided the school with data-driven leadership the school needed to maximize the educational opportunity for DPA students, staff, and community. The qualifications and experience of the new Head of School will be detailed in the “proposed changes” section of the petition.

As previously mentioned, in the spring of 2023, DPA conducted a root cause analysis to determine continued weaknesses and areas of focus. Although post-pandemic interventions have been implemented, and, as a result, DPA has seen increases in academic achievement, there are continued improvement efforts to address weaknesses in following areas:

1. Staff turnover
2. Limited hiring pool
3. Shortage of special education teachers

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<sup>8</sup> <https://www.edweek.org/leadership/what-new-data-show-about-principal-turnover/2023/07#:~:text=More%20than%20in%2010,time%20the%20data%20were%20collected.>

<sup>9</sup> [chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://newteachercenter.org/wp-content/uploads/2021/07/Churn-The-High-Cost-of-Principal-Turnover\\_RB21.pdf](chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://newteachercenter.org/wp-content/uploads/2021/07/Churn-The-High-Cost-of-Principal-Turnover_RB21.pdf)

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4. Inadequate professional development
5. Limited substitute coverage
6. Inadequate operational procedures
7. Inadequate fiscal oversight due to staff turnover in the finance department

For the past three (3) years, DPA has experienced a staff turnover rate of 53%. To address this

In essence, the extension to the three-year charter term gives DPA the opportunity for a new “strong” start with increased organizational capacity and leadership that is 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.<sup>10</sup>

During the first and second charter terms, DPA demonstrated some of these components, but not others. The board and leadership will ensure that all of these components are in place throughout the next charter term.

**Figure 31: *Starting Strong* - Key Elements of a Strong Start**

|                                                  |
|--------------------------------------------------|
| 1. Focusing on the Mission                       |
| 2. Establishing Effective Governance             |
| 3. Establishing Effective Leadership and Culture |
| 4. Developing the Academic Program               |
| 5. Managing External Relations                   |
| 6. Managing Business Operations                  |
| 7. Acquiring and Allocating Resources            |
| 8. Acquiring Facilities                          |
| 9. Managing Talent                               |
| 10. Performance Monitoring and Accountability    |
| 11. Recruiting Students                          |

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<sup>10</sup> 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>

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During the prior and current terms, DPA has demonstrated strength in the areas of, focusing on the mission, acquiring facilities, acquiring and allocating resources, managing business operations, developing the academic program, establishing effective governance, and recruiting students.

In order to reinvent itself as a beneficial option for students in Dekalb County, DPA demonstrated its ability to establish a viable mission statement, strong governance and successfully manage business operations. The original board was selected by the ESP, which is not ideal in terms of establishing strong community connections and effective governance practices. During the first term, the board evolved, strengthened in terms of composition, and underwent extensive training to establish best practices for charter school governance. As the board transitioned from the first to second terms, additional focus was placed on data analysis and improved oversight of leadership and academic accountability measures. To ensure consistency in these practices, during the current charter term, DPA has provided the District with progress reports to ensure that adequate progress is made toward goal attainment. The governing board was also required to receive targeted training in data analysis and oversight of the academic program. As demonstrated by board meeting agendas and minutes, the board regularly requests both academic and financial updates to ensure that they are fully informed of the position of the organization and able to make data-driven decisions in all areas. The board also dedicates time to public work sessions each month prior to the action-oriented monthly meetings.

DPA is fortunate to have access to a district-owned facility, which allows the school to allocate the vast majority of resources to instruction, which includes instructional staff salaries. Facilities for new charter schools in the Metro Atlanta area are difficult to locate and are often cost-prohibitive for a school to remodel and operate. The facility is a significant building block that DPA will continue to leverage, which allows for the ongoing economic focus on student growth and academic success.

The board and leadership developed a new and innovative academic program after their ESP departed along with their copyrighted curriculum. The DPA team was tasked with developing a viable and relevant academic program that would create the necessary demand for the school as well as consistent academic results. Based on stakeholder feedback the school established a project-based learning model with audio-visual

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programming embedded in the curriculum, across all grade levels. During the current charter term, these innovations were implemented, even during the remote learning period. Across all subjects, AVC programming provides students with real-life applications of their learning in an area with a growing career market in Georgia.

Similar to the establishment of a newly designed academic program, DPA also had to create and staff an accounting department that would model industry best practices and provide the board with accurate accounting and financial data. Based on financial metrics in the current charter contract, the school has successfully implemented the accounting system and will continue to build capacity in this area. An efficient accounting system along with processes, policies, and an updated strategic plan has allowed the board to acquire and allocate resources in a manner that prioritizes student achievement and organizational effectiveness.

DPA 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. DPA has a substantial waitlist for the current school year, with the highest numbers in kindergarten as well as grades six and seven. The middle school waitlist is particularly important to note as many K-8 charters experience significant attrition prior to the middle school years.

**Figure 32: DPA Waitlist Data for 2023-2024**

| <b>DPA Waitlist Numbers</b> | <b>2022-2023</b> |
|-----------------------------|------------------|
| <b>K</b>                    | 29               |
| <b>1</b>                    | 0                |
| <b>2</b>                    | 5                |
| <b>3</b>                    | 6                |
| <b>4</b>                    | 9                |
| <b>5</b>                    | 7                |
| <b>6</b>                    | 58               |
| <b>7</b>                    | 28               |

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|   |   |
|---|---|
| 8 | 4 |
|---|---|

As noted above, DPA has established strong practices in seven out of the eleven areas noted in the *Starting Strong* study. Growth is in progress in the areas of establishing effective leadership and culture, managing external relations, performance monitoring and accountability, and managing talent.

Given the internal transitions and challenges inherent in the start-up charter school environment, DPA also experienced high levels of staff attrition in the 2018-2019 and 2019-2020 school years. In the 2018-2019 school year 23.7% (12 of 59) instructional staff members resigned from their positions. That number decreased slightly in 2019-2020, with a total of 20% (12 of 60) departures. During the 2020-2021 school year, the rate increased to 29%, or 18 out of 62 staff members. The board and leadership are working collaboratively to ensure that staff attrition is minimal in the next charter term, which is why this continues to be an area of both strategic and operational focus.

In terms of managing external relations, the board and leadership team consistently work in collaboration with DCSD as well as the Charter Division of the Georgia Department of Education. Up to this point, the focus has been on establishing and maintaining positive relationships with the local and State authorizers. DPA has also established external partnerships; however, this is an area of growth to increase external relationships that enhance the educational experience.

When the charter was renewed in 2019, the focus of DPA was on implementing the new model and managing the myriad of changes that occurred upon severing the relationship with the ESP. Performance monitoring and accountability were areas of noted weakness at both the school and board levels. DPA was required to undergo data training to ensure that effective processes were being implemented to analyze data at the school level and provide effective oversight at the governance level. During the current charter term, data protocols have been established and will continue to be refined and codified. There are ample board records from the current charter term that demonstrate the attention to using data to drive decision making. Both the governing

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board and leadership are committed to the ongoing analysis of student achievement as well as establishing a strong culture of accountability and data-driven decision making.

The schools highlighted in the *Starting Strong* study were launched with a solid foundation that consisted of the eleven building blocks upon which great charter schools are constructed. The fact that DPA was launched with an underperforming ESP put the school at a disadvantage from the start. The board and staff have taken the necessary steps to ensure that the school meets accountability expectations; however, those initiatives could only be partially realized due to the unforeseen circumstances related to the pandemic. Beginning in the 2021-2022 school year, DPA will continue building until all eleven key elements are firmly established.

**Explanation of 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.

**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



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"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.

DPA has experienced strong financial results during the current three-year charter term, as well as the two-year extension. The school does not have any loans or bonds currently and is therefore debt free. DPA currently occupies a district-owned facility, which, by law, is made available to them free of rent. Though the school is responsible for maintenance and repairs, facility spending is, on average, around 6% of the total allocation. Fifteen percent is considered the threshold for facilities spending, when determining the financial viability of the school.

DPA's current ratio has been greater than 1.0 in years one and two of the charter term with a one-year positive trend of 1.28%. The current ratio measures whether or not DPA has enough resources to meet short-term financial obligations. This metric is determined by dividing the school's current assets by its liabilities.

The debt to asset ratio was less than 95% in FY20 and FY21 and is currently at 76%. The debt to total assets ratio is an indicator of DPA'S financial leverage.

DPA exceeded the metric of unrestricted days cash with a total of 170 days of operating expenses in reserves. The contract requires 45 days. DPA has a healthy reserve fund due to careful financial oversight and strategic allocation of resources.

Due to the State's waiver of CCRPI in the first two years of the charter term, the Financial Efficient Rating will not be assigned for years one and two of DPA's charter term. This is an area where the school will focus in the next charter term to ensure that academic results are increased relative to per pupil funding, which is the mechanism that drives this rating.

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DPA received an unmodified audit opinion in FY20, and expects an on-time, unmodified FY21 audit to be submitted on or before the deadline of November 1, 2021. The FY20 audit contained no findings, material weaknesses, internal control issues, or areas of non-compliance. The independent audit metric was fully met.

### **Financial Successes and Struggles**

During this charter term, the DPA was able to increase its salary scale in order to become more competitive and reduce teacher turnover. This increase will have a direct impact on student achievement as the school will be able to retain and develop talented educators.

### **Addressing Financial Issues, Outstanding Debt, and Surplus Funds**

DCSD provided DPA with a financial scorecard reflecting the 2021-2022 school year in terms of financial performance. The near-term measures were all deemed as meeting standards (current ratio, unrestricted days cash, enrollment variance, and loan default), while sustainability measures were only partially met (total margin, debt to asset ratio, cash flow, debt service coverage ratio). Out of the sustainability measures, only the debt to asset ratio was met.

To improve financial operations, the root cause analysis resulted in the various critical action steps. To improve the total margin ratio, DPA will maximize funding through increased data reporting accuracy. DPA will further ensure that they stay within budget by monthly financial reports and analysis that will be reported to the governing board. It is noteworthy that DPA has maintained a strong cash position and currently has eleven (11) months of cash on hand.

### **School Governance at DPA**

3. *Provide a brief overview of the school's current governance structure. In your description, you must include:*
  - a. *Specific examples of decisions the governing board has made on behalf of the school;*
  - b. *Specific examples of decisions the school leader has made on behalf of the school;*

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- c. *How the governing board holds the school leader, any charter partners (ESP/CMO/EMO), and any independent contractors accountable; and*
- d. *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.*

One of the most unique aspects of the charter school model is autonomous governance. DPA, like all charter schools in Georgia, was founded on the premise that flexibility, from local and State laws and regulations, leads to better scholar outcomes. This flexibility to innovate is granted in exchange for increased accountability.

Accountability begins and ends with the governing board. To establish accountability systems, the board must have an effective structure upon which they build strategy, set policy, and oversee the organization to ensure continuous academic improvement and organizational effectiveness.

In terms of board size, the DPA bylaws allow for a range of five (5) to eleven (11) members. Currently there are six (6) members serving. In addition to board size, a range of skills, capacities, and experience are also needed in order to provide effective oversight. The most fundamental skill areas are legal, finance, and academics. Board composition can be bolstered with human resources, risk management, facilities, and higher education, to name a few. The DPA board has maintained a range of needed skill sets throughout the current charter term as evidenced by the below list of current members and their related experience.

**Figure 33: Current Board Composition**

| Board Member Name (Alpha Order) | Years of Service | Professional Experience             | Officer/Committee Role                                            | Other Skills                              |
|---------------------------------|------------------|-------------------------------------|-------------------------------------------------------------------|-------------------------------------------|
| 1. Arnold, Suzette              | 9                | Public finance and grant management | Board Chair, Finance & Governance Committee Member                | Certified Facilitator/Certified TKES/LKES |
| 2. McKay, Wanda                 | 5                | Retired AT&T Administrator          | At-large parent, Development Committee Member                     | Administrative                            |
| 3. Bridget Robinson             | <1 year          |                                     | Governance Committee Chair                                        |                                           |
| 4. Kathy Ann Young              | < 1 year         |                                     | Development Chair                                                 |                                           |
| 5. Walker, Roberta              | 4                | Retired Educator                    | Vice Chair, Academic Committee Chair, Governance Committee Member | Certified TKES/LKES                       |
| 6. Wilhite, Janelle             | 5                | Public finance, policy analysis     | Interim Treasurer, At-large, Governance Committee                 | Leadership/Management                     |

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In addition to recruiting members of the community to serve, the board ensures that at least one seat is designated for an elected parent representative from the Parent Teacher Student Organization (PTSO) in order to increase collaboration and communication between the board and DPA families.

The board's ability to maximize the broad flexibility granted in the charter contract is directly linked to the quality of the board's oversight and decision-making processes. Board work is led by officers who are elected annually. The DPA board maintains the following officer positions; chair, vice chair, secretary, and treasurer, as outlined in the DPA bylaws, which are attached as **Exhibit 2**. In addition to the officer structure, the board has standing committees that are designed to provide more in-depth analysis of results and assist the board with the due diligence required to vet issues for future action.

### **Committee Structure**

Standing committees are named in the bylaws and are expected to meet regularly in accordance with accountability measures in the charter contract as well as the board's strategic plan. The five standing committees are; 1) executive committee, 2) academic excellence committee, 3) governance committee, 4) finance committee, and 5) development committee. All standing committees are required to follow all requirements of O.C.G.A. § 50-14-1, the Georgia Open Meetings Law.

1. *Executive Committee:* Evaluates the Head of School and recommends strategic decisions to the full board for consideration.
2. *Academic Excellence Committee:* Oversees the collection and evaluation of student performance data. The committee is also engaged in monitoring the data dashboard, review of budget projections in response to academic needs and trends, and analysis of academic trends to inform goal setting and training for the school leader.
3. *Governance Committee:* Charged with board recruitment, organizing and planning the board retreat, planning for training activities for the board, periodically updating the bylaws, overseeing policy development, and maintaining a board succession plan for members and school leadership.

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4. *Finance Committee:* Develops and adheres to rigorous financial controls and ensures fiscal viability of the organization. This committee initiates and oversees the annual audit, and works closely with the Director of Finance and Operations (DFO) to ensure compliance with all fiscal policies. The finance committee reviews financial reports on a monthly basis and reports to the board on the fiscal health of the school.
5. *Development Committee:* Builds external partnerships, sets fundraising expectations and goals, and tracks progress toward those goals to supplement DPA's local, state, and federal funding.

The development, finance, governance, and executive committees are chaired by a board member and may include other board members, appropriate staff members, and/or parent and community volunteers who are not on the board. Board committees provide an effective means to vet potential board members and build succession for the board as a whole.

### **Recruitment and Onboarding**

The board is actively engaged in recruiting high-capacity board members with diverse skill sets to lead the school to academic excellence and organizational effectiveness. The board prioritizes recruiting both community members and parents to fill any current and future vacancies of board seats. The bylaws allow for up to eleven (11) members and the DPA board averages between 6-9 members at any given time. As demonstrated in Figure 34 above, the current board composition includes members with backgrounds in law, compliance, education, grant management, and finance. It is fundamental that board members not only possess the requisite skill sets, but that they also are aligned with the DPA mission, and they believe that every student can be successful when presented with high expectations and a quality education.

Board member recruitment does not end when seats are filled. The board, led by the governance committee, continues to recruit board members in order to build a bench of qualified candidates who can either serve on a committee or stay engaged as supporters of DPA to be called upon as vacancies occur.

When candidates are deemed a good fit for the board, they are strongly encouraged to participate on a committee until a vacancy arises. Once a candidate is selected to fill a vacancy, they will meet with the HOS and

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board chair. A background check is also required. Candidates are required to attend a minimum of one board meeting before being voted onto the board. Prospective candidates present their skills and experience to the school community focusing on why they are a good fit for the board. The board member will be seated at the subsequent board meeting. New board members receive an onboarding manual, which includes basic information about the school, school statistics, bylaws, the charter, policies passed by the board, minutes, agendas, and the strategic plan. New members must complete fifteen (15) hours of training within the first year of service. This training includes a three-hour financial governance session, which is provided by the Charter Division of the Georgia Department of Education.

***Terms and Limits***

Board members can serve two consecutive, three-year terms with an option to renew for an additional term based on the vote of the Executive committee. Term limits are staggered to prevent excessive turnover during any given fiscal year. A director may be removed by a two-thirds (2/3) majority vote of the currently elected directors at any special meeting of the board called for that purpose for reasons as outlined in the bylaws. Any director may resign at any time by delivering written notice of his or her resignation to the chair of the board. Such resignation shall become effective upon receipt thereof. No board member may be paid staff, consultants or immediate relatives of staff or consultants of the organization. Any director who misses two consecutive meetings without written communication to the chair may be withdrawn from service on the board.

**Board Decisions**

The board is responsible for compliance with the charter contract, which entails oversight of the school's performance metrics, stewardship, and advocacy. As fiscal and organizational stewards, board members are expected to leverage their professional and personal networks in order to further the DPA mission and vision. *General patterns of decision-making are outlined in **Exhibit 7**, in the Roles and Responsibilities Chart.*

Figure 35 below includes actual examples, in various categories, of board decisions made during the current charter term.

**Head of School Decisions**

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The relationship between DPA's Governing Board and Head of School (HOS) is vital to the success of the organization. The school's leadership team handles daily operations and policy implementation while ensuring school operations and the instructional delivery models are consistent with the charter contract. The HOS is empowered to recommend personnel actions, curricular materials, and adjustments to policies, school improvement plans, and financial plans.

Please refer to the above Figure 35 for specific examples of actual decisions made by the HOS during the current charter term.

**Accountability**

To maintain a culture of continuous improvement, the DPA Board holds the HOS accountable for school climate, instructional leadership, data-driven decision making, student growth, meeting accountability targets, organizational management, human resource management, community relations, and the attainment of operational and financial goals, by conducting an annual evaluation utilizing the Leader Keys Effectiveness System (LKES), as required by the charter contract. There are currently two board members who are designated to maintain LKES credentials in order to evaluate the top executive of the school. At the beginning of each school year, the HOS completes a self-evaluation that identifies specific quantitative and qualitative goals for the year. There is a mid-year review conducted to review progress against set goals as well as the LKES standards as a whole. At the end of the school year, the HOS debriefs with the Chair of the Academic Excellence Committee to discuss accomplishments, progress since the mid-year review, opportunities for growth, professional development, and strategies for continued board collaboration. At both the mid and end-of-year review points, the HOS's progress is shared with the full board.

The HOS provides oversight to the CFO and is expected to be an excellent steward of public funds. The HOS is expected to stay within budget and follow financial policies and procedures. The HOS is expected to attend finance committee meetings wherein the board can assess the quality of day-to-day budgetary oversight as well as recommendations as appropriate.

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Operational goals are monitored through HOS reports to the board, which include items for information and action, as well as progress toward goal attainment.

The evaluation is used to help the board determine the HOS's effectiveness as the school leader, to determine compensation, to inform decisions regarding the type and amount of support the HOS may need, to inform policies that affect the leader's performance, and ultimately to determine the direction of the school regarding leadership. Ultimately, the board is responsible for ensuring successful leadership transitions as well as continuity in school leadership.

Vendor contracts are also evaluated annually by the Finance Committee to ensure the provider services still meet the school's needs. Three competing proposals are required for all vendor agreements. DPA engages in the competitive procurement processes by soliciting on the Georgia Department Administrative Services Procurement Registry for bid solicitation or by searching three (3) vendors on the DeKalb County School District's procurement website. If three (3) vendors are not available on the DCSD procurement website, for the work being solicited, DPA may request quotes from other local vendors in the community. Quotes are reviewed by the finance committee to determine the most qualified bidder and best price, and a recommendation is made to the board for final approval. Once the vendor is selected, the HOS provides oversight of the work, training or products delivered to DPA.

### **Training Program**

All DPA board members participate in annual training in compliance with SBOE 160-4-9-.06. Each year, the board identifies specific learning outcomes and develops a comprehensive, targeted training plan based on that aligns those needs with the *State Standards for Effective Charter School Governance*. New members are required to earn fifteen (15) training credits in year one (1) of service, while existing board members are required to earn nine (9) credits per year. The training plans for the current and subsequent charter terms are located in **Exhibit 6**.

Training is conducted by the Georgia Charter Schools Association (GCSA) via webinar and/or face-to-face formats as required. The board has also implemented annual summer retreats to review the prior



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year's outcomes, complete a self-evaluation, determine goals for the following year, and participate in training. During the current charter term, the board received training related to transparency, governance best practices, board recruitment, onboarding, and evaluation, the effective use of committees, academic monitoring, charter renewal, financial oversight, and strategic planning. Training is differentiated for new and existed board members and provided annually, as required by O.C.G.A. § 20-2-2084(f). GCSA also provides guidance on the differentiation of training based on board member tenure and needs. They offer a Digital Governance Series that includes a range of topics aligned with State Standards that address various governance topics. For example, if the board were struggling with succession planning, GCSA would specifically prescribe training on that topic. Based on feedback during the prior renewal process, the board also added training on data analysis to better understand the school's projected and actual academic performance.

Overall governance effectiveness is measured annually, by using an instrument provided by GCSA, and based on national best practices as well as the State Standards for Effective Charter School Governance. The self-evaluation, by design, solicits feedback on the effectiveness of training and requests examples of how the training has impacted the DPA Governing Board's practice.

#### **DCSD Board Observations**

DCSD periodically observes and provides feedback on board meeting compliance and best practices.

DPA did not receive written feedback on board meeting observations during the current charter term.

#### **Federally Mandated Services for Students with Disabilities**

4. Describe how the school provides state- and federally mandated services to **students 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 students 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.

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The Individuals with Disabilities Education Act (IDEA) mandates that students with disabilities enrolled in public schools are entitled to a Free Appropriate Public Education (FAPE). IDEA regulations include several substantive and procedural requirements regarding the provision of FAPE. Among these requirements is that a student with a disability must receive appropriate regular or special education and related support and services.

The guidelines are designed so that the individual educational needs of the disabled student are met as adequately as the needs of non-disabled students. DPA is an inclusive school that provides comprehensive support to all students with disabilities. The term inclusion means the DPA will provide instruction for students with special needs in the general education class whenever possible, supported by special education (SPED) teachers who provide support and accommodations within the general education classroom. DPA provides these services in accordance with the Least Restrictive Environment (LRE) requirements of IDEA. Ideally, the LRE for students with IEPs is in the general education classroom; however, should a student's IEP require services that are outside of the general education classroom, DPA certified special education staff would provide the services as prescribed by the IEP, which may include pull-out, small group instruction, and/or 1:1 instruction. When students with IEPs participate in the Saturday school program, teachers ensure that they are aware of the requirements in their IEP and that services are provided in a manner that aligns with IEP goals.

#### **DCSD Letters of Concern**

To change the trajectory of services for exceptional students, for the better, DPA has contracted with a veteran special education lead teacher who has experience implementing programming and compliance at the system level. The lead teacher is in the process of implementing systems, procedures and training. The lead teacher is overseeing the process of making IEPs current and ensuring that all timelines are followed for evaluation, eligibility, initial IEP development, and re-evaluation. The lead teacher, along with the administrator dedicated to special education, regularly spot-checks to ensure that IEP services are provided, including compensatory services for those missed in the 2022-2023 school year. All special education teachers have undergone training in writing and updating IEPs as well as progress monitoring. When new teachers are

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onboarded, the lead teacher or caseworker (special education teacher) ensures that general education teacher receive copies of students' IEPs with an explanation of services, and receive training on periodic progress monitoring. When special education teachers are onboarded, some of their initial training includes IEP development, monitoring, and uploading to Infinite Campus.

### **Evaluation and Identification**

DPA special education staff uses the Child Find process to appropriately identify students whose academic needs are not fully met with Tiers 1-3 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 DPA, 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 a 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 HOS, Principal, and Special Education Lead Teacher arranges an IEP meeting. Services at DPA are provided based on the existing IEP. For students who do not have an existing IEP upon entering, but demonstrate academic need, DPA 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.

DPA'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, DPA 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 DPA 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

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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, DPA 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. DPA students are evaluated by DeKalb County School District school psychologists. Alternatively, formal evaluation is considered within ten days of a parent's formal written request for testing.

**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

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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, DPA initiates an evaluation and conducts an IEP meeting to determine if the student remains eligible for special education services.

DPA'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. Approximately, 8% of DPA students have IEPs. There are six (6) full-time, certified special education teachers, each of whom is responsible for a caseload of between 9-10 students. DPA also has four (4) paraprofessionals 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 DPA. 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.

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, DPA has a counseling department that provides Individual Counseling, Group Counseling, and a Meditation Area.

### **Integration into General Education**

DPA 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. DPA had an average 95% inclusion rate during the current charter term. Co-teaching includes a general

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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 (pull out), 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. To ensure that FAPE is provided in the general classroom setting, the special education lead teacher has weekly check-ins, DPA has an administrator assigned to special education program oversight, and ongoing training is provided for special education teachers on progress monitoring. DPA staff also routinely document progress monitoring in Infinite Campus.

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.

### **Facility Compliance**

DPA's school facility is compliant with ADA and IDEA requirements. There are clearly labeled handicapped parking spaces in the parking lot. Additionally, there are ramps that lead to the middle school and to the field. There is also a ramp at the front entrance of the building. Kindergarten, located on the lower level of the school building, can be accessed by stairs or directly from outside at the street level. 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.

### **Student Discipline and Students with IEPs**

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DPA 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. DPA ensures that due process is provided for all students. 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 Review (MDR)***. The MDR 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. DPA's code of conduct is located in **Exhibit 12**.

### **Programming Disputes**

DPA 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. DPA makes every attempt to resolve disputes regarding special education services.

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. Parents/guardians can also request an IEP meeting. Placement decisions cannot be discussed outside of an IEP meeting.

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If a satisfactory resolution cannot be reached with the special education teacher, a school administrator (Principal or Assistant Principal) will mediate. Special education teachers provide Specially Designed Instruction (SDI) and accommodations for students, which are reflected in the student's IEP goals and objectives. DPA 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.

**Confidentiality of Special Education Records**

DPA's electronic special education records are housed in IEP online, a password protected 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.

**Contracted Services**

DPA 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 DPA with the support of a licensed Social Worker to help identify potential learning, behavioral, and/or social barriers that may impede a student's ability to be successful. 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. DPA does not contract with any other special education vendors.

**Technical Assistance and Training**

DPA'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 DPA 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



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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 DPA administrators and teachers receive research-based interventions and co-teaching strategies a minimum of once per quarter. DPA classes begin prior to the DCSD special education training; therefore, DPA 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, DPA special education staff have attended the following training; progress monitoring, IEP development, best practices, 504 refresher training, RTI training, and co-teaching.

***Services Provided by DCSD***

DCSD provides DPA 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 six special education teachers and one paraprofessional. DPA also has a fully certified 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. The special

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education lead teacher supports newly hired special education teachers by providing coaching, training, regular check-ins and monitoring of their caseloads. The lead teacher attends all IEP meetings to provide coaching and support as well.

**Multi-tiered Support System (such as RTI), Gifted and Talented Education Services**

The early and accurate identification of students not meeting grade-level expectations and “at risk” of academic underperformance remains a priority for DPA’s faculty/staff/administrators/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. DPA 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 35% 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.

DPA’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).

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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 RTI team and Student Support Team (SST). The Student Support Team is composed of the guidance counselor, teachers, parent, student, and administrator. DPA's RTI process is as follows:

**Tier 1:** Differentiated, evidence-based core instruction to meet the needs of most students in the general education setting.

**Tier 2:** Evidence-based, individualized, targeted intervention(s) of moderate intensity that addresses learning or behavioral challenges of identified students. Students in Tier 2 receive an additional 45 minutes of instruction each day.

**Tier 3:** Individualized intervention(s) of increased intensity for students who show minimal response to Tiers 1-2. Students are referred for special education evaluation at this level. Students in Tier 3 receive an additional 60 minutes of instruction per day.

DPA's Intervention Specialists provide remedial services for students in the RTI 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 RTI 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 the nine-week report cards.~~ DPA has experienced challenges, during the current charter term, with MTSS progress monitoring. The root cause has been the lack of knowledge regarding how to input progress monitoring into Infinite Campus. DPA has hired staff who are dedicated to progress monitoring for students who are in the MTSS program.

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DPA's daily schedule has been modified to support instructional differentiation through the addition of a "Power Hour" 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, DPA 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 RTI 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 RTI are monitored using results from Study Island, i-Ready and IXL based on the prescriptions set in the RTI meetings.

**Talented and Gifted Services**

The DPA T.A.G. (Talented and Gifted) program is a standards-based program designed to enrich and extend the learning experience for eligible students. To meet the academic needs of more of our top students, the DPA gifted program was expanded during the 2017-18 school year to include talented students. There are currently 45 students participating in the T.A.G. program. The DPA T.A.G. program is a pullout model, which emphasizes academic rigor and deeper learning through the use DOK (Depth of Knowledge) strategies, Web 2.0 digital learning tools, PBL (Project Based Learning), and the integrated study of classical literature and history.

**Federally Mandated Services for English Learners**

5. *Describe how the charter school provides state- and federally mandated services for English Learners (ELs). Reciting the requirements of law and rule is insufficient. Your description must include the diagnostic methods or instruments that are used to identify and assess those students, as well as the instructional program that is provided to ELs.*

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DPA provides state and federally mandated services for English Language Learners (ELL). DPA will continue to adhere to all state and federal guidelines related to services for ELL/LEP (Limited English Proficiency) 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. DPA currently serves ~~11~~two ELL students. Materials from DPA are provided to families in their language to facilitate communications between the school and home. Interpreters are available to attend meetings and provide simultaneous interpretation.

### **Identification and Assessment**

In order to correctly identify potential ELL 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 ELL students. Currently, approximately 1.0% of DPA students receive language support services.

Students are identified as English Learners (ELs) and possibly needing English Language Learner's (ELL) services are adopted from the DCSD policies in the following ways: providing a Home Language Survey; reviewing records from previous school districts on prior receipt of Bilingual or ELL services; and/or accepting referrals from previous school's administration regarding pending language proficiency concerns. The student does not need to have been born outside the USA to be able to receive ELL services. A student who is an American citizen can receive services if their first language was other than English, or if English is not the primary language spoken in the student's home. Once a student has been identified by any of the above-mentioned methods, which can occur at any time during the school year, he/she is assessed to determine English language proficiency. Students in grades K-12 are given the WIDA-ACCESS Placement Test (WAPT). The results of the

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WAPT are used to determine if the tested student should be identified as an ELL student. If so, then he/she is enrolled in the DPA's ELL program.

**Instructional Program**

DPA uses an inclusive approach that incorporates elements of immersion and sheltered content. Teachers that serve ELLs generally push-in to the general education classroom (DPA has 2 ESOL endorsed teachers).

~~Teachers utilize Pearson's envision K-8 math program which provides an ELL toolkit containing professional learning materials for use with ELL students. Daily ELL 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.~~ Due to the low number of ELL students and the push-in model, ESOL curriculum is primarily teacher-developed. The Reading Street ELL handbook is also used for targeted ESOL instruction.

In Reading Street, the ELL handbook provides explicit, scaffolded instruction and specialized support in phonics, academic vocabulary, word and sentence structure, and grammar for English language learners. ELL 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 ELL 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 ELLs, encouraging them to begin to participate in spoken English.

Teachers at DPA 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 ELL students in classroom exchanges, are important components of DPA's teacher professional development. An

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annual staff development training is provided by a certified ELL instructor and the Executive Director of Curriculum and Assessments (EDCA) and Principals. DPA's Principal, in collaboration with the EDCA, 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 for ELLs is administered annually to all English language learners. ACCESS for ELLs is used to determine the English language proficiency levels and progress of ELLs in the domains of speaking, listening, reading, and writing. Students attaining proficiency (Level 5) on ACCESS for ELLs are exited from services. Students exited from the ELL 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 ELL 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. Dekalb Preparatory Academy (DPA) 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. DeKalb Preparatory Academy follows state guidelines for determining when to exit an English Language Learners (ELL) 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 ELL program are placed on monitor status for a period of at least two years. The ELL teacher is responsible for formally monitoring the student and oversees the student's progress through

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the following measures: grades, teacher observations, and standardized test performance. The ELL 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 ELL 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**

6. *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](#)?*

DPA 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, DPA follows Dekalb County School District's [Student Code of Conduct](#), which provides a framework for managing student discipline from a due process perspective.

DPA 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. DPA uses an incentive program called "Bulldog B.A.R.K." The acronym (B-be responsible, A-attitude, R-respect, and K-keep working hard). helps remind students of behavioral expectations. Students are able to accrue "Bulldog Bucks", which can be used at the DPA school store. Due to consistently applied expectations and incentives, DPA's discipline practices result in minimal infractions and consequences. DPA had zero expulsions in the current charter term. Discipline data is broken down below by school year and ethnicity/race.

**Figure 34: 2020-2021 Dekalb Preparatory Academy Discipline Data**

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



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**Figure 35: 2021-2022 Dekalb Preparatory Academy 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 | 0                                       | 0% | 1                         | 0% | 0          | 0% |
| White                    | 0                                       | 0% | 0                         | 0% | 0          | 0% |
| Two or More Races        | 0                                       | 0% | 0                         | 0% | 0          | 0% |
| Total Population         |                                         |    |                           |    |            |    |

**Figure 36: 2022-2023 Dekalb Preparatory Academy 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 | 0                                       | 0% | 4                         | 0% | 0          | 0% |
| White                    | 0                                       | 0% | 0                         | 0% | 0          | 0% |
| Two or More Races        | 0                                       | 0% | 0                         | 0% | 0          | 0% |
| Total Population         |                                         |    |                           |    |            |    |

During the current charter term, DPA has experienced very low incidents of in-school and out-of-school suspension. In recent years, we have been proud to observe overwhelmingly positive behavior data within our school community. This speaks volumes about the dedication of our staff, students, and parents in fostering a culture of respect, responsibility, and academic excellence.

Several proactive steps to ensure that we maintain a fair, equitable, and inclusive educational community:

**1. Review of Discipline Policies:** Our team is conducting a thorough review of our discipline policies to ensure they are clear, just, and consistently applied to all students. This review will help eliminate any potential biases in the disciplinary process.

**2. Professional Development:** We are investing in professional development for our staff, focusing on techniques for classroom management, conflict resolution, and culturally responsive teaching practices. This will

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enable our teachers to address behavioral issues effectively while understanding the diverse backgrounds of our students.

**3. Data Collection and Analysis:** We will continue to monitor and analyze discipline data to identify trends and patterns, allowing us to proactively address disparities in the application of discipline and make necessary adjustments to our approach.

**4. Restorative Practices:** Our commitment to restorative practices will continue to grow. These practices encourage a sense of accountability, empathy, and personal growth, and we believe they offer a more constructive approach to resolving behavioral issues.

**5. Engagement with Parents and Students:** We maintain open lines of communication with parents and students, ensuring they are involved in our school's disciplinary process. Your insights and perspectives are invaluable to us.

We want to emphasize that addressing disparities in discipline is a continuous process, and we remain steadfast in our commitment to creating an inclusive and equitable learning environment for all students. Our ultimate goal is to ensure that every student feels safe, respected, and valued within our school community.

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.”<sup>11</sup> 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, DPA has significantly fewer discipline infractions than the district.

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<sup>11</sup> 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/>

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**Figure 37: 2017 DPA and DCSD Discipline Results**

| <b>Category</b>                                         | <b>DPA</b> | <b>DCSD</b> |
|---------------------------------------------------------|------------|-------------|
| Total Student Population                                | 555        | 106,601     |
| Percentage of African American Students                 | 94.8%      | 61.9%       |
| Out-of-School-Suspension # of Occurrences               | 2          | 13,844      |
| 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, DPA 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. DPA had only two incidents of OSS in 2017. Of the two students who received OSS, 100% of them were African American. The DPA data does not demonstrate any disparities and 2 incidents do not represent a statistically significant number. Conversely, DCSD has a relatively high rate of > 13,000 OSS incidents, and 86.4% of the 13,844 students were African American, or 11,961 out of 13,844 students. If the rate of incidents were more aligned with the % of the total population (61.9%), that number of incidents would be closer to 8,594. The percentage of district-level expulsions of African American students was 100% in 2017.

**Sociodemographic Diversity in the DPA School Community**

7. *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).*

DPA's socio demographic data shows that there is no notable disparity between the three main stakeholder groups at the school. Figure 40 below, demonstrates that there is only a 4% difference between the student group

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and either the staff or board groups, in terms of the percentage African American stakeholders in each respective group. Currently, DPA does not need to utilize a weighted lottery to eliminate any socio demographic disparities.

**Figure 38: 2021-2022 and 2022-2023 Socio Demographic Diversity**

| Stakeholder Group | African American |       | Asian |       | Hispanic |       | White |       | Native American |       | Multi |       |
|-------------------|------------------|-------|-------|-------|----------|-------|-------|-------|-----------------|-------|-------|-------|
|                   | 21-22            | 22-23 | 21-22 | 22-23 | 21-22    | 22-23 | 21-22 | 22-23 | 21-22           | 22-23 | 21-22 | 22-23 |
| DPA Students      | 94%              | 95%   | .2%   | 1%    | 4.1%     | 3.1%  |       |       |                 |       | .5%   | 1%    |
| DPA Staff         | 99%              | 98%   |       |       |          |       | 1%    | 2%    |                 |       |       |       |
| DPA Board         | 100%             | 100%  |       |       |          |       |       |       |                 |       |       |       |

Data Source: [gosa.georgia.gov](https://gosa.georgia.gov)

**Difficulties Faced During the Current Charter Term**

8. *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 DPA faced in the current charter term, as well as the two-year contract extension, is the public health crisis that began in spring of 2020. DPA, like all public schools around the state, had to quickly shift into a remote learning model. DPA provided all faculty training by Heather Robinson, of Cross & Dot, who is a seasoned virtual learning expert who has a strong track record of results in the virtual learning environment. To prepare for the 2020-2021 school year, DPA followed DCSD's lead in terms of strategies and best practices, as well as considerations for testing, re-opening, and the wide range of other educational challenges brought on by the pandemic.

For the first two of the three-year charter term, the State did not provide 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, DPA has developed a robust remote learning model that can be activated quickly should the

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school need to shutdown day-to-day operations for extreme weather conditions and/or other factors that may prompt a state of emergency.

### **Teacher Retention**

Teacher retention at DPA has been an ongoing challenge. This is due to several factors; 1) teacher salaries are not sufficiently competitive, 2) teachers leave after they obtain certification, and 3) burnout from the extended day and year model. To address burnout, DPA has engaged in a service called ADP Total Source, which is a platform where employees can access employee assistance programs such as mental health services and legal services. Staff have also received training on building efficiency into their workflow to reduce burnout and improve work-life balance. Figure 41 below shows attrition rates during the first charter term.

**Figure 39: Staff Retention During the Current Charter Term**

| School Year | Attrition Rate % |
|-------------|------------------|
| 2022-2023   | 53               |
| 2021-2022   | 53               |
| 2020-2021   | 29               |
| 2019-2020   | 20               |
| 2018-2019   | 23.7             |

Staff retention is crucial to increasing student achievement and organizational effectiveness. To increase teacher retention, the DPA board has taken several measures based on a root-cause analysis that was conducted in spring 2023. DPA is offering signing bonuses, as well as retention and longevity incentives to increase retention dramatically in the next charter term. A significant pay scale increase has already been implemented across the school for all certificated positions. This increases competitiveness, which is vital in the Atlanta area where educators have a range of job opportunities.

In addition to the compensation opportunities mentioned above, DPA is also offering referral stipends to existing staff who refer educators who are hired and offered a contract. When staff demonstrate excellent attendance, this will also be rewarded.

Staff retention cannot only be addressed financially, to positively impact this critical indicator, the school climate and culture must also be improved along with targeted and data-driven professional development that is provided to staff across the school. ~~DPA is anticipating a retention rate of % for the 2023-2024 school year. DPA~~

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is expected to have roughly 45% attrition at the end of the 2023-2024 school year, which is a 8% reduction from the prior year. There will be some reorganizing and intentional hiring of more certified teachers for the 2024-2025 school year. Once staff quality has increased and school culture improvements are fully implemented, the expected staff retention rate is 85% on an annual basis.

### **Head of School Retention**

The DPA board has taken extensive measures to recruit, select, hire and retain the new Head of School, Dr. Lenise Bostic. Dr. Bostic is an experienced leader with various areas of expertise including successfully implementing school turnaround strategies in Atlanta Public Schools through the Purpose Built Schools strategic partnership. To ensure that Dr. Bostic is able to fully implement her school improvement strategy, she has been hired with a multi-year contract. She has been given the flexibility to hire her own leadership team and given more autonomy to run the school. She has been onboarded by Mrs. Tamara Cooper, who served as the Director of Strategic Initiatives and Interim Head of School and will continue to be supported by Mrs. Cooper as well as the governing board. Dr. Bostic works closely with board committees and has already established effective lines of communication with committee chairs. She is also very engaged with the group of charter leaders who serve other charter schools in the District. The governing board and Head of School also participated in an in-depth retreat to develop and set expectations for the school and how they will work together to ensure growth and goal attainment.

### **PROPOSED CHANGES**

9. 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:** *See academic changes below.*

- 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:** *No governance changes.*

- The school's governance structure.
- The school's governing board composition, including its diversity.

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- The school's relationship with an Educational Service Provider or other Charter Partner.
- The relationship with the local district.

**C. FINANCIAL CHANGES:** *See financial changes below.*

- 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:** *No 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.

### **Academic Changes**

The most notable changes for the next charter term include structural changes to the organizational leadership, as well as a new Head of School, who has been in place since the beginning of the 2023-2024 school year. The new leadership structure maintains the Head of School position, while recalibrating other positions for maximum effectiveness. Each grade band will have a dedicated principal that reports to the Head of School. A dean of school culture will be vital to the new structure as a cultural shift is needed to increase results throughout the organization. An assistant principal will be in place to serve both grade bands. An academic coach will also be in place to support the leadership team along with instructional coaches who will work directly with teachers on strategies that will increase student achievement. ~~This new structure is more streamlined than the previous "top heavy" structure thus allowing more resources to be allocated at the classroom level; both in instructional resources, and increased compensation for instructional staff.~~ *These organizational changes were based on the root cause analysis conducted in spring 2023.*

### **Financial Changes**

During the current charter term, DPA has also experienced a high rate of turnover in terms of the financial staffing and management structure. A new CFO, Mr. Christian Kayemba, was hired, but the board ultimately

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renewed its contract with Avalon Accounting Services. DPA previously used Avalon for CFO and accounting services. In the new charter term, DPA will also use APD human resources services due to the turn over that has plagued DPA and the need to stabilize staffing and increase retention across the organization.

**LOOKING TO THE FUTURE**

*10. 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.*

Opportunity and Achievement in Charter Term 3

The DPA board and leadership were strategic in their approach to the charter renewal in terms of making minimal changes to the program and innovations for the next charter term. DPA's incorporation of audio video communication is designed to increase student achievement by providing hands-on experiences that build and reinforce skills and competencies. All core content areas integrate audio video modalities of instruction in order to build capacity for critical thinking, use of technology, and communication skills. The AVC proficiencies have been backward mapped from the AVC Technology and Film Pathway so all students who choose to pursue that pathway in high school will have the foundational training and experience to facilitate that pursuit. Students use digital media tools for synchronous and asynchronous collaboration with peers and industry experts to plan, design, and publish content-specific work products as part of the summative assessment measure for each semester.

As DPA continues to strengthen the AVC program, critical partnerships designed to enhance the academic experience will be secured. During the current charter term, well over 500 students have engaged in the DPA student experience each year, which demonstrates continued interest and demand for the program. As educators work diligently to ensure that students make significant progress and master required skills, families continue to entrust their children's education to the faculty and staff at DPA, as their choice in public education.

DPA Comparison Schools – Academic Analysis

Currently, DPA is working on a two-year extension to their original contract. The purpose of the extension was to allow additional time to implement the organizational changes initiated upon severing the ESP



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agreement in term one. While the additional two years expanded the implementation period for the new instructional model, organizational structure, and financial management system, all of the key school improvement elements were not in place at that time. According to the Center on School Turnaround at [WestEd](#), there are four key elements to either restarting or turning around a charter school when it is not meeting all of the performance metrics outlined in the school's contract. Turnaround leadership, talent development, instructional transformation, and a culture shift must all be present in order for the new iteration of the charter school to meet and achieve performance requirements.<sup>12</sup>

In Georgia, charter schools have a “flexibility bargain”, wherein charter boards are granted “broad flexibility” in exchange for superior academic performance. Essentially, charter schools are expected to outperform the local system as well as the State. Charter schools also have to be responsive to the market in terms of finding their niche within the local system's portfolio, attracting talented staff and families who are committed to the mission. During the extended contract period, DPA continued to experience higher than acceptable staff turnover. Organizational shifts of this magnitude do not allow for the rapid improvement the school needed to demonstrate during the two-year window. The board conducted a root cause analysis to better understand the challenges during the current charter term and how to develop sustainable changes that produce consistent results. This was a new approach for the board and the analysis revealed critical areas for improvement. Namely, staff retention across the organization is one of the main barriers to organizational success. The information gained and confirmed through the analysis, allows the board to understand more fully the oversight required for DPA to provide an innovative and high-quality student experience in the next charter term. Also, with Dr. Bostic at the helm, DPA has a leader with the experience needed to move the academic needle as well as increase staff retention, which are key to consistently providing a high-quality program in the next charter term.

All organizational challenges aside, DPA scholars demonstrated academic growth as outlined in the performance section of this application and the comparative analysis of Region 6, which consistently shows DPA performing above average among the comparison group of schools.

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<sup>12</sup> <https://www.wested.org/wp-content/uploads/2019/08/resource-considering-turnaround-for-low-performing-charter-schools.pdf>

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Anchoring DPA in the Community

DPA team will focus on increasing academic rigor across the school in a manner that will meet students where they are and accelerate their learning. To accomplish this, the board and administration must increase staff retention and development, as well as provide the necessary support for students throughout their K-8 experience. DPA has the organizational capacity and board oversight to provide an innovative and high-quality student experience in the next charter term. DPA has become part of the Dekalb County educational ecosystem, and the school community looks forward to serving students for another charter term.

**Dekalb Preparatory Academy**  
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## **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.

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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.

**Dekalb Preparatory Academy**  
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**Dekalb Preparatory Academy**  
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## **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;

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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

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*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) KYU 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: \_\_\_\_\_

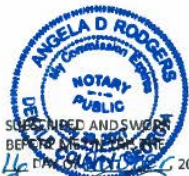
The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document (e.g., driver's license, passport, birth certificate), as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

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

Georgia 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 Decatur (city), Georgia (state).



SUBSCRIBED AND SWORN  
BEFORE ME on this 16 day of January, 2023

Angela D. Rodgers  
NOTARY PUBLIC

My Commission Expires: July 28, 2027

Kathryn Young  
Signature of Governing Board Chair  
Kathryn Young  
Printed Name of Governing Board Chair



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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

Dekalb 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 14 day of October, 2023.

Kathy Milroy  
Governing Board Chair, Charter School

10/16/2023  
Date

This Charter School Application, Assurance Form, and attached Exhibits were approved by the DeKalb Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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.

Kathy Milroy  
Governing Board Chair, Charter School

10/16/2023  
Date

\_\_\_\_\_  
Chair, DeKalb Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, DeKalb Board of Education

\_\_\_\_\_  
Date

**Dekalb Preparatory Academy**  
**Chartered through DeKalb County School District**

**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

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## ANNUAL REGISTRATION

\*Electronically Filed\*  
Secretary of State  
Filing Date: 2/25/2022 4:26:25 PM

### BUSINESS INFORMATION

|                            |                                  |
|----------------------------|----------------------------------|
| CONTROL NUMBER             | 08073628                         |
| BUSINESS NAME              | DEKALB PREPARATORY ACADEMY, INC. |
| BUSINESS TYPE              | Domestic Nonprofit Corporation   |
| EFFECTIVE DATE             | 02/25/2022                       |
| ANNUAL REGISTRATION PERIOD | 2022, 2023, 2024                 |

### PRINCIPAL OFFICE ADDRESS

|         |                                            |
|---------|--------------------------------------------|
| ADDRESS | 1402 Austin Drive, Decatur, GA, 30032, USA |
|---------|--------------------------------------------|

### REGISTERED AGENT

| NAME                       | ADDRESS                                    | COUNTY |
|----------------------------|--------------------------------------------|--------|
| DeKalb Preparatory Academy | 1402 Austin Drive, Decatur, GA, 30032, USA | Dekalb |

### OFFICERS INFORMATION

| NAME            | TITLE     | ADDRESS                                    |
|-----------------|-----------|--------------------------------------------|
| Janelle Wilhite | CFO       | 1402 Austin Drive, Decatur, GA, 30032, USA |
| Roberta Walker  | SECRETARY | 1402 Austin Drive, Decatur, GA, 30032, USA |
| Suzette Arnold  | CEO       | 1402 Austin Drive, Decatur, GA, 30032, USA |

### AUTHORIZER INFORMATION

|                      |                  |
|----------------------|------------------|
| AUTHORIZER SIGNATURE | Susan Wright     |
| AUTHORIZER TITLE     | Registered Agent |

Control No. 08073628

# 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

### **DEKALB PREPARATORY ACADEMY, INC.**

a Domestic Non-Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **09/15/2008** 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 September 15, 2008



A handwritten signature in cursive script, reading "Karen C Handel".

Karen C Handel  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
DEKALB PREPARATORY ACADEMY, INC.

Pursuant to the Georgia Nonprofit Corporation Code Section 14-3-202, the Articles of Incorporation of DeKalb Preparatory Academy, Inc. are set forth as follows:

I.

The name of the corporation is DeKalb Preparatory Academy, Inc.

II.

The corporation is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code.

III.

The street address of the registered office is c/o Corporation Service Company, 40 Technology Pkwy South, #300, Norcross, GA 30092. The registered agent at such address is Corporation Service Company. The county of the registered office is Gwinett County.

IV.

The name and address of the incorporator is Richard Hauge, 42 Broadway, Suite 1039, New York, NY 10004.

V.

The corporation will not have members.

VI.

The principal mailing address of the corporation is 2946 Ponderosa Circle, Decatur, GA 30033.

VII.

Other provisions:

- a. The purposes for which the Corporation is organized are exclusively charitable purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or in the corresponding provision of any subsequent law, including the making of distributions to organizations that qualify as exempt organizations under §501(c)(3) of the Code or corresponding provision of the subsequent law. Without limitation to the foregoing the Corporation is a non-profit organization formed for the exclusively charitable purpose of educating children in the State of Georgia.
- b. The Corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity, that would invalidate it's status (1) as a corporation which is exempt from federal income taxation, as an organization of the type described in §501(c)(3) of the Internal Revenue Code, or in the corresponding provision of any subsequent law, or (ii) as a corporation to which contributions are deductible under §170(c)(2) of the Internal Revenue Code, or under the corresponding provision of any subsequent law.
- c. No part of the net earnings of the Corporation shall inure to the benefit of, or will be distributable to its directors, officers, members or other private persons, except that the

State of Georgia  
Creation - Domestic Entity 3 Page(s)



Corporation shall be authorize and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the Corporation's purposes.

- d. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation (except as may be permitted under §501(b) of the Code, or under the corresponding provision of any subsequent law); nor shall the Corporation participate or intervene (including the publishing or distributing of statements) in any political campaign on behalf of or in opposition to any candidate for public office.
- e. In furtherance of the purposes set forth in article 3 above, the Corporation shall have all the powers created by law, so long as they are consistent with the requirements of § 501(c)(3) of the Code, including, but not limited to, the power to accept gifts, grants, devises, request of funds, or any other property from any public or governmental bodies and any private persons who shall include, but not be limited to, private and public foundation, corporations and individuals.
- f. Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of §501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 10<sup>th</sup> day of September, 2008.



Richard Hauge, Incorporator

2008 SEP 15 AM 9:04  
SECRETARY OF STATE  
CORPORATIONS DIVISION



KAREN HANDEL  
Secretary of State

OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION

315 West Tower, #2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334-1530  
(404) 856-2817

Registered agent, officer, entity status information via the Internet  
<http://www.georgiacorporations.org>

TRANSMITTAL INFORMATION  
GEORGIA PROFIT OR NONPROFIT CORPORATIONS

**IMPORTANT**

Remember to include your e-mail address when completing this transmittal form.

Providing your e-mail address allows us to notify you via e-mail when we receive your filing and when we take action on your filing. Please enter your e-mail address on the line below. Thank you.

E-Mail: rhauge@mosalcaeducation.com

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. 3121568

Corporate Name Reservation Number (if one has been obtained; if articles are being filed without prior reservation, leave this line blank)

**DeKalb Preparatory Academy, Inc.**

Corporate Name (List exactly as it appears in articles)

2. Richard A. Hauge

212 232-0305 x 223

Name of person filing articles (certificate will be mailed to this person, at address below)

Telephone Number

**42 Broadway, Suite 1039**

Address

**New York**

**NY**

**10004**

City

State

Zip Code

3.

Mail or deliver the following items to the Secretary of State, at the above address:

- 1) This transmittal form
- 2) Original and one copy of the Articles of Incorporation
- 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable.

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (List of legal organs is posted at web site; or, the Clerk of Superior Court can advise you of the official organ in a particular county.)

*Richard A. Hauge*

Authorized signature of person filing documents

*9/15/08*

Date

Request certificates and obtain entity information via the Internet: <http://www.georgiacorporations.org>

**FIRST AMENDED AND RESTATED  
BYLAWS OF  
DEKALB PREPARATORY ACADEMY, INC.  
(A Non-Profit Georgia Corporation)**

**ARTICLE I  
NAME AND OFFICE**

**Section 1. Name.** The name of this nonprofit corporation shall be “DeKalb Preparatory Academy (the “Corporation”). The complete name of the school shall be the Corporation, shall be used in all transactions of official business.

**Section 2. Registered Office and Agent.** The registered office of the Corporation shall be located in the State of Georgia and the Corporation shall at all times maintain a registered agent at the address of the registered office and a registered agent whose office is identical with such registered office, as required by the Georgia Non-Profit Corporation Act.

**ARTICLE II  
ORGANIZATION**

**Section 1. Mission Statement.** The Corporation shall empower students to cultivate knowledge, think critically, and act collaboratively and compassionately.

**Section 2. Purpose.** The purposes of this Corporation, as expressed in its Articles of Incorporation, shall be for the purpose of transacting any or all lawful business for which corporations may be incorporated under the Georgia Non-Profit Corporation Act, to operate within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), to assist with the establishment, development and administration of charter schools, and to make grants to further elementary, middle and high school educational programs and facilities and other capital needs for such schools providing elementary, middle and high school educational programs through charter schools, and other charitable activities and to distribute the whole or any part of the income therefrom and the principal thereof exclusively for such purposes, either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code issued pursuant thereto, as they now exist or as they may hereafter be amended.

**Section 3. Objectives.** The objectives of the Governing Board are as follows:

A. To model, protect, and ensure that the Mission Statement is adhered to in all activities and decisions of the Board and the daily activities of the staff, students, parents and school advisory committees as they relate to the school’s operations.

B. To serve as final authority in matters affecting executive staffing, budget, curriculum, calendar decisions, marketing, ideological focus, and school concerns, and to ensure that these are consistent with and promote the educational goals of the Mission Statement.

C. To encourage faculty, parents and students to be responsive to the needs and concerns of the school as a whole, and of the unique learning styles, challenges and talents of individual students.

D. To act as the official voice of the Corporation with regard to public information, media contacts and public relations.

**Section 4. Dissolution.** In the event of the dissolution of the Corporation, the Board of Directors (“Board”) shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation, exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any



future United States Internal Revenue Law), as the Board shall determine. Any of such assets not so disposed of shall be disposed of by the court having proper jurisdiction in the county where the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

### **ARTICLE III BOARD OF DIRECTORS**

**Section 1. General Powers.** The affairs of the corporation shall be managed by its Board of Directors. Directors need not be residents of the State of Georgia.

**Section 2. Duties of the Board of Directors.** The Board shall be charged with the management of the affairs of the Corporation, and shall pursue such policies and principles as shall be in accordance with law, the provisions of the Articles of Incorporation, these Bylaws, and any written charter entered into by the Board. The Board shall be considered as having the powers of a Board of Directors and shall be deemed to be acting as the Board of Directors for all purposes of the Nonprofit Corporation Law. By way of elucidation, and not in limitation, the Board shall be responsible to carry out the following duties and obligations:

- a. The Board shall uphold the school's mission and vision and ensure effective organizational planning on the part of the school through an annual strategic planning and review process that will review and update the school's short-term, mid-term, and long-range goals, and evaluate the effectiveness of the implementation of the school's mission and plans;
- b. The Board shall either directly or through a personnel committee provide for the annual appraisal of the performance of the Head of School;
- c. The Board ensure the financial stability of the Corporation through regular monthly review of financial statements and reports, an annual independent financial review, and direct oversight of major financial commitments and decisions;
- d. The Board shall take an active role, either directly or through a Board committee, in resolving grievances and conflicts which may arise within the school community involving, students, parents, staff, administration, and Board members.

To the extent permitted by law, the Board may, by general resolution, delegate to officers of the Corporation or to committees of the Board such powers as it deems necessary or appropriate to carry out its duties and obligations.

**Section 3. Election, Number, and Tenure.** Any vacancy occurring in the Board and any position to be filled by reason of an increase in the number of Board members may be filled, upon recommendation of a qualified candidate by the Governance Committee, by the affirmative vote of the majority of the seated Board members. A Director elected to fill the vacancy shall be elected for the unexpired term of his/her predecessor in office. The Board of Directors shall be empowered to determine the size of the Board, provided that the Board of Directors shall consist

of not less than five (5) nor more than eleven (11) directors or voting members. Each director shall hold office for a period of one to three years until the next annual meeting of the Board and until his or her successor shall have been qualified and elected.

Board members shall serve a term of three (3) years from the date of their appointments or until their successors are seated. A full three-year term shall be considered to have been served upon the passage of three (3) annual meetings. After election, the term of a Director may not be reduced, except for cause as specified in these bylaws. Directors shall take office at the first board meeting following the annual meeting at which their appointment is announced. Fulfilling an incomplete term is not considered part of the term limit. When possible, Directors shall serve staggered terms to balance continuity with new perspective. A Director may serve up to two (2) consecutive terms. An individual who has served up to two (2) consecutive terms as Director may not be eligible for another term until two (2) years have passed following the last day of the individual's preceding term as Director, unless the Executive Committee votes unanimously to waive this term limitation.

**Section 4 Vacancy.** Any vacancy occurring in the Board of Directors and any position to be filled by reason of an increase in the number of Directors may be filled, upon recommendation of a qualified candidate by the Governance Committee, by the affirmative vote of the majority of the seated Directors. A Director elected to fill the vacancy shall be elected for the unexpired term of his/her predecessor in office.

**Section 5. Resignation.** A Director may resign at any time by filing a written resignation with the Chair of the Board.

**Section 6. Removal.** The Board may remove any Director with cause by two-thirds (2/3) vote of the entire Board at any regular or special meeting of the Board, provided that a notice including a statement of the reason or reasons shall have been mailed by certified mail to the Director proposed for removal at least thirty (30) days before any final action is taken by the Board. The notice shall specify the time when and the place where the Board is to take action on the removal. The Director shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice. The Board may remove any Director:

1. If the Director has been declared of unsound mind by a final order of court;
2. If the Director has been convicted of a felony, or a misdemeanor involving moral turpitude;
3. If the Director has been found by a final order or judgment of any court to have breached any duty imposed by Georgia Law; or
4. For such other good causes as the Board may determine.

**Section 7. Annual Meeting.** An annual meeting of the Board of Directors shall be held in the month of May in each year for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of

Directors shall cause the election to be held at a special meeting of the Board as soon thereafter as conveniently may be.

**Section 8. Regular Meetings.** The Board of Directors shall meet at least eight (8) times per fiscal year. The Board of Directors may provide by resolution the time and place, within the State of Georgia, for the holding of additional regular meetings of the Board. There shall be a notice posted in a public place, at least a 24-hour period prior to the meeting.

**Section 9. Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the Chair or any two Directors.

**Section 10. Notice.** Notice of any special meeting of the Board of Directors shall be given at least twenty four hours previously thereto by written notice delivered personally or by phone, or sent by mail to each Director at his address as shown by the records of the corporation, and by posting a public notice twenty four hours prior to the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. 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. 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.

**Section 11. Quorum.** A majority of all the Directors must be present in person at a meeting to constitute a quorum for the transaction of business at such meeting. Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws, the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall be necessary for an action of the Board. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of adjournment.

A two-thirds majority vote of the Directors shall be necessary for all actions by the Board relating to the following:

1. Appointment of the School Principal
2. Approval of the school budget
3. Financing of the school facility
4. Removal of a Director
5. Approval of charitable gifts, transfers, distributions, and grants by the Corporation to other entities;
6. Adoption of an amendment to the Articles of Incorporation or the Bylaws;
7. Organization of a subsidiary or affiliate by the Corporation; and
8. Approval of any merger, consolidation or sale or other transfer of all or a substantial part of the assets of the Corporation.

**Section 12. Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present in person shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws. In the event of a tie vote, the item voted on shall be tabled until the next meeting of the Board of Directors.

**Section 13. Vacancies.** Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. If the board members remaining in office constitute less than a quorum, they shall fill the vacancy by the affirmative vote of a majority of all the board members remaining in the office.

**Section 14. Compensation.** Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board.

**Section 15. Informal Action by Directors.** Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

#### ARTICLE IV: RESPONSIBILITIES

**Section 1. Board Responsibilities.** The following set forth the general duties and responsibilities of the Board as a whole and its individual members.

A. The Board shall set and enforce policy and assure that the School is run in a manner consistent with the Mission Statement and in compliance with all applicable laws and the Charter.

B. The Board shall develop and approve an annual budget and audit and operate within that budget.

C. The Board shall appoint members to standing and special committees. Those elected to the Board will be expected to serve on a minimum of one standing committee.

D. The Board shall establish and publish the school calendar, including any changes made during the school year.

E. The Board shall be responsible for the maintenance of any records required by law or provided for by the Charter Contract.

F. The Board shall negotiate and approve any changes to or renewals of the Facilities lease, its use and maintenance, and shall establish policy for facilities use.

G. The Board shall convene at least eight (8) regular monthly meetings during the school year and will provide an opportunity for public input. In addition, the Board may convene work sessions as it deems appropriate.

H. The Board shall adopt and administer a grievance policy and procedure.

I. The Board shall approve an admissions policy and ensure compliance with all aspects of such policy.

J. The Board shall approve or disapprove hiring and termination of Head of School employment contracts and approve by.

K. The Board shall enforce all contract issues, including employment, leases, and charter agreements with the State of Georgia.

L. The Board shall be responsible for the implementation and monitoring of a code of conduct and discipline policy, consistent with applicable law and the Charter Contract.

M. The Board shall perform such other duties as appropriate and necessary to the safe and effective operation of the school and which promote the school's commitment to educational excellence.

## ARTICLE V OFFICERS

**Section 1. Officers.** The officers of the corporation shall be a Vice Chair, a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**Section 2. Election and Term of Office.** The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be established. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

**Section 3. Removal.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby. Any board member who misses two consecutive meetings with no prior written notice will also be removed.

**Section 4. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**Section 5. Chair.** The Chair shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He or she shall preside at all meetings of the members and of the Board of Directors. The Chair may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the corporation; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**Section 6. Vice Chair.** In the absence of the Chair or in event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

**Section 7. Treasurer.** If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions in Article VII of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

**Section 8. Secretary.** The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given 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 see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws; keep a register of the post-office address of each member which shall be furnished to the Secretary by such 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 by the Chair or by the Board of Directors.

**Section 9. Assistant Treasurers and Assistant Secretaries.** If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant

Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the Chair or the Board of Directors.

## ARTICLE VI COMMITTEES

**Section 1. Committees of Directors.** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more special committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the corporation; amending the Articles of Incorporation, restating Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law. Notice shall also be provided to the public in accordance with any applicable provisions of Georgia's Open and Public Meetings Law, O.C.G.A. §§ 50-14-1 et seq.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided for in the case of original appointments. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the members of the committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Committees shall include at a minimum: governance, finance, academic, executive, and development.

**Section 2. Governance Committee.** There shall be a Governance Committee which shall be appointed and operate as follows:

- a. **Chair.** The Chair of the Board of Directors shall appoint a chair of the Governance Committee to serve a two-year term. Upon the expiration of the committee chair's term or upon a vacancy in the position, the Board Chair shall appoint a successor to a new two-year term.
- b. **Members.** The Board Chair shall appoint one or two additional members to the Committee. In order to stagger the terms of the committee members, one of the appointed members shall serve an initial one-year term, and the other shall serve an initial two-year term. Upon the expiration of the initial terms and of any succeeding terms, subsequent members shall be appointed. Upon any vacancy in either of the



member's positions, the Board Chair shall appoint a new member to fill the unexpired term.

- c. **Duties.** The Governance Committee shall be charged with reviewing all applications and interviewing all applicants for member on the Board of Directors. Any person nominated or wishing to be considered for a position on the Board shall submit an application together with all supplemental information which shall be prescribed by the Governance Committee by the deadline set by the Governance Committee, except in cases where through death, resignation or otherwise a vacancy on the Board must be filled more quickly, in which case the Governance Committee, acting unanimously, may prescribe a different submission schedule. No person may be placed in nomination for a position on the Board without having first been screened by the Governance Committee in accordance with the procedures set forth in this paragraph c. The committee is also charged with board training and organizing the annual board retreat.

**Section 3. Finance Committee.** There shall be a Finance Committee which shall be appointed and operate as follows:

- a. **Chair.** The Treasurer of the Board of Directors shall serve as the chair of the Finance Committee.
- b. **Members.** The Board Chair shall appoint one or two additional members to the Committee. In order to stagger the terms of the committee members, one of the appointed members shall serve an initial one-year term, and the other shall serve an initial two-year term. Upon the expiration of the initial terms and of any succeeding terms, subsequent members shall be appointed. Upon any vacancy in either of the member's positions, the Board Chair shall appoint a new member to fill the unexpired term.
- c. **Duties.** The Finance Committee shall be charged with: recommending a budget aligned with the strategic priorities of the school; overseeing the school's financial resources; ensuring compliance with financial policies; recommending selection of the auditor; facilitation board training on financial topics as needed; and ensuring financial goals are met.

**Section 4. Academic Excellence Committee.** There shall be an Academic Excellence Committee which shall be appointed and operate as follows:

- a. **Chair.** The Chair of the Board of Directors shall appoint a chair of the Academic Excellence Committee to serve a two-year term. Upon the expiration of the chair's term or upon a vacancy in the position, the Board Chair shall appoint a successor to a new two-year term.
- b. **Members.** The Board Chair shall appoint one or two additional members to the Committee. In order to stagger the terms of the committee members, one of the appointed members shall serve an initial one-year term, and the other shall serve an



initial two-year term. Upon the expiration of the initial terms and of any succeeding terms, subsequent members shall be appointed. Upon any vacancy in either of the member's positions, the Board Chair shall appoint a new member to fill the unexpired term.

- c. **Duties.** The Academic Excellence Committee shall be charged with partnering with the school leader to set and reach rigorous academic goals to: define excellent school performance based on the charter school's mission and vision; support school leader in developing annual academic performance goals for the school, and recommend these academic goals to the board for approval; verify that school administrators are using student performance data to constructively inform decisions; monitor the school leader's efforts to improve areas of deficient student performance; and upon request, serve as an ongoing resource to administrators for academic issues and programming.

**Section 5. Executive Committee.** There shall be an Executive Committee which shall be appointed and operate as follows:

- a. **Chair.** The Chair of the Board of Directors shall serve as the Chair of the Executive Committee.
- b. **Members.** Members of the Executive Committee shall be the Board Chair, Vice Chair, Treasurer, and Secretary, any ex-officio members, and Head of School along with any invited guest. Each member of this committee will serve based on the expected period established as a board member.
- c. **Duties.** The Executive Committee shall be charged with serve as the committee that evaluates the Head of School and makes strategic decisions for the school. For transparency, the Executive Committee must inform the entire Board of decisions to keep the board informed. In the event there is discussion affecting the Head of School such as compensation, evaluation or grievance, the committee must move to Executive Session where the Head of School is excluded from those discussions. The committee will model best practices for the board and will collaborate consistently with the Head of School to support his or her role as school leader.

**Section 6. Development Committee.** There shall be a Development Committee which shall be appointed and operate as follows:

- a. **Chair.** The Chair of the Board of Directors shall appoint a Chair of the Development Committee to serve a two-year term. Upon the expiration of the Chair's term or upon a vacancy in the position, the Chair shall appoint a successor to a new two-year term.
- b. **Members.** The Chair shall appoint one or two additional members to the Committee. In order to stagger the terms of the committee members, one of the appointed members shall serve an initial one-year term, and the other shall serve an initial two-year term. Upon the expiration of the initial terms and of any succeeding terms, subsequent members shall be appointed. Upon any vacancy in either of the members' positions, the Chair shall appoint a new member to fill the unexpired term.

- c. **Duties.** The Development Committee shall be charged with setting fundraising goals, establishing policies pertaining to gift solicitation; provide leadership in gift cultivation; and monitoring progress towards fundraising goals.

**Section 7. Special Committees.** Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, all such committees shall include at least one Board member, and the Board Chair of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

**Section 8. Advisory Board.** The Board may appoint members of the community to serve on an advisory board, the purpose of which shall be to advise, assist and support and advocate for the Corporation as requested by the Board. Members shall represent a cross-section of community leaders and stakeholders of the Corporation and hold specific knowledge and/or skill sets that can benefit the mission and vision of the Corporation.

**Section 9. Term of Office.** Each member of a committee shall continue as such until the next annual meeting of the Board 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.

**Section 10. Chair.** One member of each committee shall be appointed Chair by the person or persons authorized to appoint the members thereof.

**Section 11. 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.

**Section 12. Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting, or participating in the meeting telephonically, at which a quorum is present in person shall be the act of the committee.

**Section 13. Rules.** Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board of Directors.

## ARTICLE VII INDEMNIFICATION OF DIRECTORS AND OFFICERS

**Section 7.1. Indemnification.** The Corporation shall indemnify to the fullest extent permitted by law each of its officers, Directors, whether or not then in office (and his executor, administrator and/or heirs) or any person who may have served at its request as a director or officer, of another corporation, partnership, joint venture, trust or other enterprise as well as the executor, administrator and heirs of any of them against all reasonable expenses (including

attorneys' fees), judgments, fines and amounts paid in settlement actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit, proceeding or arbitration, whether civil or criminal, administrative or investigative (including any appeal thereof), to which he is or is threatened to be made a party because he is or was a Director, officer, employee or agent of this Corporation, or such other corporation, partnership, joint venture, trust or other enterprise. He shall have no right to reimbursement, however, in relation to matters as to which he has been adjudged liable to the Corporation for gross negligence or willful misconduct in the performance of his duties to the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer, employee or agent may be entitled.

**Section 7.2. Insurance.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

## **ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**Section 1. Contracts.** The Board of Directors 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, and such authority may be general or confined to specific instances.

**Section 2. Checks, Drafts, etc.** All checks, drafts or orders for the payment of money, notes or other evidences of 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 of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the Chair or a Vice Chair of the corporation.

**Section 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 Board of Directors may select.

**Section 4. Gifts.** The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

## **ARTICLE IX 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 of Directors and committees having any of the authority of the Board of Directors.

## **ARTICLE X 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.

## **ARTICLE XI WAIVER OF NOTICE**

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.

## **ARTICLE XII AMENDMENTS TO BYLAWS**

These bylaws may be altered, amended or repealed and new bylaws may be adopted by a two-thirds majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new bylaws at such meeting.

## **ARTICLE XIII MISCELLANEOUS**

**Section 1. Inspection of Bylaws.** The Corporation shall keep in its principal office, the original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Vice-Chair, which shall be open to inspection by the Board of Directors at all reasonable times during office hours.

**Section 2. Policies and Procedures.** Any action by the Board establishing policy or methods of procedure – administrative, business, academic or otherwise – not contained in these Bylaws shall be known as “Policies and Procedures of the Board.”

Policies and Procedures of the Board may be adopted by the Board or may be amended or repealed, in whole or in part, at any meeting of the Board in accordance with the laws of the State of Georgia.

### **Section 3. Conflicts of Interest**

**3.1 Conflict of Interest Policy.** Each Board Member will sign a conflict of interest policy at the beginning of each school year affirming his or her un-conflicted loyalty to the interest of Corporation.

**3.2 Inquiry into Self-Dealing Transactions.** If the Board or its committees is made aware that a proposed action could constitute a Self-Dealing Transaction, it shall first conduct appropriate inquiry before entering into such action. “Self-Dealing Transaction” means any transaction having the School as one party and one or more of the following among the other proposed parties to the transaction:

- (1) Directors, Officers, or employees of the Corporation or school management company, or blood or marital relations of any of them;
- (2) An entity in which a Director, Officer or employee of the Corporation or school management company, or blood or marital relation of any of them, holds a significant ownership or investment interest;
- (3) An entity which employs or otherwise compensates a Director, Officer or employee of the Corporation or school management company, or employs or compensates a blood or marital relation; and/or
- (4) Any entity which has, as a member of its board of directors or trustees, a Director, Officer or employee of the Corporation or school management company, or a blood or marital relation of any of them.

**3.3 Approval of Self-Dealing Transactions.** A Self-Dealing Transaction, as defined above, shall be voidable at the sole election of the Corporation unless the following provisions are satisfied:

- (1) The Board shall hold one or more meeting(s) to discuss and vote on the transaction or arrangement resulting in the conflict of interest. An Interested Person may make a presentation to the Board, but after such presentation, shall leave the meeting(s) during the discussion of, and the vote on the conflict of interest transaction.
- (2) The Chair shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- (3) After exercising due diligence to determine whether the Corporation can arrange an alternative transaction more favorable to the school with reasonable efforts, the Board of Directors concludes that it is in the Corporation’s best interests and is fair and reasonable to authorize the Self-Dealing Transaction
- (4) The Board of Directors authorizes, approves, or ratifies the transaction by the affirmative vote of a majority of the disinterested Directors, and with

**Exhibit 2- Dekalb Preparatory Academy**

disclosure or knowledge of the material facts concerning the Self-Dealing Transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors (or a committee thereof) that authorizes, approves, or ratifies such contract or transaction.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, I certify that the foregoing First Amended and Restated Bylaws of DeKalb Preparatory Academy, Inc. were approved and adopted by and on behalf of the Corporation by its Board of Directors on \_\_\_\_\_, 2016, and are currently in effect.

Dated:

By: \_\_\_\_\_

# Board Member Conflict of Interest

## Purpose

This policy outlines the Conflict of Interest statements for Governing Board members.

## Duration

This policy is permanent.

## Policy

**Pursuant to the Charter governing the DeKalb Preparatory Academy (DPA) no member of the Board shall knowingly:**

1. Engage in any business or transaction with, or have a financial or other personal interest, direct or indirect, in the affairs of DPA that would result in a financial benefit, except for a financial benefit of a nominal or incidental amount, to the official, appointed officer, employee, or relative of such person, or which would tend to impair his/her independence of judgment or action in the performance of official duties.
2. Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his/her official duties or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.
3. Disclose information or use information, including information obtained at meetings that are closed pursuant to Title 50, Chapter L4, of the O.C.G.A. concerning the property, government, or affairs of DPA or any office, department, or agency thereof, not available to members of the general public and gained by reason of his/her official position for his/her personal gain or benefit, or to advance his/her financial interests or that of any other person or business entity.
4. Represent private interests in any action or proceeding against DPA or any office, department, or agency thereof.
5. Vote or otherwise participate in the negotiation or the making of any contract with any business or entity in which he/she, or his/her relative, has a financial interest.
6. Solicit, accept, or agree to accept gifts, loans, gratuities, discounts, payment, or services from any employee, person, firm, or corporation that to his/her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with DPA or any office, department, or agency thereof;

provided, however, that an elected official or a candidate for public office may accept campaign contributions and services in connection with any campaign.

7. Vote or otherwise participate in an appointment, employment, or promotion decision related to anyone he/she knows or should know would create a direct or indirect monetary benefit or economic opportunity for himself/herself.
8. Have a personal interest, directly or indirectly, in school real estate, school textbooks, or school materials and supplies of any kind whatsoever.
9. Sell, solicit, or offer for sale, to the Board or to any official or employee of the Board, directly or indirectly, any kind of school real estate, textbooks, or school materials and supplies, nor receive any salary, bonus, or commission on any such sales.

**The Board of DPA may not:**

1. Employ one of its members for any position at DPA.
2. Do business with a partnership or corporation partially owned by a Board member.
3. Do business with a bank or financial institution where a Board member is an employee, stockholder, director, or officer when such member owns 30 percent or more stock in that institution.

In addition, no Board member may employ or promote any person who is an immediate family member of any Board member unless a public, recorded vote is taken on such employment or promotion as a separate matter from any other personnel matter. Any Board member whose immediate family member is being considered for employment shall not vote on such employment. Board member must disclose such relationship and sign Board Disclosure Form acknowledging the relationship.



# DeKalb County School District Charter School Petitioner GOVERNING BOARD MEMBER CONFLICT OF INTEREST FORM

Name & Title: \_\_\_\_\_  
Proposed Charter School: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City, \_\_\_\_\_  
State, Postal Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## Conflict of Interest Disclosure

**Instructions:** If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

- 1) Do or will you or your spouse have any contractual agreements with the proposed charter school? Yes No ☐ ☐
- 2) Do or will you, your spouse, or any member of your immediate family have any ownership interest or derive any income in any educational management organization (EMO) or any other legal entity contracting with the proposed charter school? ☐  
Yes  
No ☐
- 3) Did or will you or your spouse lease or sell property to the proposed charter school? Yes No ☐ ☐
- 4) Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school or receive funds, gifts, loans, services or other consideration from the proposed charter school? Yes No ☐ ☐
- 5) Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money? Yes No ☐ ☐
- 6) Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its EMO or any other company contracting or providing service to the charter? Yes ☐ ☐
- 7) Did you or your spouse provide any start up funds to the proposed charter school? Yes No ☐ ☐
- 8) Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity which would answer "yes" to any of the questions 1-7? ☐ ☐  
Yes No
- 9) Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board? Yes No ☐ ☐
- 10) Do you or your spouse currently serve as a public official, elected or appointed, or sit on any other boards? Yes No ☐ ☐
- 11) Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of another charter school? Yes No ☐ ☐
- 12) Have you ever been cited for a breach of ethics for unprofessional conduct, or been named in a complaint to a court, administrative agency professional association, disciplinary committee or other professional group? Yes No ☐ ☐
- 13) To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the proposed charter school? Yes No ☐ ☐

## Criminal Background History

**Instructions:** Complete this section by placing your **initials** in the space beside option 1, 2, and/or 3. If you initial option 1 or 2, please provide information on what the charges were and which courts were involved. Please label explanations with the number of the corresponding question. **Traffic violations do not need to be included.**

- 1) \_\_\_\_\_ I have been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.
- 2) \_\_\_\_\_ I am currently charged with one or more crimes.
- 3) \_\_\_\_\_ I have not been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.

## Certification

I recognize that all information submitted with this conflict of interest disclosure and criminal record history becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I will hold DeKalb County Schools, its trustees officers, employees or authorized agents harmless from liability for the disclosure of any information it reasonably

believes is true based upon my representations.

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the DeKalb County School District Charter Schools Office of any change that may create a conflict of interest based on the stated questions. Further, I recognize that falsification or failure to submit a complete annual conflict of interest disclosure as part of my annual board orientation and training becomes justification for removal.

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Signature

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Date

# DeKalb County School District Charter School Petitioner GOVERNING BOARD MEMBER CONFLICT OF INTEREST FORM

Name & Title: Janelle Wilhite, Treasurer  
Proposed Charter School: DeKalb Preparatory Academy  
Telephone: 404.937.2000  
Street Address: 1402 Austin Dr, Decatur  
State, Postal Code: Georgia, 30032  
Email Address: wilhitej@gmail.com

## Conflict of Interest Disclosure

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

- 1) Do or will you or your spouse have any contractual agreements with the proposed charter school? Yes ☒ No ☐ ☐
- 2) Do or will you, your spouse, or any member of your immediate family have any ownership interest or derive any income in any educational management organization (EMO) or any other legal entity contracting with the proposed charter school? Yes ☐ No ☒
- 3) Did or will you or your spouse lease or sell property to the proposed charter school? Yes ☒ ☐ ☐
- 4) Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school or receive funds, gifts, loans, services or other consideration from the proposed charter school? Yes ☒ ☐ ☐
- 5) Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money? Yes ☒ ☐ ☐
- 6) Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its EMO or any other company contracting or providing service to the charter? Yes ☐ No ☒
- 7) Did you or your spouse provide any start up funds to the proposed charter school? Yes ☒ ☐ ☐
- 8) Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity which would answer "yes" to any of the questions 1-7? Yes ☐ No ☒ ☐
- 9) Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board? Yes ☒ ☐
- 10) Do you or your spouse currently serve as a public official, elected or appointed, or sit on any other boards? Yes ☒ ☐ ☐
- 11) Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of another charter school? Yes ☒ ☐ ☐
- 12) Have you ever been cited for a breach of ethics for unprofessional conduct, or been named in a complaint to a court, administrative agency professional association, disciplinary committee or other professional group? Yes ☒ ☐ ☐
- 13) To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the proposed charter school? Yes ☒ ☐ ☐

## Criminal Background History

Instructions: Complete this section by placing your initials in the space beside option 1, 2, and/or 3. If you initial option 1 or 2, please provide information on what the charges were and which courts were involved. Please label explanations with the number of the corresponding question. Traffic violations do not need to be included.

- 1) \_\_\_\_\_ I have been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.
- 2) \_\_\_\_\_ I am currently charged with one or more crimes.
- 3) ☒ I have not been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.

## Certification

I recognize that all information submitted with this conflict of interest disclosure and criminal record history becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I will hold DeKalb County Schools, its trustees officers, employees or authorized agents harmless from liability for the disclosure of any information it reasonably believes

is true based upon my representations.

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the DeKalb County School District Charter Schools Office of any change that may create a conflict of interest based on the stated questions. Further, I recognize that falsification or failure to submit a complete annual conflict of interest disclosure as part of my annual board orientation and training becomes justification for removal.

  
\_\_\_\_\_  
Signature

10.16.23  
Date

**DEKALB PREPARATORY ACADEMY  
CONFLICT OF INTEREST ANNUAL AFFIRMATION  
AND  
DISCLOSURE STATEMENT**

I have received and carefully read the Conflict of Interest Policy of DeKalb Preparatory Academy (the "Organization"). By signing this Annual Affirmation and Disclosure Statement, I hereby affirm that I understand and agree to comply with the Conflict of Interest Policy. I further understand that the Organization is a nonprofit organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes without personal gain (other than salary) by board members or staff. Except as otherwise indicated below, I hereby state that I do not have any financial interests as described in the Conflict of Interest Policy. If any situation should arise in the future that I think may involve me in a conflict of interest, I will promptly and fully disclose in writing the circumstances to the Secretary of the Board of Directors of the Organization. Name (Please print) Signature Date Please explain potential conflict(s) below:

Name (Please print):

Janelle Wilhite

Signature:

Date:

J Wilhite 10.16.23

Please list below all personal and professional affiliations:

Georgia Finance Officers Association  
Fiscal Management Council

This form has been reviewed by \_\_\_\_\_ of the \_\_\_\_\_ committee of the Organization's governing board to determine if conflicts or potential conflicts exist.

Reviewed by (Executive Committee, Governance Committee Representative)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# DeKalb County School District Charter School Petitioner GOVERNING BOARD MEMBER CONFLICT OF INTEREST FORM

Name & Title: Wanda McKay  
 Proposed Charter School: DeKalb Preparatory Academy  
 Telephone: 404-937-8000  
 Street Address: 1402 Austin Drive City, Atlanta  
 State, Postal Code: Ga 30032  
 Email Address: \_\_\_\_\_

## Conflict of Interest Disclosure

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

- 1) Do or will you or your spouse have any contractual agreements with the proposed charter school? Yes ☐ No ☒
- 2) Do or will you, your spouse, or any member of your immediate family have any ownership interest or derive any income in any educational management organization (EMO) or any other legal entity contracting with the proposed charter school? Yes ☐ No ☐
- 3) Did or will you or your spouse lease or sell property to the proposed charter school? Yes ☐ No ☒
- 4) Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school or receive funds, gifts, loans, services or other consideration from the proposed charter school? Yes ☐ No ☒
- 5) Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money? Yes ☐ No ☒
- 6) Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its EMO or any other company contracting or providing service to the charter? Yes ☐ No ☒
- 7) Did you or your spouse provide any start up funds to the proposed charter school? Yes ☐ No ☒
- 8) Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity which would answer "yes" to any of the questions 1-7? Yes ☐ No ☒
- 9) Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board? Yes ☒ No ☐
- 10) Do you or your spouse currently serve as a public official, elected or appointed, or sit on any other boards? Yes ☐ No ☒
- 11) Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of another charter school? Yes ☐ No ☒
- 12) Have you ever been cited for a breach of ethics for unprofessional conduct, or been named in a complaint to a court, administrative agency professional association, disciplinary committee or other professional group? Yes ☐ No ☒
- 13) To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the proposed charter school? Yes ☐ No ☒

## Criminal Background History

Instructions: Complete this section by placing your initials in the space beside option 1, 2, and/or 3. If you initial option 1 or 2, please provide information on what the charges were and which courts were involved. Please label explanations with the number of the corresponding question. Traffic violations do not need to be included.

- 1) \_\_\_\_\_ I have been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.
- 2) \_\_\_\_\_ I am currently charged with one or more crimes.
- 3) WM I have not been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.

## Certification

I recognize that all information submitted with this conflict of interest disclosure and criminal record history becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I will hold DeKalb County Schools, its trustees officers, employees or authorized agents harmless from liability for the disclosure of any information it reasonably

believes is true based upon my representations.

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the DeKalb County School District Charter Schools Office of any change that may create a conflict of interest based on the stated questions. Further, I recognize that falsification or failure to submit a complete annual conflict of interest disclosure as part of my annual board orientation and training becomes justification for removal.

  
Signature

  
Date

**DEKALB PREPARATORY ACADEMY  
CONFLICT OF INTEREST ANNUAL AFFIRMATION  
AND  
DISCLOSURE STATEMENT**

I have received and carefully read the Conflict of Interest Policy of DeKalb Preparatory Academy (the "Organization"). By signing this Annual Affirmation and Disclosure Statement, I hereby affirm that I understand and agree to comply with the Conflict of Interest Policy. I further understand that the Organization is a nonprofit organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes without personal gain (other than salary) by board members or staff. Except as otherwise indicated below, I hereby state that I do not have any financial interests as described in the Conflict of Interest Policy. If any situation should arise in the future that I think may involve me in a conflict of interest, I will promptly and fully disclose in writing the circumstances to the Secretary of the Board of Directors of the Organization. Name (Please print) Signature Date Please explain potential conflict(s) below:

Name (Please print):

Wanda McKay

Signature:

Wanda McKay

Date:

10-18<sup>th</sup> - 2023

Please list below all personal and professional affiliations:

This form has been reviewed by \_\_\_\_\_ of the \_\_\_\_\_ committee of the Organization's governing board to determine if conflicts or potential conflicts exist.

Reviewed by (Executive Committee, Governance Committee Representative)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



DeKalb County School District Charter School Petitioner GOVERNING  
BOARD MEMBER CONFLICT OF INTEREST FORM

Name & Title: Suzette Arnold, Board Chair  
Telephone: (404) 937-2000  
Street Address: 1402 Austin Drive City, \_\_\_\_\_  
State, Postal Code: Decatur Ga, 30032  
Email Address: sarnold793@gmail.com

**Conflict of Interest Disclosure**

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

- Do or will you or your spouse have any contractual agreements with the proposed charter school? Yes No ☐ ☒
- Do or will you, your spouse, or any member of your immediate family have any ownership interest or derive any income in any educational management organization (EMO) or any other legal entity contracting with the proposed charter school? Yes ☐ No ☒
- 1) Did or will you or your spouse lease or sell property to the proposed charter school? Yes No ☐ ☒
- 2) Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school or receive funds, gifts, loans, services or other consideration from the proposed charter school? Yes No ☐ ☒
- 3) Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money? Yes No ☐ ☒
- 4) Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its EMO or any other company contracting or providing service to the charter? Yes ☐ No ☒
- 5) Did you or your spouse provide any start up funds to the proposed charter school? Yes ☐ No ☒
- 6) Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity which would answer "yes" to any of the questions 1-7? Yes ☐ No ☒
- 7) Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board? Yes ☐ No ☒
- 8) Do you or your spouse currently serve as a public official, elected or appointed, or sit on any other boards? Yes No ☐ ☒
- 9) Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of another charter school? Yes No ☐ ☒
- 10) Have you ever been cited for a breach of ethics for unprofessional conduct, or been named in a complaint to a court, administrative agency professional association, disciplinary committee or other professional group? Yes ☐ ☒
- 11) To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the proposed charter school? Yes No ☐ ☒

**Criminal Background History**

Instructions: Complete this section by placing your initials in the space beside option 1, 2, and/or 3. If you initial option 1 or 2, please provide information on what the charges were and which courts were involved. Please label explanations with the number of the corresponding question. Traffic violations do not need to be included.

- 1) \_\_\_\_\_ I have been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.
- 2) \_\_\_\_\_ I am currently charged with one or more crimes.
- 3)   X   I have not been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.

**Certification**

I recognize that all information submitted with this conflict of interest disclosure and criminal record history becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I will hold DeKalb County Schools, its trustees officers, employees or authorized agents harmless from liability for the disclosure of any information it reasonably believes is true based upon my representations.

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the DeKalb County School District Charter Schools Office of any change that may create a conflict of interest based on the stated questions. Further, I recognize that falsification or failure to submit a complete annual conflict of interest disclosure as part of my annual board orientation and training becomes justification for removal.

*Suzette Arnold*

9/15/23

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Signature

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Date

**DEKALB PREPARATORY ACADEMY  
CONFLICT OF INTEREST ANNUAL AFFIRMATION  
AND  
DISCLOSURE STATEMENT**

I have received and carefully read the Conflict of Interest Policy of DeKalb Preparatory Academy (the "Organization"). By signing this Annual Affirmation and Disclosure Statement, I hereby affirm that I understand and agree to comply with the Conflict of Interest Policy. I further understand that the Organization is a nonprofit organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes without personal gain (other than salary) by board members or staff. Except as otherwise indicated below, I hereby state that I do not have any financial interests as described in the Conflict of Interest Policy. If any situation should arise in the future that I think may involve me in a conflict of interest, I will promptly and fully disclose in writing the circumstances to the Secretary of the Board of Directors of the Organization. Name (Please print) Signature Date Please explain potential conflict(s) below:

Name (Please print):

Suzette Arnold

Signature: Suzette Arnold

Date: 9/15/23

Please list below all personal and professional affiliations:

This form has been reviewed by \_\_\_\_\_ of the \_\_\_\_\_ committee of the Organization's governing board to determine if conflicts or potential conflicts exist.

Reviewed by (Executive Committee, Governance Committee Representative)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit 4 - Dekalb  
Preparatory Academy

DeKalb County School District Charter School Petitioner GOVERNING  
BOARD MEMBER CONFLICT OF INTEREST FORM

Name & Title: Roberta R. Walker, Chairperson  
Proposed Charter School: DeKalb Preparatory Academy  
Telephone: 770-855-6307  
Street Address: 1402 Austin Way City,  
State, Postal Code: Decatur, GA 30032  
Email Address: rowalker2003@yahoo.com

**Conflict of Interest Disclosure**

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

- 1) Do or will you or your spouse have any contractual agreements with the proposed charter school? Yes ☐ No ☒ ☐
- 2) Do or will you, your spouse, or any member of your immediate family have any ownership interest or derive any income in any educational management organization (EMO) or any other legal entity contracting with the proposed charter school? Yes ☐ No ☒ ☐
- 3) Did or will you or your spouse lease or sell property to the proposed charter school? Yes ☐ No ☒ ☐
- 4) Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school or receive funds, gifts, loans, services or other consideration from the proposed charter school? Yes ☐ No ☒ ☐
- 5) Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money? Yes ☐ No ☒ ☐
- 6) Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its EMO or any other company contracting or providing service to the charter? Yes ☐ No ☒ ☐
- 7) Did you or your spouse provide any start up funds to the proposed charter school? Yes ☐ No ☒ ☐
- 8) Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity which would answer "yes" to any of the questions 1-7? Yes ☐ No ☒ ☐
- 9) Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board? Yes ☒ No ☐
- 10) Do you or your spouse currently serve as a public official, elected or appointed, or sit on any other boards? Yes ☐ No ☒ ☐
- 11) Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of another charter school? Yes ☒ No ☐ ☐
- 12) Have you ever been cited for a breach of ethics for unprofessional conduct, or been named in a complaint to a court, administrative agency professional association, disciplinary committee or other professional group? Yes ☐ No ☒ ☐
- 13) To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the proposed charter school? Yes ☐ No ☐

**Criminal Background History**

Instructions: Complete this section by placing your initials in the space beside option 1, 2, and/or 3. If you initial option 1 or 2, please provide information on what the charges were and which courts were involved. Please label explanations with the number of the corresponding question. Traffic violations do not need to be included.

- 1) \_\_\_\_\_ I have been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.
- 2) \_\_\_\_\_ I am currently charged with one or more crimes.
- 3) RRW have not been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.

**Certification**

I recognize that all information submitted with this conflict of interest disclosure and criminal record history becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I will hold DeKalb County Schools, its trustees officers, employees or authorized agents harmless from liability for the disclosure of any information it reasonably believes

is true based upon my representations.

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the DeKalb County School District Charter Schools Office of any change that may create a conflict of interest based on the stated questions. Further, I recognize that falsification or failure to submit a complete annual conflict of interest disclosure as part of my annual board orientation and training becomes justification for removal.

Robert K. Walker  
Signature

Oct. 16, 2023  
Date

DeKalb County School District Charter School Petitioner GOVERNING  
BOARD MEMBER CONFLICT OF INTEREST FORM

Name & Title: Kathy Ann Young  
Proposed Charter School: DeKalb Preparatory Academy  
Telephone: 404-937-2000  
Street Address: 1402 Austin Drive City,  
State, Postal Code: DeKalb Co. 30032  
Email Address: board1@dekalbprepacademy.org

**Conflict of Interest Disclosure**

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

- 1) Do or will you or your spouse have any contractual agreements with the proposed charter school? Yes No ☒ ☐
- 2) Do or will you, your spouse, or any member of your immediate family have any ownership interest or derive any income in any educational management organization (EMO) or any other legal entity contracting with the proposed charter school? Yes ☐ No ☒
- 3) Did or will you or your spouse lease or sell property to the proposed charter school? Yes No ☐ ☒
- 4) Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school or receive funds, gifts, loans, services or other consideration from the proposed charter school? Yes ☐ No ☒
- 5) Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money? Yes ☐ No ☒
- 6) Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its EMO or any other company contracting or providing service to the charter? Yes ☐ No ☒
- 7) Did you or your spouse provide any start up funds to the proposed charter school? Yes No ☐ ☒
- 8) Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity which would answer "yes" to any of the questions 1-7? Yes ☐ No ☒
- 9) Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board? Yes ☐ No ☒
- 10) Do you or your spouse currently serve as a public official, elected or appointed, or sit on any other boards? Yes No ☐ ☒
- 11) Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of another charter school? Yes No ☐ ☒
- 12) Have you ever been cited for a breach of ethics for unprofessional conduct, or been named in a complaint to a court, administrative agency professional association, disciplinary committee or other professional group? Yes ☐ ☒
- 13) To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the proposed charter school? Yes No ☐ ☒

**Criminal Background History**

Instructions: Complete this section by placing your initials in the space beside option 1, 2, and/or 3. If you initial option 1 or 2, please provide information on what the charges were and which courts were involved. Please label explanations with the number of the corresponding question. Traffic violations do not need to be included.

- 1) ☐ I have been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.
- 2) ☐ I am currently charged with one or more crimes.
- 3) ☒ I have not been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.

**Certification**

I recognize that all information submitted with this conflict of interest disclosure and criminal record history becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I will hold DeKalb County Schools, its trustees officers, employees or authorized agents harmless from liability for the disclosure of any information it reasonably

believes is true based upon my representations.

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the DeKalb County School District Charter Schools Office of any change that may create a conflict of interest based on the stated questions. Further, I recognize that falsification or failure to submit a complete annual conflict of interest disclosure as part of my annual board orientation and training becomes justification for removal.

  
Signature

  
Date

**DEKALB PREPARATORY ACADEMY  
CONFLICT OF INTEREST ANNUAL AFFIRMATION  
AND  
DISCLOSURE STATEMENT**

I have received and carefully read the Conflict of Interest Policy of DeKalb Preparatory Academy (the "Organization"). By signing this Annual Affirmation and Disclosure Statement, I hereby affirm that I understand and agree to comply with the Conflict of Interest Policy. I further understand that the Organization is a nonprofit organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes without personal gain (other than salary) by board members or staff. Except as otherwise indicated below, I hereby state that I do not have any financial interests as described in the Conflict of Interest Policy. If any situation should arise in the future that I think may involve me in a conflict of interest, I will promptly and fully disclose in writing the circumstances to the Secretary of the Board of Directors of the Organization. Name (Please print) Signature Date Please explain potential conflict(s) below:

Name (Please print):

Kathryn Yang

Signature:

Kathryn Yang

Date:

10/16/2023

Please list below all personal and professional affiliations:

parent of a third grader.

This form has been reviewed by \_\_\_\_\_ of the \_\_\_\_\_ committee of the Organization's governing board to determine if conflicts or potential conflicts exist.

Reviewed by (Executive Committee, Governance Committee Representative)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Exhibit 4 - Dekalb Preparatory Academy

DeKalb County School District Charter School Petitioner GOVERNING BOARD MEMBER CONFLICT OF INTEREST FORM

Name & Title: Bridget Robinson / Board Member / Governance Chair  
Proposed Charter School: DeKalb Prep Academy  
Telephone: 404-937-2000  
Street Address: 1402 Austin Dr. City, \_\_\_\_\_  
State, Postal Code: Decatur, GA 30032  
Email Address: bridget.m.robinson2012@gmail.com

**Conflict of Interest Disclosure**

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

- 1) Do or will you or your spouse have any contractual agreements with the proposed charter school? Yes No ☐ ☒
- 2) Do or will you, your spouse, or any member of your immediate family have any ownership interest or derive any income in any educational management organization (EMO) or any other legal entity contracting with the proposed charter school? Yes No ☐ ☒
- 3) Did or will you or your spouse lease or sell property to the proposed charter school? Yes No ☐ ☒
- 4) Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school or receive funds, gifts, loans, services or other consideration from the proposed charter school? Yes No ☐ ☒
- 5) Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money? Yes No ☐ ☒
- 6) Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its EMO or any other company contracting or providing service to the charter? Yes No ☐ ☒
- 7) Did you or your spouse provide any start up funds to the proposed charter school? Yes No ☐ ☒
- 8) Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity which would answer "yes" to any of the questions 1-7? Yes No ☐ ☒
- 9) Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board? Yes No ☐ ☒
- 10) Do you or your spouse currently serve as a public official, elected or appointed, or sit on any other boards? Yes No ☐ ☒
- 11) Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of another charter school? Yes No ☒ ☐
- 12) Have you ever been cited for a breach of ethics for unprofessional conduct, or been named in a complaint to a court, administrative agency professional association, disciplinary committee or other professional group? Yes No ☐ ☒
- 13) To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the proposed charter school? Yes No ☐ ☒

**Criminal Background History**

Instructions: Complete this section by placing your initials in the space beside option 1, 2, and/or 3. If you initial option 1 or 2, please provide information on what the charges were and which courts were involved. Please label explanations with the number of the corresponding question. Traffic violations do not need to be included.

- 1) \_\_\_\_\_ I have been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.
- 2) \_\_\_\_\_ I am currently charged with one or more crimes.
- 3) BR I have not been convicted, pled guilty or nolo contendere (no contest) to one or more crimes.

**Certification**

I recognize that all information submitted with this conflict of interest disclosure and criminal record history becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I will hold DeKalb County Schools, its trustees officers, employees or authorized agents harmless from liability for the disclosure of any information it reasonably

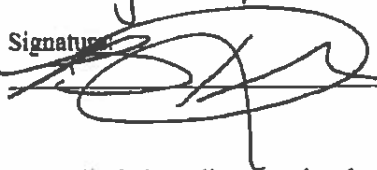
1. I have been a founding teacher and AP for Atlanta Unbound Academy.

**DEKALB PREPARATORY ACADEMY  
CONFLICT OF INTEREST ANNUAL AFFIRMATION  
AND  
DISCLOSURE STATEMENT**

I have received and carefully read the Conflict of Interest Policy of DeKalb Preparatory Academy (the "Organization"). By signing this Annual Affirmation and Disclosure Statement, I hereby affirm that I understand and agree to comply with the Conflict of Interest Policy. I further understand that the Organization is a nonprofit organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes without personal gain (other than salary) by board members or staff. Except as otherwise indicated below, I hereby state that I do not have any financial interests as described in the Conflict of Interest Policy. If any situation should arise in the future that I think may involve me in a conflict of interest, I will promptly and fully disclose in writing the circumstances to the Secretary of the Board of Directors of the Organization. Name (Please print) Signature Date Please explain potential conflict(s) below:

Name (Please print):

Bridget Robinson

Signature: 

Date:

10/16/23

Please list below all personal and professional affiliations:

This form has been reviewed by \_\_\_\_\_ of the \_\_\_\_\_ committee of the Organization's governing board to determine if conflicts or potential conflicts exist.

Reviewed by (Executive Committee, Governance Committee Representative)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT 5- DEKALB PREPARATORY ACADEMY

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

|                                                                                                                                                                                                                                                             |      |                                   |                       |                       |                                        |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------------------------------|-----------------------|-----------------------|----------------------------------------|-----------------------|
| <b>School/System Name: Dekalb Preparatory Academy</b>                                                                                                                                                                                                       |      | Charter Term: 2019 - 2024         |                       |                       |                                        |                       |
| Contract Terms and Performance Goals                                                                                                                                                                                                                        |      | Assessment                        | Year 1<br>(2019-2020) | Year 2<br>(2020-2021) | Year 3<br>(2021-2022)                  | Year 4<br>(2022-2023) |
| Essential or Innovative Features (Indicate whether each essential or innovative feature was implemented. Use the legend below to indicate the implementation of each feature.)                                                                              |      |                                   |                       |                       |                                        |                       |
| Project-based Learning with an emphasis on Audio Video Communications Technology                                                                                                                                                                            | N/A  | MET                               | MET                   | MET                   | MET                                    | MET                   |
| The Charter School shall implement Pearson EnVision Math across all grade levels                                                                                                                                                                            | N/A  | MET                               | MET                   | MET                   | MET                                    | MET                   |
| Reading Street                                                                                                                                                                                                                                              | N/A  | MET                               | MET                   | MET                   | MET                                    | MET                   |
| Summer Bridge Program to provide early education and middle school readiness to students over the summer.                                                                                                                                                   | N/A  | MET                               | MET                   | MET                   | MET                                    | MET                   |
| Achievement of Academic and Organizational Goals (Indicate the assessment used for each measure. Provide the target and actual performance for each measure. Use the legend below to color code each "Additional lines for each measure as needed)          |      |                                   |                       |                       |                                        |                       |
| Academic Goal 1: During the first year of its charter contract term, the Charter School shall achieve <b>at least two</b> of the following academic performance standards:                                                                                  |      |                                   |                       |                       |                                        |                       |
|                                                                                                                                                                                                                                                             |      | 2018-2019                         | 2019-2020             | 2020-2021             | 2021-2022                              |                       |
| Measure a: Match or exceed the CCRPI Content Mastery score of its authorizing school district(s) in each grade band served (elementary, middle, and/or high school). <b>2022 Content Mastery DPA ES - 45.8, MS - 34.9, Dekalb County ES - 49.9, MS 46.6</b> | GMAS | 69.2-not met                      | N/A                   | N/A                   | Not met                                |                       |
| Measure b: Match or exceed the overall CCRPI score of its authorizing school district(s) in each grade band served (elementary, middle, and/or high school).                                                                                                | GMAS | 69.2-not met                      | N/A                   | N/A                   | Not met                                |                       |
| Measure c: Increase its overall CCRPI score by at least 4% of the gap between 100 and the school's previous year overall CCRPI score for each grade band served (elementary, middle, and/or high school).                                                   | GMAS | 2018-69.4, 2019-69.2 - met target | N/A                   | N/A                   | Comparison to prior year not available |                       |

|                                                                                                                                                                                                                                                                                                        |      |                       |     |            |                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------------------|-----|------------|----------------------------------------|
| Measure d: 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). <b>2018 Content Mastery - ES 57.5, MS 64.1, 2019 Content Mastery - ES 67, MS 73.9</b> | GMAS | Met                   | N/A | N/A        | Comparison to prior year not available |
| Measure e: 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). <b>2018 Progress Score - ES 57.5, MS 64.1, 2019 Progress Score ES 67, MS 73.9</b>                   | GMAS | MET                   | N/A | N/A        | Progress score not available           |
| Measure f: Achieve an overall positive Value-Added Impact Score in each grade band served (elementary, middle, and/or high school).                                                                                                                                                                    |      | N/A                   | N/A | N/A        | Data Not Available                     |
| Measure g: Beat the Odds (school-wide measure).                                                                                                                                                                                                                                                        |      | Within Expected Range | N/A | N/A        | Data Not Available                     |
| <b>Academic Goal 2: During the second year of its charter contract term, the Charter School shall:</b>                                                                                                                                                                                                 |      |                       |     |            |                                        |
| Measure a: Increase its overall CCRPI score by at least 4% of the gap between 100 and its previous year overall CCRPI score in each grade band served (elementary, middle, and/or high school).                                                                                                        | GMAS | MET                   | N/A | N/A        | Comparison to prior year not available |
| Measure b: Achieve at least one of the following two performance standards: 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                  | GMAS | MET                   | N/A | N/A        | Comparison to prior year not available |
| Measure b: 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). (and - Measure C)                                                                                   | GMAS | MET                   | N/A | N/A        | Comparison to prior year not available |
| Measure c: Achieve at least one of the following two performance standards: Achieve an overall positive Value-Added Impact Score in each grade band served (elementary, middle, and/or high school)., OR                                                                                               |      | N/A                   | N/A | N/A        | Data Not Available                     |
| Measure c: Beat the Odds (school-wide measure).                                                                                                                                                                                                                                                        |      | Within Expected Range | N/A | N/A        | Data Not Available                     |
| Measure d: Not be on the Turnaround Eligible Schools List published annually by the Governor's Office of Student Achievement or on the list of Tier II or Tier III schools published annually by GADOE.                                                                                                |      | MET                   | N/A | N/A        | MET                                    |
| <b>School Climate Performance Standards:</b>                                                                                                                                                                                                                                                           |      |                       |     |            |                                        |
| Goal 4: During the first year of its charter contract term, the Charter School shall achieve a School Climate Star Rating of 3 or more stars.                                                                                                                                                          |      | 3                     | N/A | N/A        | N/A                                    |
| Goal 3: During the second year of its charter contract term, the Charter School shall achieve a School Climate Star Rating of 4 or more stars.                                                                                                                                                         |      | N/A                   | N/A | N/A        | N/A                                    |
| <b>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.</b>                                                                                                              |      |                       |     |            |                                        |
| Measure a: Not be in default of loan or bond covenant(s) and/or is not delinquent with debt services payments.                                                                                                                                                                                         |      | No default            | MET | No default | MET                                    |

|                                                                                                                                |                           |     |                           |     |
|--------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----|---------------------------|-----|
| Measure b: Achieve a Current Ratio (Working Capital Ratio) that is greater than 1.0 or greater and one-year trend is positive. | (= / >) 1.0, 3 yr + TREND | MET | (= / >) 1.0, 3 yr + TREND | MET |
| Measure c: Possess a Debt to Asset Ratio that is less than 95 percent.                                                         | <95%                      | MET | <95%                      | MET |
| Measure d: Unrestricted Days Cash (Total Expenses/365) is greater than 45 days and the one-year trend is positive.             | >45 days                  | MET | >45 days                  | MET |
| Measure e: Financial Efficiency Rating is 4 Stars or above.                                                                    | 4 stars                   | MET | 4 stars                   | MET |
| Measure f: Audit Compliance                                                                                                    | Compliant audit           | MET | Compliant audit           | MET |

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.

|                                                                                                                                                                                                                                                                                                                         |                             |     |                             |     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----|-----------------------------|-----|
| 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.                                                                                                                           | GA Open Mtgs Act Compliance | MET | GA Open Mtgs Act Compliance | MET |
| Measure b: All governing board members attended all required training, including all training required for any new governing board members. AND                                                                                                                                                                         | Training req. met           | MET | Training req. met           | MET |
| Measure c: c. The Board met a minimum of seven (7) times.                                                                                                                                                                                                                                                               | Min 7 mtgs                  | MET | Min 7 mtgs                  | MET |
| Measure d: Successful implementation of the Teacher and Leader Keys Effectiveness System as verified by GaDOE.                                                                                                                                                                                                          | TKES/LKES Implemented       | MET | TKES/LKES Implemented       | MET |
| 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 | Legal Compliance            | MET | Legal Compliance            | MET |
| Measure f: The Board reflects the sociodemographic diversity of the community it serves.                                                                                                                                                                                                                                | Sociodemographic Diversity  | MET | Sociodemographic Diversity  | MET |

Governance Performance Standards. Goal 7: By the last year of its charter contract term, the Charter School shall implement all Essential or Innovative Features as defined in Section 5 of the chart

|                                                                                                                                                                                                 |     |     |     |     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|
| Goal 7: By the last year of its charter contract term, the Charter School shall implement all Essential or Innovative Features as defined in Section 5 of the charter in all material respects. | N/A | N/A | N/A | N/A |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|

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 | All legal req's implemented   | MET | All legal req's implemented | MET |
| 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).                          | Not on probationary status    | MET | Not on probationary status  | MET |
| 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.                                  | probationary status more than | MET | probationary status more    | MET |

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**KEY:**

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| Met | Progress Made | Not Met |
|-----|---------------|---------|

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| Year 5<br>(2023-2024)              |  |
|                                    |  |
| MET                                |  |
| MET                                |  |
| MET                                |  |
| MET                                |  |
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| all" performance cell. You may add |  |
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| 2022-2023                          |  |
| TBD                                |  |
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| No default | Expected to meet/TBD |
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|                           |                      |
|---------------------------|----------------------|
| (= / >) 1.0, 3 yr + TREND | Expected to meet/TBD |
| <95%                      | Expected to meet/TBD |
| >45 days                  | Expected to meet/TBD |
| 4 stars                   | Expected to meet/TBD |
| Compliant audit           | Expected to meet/TBD |

|                             |                      |
|-----------------------------|----------------------|
| GA Open Mtgs Act Compliance | Expected to meet/TBD |
| Training req. met           | Expected to meet/TBD |
| Min 7 mtgs                  | Expected to meet/TBD |
| TKES/LKES Implemented       | Expected to meet/TBD |
| Legal Compliance            | Expected to meet/TBD |
| Sociodemographic Diversity  | Expected to meet/TBD |

|                                               |                                    |
|-----------------------------------------------|------------------------------------|
| er in all material respects.                  |                                    |
| Implementation of all innovative features are | Expected to meet. All features are |
| All legal req's implemented                   | Expected to meet/TBD               |
| Not on probationary status                    | Expected to meet/TBD               |
| probationary status more than                 | Expected to meet/TBD               |

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Exhibit 6: Governing Board Training Plan - Current Term and Next Term

Exhibit 6-Dekalb Preparatory Academy

| Current Charter Term |                  | FY20          |            |              |               |
|----------------------|------------------|---------------|------------|--------------|---------------|
| Training Category    |                  | Team Training | Governance | Aligned with | Team Training |
| Board Member Name    |                  |               |            |              |               |
|                      | Arnold, Suzette  | Synchronous   | Gov Series | Gov Series   | Synchronous   |
|                      | McKay, Wanda     | Synchronous   | Gov Series | Gov Series   | Synchronous   |
|                      | Shabazz, Karen   | Synchronous   | Gov Series | Gov Series   | Synchronous   |
|                      | Syed, Tamseel    | Synchronous   | Gov Series | Gov Series   | Synchronous   |
|                      | Vassel, Marcus   | Synchronous   | Gov Series | Gov Series   | Synchronous   |
|                      | Walker, Roberta  | Synchronous   | Gov Series | Gov Series   | Synchronous   |
|                      | Wilhite, Janelle | Synchronous   | Gov Series | Gov Series   | Synchronous   |

| Next Charter Term                |                  | FY23          |                 |              |               |
|----------------------------------|------------------|---------------|-----------------|--------------|---------------|
| Training Category                |                  | Team Training | Governance      | Aligned with | Team Training |
| Board Member Name                |                  |               |                 |              |               |
|                                  | Arnold, Suzette  | Synchronous   | Gov Series      | Gov Series   | Synchronous   |
|                                  | McKay, Wanda     | Synchronous   | Gov Series      | Gov Series   | Synchronous   |
|                                  | Shabazz, Karen   | Synchronous   | Gov Series      | Gov Series   | Synchronous   |
|                                  | Syed, Tamseel    | Synchronous   | Gov Series      | Gov Series   | Synchronous   |
|                                  | Vassel, Marcus   | Synchronous   | Gov Series      | Gov Series   | Synchronous   |
|                                  | Walker, Roberta  | Synchronous   | Gov Series      | Gov Series   | Synchronous   |
|                                  | Wilhite, Janelle | Synchronous   | Gov Series      | Gov Series   | Synchronous   |
|                                  |                  |               |                 |              |               |
| New Members (15 hours in year 1) |                  | Team Training | Member Training | Aligned with | Governance    |
| New Member 1 (TBD)               |                  | 3 hrs         | 3 hrs           | 3 hrs        | 3 hrs         |
| New Member 2 (TBD)               |                  | 4 hrs         | 4 hrs           | 4 hrs        | 4 hrs         |

| FY21       |              | FY22          |            |              |
|------------|--------------|---------------|------------|--------------|
| Governance | Aligned with | Team Training | Governance | Aligned with |
|            |              |               |            |              |
| Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |

| FY24       |                                                      | FY25          |            |              | FY25          |            |
|------------|------------------------------------------------------|---------------|------------|--------------|---------------|------------|
| Governance | Aligned with                                         | Team Training | Governance | Aligned with | Team Training | Governance |
|            |                                                      |               |            |              |               |            |
| Gov Series | Gov Series                                           | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series |
| Gov Series | Gov Series                                           | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series |
| Gov Series | Gov Series                                           | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series |
| Gov Series | Gov Series                                           | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series |
| Gov Series | Gov Series                                           | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series |
| Gov Series | Gov Series                                           | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series |
| Gov Series | Gov Series                                           | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series |
|            |                                                      |               |            |              |               |            |
| Budgeting  | Years 2-5 will have the same format for new members. |               |            |              |               |            |
| 3 hrs      |                                                      |               |            |              |               |            |
| 4 hrs      |                                                      |               |            |              |               |            |

|              | FY26          |            |              | FY27          |            |              |
|--------------|---------------|------------|--------------|---------------|------------|--------------|
| Aligned with | Team Training | Governance | Aligned with | Team Training | Governance | Aligned with |
|              |               |            |              |               |            |              |
| Gov Series   | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series   | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series   | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series   | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series   | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series   | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
| Gov Series   | Synchronous   | Gov Series | Gov Series   | Synchronous   | Gov Series | Gov Series   |
|              |               |            |              |               |            |              |

## EXHIBIT 7 - DEKALB PREPARATORY ACADEMY

**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

| <b>Personnel Decisions</b>                                                                                                                                                                                                                                      | <b>Charter School Nonprofit Governing Board</b> | <b>Charter School Management</b> | <b>Local School District*</b> | <b>Post-Secondary Education Partner(s) (if applicable)</b> | <b>Business Partner(s) (if applicable)</b> | <b>Community Partner(s) (if applicable)</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------|-------------------------------|------------------------------------------------------------|--------------------------------------------|---------------------------------------------|
| 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                                                                                                                                                                                                                         |                                                 | ✓                                |                               |                                                            |                                            |                                             |
| <b>Financial Decisions and Resource Allocation</b>                                                                                                                                                                                                              | <b>Charter School Nonprofit Governing Board</b> | <b>Charter School Management</b> | <b>Local School District*</b> | <b>Post-Secondary Education Partner(s) (if applicable)</b> | <b>Business Partner(s) (if applicable)</b> | <b>Community Partner(s) (if applicable)</b> |
| 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 | ✓                                               | ✓                                |                               |                                                            |                                            |                                             |

## Locally-Approved Charter School Partners Roles and Responsibilities Chart

| Set budget priorities with funds received that are aligned with school improvement plan, including personnel, curriculum, supply, equipment, maintenance, operations, and all other costs | ✓                                                                                                              | ✓                         |                        |                                                     |                                     |                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|---------------------------|------------------------|-----------------------------------------------------|-------------------------------------|--------------------------------------|
| 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                                                                                                                                                                | Charter School Nonprofit Governing Board                                                                       | Charter School Management | Local 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

| <b>Curriculum and Instruction (<i>continued</i>)</b>                                                                                                        | <b>Charter School Nonprofit Governing Board</b> | <b>Charter School Management</b> | <b>Local School District*</b> | <b>Post-Secondary Education Partner(s) (if applicable)</b> | <b>Business Partner(s) (if applicable)</b> | <b>Community Partner(s) (if applicable)</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------|-------------------------------|------------------------------------------------------------|--------------------------------------------|---------------------------------------------|
| 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                                                                                  | ✓                                               | ✓                                |                               |                                                            |                                            |                                             |
| <b>Establishing and Monitoring the Achievement of School Improvement Goals</b>                                                                              |                                                 |                                  |                               |                                                            |                                            |                                             |
| 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

| <b>School Operations</b>                                                                                                                                                       |                                                         |                                      |                                   |                                                                             |                                                    |                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--------------------------------------|-----------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------|
|                                                                                                                                                                                | <b>Charter School<br/>Nonprofit<br/>Governing Board</b> | <b>Charter School<br/>Management</b> | <b>Local School<br/>District*</b> | <b>Post-<br/>Secondary<br/>Education<br/>Partner(s)<br/>(if applicable)</b> | <b>Business<br/>Partner(s)<br/>(if applicable)</b> | <b>Community<br/>Partner(s)<br/>(if applicable)</b> |
| 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                                                               | ✓                                                       | ✓                                    |                                   |                                                                             |                                                    |                                                     |

## Locally-Approved Charter School Partners Roles and Responsibilities Chart

|                                                                                                                                      |   |   |  |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------|---|---|--|--|--|--|
| Approve/manage the food service agreement with a vendor or the school system                                                         | ✓ | ✓ |  |  |  |  |
| Establish school size                                                                                                                | ✓ | ✓ |  |  |  |  |
| 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 LBCE retains its constitutional authority*



Congratulations! Your child is now eligible to fully enroll at our school for the upcoming school year.

Once completed, please return your **completed enrollment package** to guarantee your child a quality education for this year and years to come. We welcome you to our school community and look forward to working with your child. Please do not hesitate to call me with any questions or concerns; our door is always open. **Below is a list of documents required to complete the enrollment package. Please fill out one set of the forms for each child and retain a copy of the completed forms for your records.**

**Items Included in this packet to be submitted include:**

- ☐ Student Enrollment Package and Parent Guardian Information
- ☐ Emergency Contact Information
- ☐ Parent Request for Release of Student Records
- ☐ Child Health Assessment
- ☐ Certificate of Immunization
- ☐ Volunteer Form
- ☐ Photograph/Videotape Permission form
- ☐ Attendance Report
- ☐ Behavior Report

**ESSENTIAL documents that must be submitted with the enrollment package:**

- ☐ Birth Certificate
- ☐ Copy of the actual Social Security Card
- ☐ Copy of Immunization Record (form 3231)
- ☐ Proof of Residency (utility Bill, Valid Georgia ID, Lease)
- ☐ Form 3300 (ear, vision and dental)

**Additional documents to be submitted ONLY if they apply to your child:**

- ☐ IEP or 504 *if applicable*
- ☐ Application for Free and Reduced Lunch *if applicable*

**Enrollment document that is NOT NEEDED AT THIS TIME, but will be required following your initial parent-student-teacher meeting. These meetings will occur nearer the school's opening date.**

- ☐ Signed copy of the school's Code of Conduct
- ☐ Signed Technology Use Policy and Permissions

**Note: Failure to return COMPLETED enrollment forms with requested form/document by the deadline date may cause your student to lose their enrollment position in the class!**

If you have any questions regarding this procedure or need assistance completing the forms please contact me.

Sincerely,

Mr. Christopher Estes  
Head of School

1402 Austin Drive, Decatur, GA 30032



STUDENT # \_\_\_\_\_

HOMEROOM TEACHER \_\_\_\_\_

## SECTION 1: Student Information

### Student's Legal Name / Vital Information:

\_\_\_\_\_  
(Last) (First) (Middle) (Suffix)

\_\_\_\_\_  
(Preferred First Name)

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Gender: ☐ M ☐ F

Place of Birth:

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

### **If born outside US:**

date arrived in US: \_\_\_\_/\_\_\_\_/\_\_\_\_

first time in US School: \_\_\_\_/\_\_\_\_/\_\_\_\_

Grade: \_\_\_\_\_ Date Entered 9<sup>th</sup> Grade (if applicable): \_\_\_\_/\_\_\_\_/\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (voluntary)

☐ I understand that my child's Social Security Number will be required for HOPE Scholarship eligibility.

Check one:

☐ Social Security Card Provided

☐ I do not wish to have my child's Social Security Number placed into school records, and I decline the request to provide a copy of the Social Security Card.

## SECTION 2: Ethnicity / Race

**Federally Mandated Questions: Please answer both parts**

**Part A - Ethnicity:** Is the student Hispanic or Latino? (choose *only one*)

- ☐ No, not Hispanic/Latino
- ☐ Yes, Hispanic/Latino (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).

*The above part of the question is about ethnicity, not race. No matter what you selected above, please continue to Part B.*

*Answer the following by marking one or more boxes to indicate what you consider this student's race to be.*

**Part B - Race:** What is the student's race? (choose all that apply)

- ☐ American Indian or Alaska Native (A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.)
- ☐ Asian (A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.)
- ☐ Black or African American (A person having origins in any of the black racial groups of Africa.)
- ☐ Native Hawaiian or Other Pacific Islander (A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.)
- ☐ White (A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.)

---

**School Use Only:**

Reason for Observation: ☐ Parent Refused ☐ Parent Non-Responsive

Observer Completed: ☐ Both Parts ☐ Part A Only ☐ Part B Only

Observer's Name \_\_\_\_\_

Observer's Signature \_\_\_\_\_

Date \_\_\_\_\_



### *SECTION 3: Home Language Survey*

1. What language does this student speak most often at home? \_\_\_\_\_
2. What was the first language this student learned to speak? \_\_\_\_\_
3. List Dialect (if applicable) \_\_\_\_\_

### *SECTION 4: Student's School History*

#### **Did your child attend any of the following?**

- |                                                             |                                                              |
|-------------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Georgia PK Program – Public School | <input type="checkbox"/> Private – not for profit            |
| <input type="checkbox"/> Publicly – Sponsored (Title I)     | <input type="checkbox"/> Private – for profit                |
| <input type="checkbox"/> Head Start                         | <input type="checkbox"/> No Pre-K Program                    |
| <input type="checkbox"/> Other Public School                | <input type="checkbox"/> Georgia PK Program – Private School |

#### **School previously attended:**

Name of school: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Last Day Attendance: \_\_\_\_/\_\_\_\_/\_\_\_\_

#### **SPECIAL PROGRAMS**

#### **Was your child receiving any of the following support services?**

- |                                                                                        |                                                                          |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Early Intervention Program (EIP)                              | <input type="checkbox"/> Remedial Ed Program (REP)                       |
| <input type="checkbox"/> Gifted Program                                                | <input type="checkbox"/> Section 504 Plan                                |
| <input type="checkbox"/> Response to Intervention (RTI)/<br>Student Support Team (SST) | <input type="checkbox"/> Title I Program (TA only – targeted assistance) |
| <input type="checkbox"/> English Language (EL)                                         | <input type="checkbox"/> Readiness Class                                 |

**Was your child receiving special education services (IEP)?** ☐ Yes ☐ No



## SECTION 5: Transportation Type

### **Indicate student's primary intent for transportation:**

Morning:

☐ Bus Rider    ☐ Car Rider    ☐ Walker    ☐ Day Care Bus    ☐ Student Driver

Afternoon:

☐ Bus Rider    ☐ Car Rider    ☐ Walker    ☐ Day Care Bus    ☐ Student Driver

### **EMERGENCY CLOSING INSTRUCTIONS**

Should school be dismissed early, we need to know if your child is to ride the bus, go to day care, or be picked up by you. Weather, plumbing, electrical problems or other emergencies could cause us to dismiss early. It is important that arrangements are made in case of these unforeseen events. Sometimes our phone lines are busy so we cannot rely on a last minute phone call for directions. If the need to close early occurs, our elementary leveled schools would call all day care centers that pick up from their school.

#### **CHECK ONE:**

- ☐ Ride Regular Bus Home  
☐ Parent Pick-up  
☐ Other (please explain):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you. We hope we do not need this information. Please discuss this plan with your child.

## SECTION 6: Health

### **Physical Conditions or Concerns:**

ALLERGIES

☐ Yes ☐ No

ASTHMA

☐ Yes ☐ No

DIABETES

☐ Yes ☐ No

SEIZURE DISORDER

☐ Yes ☐ No

If you answered yes to any of the above, please detail specifics in space provided along with any other physical or mental health issues which may be a concern at school.

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☐ Does your child take any prescribed medications routinely? List \_\_\_\_\_

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## SECTION 7: Discipline

### **Discipline**

☐ Yes ☐ No: Is this student under a current expulsion or suspension order from this or another school system?

☐ Yes ☐ No: Has this student ever been expelled?

If Yes to either of the above, please fill out the following information:

Reason for Expulsion: \_\_\_\_\_

School system: \_\_\_\_\_

Date Expelled or Suspended: \_\_\_\_\_

☐ Yes ☐ No: Has this student been adjudicated delinquent or convicted of murder, voluntary manslaughter, rape, aggravated sodomy, aggravated child molestation, aggravated battery, or armed robbery?

If Yes, where did this offense occur?

\_\_\_\_\_  
Court County State

ANY PERSON WHO KNOWINGLY PROVIDES FALSE INFORMATION OR DOCUMENTATION IN CONNECTION WITH THE REGISTRATION OF A STUDENT MAY BE CRIMINALLY LIABLE UNDER O.C.G.A. 16-10-20. SHOULD SCHOOL OFFICIALS DETERMINE THAT FALSE INFORMATION OR DOCUMENTATION HAS BEEN SUBMITTED, A REPORT WILL BE FILED WITH THE APPROPRIATE LAW ENFORCEMENT OFFICIALS.

### ***SECTION 8: Parent / Legal Guardian Certifications:***

#### ***Please read and initial the following:***

- \_\_\_\_\_ I am authorized to enroll this student, and understand that in compliance with OCGA 20-2-780 that having enrolled the student, I am the only person who can withdraw the student, unless a court order applies.
- \_\_\_\_\_ The address listed on this form is the physical location where the student actually resides.
- \_\_\_\_\_ I have provided the student's Georgia Certificate of Immunization (Form 3231) ~OR~ agree to provide Form 3231 within the time specified on the Notification of Waiver form.
- \_\_\_\_\_ This student is NOT currently on suspension or expulsion status from another school.
- \_\_\_\_\_ I understand that this student's enrollment is contingent, pending receipt of all disciplinary records from any prior schools attended.
- \_\_\_\_\_ I understand that if this student is being provisionally enrolled in \_\_\_\_ grade without all required documentation, this student is being provided educational services based solely on the information I provide. I understand that changes may be made to the services being provided once records are received from previous schools and have been reviewed by appropriate school personnel. This may include, but is not limited to, grade placement, class placement, teacher assigned, type of instructional setting, and any other changes that the school administration deems necessary.
- \_\_\_\_\_ In the event of an emergency I acknowledge that a school representative will take necessary actions to secure medical treatment for my child at the closest available medical provider or medical facility. I acknowledge that such actions may incur charges for which I am responsible.

### ***SECTION 8: Parent / Legal Guardian Signature:***

#### ***My relationship to the student is:***

- ☐ Biological Parent (Step-parents are not allowed to complete the registration process without additional documents)
- ☐ Legal Guardian (documentation needed)
- ☐ Person having lawful Court Order (copy required)
- ☐ Other (Non-Parental Affidavit required)
- ☐ Self / Student (*must be 18 years or older*)

***I hereby certify that all the information contained in this form is true and accurate to the best of my knowledge.***

Printed Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_

Address, if changed from 2016:

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**Dekalb Preparatory Academy**  
1402 Austin Drive  
Decatur, Ga 30032  
(404) 937-2000

Student Name \_\_\_\_\_ Grade \_\_\_\_\_

### Important School Procedures

**Please initial by each procedure, sign and date where indicated, so that we may be sure that you have been made aware of the school procedures for this school year.**

- \_\_\_\_\_ Dekalb Preparatory Academy scholars wear school uniforms **daily** (Monday – Friday) as outlined in the Parent and Student Handbook.
- \_\_\_\_\_ **All students arriving after 7:30 a.m. must be signed in by a parent, guardian, or the person bringing the student to school. Students are not allowed to sign themselves in. Students must be in school by 11:00 AM or they will be counted absent.**
- \_\_\_\_\_ **No student may be checked out after 2:00 p.m.** This protects the end of the day instructional time.
- \_\_\_\_\_ **We do not take phone calls for dismissal changes.** Any changes in dismissal procedures must be in writing and received no later than 1:00 pm of the day the dismissal change is to take effect.
- \_\_\_\_\_ **All car riders and nursery van riders must be picked up NO LATER THAN 3:30 p.m.** All afternoon duty personnel leave at 3:45 p.m. therefore there is **no one** to watch your child.
- \_\_\_\_\_ **Each time you visit the school, you will be asked to sign in and get a visitor's badge. Please remember to sign out.**
- \_\_\_\_\_ The circular drive is the official bus lane; please refrain from parking in the circular drive if a bus is there, if you arrive after 12:30 or if you plan on staying 1 minute or longer.
- \_\_\_\_\_ In the event that your child needs to withdraw, Dekalb Preparatory Academy requires a written request at least 48 hours in advance, in order to have the paperwork ready for you. All charges must be cleared and all books must be returned **before** any paperwork is released. You must sign the withdrawal form **before** it can be released to you. Only the person that registered the child can withdraw the student.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

**Dekalb Preparatory Academy**  
1402 Austin Drive  
Decatur, Ga 30032  
(404) 937-2000

STUDENT NAME \_\_\_\_\_

GRADE \_\_\_\_\_

**Permission for Educational Field Trips**

Every child enrolled in a DeKalb County School has the privilege of participating in several educational field trips throughout the school year. These field trips support the instructional program and curriculum objectives in the classroom.

Some of our field trips do not cost students. However, other scheduled field trips may request a nominal fee to cover admission and transportation.

My child, \_\_\_\_\_,  
Please Print

has my permission to attend **all** educational field trips.

Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

**Permission to Transport**

I hereby grant the school authorities present (during any emergency or accident involving the student named hereon) to obtain the services of a physician and/or to transport the student to a hospital. I also hereby grant permission to the physician to treat the student unless I am present and request otherwise or until I later request otherwise.

I hereby grant the school permission to call 911 - ☐ Yes ☐ No

My child, \_\_\_\_\_,  
Please Print

has my permission to be transported to the nearest hospital if deemed necessary by EMS personnel.

Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

**Health Conditions /Physical Limitations**

If your child has had any health concerns or physical limitations or is taking any type of medication, we need to know this. Please list any health problem or medical concerns that may prevent your child from participating in any physical activity associated with physical education (example: asthma, allergies, diabetes, reactions to insect bites, seizures, etc.) Please include any symptoms that might be early warning signs and what is to be done if an emergency should occur. If no health problems or medical concerns exist, please indicate with "NONE" or "N/A".

Students will be expected to participate each day in physical activities, and will need written documentation to be excused from physical education class. This excuse from you will be accepted for three consecutive days, after that time, a doctor's excuse is required.

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Please indicate if this is a life threatening condition ☐ Yes

Please print legibly, in the event of an emergency with your child, we need to be able to read the above information.

Parent/Guardian \_\_\_\_\_

Contact # \_\_\_\_\_

Parent/Guardian \_\_\_\_\_

Contact # \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Contact # \_\_\_\_\_

Contact # \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Contact # \_\_\_\_\_

Contact # \_\_\_\_\_

**Dekalb Preparatory Academy**

1402 Austin Drive  
Decatur, Ga 30032  
(404) 937-2000

STUDENT NAME \_\_\_\_\_

GRADE \_\_\_\_\_

**Permission To Use Image Photograph, Video Or Audio**

I hereby grant DeKalb County School District (DCSD) and its assigns the right to use photo and/or video images and sound for use as news and/or educational programs including but not limited to videos that promote civic responsibility in whole or in part for any currently known media or media to be developed.

I agree to release the DeKalb County School District from any and all claims, damages, liabilities and costs I now or might have regarding my appearance in association with news stories and/or educational programs.

I hereby release all rights that I, my heirs, or assigns might have now or in the future to all or part of the said production, including but not limited to the publishing, printing, development, editing, and use in newspapers and other forms of print media, broadcasting, cablecasting, webcasting, podcasting, video on demand, or any other public or private presentation or screening purposes by the DeKalb County School District or its assigns.

I knowingly and willingly waive any and all rights or entitlements, including payments for my appearance or for the subsequent distribution of the products related to this program.

Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

**Internet Standards Use Conditions**

**Student Responsibilities:**

- Students will observe the standard of courtesy and behavior consistent with the practices and policies of DeKalb County Schools when sending or publishing messages or transmitting data or other information on the Internet.
- Students must only use their unique user ID to log-in to any workstation.
- Students must not share their user ID's passwords or user accounts with others and must make all efforts to safeguard any information from unauthorized users.
- Students may not attempt to access information for which they are not authorized.
- Students will use the system for instructional purposes only as it relates to classroom and curricular assignments and activities.
- Students must never disconnect any component of any workstation.
- Students are not allowed to use any illegal copies of software on any workstation.

Parent Signature \_\_\_\_\_

Date \_\_\_\_\_



# DEKALB COUNTY SCHOOL DISTRICT

## STUDENT HEALTH INFORMATION

Student's Name \_\_\_\_\_

M or F (please circle one) Birth Date \_\_\_\_\_ Grade \_\_\_\_\_

School Panola Way Elementary Date \_\_\_\_\_

Please check any of the following that applies to student:

|                                                             |                                                                 |
|-------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> ADD                                | <input type="checkbox"/> Hypertension                           |
| <input type="checkbox"/> ADHD                               | <input type="checkbox"/> Injury, Major                          |
| <input type="checkbox"/> Allergies: Specific type _____     | <input type="checkbox"/> Kidney Disease                         |
| <input type="checkbox"/> Is EpiPen required? Yes ___ No ___ | <input type="checkbox"/> Leukemia                               |
| <input type="checkbox"/> Asthma                             | <input type="checkbox"/> Nosebleeds (frequent)                  |
| <input type="checkbox"/> Reactive Airway                    | <input type="checkbox"/> Organ Transplant                       |
| <input type="checkbox"/> Frequent Bronchitis                | <input type="checkbox"/> (Please circle) Liver / Heart / Kidney |
| <input type="checkbox"/> Chemotherapy / Immuno-Suppression  | <input type="checkbox"/> Orthopedic Problems                    |
| <input type="checkbox"/> Cystic Fibrosis                    | <input type="checkbox"/> Migraine Headaches                     |
| <input type="checkbox"/> Depression                         | <input type="checkbox"/> Muscular Dystrophy                     |
| <input type="checkbox"/> Diabetes: Type 1 ___ Type 2 ___    | <input type="checkbox"/> Pityriasis Rosea                       |
| <input type="checkbox"/> Eating Disorder                    | <input type="checkbox"/> Pneumonia                              |
| <input type="checkbox"/> Underweight                        | <input type="checkbox"/> Psoriasis                              |
| <input type="checkbox"/> Overweight                         | <input type="checkbox"/> Rheumatic Fever                        |
| <input type="checkbox"/> Head Injuries                      | <input type="checkbox"/> Seizure Disorder                       |
| <input type="checkbox"/> Hearing Loss                       | <input type="checkbox"/> Sickle Cell Anemia                     |
| <input type="checkbox"/> Heart Disease                      | <input type="checkbox"/> TB                                     |
| <input type="checkbox"/> Hemophilia                         | <input type="checkbox"/> Vision Loss                            |
| <input type="checkbox"/> Hepatitis                          |                                                                 |

Is the condition listed above life threatening? Yes \_\_\_ No \_\_\_

If this student has any of the above, did he/she receive medical care? Yes \_\_\_ No \_\_\_

Is the student under medical treatment now? Yes \_\_\_ No \_\_\_

If yes, what kind of medical treatment? \_\_\_\_\_

Is the student on any kind of medication(s)? Yes \_\_\_ No \_\_\_

If yes, please list medications(s) \_\_\_\_\_

**NOTE:** Please see school health personnel for a Doctor/Parent Medication Permission Form.  
A Physician MUST sign a form for EACH prescribed medication to be taken in school.

Parent / Guardian Signature \_\_\_\_\_

(Phone Number) \_\_\_\_\_

THIS INFORMATION IS CONFIDENTIAL AND OPTIONAL. PLEASE RETURN FORM TO CLINIC AT YOUR SCHOOL.

7/2014



## Student Records Request

\_\_\_\_\_  
Name of Previous School

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
Phone Fax

**Please send records for the student listed below:**

Full Name \_\_\_\_\_ Birthdate \_\_\_\_\_  
Last First Middle

**These records may be sent to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **TYPE OF RECORDS TO BE RELEASED:**

- ☐ Withdrawal Form Including Grades
- ☐ Health Records, Birth Certificate
- ☐ Current Grade Level \_\_\_\_\_
- ☐ Official Transcript
- ☐ Current Testing Data
- ☐ Disciplinary Record

Is student currently on suspension or expulsion? \_\_\_\_Yes \_\_\_\_No

**Please return this form when sending records.**

Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Parent/Guardian

Per Georgia DOE Board Rule 160-5-1-14, schools must mail or otherwise deliver records within ten (10) calendar days of receipt of request. Schools shall not withhold any student record because of non-payment of fees.

The final regulations of the Family Education Rights and Privacy Act (FERPA), 1976 (Buckley Amendment) no longer requires written parental consent to release student educational records between schools. These rules state that school officials in school systems in which the student may intend to enroll may release and receive student's records without written consent for each release.



**NOTICE/AUTHORIZATION TO RELEASE/EXCHANGE CONFIDENTIAL INFORMATION**

**DeKalb County School District**

DeKalb Preparatory Academy  
1402 Austin Drive  
Decatur, Georgia 30032  
Telephone 404-937-2000  
FAX 404-937-2000

Date: \_\_\_\_\_

Student's Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Grade: \_\_\_\_\_

School Attended: \_\_\_\_\_

To Agency: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Department: \_\_\_\_\_

Current Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

**You are hereby authorized to release confidential information for the above named student. This information will be used in the placement and planning of an educational program. It is understood that the party to whom this information is released will not be released to a third party without authorized consent.**

**Type of documents to be released:**

- ☐ Permanent Record/Transcript/Progress Report
- ☐ Referral Documentation
- ☐ Vision/Hearing Screening-Results/Date
- ☒ Consent Forms
- ☒ Psychological/Intellectual Report
- ☐ Psychiatric
- ☐ Educational/Achievement
- ☐ Adaptive Behavior Report
- ☐ Classroom Observation
- ☐ Social History
- ☐ Anecdotal Record
- ☐ Behavioral Checklist
- ☒ All Data for Appropriate Educational Placement

- ☐ On going communication
- ☐ Statement of Status (SLD)
- ☐ Analyzed Work Samples
- ☒ Eligibility Report/Supporting Documentation
- ☐ Medical Records
- ☒ Due Process Checklist
- ☒ Educational Placement Conference Minutes
- ☒ Individualized Education Plan
- ☐ Discipline Records
- ☒ Pertinent information to develop an I.E.P.
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

**Please forward the information requested to the following address:**

**DeKalb County School District**  
DeKalb Preparatory Academy  
1402 Austin Drive  
Decatur, Georgia 30032

Phone 404-937-2000  
Fax 404-937-2000

**I understand that the granting of consent is voluntary on my part. I understand and agree to the above statement.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Parent/Guardian/Surrogate/Student (if 18 years old)

In compliance with the procedural safeguards provisions of IDEA, this is to notify you, \_\_\_\_\_ that records for the above have been released to: \_\_\_\_\_  
(Education Agency/School System)

School Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(7/06)

**FOR OFFICE USE ONLY**

Process Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Student's First Day of School: \_\_\_\_/\_\_\_\_/\_\_\_\_ Student's Last Day of School: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Student Number \_\_\_\_\_ Enrollment Code: \_\_\_\_\_ Previous School ID#: \_\_\_\_\_ Previous School Student #: \_\_\_\_\_  
 Letter to Release Records sent: \_\_\_\_/\_\_\_\_/\_\_\_\_ School Records Received: \_\_\_\_/\_\_\_\_/\_\_\_\_ Sp. Ed. Records Received: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Code of Conduct Acknowledgement Returned: ☐ Yes Evidence of Enrollment Received: ☐ Yes

**Enrollment Package**

(Required by State)

All student information is protected by the Family Educational Rights to Privacy Act for the purpose of protecting student confidentiality

**STUDENT BASIC INFORMATION**

|                                                     |                                                                                                                                                                                                                                                                                                                                                                  |                                               |  |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--|
| Student's Last Name:                                |                                                                                                                                                                                                                                                                                                                                                                  |                                               |  |
| Student's First Name:                               |                                                                                                                                                                                                                                                                                                                                                                  | Middle Name:                                  |  |
| Student's Date of Birth                             |                                                                                                                                                                                                                                                                                                                                                                  |                                               |  |
| Student's Gender                                    | <input type="checkbox"/> Male <input type="checkbox"/> Female                                                                                                                                                                                                                                                                                                    | ⇒ <b>Note: Must Provide Birth Certificate</b> |  |
| How will Student be transported to and from school? | Student's Age: _____                                                                                                                                                                                                                                                                                                                                             |                                               |  |
|                                                     | <input type="checkbox"/> Parent Driver <input type="checkbox"/> Carpool <input type="checkbox"/> Bus <input type="checkbox"/> Walk <input type="checkbox"/> Day Care Van<br><input type="checkbox"/> Parent Walker (Gate) <input type="checkbox"/> City Bus <input type="checkbox"/> Other: (Explain): _____                                                     |                                               |  |
| Student Bus # (if applicable):                      |                                                                                                                                                                                                                                                                                                                                                                  |                                               |  |
| School District of Residence                        | district of residence where parent/guardian lives                                                                                                                                                                                                                                                                                                                |                                               |  |
| Student can be picked up by:                        | Name:                                                                                                                                                                                                                                                                                                                                                            | Relation to Child:                            |  |
|                                                     | Name:                                                                                                                                                                                                                                                                                                                                                            | Relation to Child:                            |  |
|                                                     | Name:                                                                                                                                                                                                                                                                                                                                                            | Relation to Child:                            |  |
|                                                     | Name:                                                                                                                                                                                                                                                                                                                                                            | Relation to Child:                            |  |
| Grade Level                                         | <input type="checkbox"/> Pre-K <input type="checkbox"/> K <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/> 5th <input type="checkbox"/> 6th <input type="checkbox"/> 7th <input type="checkbox"/> 8th                                                                |                                               |  |
| Student's Social Security #                         |                                                                                                                                                                                                                                                                                                                                                                  |                                               |  |
| Student Home Phone                                  |                                                                                                                                                                                                                                                                                                                                                                  |                                               |  |
| Home Email                                          |                                                                                                                                                                                                                                                                                                                                                                  |                                               |  |
| Student lives                                       | <input type="checkbox"/> Both Biological Parents <input type="checkbox"/> Mother Only <input type="checkbox"/> Father Only <input type="checkbox"/> Legal Guardian<br><input type="checkbox"/> Both Parents Alternately:<br>If both Parents alternately please indicate <b>Custodial Parent:</b> <input type="checkbox"/> Mother <input type="checkbox"/> Father |                                               |  |
| Student Ethnicity:                                  | <input type="checkbox"/> African American (Non-Hispanic) <input type="checkbox"/> American Indian / Alaskan Native<br><input type="checkbox"/> Asian / Pacific Islander <input type="checkbox"/> Hispanic <input type="checkbox"/> White (Non-Hispanic)                                                                                                          |                                               |  |
| (if applicable) Country of Origin                   | Date Student Entered USA: _____                                                                                                                                                                                                                                                                                                                                  |                                               |  |
| Native Language:                                    | Is there a primary language other than English spoken in the home: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, what language? _____<br>Does your child speak a language other than English? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, what language? _____                                                     |                                               |  |

The following question is intended to address the McKinney-Vento Act.  
 Your response will help administrators determine residency documents necessary for enrollment of this student

Student lives ☐ in a house ☐ in an apartment ☐ in a shelter ☐ in a motel, car, campsite  
☐ in a house w/more than one family ☐ with friends or family other than parent/guardian

**STUDENT ADDRESS INFORMATION**

I do ☐ or do not ☐ give my permission to include our child and family in the school directory

|                                       |                                                                                                   |  |
|---------------------------------------|---------------------------------------------------------------------------------------------------|--|
| Street Address<br>Where Student Lives | Street:                                                                                           |  |
|                                       | City, State, Zip:                                                                                 |  |
| Mailing Address                       | <input type="checkbox"/> Same as Above or <input type="checkbox"/> Use the mailing address below: |  |
|                                       | Street:                                                                                           |  |
|                                       | City, State, Zip:                                                                                 |  |



|                                                         |                                                                                      |                       |
|---------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------|
| Do you need a second mailing to a non-custodial parent? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | Street:               |
|                                                         | If <b>yes</b> – Provide Address: here ➡                                              | City, State, and Zip: |

### STUDENT EDUCATION INFORMATION

|                                                                 |                                                                                                                                                                                                                   |  |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Name of Most Recent School                                      | Who was your favorite teacher?                                                                                                                                                                                    |  |
| Address of Former School                                        |                                                                                                                                                                                                                   |  |
| Previous Grade                                                  | Has your child ever been retained in any grade? <input type="checkbox"/> Yes Grade: <input type="checkbox"/> No                                                                                                   |  |
| Was your child receiving Special Education Services?            | <input type="checkbox"/> No <input type="checkbox"/> Yes; <b>do you have your child's special education records (IEP)?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If yes, attach copy</i> |  |
| If your child receives Special Services complete this section ➡ | When and where was testing performed? Date: ____/____/____ Location: _____                                                                                                                                        |  |
|                                                                 | How many hours of Special Education/Services does your child receive per week? _____                                                                                                                              |  |
|                                                                 | Does the child have a 504 Plan? <input type="checkbox"/> Yes (Date Plan Developed: ____/____/____) <input type="checkbox"/> No                                                                                    |  |

### STUDENT PARENT INFORMATION

| Relationship                         | Name                                                            | Home Phone                                                      | Work Phone /Employer                                                 | Cell Phone # | E-Mail Address                                                    |
|--------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------|--------------|-------------------------------------------------------------------|
| Mother/Guardian                      |                                                                 |                                                                 |                                                                      |              |                                                                   |
| Father/Guardian                      |                                                                 |                                                                 |                                                                      |              |                                                                   |
| Step Parent                          |                                                                 |                                                                 |                                                                      |              |                                                                   |
| Active Duty Military Service Member? | Mother <input type="checkbox"/> Yes <input type="checkbox"/> No | Father <input type="checkbox"/> Yes <input type="checkbox"/> No | Step Parent <input type="checkbox"/> Yes <input type="checkbox"/> No |              | Guardian <input type="checkbox"/> Yes <input type="checkbox"/> No |

### STUDENT EMERGENCY CONTACT INFORMATION (in addition to parents)

| Emergency Contact | Relationship | Emergency Phone # | Emergency Work Phone # | Emergency Cellular Phone # |
|-------------------|--------------|-------------------|------------------------|----------------------------|
|                   |              |                   |                        |                            |
|                   |              |                   |                        |                            |
|                   |              |                   |                        |                            |

### STUDENT EMERGENCY CARE PERMISSION

Name of Child: \_\_\_\_\_ Age: \_\_\_\_\_ years \_\_\_\_\_ months

I hereby give permission to the staff of the school to secure emergency medical treatment for the above named child while under their supervision: ☐ Yes ☐ No - I do not give permission for the school to secure medical treatment

In the event emergency medical treatment is required, I give consent for my child to be transferred to the nearest medical facility and if necessary to be treated by a qualified physician. I understand that the school can **not** transport my child to the nearest medical facility. In the event that I can not be contacted and if my designated emergency contact is not available, I understand and agree that the school staff will telephone 911 for emergency medical assistance.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

### STUDENT HEALTH INFORMATION

|                                                                                   |                                                                 |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Doctor's Name                                                                     | Doctor's Phone                                                  |
| Dentist's Name                                                                    | Dentist's Phone                                                 |
| Preferred Hospital                                                                | Date of Last Physical                                           |
| Health Insurance Policy Name and Number                                           | Date of Last Tetanus Shot                                       |
| Medical Alert                                                                     | Medical Concerns                                                |
| <b>Critical Health Issues (i.e. diabetes, hemophilia; severe allergies, etc.)</b> | <b>Chronic Health Concerns (i.e. allergies; skin disorders)</b> |
| List any special services your child has received in the last three (3) years     | Other Information                                               |

The information provided above is true and accurate: \_\_\_\_\_

Parent/Guardian Signature & Date



**“Where every student has a gift”**

## **Volunteer Registration Form**

Dekalb Preparatory Academy (DPA) requires all volunteers to complete this form. A background check will be required for a volunteer who will be alone with children for any extended period of time or who will be participating in any overnight field trip or event (except parents accompanying their own children) and may be required by “regular volunteer(s)”. For the purpose of a volunteer background check, “regular volunteers” are those volunteers who volunteers more than two (2) hours per day, at least one (1) day per week, per month during the school year.

**Please print clearly and return to the Parent Resource Center**

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_ #Yrs. \_\_\_\_\_

Email Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

Student (s) Name (s) and Grade (s) \_\_\_\_\_

Have you ever been arrested? Please circle the correct answer YES or NO

If yes, please explain on reverse of this page or on an attachment.

If arrested, have you ever been convicted of a crime? Please circle the correct answer YES or NO

If yes, please explain on reverse of this page or on an attachment.

I authorize Dekalb Preparatory Academy to review my personal background. I further authorize DPA to receive any criminal history record information pertaining to me, which may be in the files of any federal, state, or local criminal justice agency. I understand that prior convictions may not exclude me from volunteering at DPA. I also understand that any misrepresentations on this statement will result in disqualification for volunteer services at DPA. I hereby release Dekalb Preparatory Academy, it's Board and agents, as well as all providers of information, from any liability related to furnishing and receiving information related to arrests and convictions.

Signature \_\_\_\_\_

Date \_\_\_\_\_



“Where every student has a gift”

### Volunteer Parent Survey

Dear Parent(s)/Guardian(s),

We at DPA truly appreciate your willingness to assist us in ensuring our students' success. By partnering with our school, you are demonstrating to our scholars that they are important enough for you to spend time with us.

Listed below are some areas in which you can assist us (Please check all that apply to you):

- ☐ Morning Duty
- ☐ Carpool Duty
- ☐ Greeter/Reception
- ☐ Bulletin Boards
- ☐ Copying/ Filing
- ☐ Event Planning/ Festival/ Party Set-Up
- ☐ Stage Set-Up
- ☐ Gardening
- ☐ Photography
- ☐ D.J.
- ☐ Media Center
- ☐ Security
- ☐ Book Fair
- ☐ Cafeteria Duty
- ☐ Inventory
- ☐ Subject Matter Expert/ Area of Expertise
- ☐ Fundraising/ Development
- ☐ Other \_\_\_\_\_

Parent's Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Student's Name \_\_\_\_\_ Homeroom Teacher \_\_\_\_\_





## DEKALB PREPARATORY ACADEMY EMERGENCY CONTACT

Last Name  First Name  MI

Gender ☐ Male ☐ Female Birth Date    Grade

Call Sequence: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6

☐ Can pick up child?

Last Name  First Name  Relationship

Language  Place of Employment

Address     
Street City State Zip

( ) ( ) ( )  
Home Phone Work Phone Extn Fax#

( ) ( )  
Cell Phone Pager# Email Address

Call Sequence: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6

☐ Can pick up child?

Last Name  First Name  Relationship

Language  Place of Employment

Address     
Street City State Zip

( ) ( ) ( )  
Home Phone Work Phone Extn Fax#

( ) ( )  
Cell Phone Pager# Email Address

Call Sequence: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6

☐ Can pick up child?

Last Name  First Name  Relationship

Language  Place of Employment

Address     
Street City State Zip

( ) ( ) ( )  
Home Phone Work Phone Extn Fax#

( ) ( )  
Cell Phone Pager# Email Address

Call Sequence: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6

☐ Can pick up child?



**FOR OFFICE USE ONLY**

Process Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Student's First Day of School: \_\_\_\_/\_\_\_\_/\_\_\_\_ Student's Last Day of School: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Student Number \_\_\_\_\_ Enrollment Code: \_\_\_\_\_ Previous School ID#: \_\_\_\_\_ Previous School Student #: \_\_\_\_\_  
 Letter to Release Records sent: \_\_\_\_/\_\_\_\_/\_\_\_\_ School Records Received: \_\_\_\_/\_\_\_\_/\_\_\_\_ Sp. Ed. Records Received: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Code of Conduct Acknowledgement Returned: ☐ Yes Evidence of Enrollment Received: ☐ Yes

**Enrollment Package**

(Required by State)

All student information is protected by the Family Educational Rights to Privacy Act for the purpose of protecting student confidentiality

**STUDENT BASIC INFORMATION**

|                                                     |                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Student's Last Name:                                |                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
| Student's First Name:                               |                                                                                                                                                                                                                                                                                                                                                                                                 | Middle Name:                                  |
| Student's Date of Birth                             |                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
| Student's Gender                                    | <input type="checkbox"/> Male <input type="checkbox"/> Female                                                                                                                                                                                                                                                                                                                                   | ⇒ <b>Note: Must Provide Birth Certificate</b> |
| How will Student be transported to and from school? | <input type="checkbox"/> Parent Driver <input type="checkbox"/> Carpool <input type="checkbox"/> Bus <input type="checkbox"/> Walk <input type="checkbox"/> Day Care Van<br><input type="checkbox"/> Parent Walker (Gate) <input type="checkbox"/> City Bus <input type="checkbox"/> Other: (Explain): _____                                                                                    |                                               |
| Student's Age:                                      |                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
| Student Bus # (if applicable):                      |                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
| School District of Residence                        | district of residence where parent/guardian lives                                                                                                                                                                                                                                                                                                                                               |                                               |
| Student can be picked up by:                        | Name:                                                                                                                                                                                                                                                                                                                                                                                           | Relation to Child:                            |
|                                                     | Name:                                                                                                                                                                                                                                                                                                                                                                                           | Relation to Child:                            |
|                                                     | Name:                                                                                                                                                                                                                                                                                                                                                                                           | Relation to Child:                            |
|                                                     | Name:                                                                                                                                                                                                                                                                                                                                                                                           | Relation to Child:                            |
| Grade Level                                         | <input type="checkbox"/> Pre-K <input type="checkbox"/> K <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/> 5th <input type="checkbox"/> 6th <input type="checkbox"/> 7th <input type="checkbox"/> 8th                                                                                               |                                               |
| Student's Social Security #                         |                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
| Student Home Phone                                  |                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
| Home Email                                          |                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
| Student lives                                       | <input type="checkbox"/> Both Biological Parents <input type="checkbox"/> Mother Only <input type="checkbox"/> Father Only <input type="checkbox"/> Legal Guardian<br><input type="checkbox"/> Both Parents Alternately:                                                                                                                                                                        |                                               |
| Student Ethnicity:                                  | If both Parents alternately please indicate <b>Custodial Parent:</b> <input type="checkbox"/> Mother <input type="checkbox"/> Father<br><input type="checkbox"/> African American (Non-Hispanic) <input type="checkbox"/> American Indian / Alaskan Native<br><input type="checkbox"/> Asian / Pacific Islander <input type="checkbox"/> Hispanic <input type="checkbox"/> White (Non-Hispanic) |                                               |
| (if applicable) Country of Origin                   | Date Student Entered USA: _____                                                                                                                                                                                                                                                                                                                                                                 |                                               |
| Native Language:                                    | Is there a primary language other than English spoken in the home: <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                     |                                               |
|                                                     | If yes, what language? _____                                                                                                                                                                                                                                                                                                                                                                    |                                               |
|                                                     | Does your child speak a language other than English? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                   |                                               |
|                                                     | If yes, what language? _____                                                                                                                                                                                                                                                                                                                                                                    |                                               |

The following question is intended to address the McKinney-Vento Act  
 Your response will help administrators determine residency documents necessary for enrollment of this student

Student lives ☐ in a house ☐ in an apartment ☐ in a shelter ☐ in a motel, car, campsite  
☐ in a house w/more than one family ☐ with friends or family other than parent/guardian

**STUDENT ADDRESS INFORMATION**

I do ☐ or do not ☐ give my permission to include our child and family in the school directory

|                                       |                                                                                                   |
|---------------------------------------|---------------------------------------------------------------------------------------------------|
| Street Address<br>Where Student Lives | Street:                                                                                           |
|                                       | City, State, Zip:                                                                                 |
| Mailing Address                       | <input type="checkbox"/> Same as Above or <input type="checkbox"/> Use the mailing address below: |
|                                       | Street:                                                                                           |
|                                       | City, State, Zip:                                                                                 |





|                                                         |                                                                                      |                       |
|---------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------|
| Do you need a second mailing to a non-custodial parent? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | Street:               |
|                                                         | If <b>yes</b> – Provide Address: here ➡                                              | City, State, and Zip: |

### STUDENT EDUCATION INFORMATION

|                                                                 |                                                                                                                                                                                                                   |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Most Recent School                                      | Who was your favorite teacher?                                                                                                                                                                                    |
| Address of Former School                                        |                                                                                                                                                                                                                   |
| Previous Grade                                                  | Has your child ever been retained in any grade? <input type="checkbox"/> Yes Grade: <input type="checkbox"/> No                                                                                                   |
| Was your child receiving Special Education Services?            | <input type="checkbox"/> No <input type="checkbox"/> Yes; <i>do you have your child's special education records (IEP)?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If yes, attach copy</i> |
| If your child receives Special Services complete this section ➡ | When and where was testing performed? Date: ____/____/____ Location: _____                                                                                                                                        |
|                                                                 | How many hours of Special Education/Services does your child receive per week? _____                                                                                                                              |
|                                                                 | Does the child have a 504 Plan? <input type="checkbox"/> Yes (Date Plan Developed: ____/____/____) <input type="checkbox"/> No                                                                                    |

### STUDENT PARENT INFORMATION

| Relationship                         | Name                                                            | Home Phone                                                      | Work Phone /Employer                                                 | Cell Phone # | E-Mail Address                                                    |
|--------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------|--------------|-------------------------------------------------------------------|
| Mother/Guardian                      |                                                                 |                                                                 |                                                                      |              |                                                                   |
| Father/Guardian                      |                                                                 |                                                                 |                                                                      |              |                                                                   |
| Step Parent                          |                                                                 |                                                                 |                                                                      |              |                                                                   |
| Active Duty Military Service Member? | Mother <input type="checkbox"/> Yes <input type="checkbox"/> No | Father <input type="checkbox"/> Yes <input type="checkbox"/> No | Step Parent <input type="checkbox"/> Yes <input type="checkbox"/> No |              | Guardian <input type="checkbox"/> Yes <input type="checkbox"/> No |

### STUDENT EMERGENCY CONTACT INFORMATION (in addition to parents)

| Emergency Contact | Relationship | Emergency Phone # | Emergency Work Phone # | Emergency Cellular Phone # |
|-------------------|--------------|-------------------|------------------------|----------------------------|
|                   |              |                   |                        |                            |
|                   |              |                   |                        |                            |
|                   |              |                   |                        |                            |

### STUDENT EMERGENCY CARE PERMISSION

Name of Child: \_\_\_\_\_ Age: \_\_\_\_\_ years \_\_\_\_\_ months

I hereby give permission to the staff of the school to secure emergency medical treatment for the above named child while under their supervision: ☐ Yes ☐ No - I do not give permission for the school to secure medical treatment

In the event emergency medical treatment is required, I give consent for my child to be transferred to the nearest medical facility and if necessary to be treated by a qualified physician. I understand that the school can not transport my child to the nearest medical facility. In the event that I can not be contacted and if my designated emergency contact is not available, I understand and agree that the school staff will telephone 911 for emergency medical assistance.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

### STUDENT HEALTH INFORMATION

|                                                                                                    |                                                                                     |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Doctor's Name                                                                                      | Doctor's Phone                                                                      |
| Dentist's Name                                                                                     | Dentist's Phone                                                                     |
| Preferred Hospital                                                                                 | Date of Last Physical                                                               |
| Health Insurance Policy Name and Number                                                            | Date of Last Tetanus Shot                                                           |
| Medical Alert<br><i>Critical Health Issues (i.e. diabetes, hemophilia; severe allergies, etc.)</i> | Medical Concerns<br><i>Chronic Health Concerns (i.e. allergies; skin disorders)</i> |
| List any special services your child has received in the last three (3) years                      | Other Information                                                                   |

**The information provided above is true and accurate:** \_\_\_\_\_  
Parent/Guardian Signature & Date



## ADMISSIONS

Dekalb Preparatory Academy is a charter school open to any student (K-8) that resides within Dekalb County School District. There are no primary and secondary zones. Charter schools, as well as public schools, must comply with state and federal regulations, and **admissions are open to students in accordance with the school's charter agreement.**

Annually, most grades have a wait list. However, the length of the waiting list varies depending on the grade. Dekalb Preparatory Academy does not maintain a waiting list from previous school years. ***Parents must re-submit an application for the following school year during that year's application period.***

### **Admissions Policy:**

Returning students and new applicants will be enrolled subject to the following priorities:

- Students who attended Dekalb Preparatory Academy during the previous school year
- Siblings of students who attended Dekalb Preparatory Academy during the previous school year
- The children of teachers, staff and board members at Dekalb Preparatory Academy not falling under the first two criteria above, including children of teachers and staff who live outside of Dekalb County
- Students who reside in the Dekalb county School District service area

When demand for enrollment exceeds available capacity for prospective students from the criteria above, Dekalb Preparatory Academy will create a waiting list by grade. Dekalb Preparatory Academy will use a lottery to make selections according to the stipulated priorities in the school charter.

### **New Student Application Requirements:**

Open enrollment applications are made available on the website through the Lotterease online application system. The application is posted in the month of January for all prospective families. All applicants must enter their information into the application for the lottery that is conducted the last week in February, prior to the March 1<sup>st</sup> deadline. You will receive an email confirmation once the registration is complete and will automatically be notified of the lottery results once the lottery has been verified. If you have any questions regarding the lottery or registration process, please contact the school registrar at 404-937-2000.

The school will notify you according to your desired form of notification (email, phone...) designated when you first registered. Should contact information change it is your responsibility to notify Mattie Reid at [mreid@dekalbprepacademy.org](mailto:mreid@dekalbprepacademy.org) of that change.

Parents/guardians will have ten (10) business days from the date of notification to turn in a completed enrollment packet. If enrollment packets are not received by 3:00 PM on the tenth day, the parents/guardians will forfeit their slot to the next wait listed student.

**Re-Enrollment:**

To secure your child's place at DPA for the next school year, you must officially complete the enrollment process and complete ½ of the allotted hours of your volunteer requirement (10 hours).

**Withdrawal**

Parents needing to withdraw their child should come by the front office to request a withdrawal form. A Withdrawal Form is necessary when a family removes a student from the school during the school year. The withdrawal must be signed. We must ensure that all school property and textbooks have been turned in by the child and all Lunch balances have been cleared before he or she leaves the school. Please give the office 48 hours to process your request once the completed form is received.



Dekalb Preparatory Academy - 2023-2024 ACADEMIC CALENDAR  
Board Approved - August 22, 2023

**Semester Begins/Ends**  
**Holiday/Break - No school**  
**Teacher's Workday - No school**  
**Independent Learner/Professional Development Day**

- 4 Independence Day  
24 Kindergarten/New Student Orientation  
25-31 Pre-Planning Days

5 Teacher Workdays

| JULY '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 |    |    |    |    |    |

| JANUARY '24 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| 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 Winter Break  
2 Teacher Workday  
3 First Day of 2nd Semester  
15 Dr. M. L. King, Jr. Day

20 Instructional Days  
21 Teacher Workdays

- 1 First Day of School

23 Instructional Days  
23 Teacher Workdays

| AUGUST '23 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | Th | F  | S  |
|            |    |    | 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 |    |    |

| FEBRUARY '24 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| 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 |    |    |

- 16 Independent Learner/Professional Development  
19 Presidents' Day

20 Instructional Days  
20 Teacher Workdays

- 4 Labor Day

20 Instructional Days  
20 Teacher Workdays

| SEPTEMBER '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 |

| MARCH '24 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| 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        |    |    |    |    |    |    |

- 8 Independent Learner/Professional Development

21 Instructional Days  
21 Teacher Workdays

- 6 Independent Learner/Professional Development  
9 Indigenous Peoples Day

21 Instructional Days  
21 Teacher Workdays

| OCTOBER '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 |    |    |    |    |

| APRIL '24 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| 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 |    |    |    |    |

- 1-5 Spring Break

17 Instructional Days  
17 Teacher Workdays

- 7 Election Day  
Independent Learner/Professional Development

- 20-24 Thanksgiving Break

17 Instructional Days  
17 Teacher Workdays

| NOVEMBER '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 |    |    |

| MAY '24 |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| 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 |    |    |

- 27 Memorial Day  
31 Last Day of 2nd Semester

22 Instructional Days  
22 Teacher Workdays

- 15 Last Day of 1st Semester

- 18-29 Winter Break

11 Instructional Days  
11 Teacher Workdays

92 Instructional Days Total  
97 Instructional Days Total

| DECEMBER '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           |    |    |    |    |    |    |

| JUNE '24 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| 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 Post Planning

- 4 Teacher Workdays

100 Instructional Days  
105 Teacher Workdays

**Annual Total**  
**192 Instructional Days**  
**202 Teacher Workdays**

# Kindergarten

| WARD~1      | MONDAY         | TUESDAY                       | WEDNESDAY      | THURSDAY       | FRIDAY         |
|-------------|----------------|-------------------------------|----------------|----------------|----------------|
| 7:55-8:10   | Homeroom       | Homeroom                      | Homeroom       | Homeroom       | Homeroom       |
| 8:10-9:00   | Reading        | Reading                       | Reading        | Reading        | Reading        |
| 9:05-9:55   | English        | English                       | English        | English        | English        |
| 10:00-10:30 | Science        | Math                          | Science        | Science        | Science        |
| 10:35-11:30 | Lunch/Recess   | Lunch/Recess                  | Lunch/Recess   | Lunch/Recess   | Lunch/Recess   |
| 11:50-12:40 | P.E.           | Music, Intro,<br>P.E./Writing | Intro Commun   | Writing        | Music          |
| 12:45-1:35  | Social Studies |                               | Social Studies | Social Studies | Social Studies |
| 1:40-2:30   | Math           | Math                          | Math           | Math           | Math           |
| 2:35-3:20   | Math           | Math                          | Math           | Math           | Math           |

| HENDERSON<br>(PEC) | MONDAY         | TUESDAY                            | WEDNESDAY      | THURSDAY       | FRIDAY         |
|--------------------|----------------|------------------------------------|----------------|----------------|----------------|
| 7:55-8:10          | Homeroom       | Homeroom                           | Homeroom       | Homeroom       | Homeroom       |
| 8:10-9:00          | Reading        | Reading                            | Reading        | Reading        | Reading        |
| 9:05-9:55          | English        | English                            | English        | English        | English        |
| 10:00-10:30        | Science        | Math                               | Science        | Science        | Science        |
| 10:35-11:30        | Lunch/Recess   | Lunch/Recess                       | Lunch/Recess   | Lunch/Recess   | Lunch/Recess   |
| 11:50-12:40        | Music          | Intro Comm, P.E.,<br>Music/Writing | P.E.           | Writing        | Intro Comm     |
| 12:45-1:35         | Social Studies |                                    | Social Studies | Social Studies | Social Studies |
| 1:40-2:30          | Math           | Math                               | Math           | Math           | Math           |
| 2:35-3:20          | Math           | Math                               | Math           | Math           | Math           |

| <b>Meredith<br/>(PEC)</b> | <b>MONDAY</b>  | <b>TUESDAY</b>                   | <b>WEDNESDAY</b> | <b>THURSDAY</b>   | <b>FRIDAY</b>  |
|---------------------------|----------------|----------------------------------|------------------|-------------------|----------------|
| <b>7:55-8:10</b>          | Homeroom       | Homeroom                         | Homeroom         | Homeroom          | Homeroom       |
| <b>8:10-9:00</b>          | Reading        | Reading                          | Reading          | Reading           | Reading        |
| <b>9:05-9:55</b>          | English        | English                          | English          | English           | English        |
| <b>10:00-10:30</b>        | Science        | Science/S.S.                     | Science          | Science           | Science        |
| <b>10:35-11:30</b>        | Lunch/Recess   | Lunch/Recess                     | Lunch/Recess     | Lunch/Recess      | Lunch/Recess   |
| <b>11:50-12:40</b>        | Intro Comm     | P.E./Music/Intro<br>Comm/Writing | Music            | Writing           | P.E.           |
| <b>12:45-1:35</b>         | Social Studies |                                  | Social Studies   | Social<br>Studies | Social Studies |
| <b>1:40-2:30</b>          | Math           | Math                             | Math             | Math              | Math           |
| <b>2:35-3:20</b>          | Math           | Math                             | Math             | Math              | Math           |



## 2nd Grade

| K. Williams (PEC) | MONDAY                                      | TUESDAY        | WEDNESDAY      | THURSDAY       | FRIDAY         |
|-------------------|---------------------------------------------|----------------|----------------|----------------|----------------|
| 7:55-8:10         | Homeroom                                    | Homeroom       | Homeroom       | Homeroom       | Homeroom       |
| 8:10-9:00         | Reading                                     | Reading        | Reading        | Reading        | Reading        |
| 9:05-9:55         | English                                     | English        | English        | English        | English        |
| 10:00-11:00       | Science                                     | Science        | Science        | Science        | Science        |
| 11:05-11:55       | Lunch/Recess                                | Lunch/Recess   | Lunch/Recess   | Lunch/Recess   | Lunch/Recess   |
| 12:00-12:40       | Math                                        | Math           | Math           | Math           | Math           |
| 12:45-1:35        | Math                                        | Math           | Math           | Math           | Math           |
| 1:40-2:30         | Intro/P.E./Music<br>35 min each~<br>Writing | Intro          | Music          | Writing        | P.E.           |
| 2:35-3:30         |                                             | Social Studies | Social Studies | Social Studies | Social Studies |
|                   |                                             |                |                |                |                |
| Saulters          | MONDAY                                      | TUESDAY        | WEDNESDAY      | THURSDAY       | FRIDAY         |
| 7:55-8:10         | Homeroom                                    | Homeroom       | Homeroom       | Homeroom       | Homeroom       |
| 8:10-9:00         | Reading                                     | Reading        | Reading        | Reading        | Reading        |
| 9:05-9:55         | English                                     | English        | English        | English        | English        |
| 10:00-11:00       | Science                                     | Science        | Science        | Science        | Science        |
| 11:05-11:55       | Lunch/Recess                                | Lunch/Recess   | Lunch/Recess   | Lunch/Recess   | Lunch/Recess   |
| 12:00-12:40       | Math                                        | Math           | Math           | Math           | Math           |
| 12:45-1:35        | Math                                        | Math           | Math           | Math           | Math           |
| 1:40-2:30         | Music/Intro/P.E.<br>35 min each~<br>Writing | P.E.           | Intro          | Writing        | Music          |
| 2:35-3:30         |                                             | Social Studies | Social Studies | Social Studies | Social Studies |
|                   |                                             |                |                |                |                |

|              |                                             |                |                  |                 |                |
|--------------|---------------------------------------------|----------------|------------------|-----------------|----------------|
|              |                                             |                |                  |                 |                |
| <b>CHASE</b> | <b>MONDAY</b>                               | <b>TUESDAY</b> | <b>WEDNESDAY</b> | <b>THURSDAY</b> | <b>FRIDAY</b>  |
| 7:55-8:10    | Homeroom                                    | Homeroom       | Homeroom         | Homeroom        | Homeroom       |
| 8:10-9:00    | Reading                                     | Reading        | Reading          | Reading         | Reading        |
| 9:05-9:55    | English                                     | English        | English          | English         | English        |
| 10:00-10:50  | Math                                        | Math           | Math             | Math            | Math           |
| 11:05-11:55  | Lunch/Recess                                | Lunch/Recess   | Lunch/Recess     | Lunch/Recess    | Lunch/Recess   |
| 11:50-12:40  | Math                                        | Math           | Math             | Math            | Math           |
| 12:45-1:35   | Math                                        | Math           | Math             | Math            | Math           |
| 1:40-2:30    | P.E./Music/Intro<br>35 min each~<br>writing | Music          | P.E.             | Writing         | Intro          |
| 2:35-3:30    |                                             | Social Studies | Social Studies   | Social Studies  | Social Studies |

## 3rd Grade

| J. Hill     | MONDAY            | TUESDAY        | WEDNESDAY                                  | THURSDAY          | FRIDAY       |
|-------------|-------------------|----------------|--------------------------------------------|-------------------|--------------|
| 7:55-8:10   | Homeroom          | Homeroom       | Homeroom                                   | Homeroom          | Homeroom     |
| 8:10-9:00   | P.E.              | Music          | P.E/Music/Intro<br>35 min each~<br>Writing | Intro             | Reading      |
| 9:05-9:55   | Reading           | Reading        |                                            | Reading           | Reading      |
| 10:00-10:50 | English           | English        | English                                    | English           | English      |
| 10:55-11:35 | Social<br>Studies | Social Studies | Social<br>Studies                          | Social<br>Studies | Writing      |
| 11:40-12:30 | Lunch/recess      | Lunch/recess   | Lunch/recess                               | Lunch/recess      | Lunch/recess |
| 12:45-1:35  | Science           | Science        | Health                                     | Science           | Science      |
| 1:40-2:30   | Math              | Math           | Math                                       | Math              | Math         |
| 2:35-3:30   | Math              | Math           | Math                                       | Math              | Math         |

| T. Jones<br>(PEC) | MONDAY            | TUESDAY        | WEDNESDAY                                   | THURSDAY          | FRIDAY       |
|-------------------|-------------------|----------------|---------------------------------------------|-------------------|--------------|
| 7:55-8:10         | Homeroom          | Homeroom       | Homeroom                                    | Homeroom          | Homeroom     |
| 8:10-9:00         | Music             | Intro          | Music/Intro/P.E.<br>35 min each~<br>Writing | P.E.              | Reading      |
| 9:05-9:55         | Reading           | Reading        |                                             | Reading           | Reading      |
| 10:00-10:50       | English           | English        | English                                     | English           | English      |
| 10:55-11:35       | Social<br>Studies | Social Studies | Social<br>Studies                           | Social<br>Studies | Writing      |
| 11:40-12:30       | Lunch/recess      | Lunch/recess   | Lunch/recess                                | Lunch/recess      | Lunch/recess |
| 12:45-1:35        | Health            | Science        | Science                                     | Science           | Science      |
| 1:40-2:30         | Math              | Math           | Math                                        | Math              | Math         |
| 2:35-3:30         | Math              | Math           | Math                                        | Math              | Math         |

| <b>A. Jones</b>    | <b>MONDAY</b>     | <b>TUESDAY</b> | <b>WEDNESDAY</b>                            | <b>THURSDAY</b>   | <b>FRIDAY</b> |
|--------------------|-------------------|----------------|---------------------------------------------|-------------------|---------------|
| <b>7:55-8:10</b>   | Homeroom          | Homeroom       | Homeroom                                    | Homeroom          | Homeroom      |
| <b>8:10-9:00</b>   | Intro             | P.E.           | Intro/P.E./Music<br>35 min each~<br>Writing | Music             | Reading       |
| <b>9:05-9:55</b>   | Reading           | Reading        |                                             | Reading           | Reading       |
| <b>10:00-10:50</b> | English           | English        | English                                     | English           | English       |
| <b>10:55-11:35</b> | Social<br>Studies | Social Studies | Social<br>Studies                           | Social<br>Studies | Writing       |
| <b>11:40-12:30</b> | Lunch/recess      | Lunch/recess   | Lunch/recess                                | Lunch/recess      | Lunch/recess  |
| <b>12:45-1:35</b>  | Science           | Science        | Science                                     | Science           | Health        |
| <b>1:40-2:30</b>   | Math              | Math           | Math                                        | Math              | Math          |
| <b>2:35-3:30</b>   | Math              | Math           | Math                                        | Math              | Math          |

★ Disclaimer

## 4th Grade

| S. Hillman~ELA           | MONDAY       | TUESDAY      | WEDNESDAY                                   | THURSDAY     | FRIDAY          |
|--------------------------|--------------|--------------|---------------------------------------------|--------------|-----------------|
| 7:55-8:10                | Homeroom     | Homeroom     | Homeroom                                    | Homeroom     | Homeroom        |
| 8:10-9:00                | Reading      | Reading      | Reading                                     | Reading      | Reading         |
| 9:05-9:55                | English      | English      | English                                     | English      | English         |
| 10:00-10:50              | P.E.         | Music        | P.E/Music/Intro<br>35 min each~<br>Writing  | Intro        | Writing         |
| 10:55-11:35              | Sci~Vassel   | Sci~Vassel   |                                             | Sci~Vassel   | Sci~Vassel      |
| 11:40-12:30              | Lunch/recess | Lunch/recess | Lunch/recess                                | Lunch/recess | Lunch/recess    |
| 12:35-1:35               | SS~Vassel    | SS~Vassel    | SS~Vassel                                   | SS~Vassel    | SS~Vassel       |
| 1:40-2:30                | Math~Bowser  | Math~Bowser  | Math~Bowser                                 | Math~Bowser  | Math~Bowser     |
| 2:35-3:30                | Math~Bowser  | Math~Bowser  | Math~Bowser                                 | Math~Bowser  | Math~Bowser     |
|                          |              |              |                                             |              |                 |
| D.BOWSER<br>(PEC) (MATH) | MONDAY       | TUESDAY      | WEDNESDAY                                   | THURSDAY     | FRIDAY          |
| 7:55-8:10                | Homeroom     | Homeroom     | Homeroom                                    | Homeroom     | Homeroom        |
| 8:10-9:00                | Math         | Math         | Math                                        | Math         | Math            |
| 9:05-9:55                | Math         | Math         | Math                                        | Math         | Math            |
| 10:00-10:50              | Music        | Intro        | Music/Intro/P.E.<br>35 min each~<br>Writing | P.E.         | Reading/Writing |
| 10:55-11:35              | Reading      | Reading      |                                             | Reading      | Reading         |
| 11:40-12:30              | Lunch/Recess | Lunch/Recess | Lunch/Recess                                | Lunch/Recess | Lunch/Recess    |
| 12:35-1:35               | Eng~Hillman  | Eng~Hillman  | Eng~Hillman                                 | Eng~Hillman  | Eng~Hillman     |
| 1:40-2:30                | Sci~Vassel   | Sci~Vassel   | Sci~Vassel                                  | Sci~Vassel   | Sci~Vassel      |
| 2:35-3:30                | SS~Vassel    | SS~Vassel    | SS~Vassel                                   | SS~Vassel    | SS~Vassel       |
|                          |              |              |                                             |              |                 |

|                              |                   |                |                                             |                   |                |
|------------------------------|-------------------|----------------|---------------------------------------------|-------------------|----------------|
|                              |                   |                |                                             |                   |                |
| <b>Vassel<br/>Science~SS</b> | <b>MONDAY</b>     | <b>TUESDAY</b> | <b>WEDNESDAY</b>                            | <b>THURSDAY</b>   | <b>FRIDAY</b>  |
| <b>7:55-8:10</b>             | Homeroom          | Homeroom       | Homeroom                                    | Homeroom          | Homeroom       |
| <b>8:10-9:00</b>             | Science           | Science        | Science                                     | Science           | Science        |
| <b>9:05-9:55</b>             | Social<br>Studies | Social Studies | Social<br>Studies                           | Social<br>Studies | Social Studies |
| <b>10:00-10:50</b>           | Intro             | P.E.           | Intro/P.E./Music<br>35 min each~<br>Writing | Music             | Math~Bowser    |
| <b>10:55-11:35</b>           | Math~Bowser       | Math~Bowser    |                                             | Math~Bowser       | Math~Bowser    |
| <b>11:40-12:30</b>           | Lunch/Recess      | Lunch/Recess   | Lunch/Recess                                | Lunch/Recess      | Lunch/Recess   |
| <b>12:45-1:35</b>            | Math~Bowser       | Math~Bowser    | Math~Bowser                                 | Math~Bowser       | Math~Bowser    |
| <b>1:40-2:30</b>             | Rdg~Hilman        | Rdg~Hilman     | Rdg~Hilman                                  | Rdg~Hilman        | Rdg~Hilman     |
| <b>2:35-3:30</b>             | Eng~Hillman       | Eng~Hillman    | Eng~Hillman                                 | Eng~Hillman       | Eng~Hillman    |

## 5th Grade

| Saulters ELA         | MONDAY                                   | TUESDAY      | WEDNESDAY    | THURSDAY         | FRIDAY       |
|----------------------|------------------------------------------|--------------|--------------|------------------|--------------|
| 7:55-8:10            | Homeroom                                 | Homeroom     | Homeroom     | Homeroom         | Homeroom     |
| 8:10-9:00            | Reading                                  | Reading      | Reading      | Reading          | Reading      |
| 9:05-9:55            | English                                  | English      | English      | English          | English      |
| 10:00-10:50          | Math~Mims                                | Math~Mims    | Math~Mims    | Math~Mims        | Math~Mims    |
| 10:55-12:05          | Math~Mims                                | Math~Mims    | Math~Mims    | Math~Mims        | Math~Mims    |
| 12:10-12:40          | Lunch                                    | Lunch        | Lunch        | Lunch            | Lunch        |
| 12:45-1:35           | P.E/Band/AVC<br>35 min each~<br>Writing  | Band         | AVC          | P.E.             | Sci-Sampson  |
| 1:40-2:30            |                                          | Sci-Sampson  | Sci-Sampson  | Sci-Sampson      | Sci-Sampson  |
| 2:35-3:30            | Sci-Sampson                              | SS~Sampson   | Spanish      | Spanish          | SS~Sampson   |
|                      |                                          |              |              |                  |              |
| Sawyers (MATH) (PEC) | MONDAY                                   | TUESDAY      | WEDNESDAY    | THURSDAY         | FRIDAY       |
| 7:55-8:10            | Homeroom                                 | Homeroom     | Homeroom     | Homeroom         | Homeroom     |
| 8:10-9:00            | Math                                     | Math         | Math         | Math             | Math         |
| 9:05-9:55            | Math                                     | Math         | Math         | Math             | Math         |
| 10:00-10:50          | Sci-Sampson                              | Sci-Sampson  | Sci-Sampson  | Sci-Sampson      | Sci-Sampson  |
| 10:55-12:05          | SS~Sampson                               | SS~Sampson   | Spanish      | SS~Sampson       | Spanish      |
| 12:10-12:40          | Lunch                                    | Lunch        | Lunch        | Lunch            | Lunch        |
| 12:45-1:35           | Band/AVC/P.E.<br>35 min each~<br>Writing | AVC          | P.E.         | Band             | Rdg~Saulters |
| 1:40-2:30            |                                          | Rdg~Saulters | Rdg~Saulters | Rdg~Saulter<br>s | Rdg~Saulters |
| 2:35-3:30            | Eng~Saulters                             | Eng~Saulters | Eng~Saulters | Eng~Saulter<br>s | Eng~Saulters |
|                      |                                          |              |              |                  |              |

| <b>S.SAMPSON<br/>(SCIENCE/SS)</b> | <b>MONDAY</b>                            | <b>TUESDAY</b>    | <b>WEDNESDAY</b> | <b>THURSDAY</b> | <b>FRIDAY</b>     |
|-----------------------------------|------------------------------------------|-------------------|------------------|-----------------|-------------------|
| <b>7:55-8:10</b>                  | Homeroom                                 | Homeroom          | Homeroom         | Homeroom        | Homeroom          |
| <b>8:10-9:00</b>                  | Science                                  | Science           | Science          | Science         | Science           |
| <b>9:05-9:55</b>                  | Social<br>Studies                        | Social<br>Studies | Spanish          | Spanish         | Social<br>Studies |
| <b>10:00-10:50</b>                | Rdg~Saulters                             | Rdg~Saulters      | Rdg~Saulters     | Rdg~Saulters    | Rdg~Saulters      |
| <b>10:55-12:05</b>                | Eng~Saulters                             | Eng~Saulters      | Eng~Saulters     | Eng~Saulters    | Eng~Saulters      |
| <b>12:10 -12:40</b>               | Lunch                                    | Lunch             | Lunch            | Lunch           | Lunch             |
| <b>12:45-1:35</b>                 | AVC/P.E./Band<br>35 min each~<br>Writing | P.E.              | Band             | AVC             | Math~Mims         |
| <b>1:40-2:30</b>                  |                                          | Math~Mims         | Math~Mims        | Math~Mims       | Math~Mims         |
| <b>2:35-3:30</b>                  | Math~Mims                                | Math~Mims         | Math~Mims        | Math~Mims       | Math~Mims         |



## 6th Grade

| D.Wells~ELA | MONDAY         | TUESDAY        | WEDNESDAY                                | THURSDAY     | FRIDAY         |
|-------------|----------------|----------------|------------------------------------------|--------------|----------------|
| 7:55-8:10   | Homeroom       | Homeroom       | Homeroom                                 | Homeroom     | Homeroom       |
| 8:10-9:00   | Reading        | Reading        | Reading                                  | Reading      | Reading        |
| 9:05-9:55   | English        | English        | English                                  | English      | English        |
| 10:00-10:50 | Science        | Science        | Science                                  | Science      | Science        |
| 10:55-11:45 | Social Studies | Social Studies | Band/AVC/P.E.<br>35 min each~<br>Writing | Spanish      | Social Studies |
| 11:50-12:40 | Band           | AVC            |                                          | P.E.         | Spanish        |
| 12:40-1:35  | Lunch/Recess   | Lunch/Recess   | Lunch/Recess                             | Lunch/Recess | Lunch/Recess   |
| 1:40-2:30   | Math           | Math           | Math                                     | Math         | Math           |
| 2:35-3:30   | Math           | Math           | Math                                     | Math         | Math           |

| Ford (MATH) | MONDAY         | TUESDAY        | WEDNESDAY                               | THURSDAY  | FRIDAY    |
|-------------|----------------|----------------|-----------------------------------------|-----------|-----------|
| 7:55-8:10   | Homeroom       | Homeroom       | Homeroom                                | Homeroom  | Homeroom  |
| 8:10-9:00   | Math           | Math           | Math                                    | Math      | Math      |
| 9:05-9:55   | Math           | Math           | Math                                    | Math      | Math      |
| 10:00-10:50 | Rdg~Wells      | Rdg~Wells      | Rdg~Wells                               | Rdg~Wells | Rdg~Wells |
| 10:55-11:45 | Eng~Wells      | Eng~Wells      | P.E/Band/AVC<br>35 min each~<br>Writing | Eng~Wells | Eng~Wells |
| 11:50-12:40 | P.E.           | Band           |                                         | AVC       | Eng~Wells |
| 12:45-1:35  | Lunch          | Lunch          | Lunch                                   | Lunch     | Lunch     |
| 1:40-2:30   | Social Studies | Social Studies | Social Studies                          | Spanish   | Spanish   |
| 2:35-3:30   | Science        | Science        | Science                                 | Science   | Science   |

| <b>P.Sims-<br/>(PEC)<br/>SS/Science</b> | <b>MONDAY</b> | <b>TUESDAY</b> | <b>WEDNESDAY</b>                         | <b>THURSDAY</b>   | <b>FRIDAY</b>     |
|-----------------------------------------|---------------|----------------|------------------------------------------|-------------------|-------------------|
| <b>7:55-8:10</b>                        | Homeroom      | Homeroom       | Homeroom                                 | Homeroom          | Homeroom          |
| <b>8:10-9:00</b>                        | Science       | Science        | Science                                  | Science           | Science           |
| <b>9:05-9:55</b>                        | Spanish       | Spanish        | Social<br>Studies                        | Social<br>Studies | Social<br>Studies |
| <b>10:00-10:50</b>                      | Math          | Math           | Math                                     | Math              | Math              |
| <b>10:55-11:45</b>                      | Math          | Math           | AVC/P.E./Band<br>35 min each~<br>Writing | Math              | Math              |
| <b>11:50-12:40</b>                      | AVC           | P.E.           |                                          | Band              | Math              |
| <b>12:45-1:35</b>                       | Lunch         | Lunch          | Lunch                                    | Lunch             | Lunch             |
| <b>1:40-2:30</b>                        | Reading       | Reading        | Reading                                  | Reading           | Reading           |
| <b>2:35-3:30</b>                        | English       | English        | English                                  | English           | English           |

## 7th Grade

| L. Smith(ELA)<br>(PEC) | MONDAY       | TUESDAY                                  | WEDNESDAY    | THURSDAY     | FRIDAY       |
|------------------------|--------------|------------------------------------------|--------------|--------------|--------------|
| 7:55-8:10              | Homeroom     | Homeroom                                 | Homeroom     | Homeroom     | Homeroom     |
| 8:10-9:00              | Reading      | Reading                                  | Reading      | Reading      | Reading      |
| 9:05-9:55              | English      | English                                  | English      | English      | English      |
| 10:00-10:50            | P.E.         | P.E./AVC/Band<br>35 min each~<br>Writing | Band         | AVC          | Sci~Starks   |
| 10:55-11:45            | Sci~Starks   |                                          | Sci~Starks   | Sci~Starks   | Sci~Starks   |
| 11:50-12:55            | Spanish      | Spanish                                  | SS~Starks    | SS~Starks    | SS~Starks    |
| 1:00 - 1:50            | Lunch/Recess | Lunch/Recess                             | Lunch/Recess | Lunch/Recess | Lunch/Recess |
| 1:55-2:30              | Math         | Math                                     | Math         | Math         | Math         |
| 2:35-3:30              | Math         | Math                                     | Math         | Math         | Math         |

| Mr. Burks<br>(MATH) | MONDAY       | TUESDAY                                  | WEDNESDAY    | THURSDAY     | FRIDAY       |
|---------------------|--------------|------------------------------------------|--------------|--------------|--------------|
| 7:55-8:10           | Homeroom     | Homeroom                                 | Homeroom     | Homeroom     | Homeroom     |
| 8:10-9:00           | Math         | Math                                     | Math         | Math         | Math         |
| 9:05-9:55           | Math         | Math                                     | Math         | Math         | Math         |
| 10:00-10:50         | AVC          | AVC/Band/P.E.<br>35 min each~<br>Writing | P.E.         | Band         | Rdg~Smith    |
| 10:55-11:45         | Rdg~Smith    |                                          | Rdg~Smith    | Rdg~Smith    | Rdg~Smith    |
| 11:50-12:55         | Eng~Smith    | Eng~Smith                                | Eng~Smith    | Eng~Smith    | Eng~Smith    |
| 1:00 - 1:50         | Lunch/Recess | Lunch/Recess                             | Lunch/Recess | Lunch/Recess | Lunch/Recess |
| 1:40-2:30           | SS~Starks    | Spanish                                  | Spanish      | SS~Starks    | SS~Starks    |
| 2:35-3:30           | Science      | Science                                  | Science      | Science      | Science      |

| <b>Starks<br/>(SCIENCE/SS)</b> | <b>MONDAY</b>     | <b>TUESDAY</b>                           | <b>WEDNESDAY</b>  | <b>THURSDAY</b> | <b>FRIDAY</b> |
|--------------------------------|-------------------|------------------------------------------|-------------------|-----------------|---------------|
| <b>7:55-8:10</b>               | Homeroom          | Homeroom                                 | Homeroom          | Homeroom        | Homeroom      |
| <b>8:10-9:00</b>               | Science           | Science                                  | Science           | Spanish         | Science       |
| <b>9:05-9:55</b>               | Social<br>Studies | Social Studies                           | Social<br>Studies | Science         | Spanish       |
| <b>10:00-10:50</b>             | Band              | Band/P.E./AVC<br>35 min each~<br>Writing | AVC               | P.E.            | Math~Boyd     |
| <b>10:55-11:45</b>             | Math~Boyd         |                                          | Math~Boyd         | Math~Boyd       | Math~Boyd     |
| <b>11:50-12:55</b>             | Math~Boyd         | Math~Boyd                                | Math~Boyd         | Math~Boyd       | Math~Boyd     |
| <b>1:00 - 1:50</b>             | Lunch/Recess      | Lunch/Recess                             | Lunch/Recess      | Lunch/Recess    | Lunch/Recess  |
| <b>1:40-2:30</b>               | Rdg~Smith         | Rdg~Smith                                | Rdg~Smith         | Rdg~Smith       | Rdg~Smith     |
| <b>2:35-3:30</b>               | Eng~Smith         | Eng~Smith                                | Eng~Smith         | Eng~Smith       | Eng~Smith     |

## 8th Grade

| Moss-Fowler<br>(ELA) 83 | MONDAY     | TUESDAY    | WEDNESDAY  | THURSDAY                      | FRIDAY     |
|-------------------------|------------|------------|------------|-------------------------------|------------|
| 7:55-8:10               | Homeroom   | Homeroom   | Homeroom   | Homeroom                      | Homeroom   |
| 8:10-9:00               | Reading    | Reading    | Reading    | Reading                       | Reading    |
| 9:05-9:55               | English    | English    | English    | English                       | English    |
| 10:00-10:50             | Math~      | Math~      | Math~      | Math~                         | Math~      |
| 10:55-11:45             | Math~      | Math~      | Math~      | Math~                         | Math~      |
| 11:50-12:40             | Science    | Science    | Science    | Science                       | Science    |
| 12:45-1:10              | SS~Dowdell | SS~Dowdell | SS~Dowdell | SS~Dowdell                    | SS~Dowdell |
| 1:15-1:35               | Lunch      | Lunch      | Lunch      | Lunch                         | Lunch      |
| 1:40 - 2:30             | SS~Dowdell | AVC.       | P.E.       | P.E./AVC/Band<br>35 min each~ | Band       |
| 2:35-3:30               | Spanish    | Spanish    | SS~Dowdell | Writing                       | SS~Dowdell |

| Mims (PEC)<br>82 | MONDAY     | TUESDAY    | WEDNESDAY  | THURSDAY                      | FRIDAY     |
|------------------|------------|------------|------------|-------------------------------|------------|
| 7:55-8:10        | Homeroom   | Homeroom   | Homeroom   | Homeroom                      | Homeroom   |
| 8:10-9:00        | Math~      | Math~      | Math~      | Math~                         | Math~      |
| 9:05-9:55        | Math~      | Math~      | Math~      | Math~                         | Math~      |
| 10:00-10:50      | Science    | Science    | Science    | Science                       | Science    |
| 10:55-11:45      | Spanish    | Spanish    | SS~Dowdell | SS~Dowdell                    | SS~Dowdell |
| 11:50-12:40      | Rdg~Fowler | Rdg~Fowler | Rdg~Fowler | Rdg~Fowler                    | Rdg~Fowler |
| 12:45-1:10       | Eng~Fowler | Eng~Fowler | Eng~Fowler | Eng~Fowler                    | Eng~Fowler |
| 1:15-1:35        | Lunch      | Lunch      | Lunch      | Lunch                         | Lunch      |
| 1:40 - 2:30      | Eng~Fowler | P.E.       | Band       | Band/P.E./AVC<br>35 min each~ | AVC        |
| 2:35-3:30        | Eng~Fowler | Eng~Fowler | Eng~Fowler | Writing                       | Eng~Fowler |

| <b>Dowdell 81<br/>(SCIENCE/SS)</b> | <b>MONDAY</b> | <b>TUESDAY</b> | <b>WEDNESDAY</b> | <b>THURSDAY</b>               | <b>FRIDAY</b> |
|------------------------------------|---------------|----------------|------------------|-------------------------------|---------------|
| <b>7:55-8:10</b>                   | Homeroom      | Homeroom       | Homeroom         | Homeroom                      | Homeroom      |
| <b>8:10-9:00</b>                   | Science       | Science        | Spanish          | Science                       | Spanish       |
| <b>9:05-9:55</b>                   | SS~Dowdell    | Science        | SS~Dowdell       | Science                       | SS~Dowdell    |
| <b>10:00-10:50</b>                 | Rdg~Fowler    | Rdg~Fowler     | Rdg~Fowler       | Rdg~Fowler                    | Rdg~Fowler    |
| <b>10:55-11:45</b>                 | Eng~Fowler    | Eng~Fowler     | Eng~Fowler       | Eng~Fowler                    | Eng~Fowler    |
| <b>11:50-12:40</b>                 | Math~         | Math~          | Math~            | Math~                         | Math~         |
| <b>12:45-1:10</b>                  | Math~         | Math~          | Math~            | Math~                         | Math~         |
| <b>1:15-1:35</b>                   | Lunch         | Lunch          | Lunch            | Lunch                         | Lunch         |
| <b>1:40 - 2:30</b>                 | Math~         | Band           | AVC              | AVC/Band/P.E.<br>35 min each~ | P.E.          |
| <b>2:35-3:30</b>                   | Math~         | Math~          | Math~            | Writing                       | Math~         |

# 1st Grade

| JENKINS (PEC) | MONDAY         | TUESDAY        | WEDNESDAY      | THURSDAY                                    | FRIDAY         |
|---------------|----------------|----------------|----------------|---------------------------------------------|----------------|
| 7:55-8:10     | Homeroom       | Homeroom       | Homeroom       | Homeroom                                    | Homeroom       |
| 8:10-9:00     | Reading        | Reading        | Reading        | Reading                                     | Reading        |
| 9:05-9:55     | English        | English        | English        | English                                     | English        |
| 10:00-10:30   | Social Studies | Social Studies | Social Studies | SS/Science                                  | Social Studies |
| 10:35-11:30   | Lunch/Recess   | Lunch/Recess   | Lunch/Recess   | Lunch/Recess                                | Lunch/Recess   |
| 11:50-12:40   | Science        | Science        | Science        | Math                                        | Science        |
| 12:45-1:35    | P.E.           | Writing        | Music          | P.E./Intro/Music<br>35 min each~<br>Writing | Intro Commun   |
| 1:40-2:30     | Math           | Math           | Math           |                                             | Math           |
| 2:35-3:20     | Math           | Math           | Math           | Music                                       | Math           |

| D. Dawson   | MONDAY         | TUESDAY        | WEDNESDAY      | THURSDAY                                     | FRIDAY         |
|-------------|----------------|----------------|----------------|----------------------------------------------|----------------|
| 7:55-8:10   | Homeroom       | Homeroom       | Homeroom       | Homeroom                                     | Homeroom       |
| 8:10-9:00   | Reading        | Reading        | Reading        | Reading                                      | Reading        |
| 9:05-9:55   | English        | English        | English        | English                                      | English        |
| 10:00-10:30 | Social Studies | Social Studies | Social Studies | SS/Science                                   | Social Studies |
| 10:35-11:30 | Lunch/Recess   | Lunch/Recess   | Lunch/Recess   | Lunch/Recess                                 | Lunch/Recess   |
| 11:50-12:40 | Science        | Science        | Science        | Math                                         | Science        |
| 12:45-1:35  | Music          | Writing        | Intro Comm     | Music/P.E./Intro,<br>35 min each~<br>Writing | P.E.           |
| 1:40-2:30   | Math           | Math           | Math           |                                              | Math           |
| 2:35-3:20   | Math           | Math           | Math           | Math                                         | Math           |

| <b>ECHOLS</b>      | <b>MONDAY</b>  | <b>TUESDAY</b> | <b>WEDNESDAY</b> | <b>THURSDAY</b>                              | <b>FRIDAY</b>  |
|--------------------|----------------|----------------|------------------|----------------------------------------------|----------------|
| <b>7:55-8:10</b>   | Homeroom       | Homeroom       | Homeroom         | Homeroom                                     | Homeroom       |
| <b>8:10-9:00</b>   | Reading        | Reading        | Reading          | Reading                                      | Reading        |
| <b>9:05-9:55</b>   | English        | English        | English          | English                                      | English        |
| <b>10:00-10:30</b> | Social Studies | Social Studies | Social Studies   | SS/Science                                   | Social Studies |
| <b>10:35-11:30</b> | Lunch/Recess   | Lunch/Recess   | Lunch/Recess     | Lunch/Recess                                 | Lunch/Recess   |
| <b>11:50-12:40</b> | Science        | Science        | Science          | Math                                         | Science        |
| <b>12:45-1:35</b>  | Intro Comm     | Writing        | P.E.             | Intro Comm/Music/P.E.<br>35 min each writing | Music          |
| <b>1:40-2:30</b>   | Math           | Math           | Math             |                                              | Math           |
| <b>2:35-3:20</b>   | Math           | Math           | Math             | Math                                         | Math           |



[illegible]







***DeKalb County School District  
Code of Student Conduct***

**2023-2024**



**ELEMENTARY  
MIDDLE  
HIGH**

The DeKalb County School District provides translation of DeKalb County School District Code of Student Conduct, courtesy of the English Learners Department. Request for a translated hard copy may be made to the school principal or an electronic version is available at <https://www.dekalbschoolsga.org/desc/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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## 2023-2024 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 *2023-2024 DCSD Code of Student Conduct* during the 2023-2024 school year and all summer programs following the 2023-2024 school year. I further understand that I am immediately subject to the Levels of Consequences listed in the *2023-2024 DCSD Code of Student Conduct* if I am found in violation of any infraction during the 2023-2024 school year and all 2024 DeKalb County School District summer school/programs.

### Consent for Student to Participate in Surveys

Each year the Georgia Department of Education conducts surveys of 3<sup>rd</sup> through 12<sup>th</sup> 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. The surveys 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 64 for more information. This survey is separate and distinct from the District Safety Audit, which ALL 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 37-38 for more information.

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

Student Name (Please Print) \_\_\_\_\_ Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Name (Please Print) \_\_\_\_\_ Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

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## Translation Availability Statement

### Amharic

የ DeKalb ካውንቲ ት/ቤት ዲስትሪክት የ DeKalb ካውንቲ ትምህርት ቤት ዲስትሪክት የተማሪ ስነምግባር ፣ የእንግሊዘኛ ተማሪዎች ዲፓርትመንትን ግምት ውስጥ ማስገባት ትርጉም ይሰጣል። የተተረጎመ ቅጂ ለማግኘት ጥያቄ ለት/ቤቱ ርእሰ መምህር ሊቀርብ ይችላል ወይም ኤሌክትሮኒክ እትም እዚህ <https://www.dekalbschoolsga.org/dese/student-relations/> ይገኛል።

### Arabic

وفر منطقة DeKalb County School District التعليمية ترجمة لمدونة سلوك طالب DeKalb County School District، بإذن قسم دارسي اللغة الإنجليزية (English Learners Department). يمكن تقديم طلب الحصول على نسخة ورقية مترجمة إلى مدير المدرس أو تتوفر نسخة إلكترونية على <https://www.dekalbschoolsga.org/dese/student-relations/>.

### Bengali

DeKalb County School District ইংরেজি শিক্ষার্থী বিভাগের এর সৌজন্যে DeKalb County School District-এর শিক্ষার্থীর আচরণবিধির অনুবাদ প্রদান করে। স্কুলের অধ্যক্ষের কাছে অনূদিত মুদ্রিত সংস্করণের অনুরোধ করুন অথবা এখানে ইলেক্ট্রনিক সংস্করণ পান: <https://www.dekalbschoolsga.org/dese/student-relations/>

### Burmese

DeKalb ကောင်တီ ခရိုင်ကျောင်းသည် အင်္ဂလိပ်စာလေ့လာသူများဌာန (English Learners Department) မှ ကူးယူဖော်ပြသည့် DeKalb ကောင်တီ ခရိုင်ကျောင်း ကျောင်းသားကျင့်ဝတ်ဆိုင်ရာကျင့်ထုံး (Code of Student Conduct) ကို ဘာသာပြန်ပေးပါသည်။ ဘာသာပြန်ထားသော မိတ္တူကို ကျောင်းအုပ်ကြီးထံ တောင်းဆိုနိုင်သည်။ သို့မဟုတ် အီလက်ထရွန်းနစ်ဗားရှင်းကို <https://www.dekalbschoolsga.org/dese/student-relations/> တွင် ရရှိနိုင်ပါသည်။

### Chinese

DeKalb 县学区提供《DeKalb 县学区学生行为规范》的译本，经由英语学生系提供。可向校长索取译本复印件，或从此处获取电子版：<https://www.dekalbschoolsga.org/dese/student-relations/>。

### French

Le district scolaire du comté de DeKalb propose une traduction du code de conduite des élèves du district, fournie par le département d'anglais langue étrangère. Il est possible de demander des exemplaires papier au principal de l'école ou une version électronique est disponible à <https://www.dekalbschoolsga.org/dese/student-relations/>.

### Hindi

DeKalb काउंटी स्कूल डिस्ट्रिक्ट अंग्रेज़ी शिक्षार्थी विभाग के सौजन्य से DeKalb काउंटी स्कूल डिस्ट्रिक्ट के छात्र आचार संहिता, का अनुवाद प्रदान करता है। अनुवादित हार्ड कॉपी के लिए स्कूल प्रिंसिपल को अनुरोध किया जा सकता है या <https://www.dekalbschoolsga.org/dese/student-relations/> पर इलेक्ट्रॉनिक संस्करण उपलब्ध है।

### Karen

DeKalb ကိုရှ်ခီးထံၣ်ကွီလီကဝီဟ့ၣ်လီတၢ်ကျိးထံ DeKalb ကိုရှ်ခီးထံၣ်ကွီလီကဝီဟ့ၣ်လီတၢ်သိၣ်တၢ်သိၣ်ဘျီ. တၢ်သံၣ်ဇူးဆဲးလၢလၢ ပှၢမၤလီၤ အဲကလံးကျိၣ်ဝဲကျိၣ် (English Learners Department) န့ၣ်လီၤ. တၢ်ယုထီၣ်တၢ်ကျိးထံအကွဲးဒိတဖၣ်ဆူကွီခိၣ် မ့တမ့ၢ် တၢ်မၤန့ၢ်လၢအံၣ်လဲးထီၣ်နံးအကျိၣ်အကွဲးသ့ၣ် <https://www.dekalbschoolsga.org/dese/student-relations/>.

## Nepali

DeKalb County School District ले अङ्ग्रेजी भाषा अध्ययन विभागको सौजन्यमा DeKalb County School District को विद्यार्थी आचार संहिताको अनुवादन प्रदान गर्छ । विद्यालयका प्रधानाध्यापकसँग अनुवाद गरिएको कागजी प्रतिलिपि माग्न सकिन्छ वा <https://www.dekalbschoolsga.org/dese/student-relations/> मा विद्युतीय संस्करण उपलब्ध छ ।

## Somali

Dugsiga Degmada Gobolka DeKalb ayaa bixiyo turjubaanida Xeerka Anshaxa Ardayga ee Dugsiga Degmada Gobolka DeKalb, waxaa ixtiraamka leh Waaxda Ardayda af Ingiriiska. Codso koobi la turjumay oo laga codsado maamulaha dugsiga ama qaab elecktaroonik ah ayaa laga helayaa <https://www.dekalbschoolsga.org/dese/student-relations/>.

## Spanish

El Distrito Escolar del Condado de DeKalb ofrece la traducción del Código de Conducta Estudiantil del Distrito Escolar del Condado de DeKalb, cortesía del Departamento de Aprendices del Inglés. Usted puede solicitar una copia al director de la escuela o una versión electrónica está disponible en <https://www.dekalbschoolsga.org/dese/student-relations/>.

## Swahili

Wilaya ya Shule za Kaunti ya DeKalb hutoa tafsiri ya Maadili Mema ya Wanafunzi wa Shule za Wilaya ya Kaunti ya DeKalb, kwa hisani ya Idara ya Wanafunzi wa Kiingereza. Unaweza kuomba nakala halisi iliyotafsiriwa kutoka kwa mwalimu mkuu wa shule au toleo la kielektroniki linaweza kupatikana kwenye <https://www.dekalbschoolsga.org/dese/student-relations/>.

## Telugu

DeKalb కౌంటీ స్కూల్ డిస్ట్రిక్ట్ ఇంగ్లీష్ లర్నర్స్ డిపార్ట్మెంట్ సౌజన్యంతో, DeKalb కౌంటీ స్కూల్ డిస్ట్రిక్ట్ కోడ్ ఆఫ్ స్టూడెంట్ కండక్ట్ యొక్క అనువాదాన్ని అందిస్తుంది అనువదించబడిన హార్డ్ కాపీ కోసం స్కూల్ ప్రిన్సిపాల్ కు అభ్యర్థించవచ్చు లేదా ఎలక్ట్రానిక్ వెర్షన్ <https://www.dekalbschoolsga.org/dese/student-relations/> వద్ద లభిస్తుంది.

## Tigrinya

DeKalb County School District: ትርጉም ናይ ደንቢ ኣደብ ተማሃሮ DeKalb County School District ደህብ፡ እዚ ድማ ብፍቓድ ክፍሊ ተማሃሮ እንግሊዝኛ (English Learners Department) ዚውሃብ እዩ። ዝተተርጎመ ተነባቢ ቅጻዕ ንምርካብ ንናይ ትምህርት ቤት ርእሰ ሙምህር ምውካስ ወይ ድማ ኤሌክትሮኒካዊ ግልባጽ ኣብ <https://www.dekalbschoolsga.org/dese/student-relations/> ምርካብ ይከኣል።

## Vietnamese

DeKalb County School District cung cấp bản dịch Bộ Quy Tắc Ứng Xử của Học Sinh DeKalb County School District, với sự giúp đỡ của Bộ Phận phụ trách Học Viên Anh Ngữ. 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 <https://www.dekalbschoolsga.org/dese/student-relations/>.

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# ***DEKALB COUNTY SCHOOL DISTRICT***

## ***Code of Student Conduct***

### **POLICY 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 OF THE CODE OF STUDENT CONDUCT**

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?

### **LEARNING AND COMPLIANCE**

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 Languages (ESOL) 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 Languages (ESOL) 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.**

## EQUAL EDUCATIONAL 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.

## DISCIPLINARY 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 Leave).

## 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.

## **SAFE SCHOOLS**

Our top priority in DeKalb County School District is keeping our students and staff safe. A bold new step in that direction has been taken by installing CENTEGIX® CrisisAlert™ throughout our schools to create safer spaces by delivering precise alert location, immediate audio, and visual incident notifications. CrisisAlert™ covers the entire school campus while enabling staff and security professionals to request assistance and implement emergency protocols from anywhere on campus. CrisisAlert™ solution empowers teachers and administrators to act and respond with confidence during emergency and non-emergency situations. When educators and children feel safe and secure, they can get back to focusing on their goals: learning and academic achievement.

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## DEKALB COUNTY SCHOOL DISTRICT 2023-2024 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 Luther 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>*

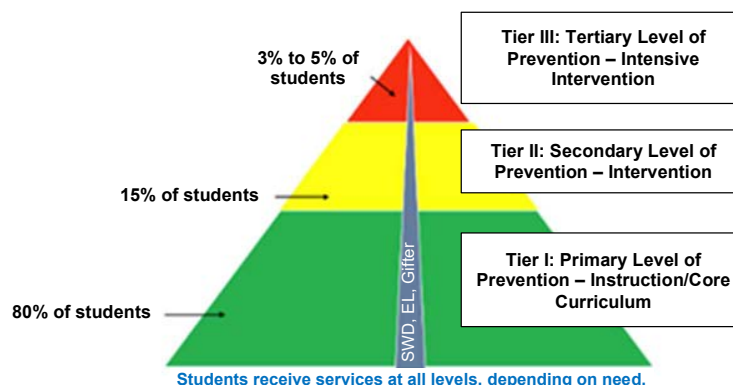
## Character Traits Found in the *DCSD Code of Student Conduct*

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.

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

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

### Essential Component: Multi-Level *Prevention* System



## 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.

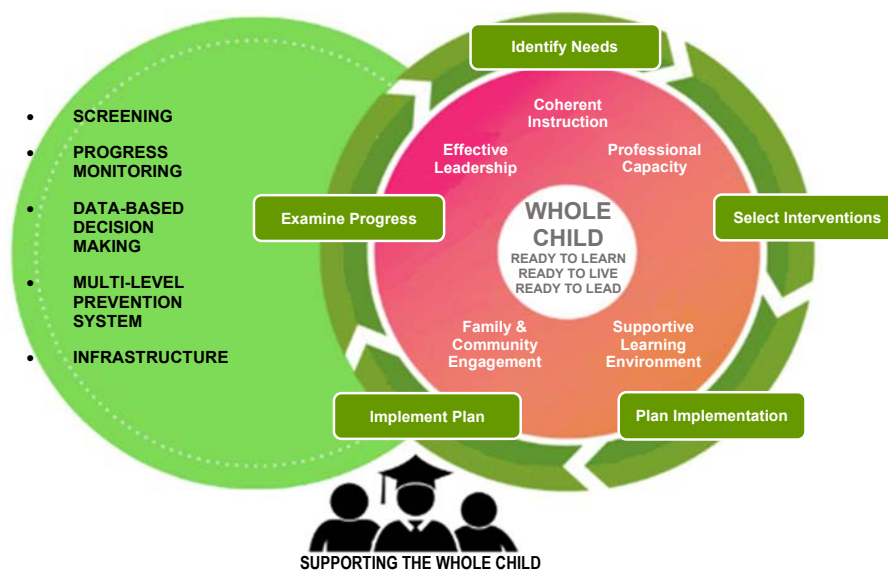
Being enrolled in Tier 2-3 does not mean a student has a disability or is receiving special or exceptional education. These tiers provide prevention and intervention in a general education setting and are not the only way to support students' learning and behavior. In addition to General Education MTSS supports, Georgia schools also provide specialized educational services through education programs. Delivery models include Special Education, Gifted Programming, and/or English Language Learners 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 Tier 1 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.

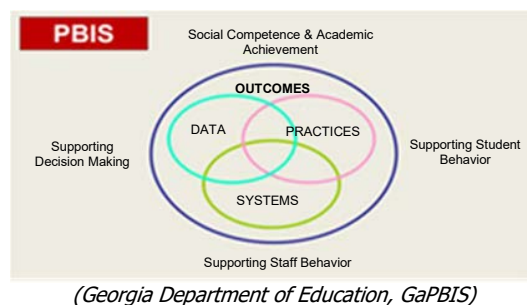
Parents: You can help with the MTSS-RTI process by actively participating in your child's education and being a partner in the success of the teaching and learning in school. You can also read the Georgia Standards of Excellence for your child's grade or course by going to the parent page of [www.GeorgiaStandards.org](http://www.GeorgiaStandards.org), 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 BEHAVIORAL 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 ALL 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.



## 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 relationships rather 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.



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.

## BEHAVIORAL STRATEGIES, DISCIPLINARY 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. § 20-2-742)*** 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. 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.

### Levels and Consequences Matrices

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <b>LEVEL 1</b> | <p><b>Teacher selected strategies should be</b> used for minor acts of student behavior that is not suitable for the context. Level 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 <b>strategies</b> used to address the behavior. If a Level 1 violation repeatedly or substantially interferes with the learning environment, it may be elevated to a higher level <b>after teacher selected strategies have been utilized</b>. Necessary strategies and positive behavioral interventions and supports will be provided through the MTSS-RTI process <b>at Tier 1 (pages 13-14)</b>.</p> <p><b><i>Examples of behaviors that may impact only the student</i></b></p> <ul style="list-style-type: none"><li>▪ Calling out in class</li><li>▪ Inappropriate Noise</li><li>▪ Chewing gum</li><li>▪ Tapping pencils</li><li>▪ Writing on self</li><li>▪ Writing on desk</li><li>▪ Not in seat</li><li>▪ Not prepared for class</li><li>▪ Off-tasks behaviors</li><li>▪ Drawing instead of working</li><li>▪ Tardy to class</li><li>▪ Criticizing teacher one on one</li><li>▪ Whining</li><li>▪ Wearing a hat in school, minor deviation from dress code</li><li>▪ Eating food when not allowed</li></ul> <p><b>Strategies for Managing Behaviors:</b> 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.</p> <p><b>Disciplinary Options may include but are not limited to:</b> Time out in room; Time away in buddy classroom; Loss 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 82-85.</p> |
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| <p><b>LEVEL 2</b></p> | <p>Level 2 violations include infractions which are more severe in nature than Level 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 <b>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 13-14).</b> Certain Level 2 violations may be elevated to Level 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.</p> <p><b><i>Examples of behaviors that interfere with the learning of others:</i></b></p> <ul style="list-style-type: none"> <li>▪ Touching</li> <li>▪ Poking</li> <li>▪ Standing on furniture</li> <li>▪ Constant talking</li> <li>▪ Out of seat and interfering with others learning</li> <li>▪ Inappropriate chair manners</li> <li>▪ Consistently not following directions</li> <li>▪ Unauthorized electronic device usage including but not limited to cell phones and iPods</li> <li>▪ Running away and leaving the classroom</li> <li>▪ Throwing items in classroom</li> <li>▪ Disrespectful language to adult</li> <li>▪ Yelling at teacher</li> <li>▪ Moving or kicking furniture in an angry way/tantrum</li> <li>▪ Bus misbehavior</li> <li>▪ Gambling</li> <li>▪ Dress code violations that noticeably affect safety or respect for self and others</li> </ul> <p><b>Strategies for Managing Behaviors:</b> 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.</p> <p><b>Disciplinary Options</b> may include but are not limited to: Time out in room; Time away in buddy classroom; Loss 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 82-85.</p> |
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| <p><b>LEVEL 3</b></p> | <p>Level 3 violations include infractions which are more severe in nature than Level 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 <b>at Tier 1. Certain Level 3 offenses may be elevated to Tier 2 of the MTSS-RTI framework provided that Tier 1 supports have been completed and documented with fidelity. In addition, certain Level 3 offenses may be elevated to Tier 2 or Tier 3 intervention supports if safety concerns are present for the student or others (pages 13-14).</b> 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 Level 3 violations may be elevated to Level 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.</p> <p><b><i>Examples of behaviors that affect an orderly environment:</i></b></p> <ul style="list-style-type: none"> <li>▪ Any level 1 or 2 that takes excessive teacher time and takes away from student learning.</li> <li>▪ Talking back to adult</li> <li>▪ Throwing items in classroom at others</li> <li>▪ Lying</li> <li>▪ Cheating</li> <li>▪ Forgery</li> <li>▪ Fighting (Simple Battery)</li> <li>▪ Inappropriate language</li> <li>▪ Pushing</li> <li>▪ School disturbance</li> <li>▪ Bullying, Harassment, Hazing</li> <li>▪ Disrespect to peers/adults</li> <li>▪ Leaving room without permission</li> <li>▪ Banging on window</li> <li>▪ Vandalizing school property</li> <li>▪ Unauthorized electronic device usage including but not limited to cell phones and iPods</li> <li>▪ Conduct outside of school hours or away from school</li> <li>▪ Unsafe action</li> <li>▪ Dress code violations that noticeably affect safety or respect for self and others</li> </ul> <p><b>Strategies for Managing Behaviors: Behavior Contract; Detention; In-School Intervention; Mediation; Mentoring; Discipline Warning Letter to Parents; Referral Process; Restorative Practice; Shadowing; Substance Abuse Education; and Violence Education.</b></p> <p><b>Disciplinary Options may include but are not limited to: 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 82-85.</b></p> |
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| <p><b>LEVEL 4</b></p> | <p>Level 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. <b>Certain Level 4 offenses may be elevated to Tier 2 or Tier 3 of the MTSS-RTI framework provided that Tier 1 supports have been completed and documented with fidelity. In addition, certain Level 4 offenses may be elevated to Tier 2 or Tier 3 intervention supports if safety concerns are present for the student or others (pages 13-14).</b> 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 <b>(pages 13-14)</b>. Certain Level 4 violations may be elevated to Level 5 violations or higher based on the severity or context of the misconduct.</p> <p><b><i>Examples of behaviors that affect an orderly environment:</i></b></p> <ul style="list-style-type: none"> <li>▪ Any level 1, 2 or 3 behavior that takes excessive teacher time and takes away from student learning.</li> <li>▪ Talking back to adult</li> <li>▪ Throwing items in classroom at others</li> <li>▪ Lying</li> <li>▪ Cheating</li> <li>▪ Forgery</li> <li>▪ Fighting (Simple Battery)</li> <li>▪ Inappropriate language</li> <li>▪ School disturbance</li> <li>▪ Bullying, Harassment, Hazing</li> <li>▪ Disrespect to peers/adults</li> <li>▪ Leaving room without permission</li> <li>▪ Banging on window</li> <li>▪ Vandalizing school property</li> <li>▪ Unauthorized electronic device usage including but not limited to cell phones and iPods</li> <li>▪ Conduct outside of school hours or away from school</li> <li>▪ Unsafe action</li> <li>▪ Dress code violations that noticeably affect safety or respect for self and others</li> </ul> <p><b>Disciplinary Options may include but are not limited to: 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 82-85.</b></p> |
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| <p><b>LEVEL 5</b></p> | <p>Level 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. <b>Certain Level 5 offenses may be elevated to Tier 2 or Tier 3 of the MTSS-RTI framework provided that Tier 1 supports have been completed and documented with fidelity. In addition, certain Level 5 offenses may be elevated to Tier 2 or Tier 3 intervention supports if safety concerns are present for the student or others (pages 13-14).</b> 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 Level 5 violations may be elevated to Level 6 violations or higher based on the severity or context of the misconduct.</p> <p><b><i>Examples of Harmful and Illegal Behaviors:</i></b></p> <ul style="list-style-type: none"> <li>▪ Intentional/Unintentional Violence against school employees</li> <li>▪ Stealing</li> <li>▪ Fighting (Simple Battery)</li> <li>▪ Battery</li> <li>▪ Drugs</li> <li>▪ Weapons</li> <li>▪ School disturbance</li> <li>▪ Biting</li> <li>▪ Bullying, Harassment, Hazing</li> <li>▪ Throwing furniture or other objects</li> <li>▪ Stealing</li> <li>▪ Threatening to do injury to person or property</li> <li>▪ Sexual harassment</li> <li>▪ Sexual behaviors</li> <li>▪ Alcohol</li> </ul> <p><b>Disciplinary Options must include: School-based review of previous strategies and interventions implemented; Participation in GRIP Program (Growing Responsibly, Increasing Possibilities).</b></p> <p><b>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 82-85.</b></p> |
| <p><b>LEVEL 6</b></p> | <p>Level 6 violations include infractions which are of a serious and aggravated nature such that the <b>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</b> 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 Level 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 Level 6 violation. Certain Level 6 violations may be elevated to Level 7 violations or higher based on the severity or context of the misconduct. Level 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 13-14).</p> <p><b><i>Examples of Harmful and Illegal Behaviors:</i></b></p> <ul style="list-style-type: none"> <li>▪ Intentional/Unintentional Violence against school employees</li> <li>▪ Stealing</li> <li>▪ Fighting (Simple Battery)</li> <li>▪ Battery</li> <li>▪ Aggravated Assault</li> <li>▪ Aggravated Battery</li> <li>▪ Bystander Battery</li> <li>▪ Drugs</li> <li>▪ Weapons</li> <li>▪ School disturbance</li> <li>▪ Biting</li> <li>▪ Bullying, Harassment, Hazing</li> <li>▪ Throwing furniture or other objects</li> <li>▪ Threatening to do injury to person or property</li> <li>▪ Sexual harassment</li> <li>▪ Sexual behaviors</li> <li>▪ Alcohol</li> </ul> <p><b>Consequence: Long-Term Suspension. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 82-85.</b></p>                                                                                                                                                                                                                                                                                                                                                     |

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| <p><b>LEVEL 7</b></p> | <p>Level 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 ALL 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 Level 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 Level 7 violation. Level 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 (<b>pages 13-14</b>).</p> <p><b><i>Examples of Harmful and Illegal Behaviors:</i></b></p> <ul style="list-style-type: none"> <li>▪ Intentional/Unintentional Violence against school employees</li> <li>▪ Stealing</li> <li>▪ Fighting (Simple Battery)</li> <li>▪ Battery</li> <li>▪ Aggravated Assault</li> <li>▪ Aggravated Battery</li> <li>▪ Bystander Battery</li> <li>▪ Drugs</li> <li>▪ Weapons</li> <li>▪ School disturbance</li> <li>▪ Biting</li> <li>▪ Bullying, Harassment, Hazing</li> <li>▪ Throwing furniture or other objects</li> <li>▪ Threatening to do injury to person or property</li> <li>▪ Sexual harassment</li> <li>▪ Sexual behaviors</li> <li>▪ Alcohol</li> </ul> <p><b>Consequence: Expulsion. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 82-85.</b></p> |
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| <b>ELEMENTARY MATRIX</b>                                                                                          | <b>Level of Consequences</b> |          |          |          |          |          |          | <b>Report</b>           | <b>School Official to Contact</b> |
|-------------------------------------------------------------------------------------------------------------------|------------------------------|----------|----------|----------|----------|----------|----------|-------------------------|-----------------------------------|
| <b>Offense/Violation</b>                                                                                          | <b>1</b>                     | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> |                         |                                   |
| 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<br><b>Contact Student Relations Prior to Submitting Charge</b>      |                              |          |          |          |          | ●        | ●        | Incident Report         | Student Relations/SRO             |
| 5a-Intent/Attempt/Sell/Distribute                                                                                 |                              |          | ●        | ●        | ●        |          |          | Police Report           | SRO                               |
| 5b-Possession/Use/Under the Influence-1 <sup>st</sup> Offense                                                     |                              |          | ●        | ●        | ●        |          |          | Police Report<br>GRIP   | SRO                               |
| 5b- Possession/Use/Under the Influence-2 <sup>nd</sup> Offense<br>& Subsequent Offenses                           |                              |          |          |          |          | ●        | ●        | Police Report           | SRO                               |
| 5c-Possession and/or Distribution of Drug Related<br>Paraphernalia-1 <sup>st</sup> Offense                        |                              |          | ●        | ●        | ●        |          |          | Police Report<br>GRIP   | SRO                               |
| 5c-Possession and/or Distribution of Drug Related<br>Paraphernalia-2 <sup>nd</sup> Offense & Subsequent Offenses  |                              |          |          |          | ●        |          |          | Police Report           | SRO                               |
| 6a-Actual, Attempted or Threatened<br>Destruction/Damage/Vandalism/Arson to School,<br>Public or Private Property |                              | ●        | ●        | ●        | ●        |          |          | Incident Report         | SRO                               |
| 6b-Actual, Attempted or Threatened<br>Theft/Robbery/Burglary/Extortion/Possession of<br>Stolen Property           |                              | ●        | ●        | ●        | ●        |          |          | Incident Report         | SRO                               |
| 6c-Textbooks, Media Center Materials, Computer<br>Equipment/Use                                                   |                              | ●        | ●        | ●        | ●        |          |          | Incident Report         | SRO as appropriate                |
| 7a-Assault                                                                                                        |                              | ●        | ●        | ●        | ●        |          |          | GRIP                    |                                   |
| 7b-Simple Battery/Fighting/Hitting                                                                                |                              | ●        | ●        | ●        | ●        |          |          | GRIP                    |                                   |
| 7c-Battery                                                                                                        |                              |          | ●        | ●        | ●        |          |          | Incident Report<br>GRIP |                                   |
| 7d-Aggravated Assault                                                                                             |                              |          |          | ●        | ●        | ●        | ●        | Incident Report<br>GRIP | SRO                               |
| 7e-Aggravated Battery                                                                                             |                              |          |          |          |          | ●        | ●        | Incident Report<br>GRIP | SRO/Student Relations             |
| 7f-Bystander Battery                                                                                              |                              | ●        | ●        | ●        | ●        |          |          | GRIP                    |                                   |
| 7g-Bullying/Hazing/Harassment                                                                                     | ●                            | ●        | ●        | ●        | ●        |          |          | Bullying<br>Report/GRIP |                                   |
| 8a-Rude or Disrespectful Behavior                                                                                 | ●                            | ●        | ●        | ●        | ●        |          |          |                         |                                   |
| 8b-Refusal to Follow Instructions                                                                                 | ●                            | ●        | ●        | ●        | ●        |          |          |                         |                                   |

| ELEMENTARY MATRIX                                                                                        |  | Level of Consequences                                                                                                |   |   |   |   |   |   | Report                                                                                                     | School Official to Contact                                     |
|----------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Offense/Violation                                                                                        |  | 1                                                                                                                    | 2 | 3 | 4 | 5 | 6 | 7 |                                                                                                            |                                                                |
| 9-Unexcused Absences/Truancy                                                                             |  | Follow Attendance Protocol on pages 37-38. <b>Students will NOT be suspended for attendance-related infractions.</b> |   |   |   |   |   |   | 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 41. <b>Students will NOT be suspended for attendance-related infractions.</b>     |   |   |   |   |   |   | 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<br>Contact Student Relations Prior to Submitting Charge |  |                                                                                                                      |   |   | ● | ● | ● | ● |                                                                                                            | Student Relations                                              |
| 18-Gambling                                                                                              |  |                                                                                                                      | ● | ● | ● | ● |   |   |                                                                                                            |                                                                |
| 19-Repeated Violations                                                                                   |  |                                                                                                                      |   |   |   |   |   |   |                                                                                                            |                                                                |
| 19a-Repeated Violations/Chronic Misbehavior                                                              |  |                                                                                                                      |   | ● | ● | ● |   |   | Resource Referral                                                                                          |                                                                |
| 19b-Violation of Local School/District-Wide                                                              |  |                                                                                                                      |   | ● | ● | ● | ● | ● | Probation Contract                                                                                         |                                                                |
| 20-Parking/Traffic Violations                                                                            |  |                                                                                                                      |   |   |   |   |   |   |                                                                                                            |                                                                |
| 21-Loitering/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 46 and 79.                 |
| 26-Unsafe Action                                                                                         |  |                                                                                                                      |   |   |   | ● | ● | ● |                                                                                                            | Student Relations                                              |

| <b>MIDDLE/HIGH MATRIX</b>                                                                                         | <b>Level of Consequences</b> |          |          |          |          |          |          | <b>Report</b>         | <b>School Official to Contact</b> |
|-------------------------------------------------------------------------------------------------------------------|------------------------------|----------|----------|----------|----------|----------|----------|-----------------------|-----------------------------------|
| <b>Offense/Violation</b>                                                                                          | <b>1</b>                     | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> |                       |                                   |
| 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<br><b>Contact Student Relations Prior to Submitting Violation</b>   |                              |          |          |          |          | ●        | ●        | Incident Report       | Student Relations/SRO             |
| 5a-Intent/Attempt/Sell/Distribute                                                                                 |                              |          |          |          |          | ●        | ●        | Police Report         | SRO                               |
| 5b-Possession/Use/Under the Influence-1 <sup>st</sup> Offense                                                     |                              |          |          | ●        | ●        |          |          | Police Report<br>GRIP | SRO                               |
| 5b- Possession/Use/Under the Influence-2 <sup>nd</sup> Offense<br>& Subsequent Offenses                           |                              |          |          |          |          | ●        | ●        |                       |                                   |
| 5c-Possession and/or Distribution of Drug Related<br>Paraphernalia-1 <sup>st</sup> Offense                        |                              |          |          | ●        | ●        |          |          | Police Report         | SRO                               |
| 5c-Possession and/or Distribution of Drug Related<br>Paraphernalia-2 <sup>nd</sup> Offense & Subsequent Offenses  |                              |          |          |          | ●        |          |          | Police Report<br>GRIP | SRO                               |
| 6a-Actual, Attempted or Threatened<br>Destruction/Damage/Vandalism/Arson to School,<br>Public or Private Property |                              | ●        | ●        | ●        | ●        | ●        | ●        | Incident Report       | SRO                               |
| 6b-Actual, Attempted or Threatened<br>Theft/Robbery/Burglary/Extortion/Possession of<br>Stolen Property           |                              | ●        | ●        | ●        | ●        | ●        | ●        | Incident Report       | SRO                               |
| 6c-Textbooks, Media Center Materials, Computer<br>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                                                                                 | ●                            | ●        | ●        | ●        | ●        |          |          |                       |                                   |

| MIDDLE/HIGH MATRIX                                                                                                 | Level 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 37-38. <b>Students will NOT be suspended for attendance-related infractions.</b> |   |   |   |   |   |   | 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 41. <b>Students will NOT be suspended for attendance-related infractions.</b>    |   |   |   |   |   |   | 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<br><b>Contact Student Relations Prior to Submitting Violation</b> |                                                                                                                     |   |   |   | ● | ● | ● |                                                                                                            | Student Relations                                              |
| 18-Gambling                                                                                                        |                                                                                                                     | ● | ● | ● | ● | ● | ● |                                                                                                            |                                                                |
| 19a-Repeated Violations/Chronic Misbehavior                                                                        |                                                                                                                     |   | ● | ● | ● | ● | ● | Resource Referral                                                                                          |                                                                |
| 19b-Violation of Local School/District-Wide                                                                        |                                                                                                                     |   | ● | ● | ● | ● | ● | Probation Contract                                                                                         |                                                                |
| 20-Parking/Traffic Violations                                                                                      |                                                                                                                     | ● | ● | ● | ● | ● | ● |                                                                                                            |                                                                |
| 21-Loitering/Trespassing/Breaking and Entering                                                                     |                                                                                                                     | ● | ● | ● | ● | ● | ● |                                                                                                            |                                                                |
| 22-Providing False Information                                                                                     |                                                                                                                     | ● | ● | ● | ● | ● | ● |                                                                                                            |                                                                |
| 23-General Sexual Misconduct/Sexual Harassment/Sexual Battery                                                      |                                                                                                                     | ● | ● | ● | ● | ● | ● |                                                                                                            | 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 46 and 79                  |
| 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) Elementary schools that include sixth grade, must use the middle school consequences.*

### 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 JCDA).** 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.

#### ELEMENTARY/MIDDLE/HIGH SCHOOL CONSEQUENCES:

|          |                                                     |
|----------|-----------------------------------------------------|
| Minimum: | Level 1 - Conference                                |
|          | Level 2 - Strategies (see pages 51-52)              |
|          | 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 |

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

### 2. ELECTRONIC COMMUNICATION DEVICES, INCLUDING CELLULAR PHONES, SMART PHONES, TABLETS, WALKIE-TALKIES AND SIMILAR 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 PERSONAL ELECTRONIC COMMUNICATION DEVICE ON SCHOOL PROPERTY IS A PRIVILEGE 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:

- Purposely look for security problems, attempt to disrupt school technology resources, or engage in any activity that monopolizes or compromises school technology resources;
- 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;
- Attempting to, threaten 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.

**ELEMENTARY/MIDDLE/HIGH SCHOOL CONSEQUENCES:**

|                 |                                                            |
|-----------------|------------------------------------------------------------|
| <b>Minimum:</b> | <b>Level 1 - Conference</b>                                |
|                 | <b>Level 2 - Strategies (see pages 51-52)</b>              |
|                 | <b>Level 3 - In-School Suspension of 1-3 days</b>          |
|                 | <b>Level 4 - Suspension 1-5 days</b>                       |
| <b>Maximum:</b> | <b>Level 5 - Suspension of 6 - 10 days with a contract</b> |

### **3. WEAPONS, EXPLOSIVES, 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<sub>2</sub> 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 if any of these items are found.**

**ELEMENTARY SCHOOL CONSEQUENCES:**

**Minimum:** Level 3 - In-School Suspension of 1-3 days  
Level 4 - Suspension 1-5 days  
Level 5 – Suspension of 6-10 days with a contract  
Level 6 – Long-Term Suspension

**Maximum:** Level 7 – Expulsion

**A required 10-day suspension must be served and a 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.**

**ELEMENTARY/MIDDLE/HIGH SCHOOL CONSEQUENCES: CATEGORY I WEAPONS****Minimum:** Level 7 – Expulsion; one calendar year**Maximum:** Permanent Expulsion

A required 10-day suspension must be served and a due process hearing held for Level 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.

**ELEMENTARY SCHOOL CONSEQUENCES:****Minimum:** Level 1 - Conference

Level 2 - Strategies (see pages 51-52)

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 1 - Conference

Level 2 - Strategies (see pages 51-52)

Level 3 - In-School Suspension of 1-3 days

Level 4 - Suspension 1-5 days

Level 5 – Suspension of 6-10 days with a contract

Level 6 – Long-Term Suspension

**Maximum:** Level 7 – Expulsion

A required 10-day suspension must be served and a due process hearing held for Level 6-7.

#### 4. INTENTIONAL PHYSICAL VIOLENCE AGAINST TEACHERS, BUS DRIVERS, SCHOOL OFFICIALS, OR OTHER SCHOOL EMPLOYEES

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 recommendation of short-term suspension, unless waived by the employee.

**ELEMENTARY SCHOOL CONSEQUENCES:****Minimum:** Level 3 - In-School Suspension of 1-3 days

Level 4 - Suspension 1-5 days

Level 5 – Suspension of 6-10 days with a contract

Level 6 – Long-Term Suspension

**Maximum:** Level 7 – Expulsion

A required 10-day suspension must be served and a 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.

**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.

**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.**

State Law 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 program for the period of the expulsion. If the student is in kindergarten through grade eight, the Hearing Officer may allow the student to 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. ALCOHOL, DRUGS, AND OTHER ILLEGAL/CONTROLLED 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, distributor or recipient to be drugs.

**ELEMENTARY SCHOOL CONSEQUENCES:****Minimum:** 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.****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.

**ELEMENTARY SCHOOL CONSEQUENCES:****Minimum:** Level 3 - In-School Suspension of 1-3 days

Level 4 - Suspension 1-5 days

Level 5 – Suspension of 6-10 days with a contract

Level 6 – Long-Term Suspension

**Maximum:** Level 7 – Expulsion**A required 10-day suspension must be served and a due process hearing held for Level 6-7.****MIDDLE/HIGH SCHOOL CONSEQUENCES:****Minimum:** Level 5 – Suspension of 6-10 days with a contract

Level 6 – Long-Term Suspension

**Maximum:** Level 7 – Expulsion**A required 10-day suspension must be served and a due process hearing held for Level 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.

**1<sup>st</sup> 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.

**2<sup>nd</sup> 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.**

|                                         |                                                                             |
|-----------------------------------------|-----------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>  |                                                                             |
| <b>Minimum:</b>                         | Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days |
| <b>Maximum:</b>                         | Level 5 - Suspension of 6 - 10 days with a contract                         |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b> |                                                                             |
| <b>Minimum:</b>                         | Level 4 - Suspension 1-5 days                                               |
| <b>Maximum:</b>                         | Level 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.

|                                                                                                  |                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                        |
| <b>Maximum</b>                                                                                   | Level 5 – Suspension of 6-10 days with a contract                                                                                                                                                            |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

**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.

|                                                                                                  |                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                        |
| <b>Maximum</b>                                                                                   | Level 5 – Suspension of 6-10 days with a contract                                                                                                                                                            |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

**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.

|                                                                                                  |                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                        |
| <b>Maximum</b>                                                                                   | Level 5 – Suspension of 6-10 days with a contract                                                                                                                                                            |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

**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. BULLYING/HAZING, ASSAULT, BATTERY AGAINST STUDENTS, SCHOOL PERSONNEL, SCHOOL 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.**

|                                                                                                  |                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                        |
| <b>Maximum</b>                                                                                   | Level 5 – Suspension of 6-10 days with a contract                                                                                                                                                            |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

### **B. Simple Battery/Fighting/Hitting**

Students will not engage in fighting, hitting, kicking, shoving, pushing, biting, spitting on 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.**

|                                                                                                  |                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                        |
| <b>Maximum</b>                                                                                   | Level 5 – Suspension of 6-10 days with a contract                                                                                                                                                            |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

### **C. Battery**

Students will not make physical contact causing substantial physical harm or visible bodily harm including but not limited to 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. Visible bodily harm is any bodily harm capable of being perceived by another person.

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

|                                                                                                  |                                                                                     |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                     |
| <b>Minimum:</b>                                                                                  | Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days         |
| <b>Maximum:</b>                                                                                  | Level 5 - Suspension of 6 - 10 days with a contract                                 |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                     |
| <b>Minimum:</b>                                                                                  | Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                 |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                     |

#### **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.

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

#### **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.

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

**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 54.**

|                                                                                                           |                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                                    |                                                                                                                       |
| <b>Minimum:</b>                                                                                           | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days |
| <b>Maximum:</b>                                                                                           | Level 5 – Suspension of 6-10 days with a contract                                                                     |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                                   |                                                                                                                       |
| <b>Minimum:</b>                                                                                           | Level 6 – Long-Term Suspension                                                                                        |
| <b>Maximum:</b>                                                                                           | Level 7 – Expulsion                                                                                                   |
| <b>A required 10-day suspension must be served and a District due process hearing held for Level 6-7.</b> |                                                                                                                       |



## **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/Harassment/Hazing**

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 intended to 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 substantial emotional 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](http://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 using e-mail or electronic communication, directed at or about a specific person, causing substantial emotional 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 targets a specific person or persons. Harassment includes, but is not limited to, behavior that targets another based on race, religion, gender, disability, or national origin. (The word “intentionally” was removed from both sentences.

**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;
- Loss 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 65-70, 73-76, and 92-93.

|                                                                                                  |                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 1 - Conference<br>Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                |
| <b>Maximum:</b>                                                                                  | Level 5 – Suspension of 6-10 days with a contract                                                                                                                                                            |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

## 8. RUDE/DISRESPECTFUL BEHAVIOR AND/OR REFUSAL 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.

|                                                    |                                                                                                                                               |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY/MIDDLE/HIGH SCHOOL CONSEQUENCES:</b> |                                                                                                                                               |
| <b>Minimum:</b>                                    | Level 1 - Conference<br>Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days |
| <b>Maximum:</b>                                    | Level 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, other staff members (e.g., will not refuse to leave an area, refuse to stop aggressive behavior, refuse to stop disruptive behavior), or rules set forth in the DCSD Code of Student Conduct (e.g., dress code, bus rules, classroom rules, local school rules, etc.)

|                                                    |                                                                                                                                               |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY/MIDDLE/HIGH SCHOOL CONSEQUENCES:</b> |                                                                                                                                               |
| <b>Minimum:</b>                                    | Level 1 - Conference<br>Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days |
| <b>Maximum:</b>                                    | Level 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 for such service.
- Students volunteering to work as poll officers in the Student Teen Election Program (STEP) will be counted present for up 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) or portion of a day missed from school for that purpose.

| 2023-2024 Attendance Protocol                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| *The Attendance Protocol/Consequences are subject to change at any time. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Number of Absences                                                       | Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1-2                                                                      | Teacher notifies (phone call, email, parental contact) the parent of absences and documents the outcome in Infinite Campus teacher contact log.                                                                                                                                                                                                                                                                                                                                         |
| 3                                                                        | The Attendance Protocol Manager (APM), attendance secretary, registrar, or principal's designee will send an attendance warning letter, email, newsletter, or call 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 complete necessary attendance 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 SAT should 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 any documented attempts to the parent/guardian, six-day letter, 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 WILL 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 CLASS 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 WILL NOT receive out-of-school suspension for attendance-related infractions only.

## 11. CLASSROOM 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.

|                                                                                                  |                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                        |
| <b>Maximum:</b>                                                                                  | Level 5 – Suspension of 6-10 days with a contract                                                                                                                                                            |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

## 12. SCHOOL 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**, 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 walkouts, 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.

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|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                                                                                                    |
| <b>Minimum:</b>                                                                                  | Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                        |
| <b>Maximum:</b>                                                                                  | Level 5 – Suspension of 6-10 days with a contract                                                                                                                  |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                    |
| <b>Minimum:</b>                                                                                  | Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                    |

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 Line 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; 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.

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|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY CONSEQUENCES:</b>                                                                  |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 1 - Conference<br>Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                |
| <b>Maximum:</b>                                                                                  | Level 5 - Suspension of 6 - 10 days with a contract                                                                                                                                                          |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

#### 14. FAILURE TO ACCEPT DISCIPLINARY 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.

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|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                        |
| <b>Maximum:</b>                                                                                  | Level 5 – Suspension of 6-10 days with a contract                                                                                                                                                            |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

#### 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 an attendance 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 WILL 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 4-51)**

Students will do their part to ensure safe and orderly bus operations. Students must adhere to the following rules: A. Students shall be prohibited from acts of any physical violence as defined by O.C.G.A. 20-2-751.6, bullying as defined by subsection (a) of O.C.G.A. 20-2-751.4, physical assault or battery of other persons on the school bus, verbal assault of other persons on the school bus, disrespectful conduct toward the school bus driver or other persons on the school bus, and other unruly behavior; B. Students shall be prohibited from using 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 the school bus; C. Students shall be prohibited from using 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 48)

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.

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|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY CONSEQUENCES:</b>                                                                  |                                                                                                                                                                                                                                      |
| <b>Minimum:</b>                                                                                  | Level 1 - Conference<br>Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                        |
| <b>Maximum:</b>                                                                                  | Level 5 - Suspension of 6 - 10 days with a contract                                                                                                                                                                                  |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                                                      |
| <b>Minimum:</b>                                                                                  | Level 1 - Conference<br>Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                                                  |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                                                      |

## 17. CONDUCT OUTSIDE OF SCHOOL HOURS OR AWAY FROM SCHOOL

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 with or without the use of district-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.

|                                                                                                  |                                                                                     |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>ELEMENTARY CONSEQUENCES:</b>                                                                  |                                                                                     |
| <b>Minimum:</b>                                                                                  | Level 4 - Suspension 1-5 days                                                       |
| <b>Maximum:</b>                                                                                  | Level 5 - Suspension of 6 - 10 days with a contract                                 |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                     |
| <b>Minimum:</b>                                                                                  | Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                 |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                     |



**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 57-58.**

## 18. GAMBLING

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.

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|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY CONSEQUENCES:</b>                                                                  |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                        |
| <b>Maximum:</b>                                                                                  | Level 5 – Suspension of 6-10 days with a contract                                                                                                                                                            |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

## 19. REPEATED VIOLATIONS/CHRONIC MISBEHAVIOR/VIOLATION 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 orderly operation 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 them, and which 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.

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| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                                                                                                    |
| <b>Minimum:</b>                                                                                  | Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                        |
| <b>Maximum:</b>                                                                                  | Level 5 – Suspension of 6-10 days with a contract                                                                                                                  |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                    |
| <b>Minimum:</b>                                                                                  | Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                    |

#### **B. Violation of Local 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.

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|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY/MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                               |                                                                                                                                                                     |
| <b>Minimum:</b>                                                                                  | Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6 -10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                 |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                     |

### **20. PARKING AND TRAFFIC VIOLATIONS**

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 a violation of the *DCSD Code of Student Conduct*. **Parking permits must be renewed upon expiration.**

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| <b>HIGH SCHOOL CONSEQUENCES:</b>                                                                 |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

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

### **21. LOITERING OR GOING ON ANY SCHOOL 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 property after 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.

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|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY CONSEQUENCES:</b>                                                                  |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 1 - Conference<br>Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                |
| <b>Maximum:</b>                                                                                  | Level 5 - Suspension of 6 - 10 days with a contract                                                                                                                                                          |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

## 22. PROVIDING FALSE 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.**

|                                                                                                  |                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY CONSEQUENCES:</b>                                                                  |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 1 - Conference<br>Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                |
| <b>Maximum:</b>                                                                                  | Level 5 - Suspension of 6 -10 days with a contract                                                                                                                                                           |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                              |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 6-10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                          |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                              |

## 23. GENERAL SEXUAL MISCONDUCT/SEXUAL HARASSMENT/SEXUAL 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 school activity 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](mailto: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](mailto: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.

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|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY SCHOOL CONSEQUENCES:</b>                                                           |                                                                                                                                                                                                            |
| <b>Minimum:</b>                                                                                  | Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days                                                                                                                                |
| <b>Maximum:</b>                                                                                  | Level 5 – Suspension of 6-10 days with a contract                                                                                                                                                          |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b>                                                          |                                                                                                                                                                                                            |
| <b>Minimum:</b>                                                                                  | Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days<br>Level 5 – Suspension of 10 days with a contract<br>Level 6 – Long-Term Suspension |
| <b>Maximum:</b>                                                                                  | Level 7 – Expulsion                                                                                                                                                                                        |
| <b>A required 10-day suspension must be served and a due process hearing held for Level 6-7.</b> |                                                                                                                                                                                                            |

## 24. STUDENT IDENTIFICATION CARD VIOLATION

Students will participate in ensuring that their presence on school grounds is permitted and 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.

|                                         |                                                                                                                                               |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ELEMENTARY CONSEQUENCES:</b>         |                                                                                                                                               |
| <b>Minimum:</b>                         | Level 1 - Conference<br>Level 2 - Strategies (see pages 51-52)                                                                                |
| <b>Maximum:</b>                         | Level 3 - In-School Suspension of 1-3 days                                                                                                    |
| <b>MIDDLE/HIGH SCHOOL CONSEQUENCES:</b> |                                                                                                                                               |
| <b>Minimum:</b>                         | Level 1 - Conference<br>Level 2 - Strategies (see pages 51-52)<br>Level 3 - In-School Suspension of 1-3 days<br>Level 4 - Suspension 1-5 days |
| <b>Maximum:</b>                         | Level 5 - Suspension of 6 - 10 days with a contract                                                                                           |

## 25. STUDENT DRESS CODE VIOLATION

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. **ALL** students are expected to wear clothing that limits safety concerns and that adheres to the student dress code found on pages 79-80 of this handbook and any additional requirements listed in local school regulations.

The following penalties apply to **ALL** student dress code violations:

| Number of Offenses    | Actions of the School                                                                                                                                                                                                             |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>First Offense</b>  | Verbal reprimand; parent contacted to bring suitable clothing or student may change into other suitable clothing if available.                                                                                                    |
| <b>Second Offense</b> | Required parent conference; parent must bring suitable clothing or student may change into other suitable clothing if available.                                                                                                  |
| <b>Third Offense</b>  | For repeated dress code violations, the student will be charged with violating Rule #25 Student Dress Code, Rule #8B – Refusal to Follow Instructions of Faculty or Staff Member/Insubordination and Rule #19 Repeated Violations |

|  |                                                                                                                                                  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------|
|  | and subject to the listed consequences. The student will be required to comply with a behavior contract specific to the DCSD Student 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 or opening the door of 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.

### **ELEMENTARY/MIDDLE/HIGH SCHOOL CONSEQUENCES:**

**Minimum:** Level 5 – Suspension of 6-10 days with a contract

Level 6 – Long-Term Suspension

**Maximum:** Level 7 – Expulsion

**A required 10-day suspension must be served and a due process hearing held for Level 6-7**

## ***DeKalb County School District Transportation Student Bus Expectations***

| <i><b>BUS</b></i>                                                                                                   | <i><b>BE SAFE</b></i>                                                                                                                                  | <i><b>BE RESPONSIBLE</b></i>                                                                                          | <i><b>BE RESPECTFUL</b></i>                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Waiting for the Bus</b><br>     | Stand 12 ft. away from the road on the sidewalk<br><br>Be watchful of traffic<br><br>Wait for Driver directions                                        | Arrive 10 minutes early<br><br>Line up appropriately<br><br>Wait in a quiet and orderly manner                        | Keep hands, feet and objects to self and out of aisle<br><br>Stay off private property                                                                         |
| <b>Entering the Bus</b><br>        | Allow bus to stop completely<br><br>Board bus in an orderly manner<br><br>Hold the handrail                                                            | Be seated quickly and slide over<br><br>Remain seated                                                                 | Greet the bus driver<br><br>Be respectful of others and their property<br><br>Use inside voice                                                                 |
| <b>Riding the Bus</b><br>         | Stay seated at all times<br><br>Keep aisles and emergency exits clear<br><br>Keep self and objects inside the bus<br><br>Silence at railroad crossings | Keep food and drink in your bag<br><br>Keep bus clean<br><br>Follow Driver directions<br><br>Practice orderly conduct | Keep hands, feet and objects to self and out of aisle<br><br>Ask permission to open windows<br><br>Use appropriate language and topics<br><br>Use inside voice |
| <b>Exiting the Bus</b><br>       | Remain seated until bus stops<br><br>Leave bus in an orderly manner<br><br>Cross in front of bus Hold the handrail                                     | Leave at your assigned bus stop<br><br>Take belongings with you<br><br>Leave the bus stop in an orderly manner        | Keep arm's length between you and person in front of you                                                                                                       |
| <b>Evacuation of the Bus</b><br> | Stay quiet<br><br>Listen for directions from Driver<br><br>Leave belongings on bus                                                                     | Follow Driver directions<br>Help others when appropriate                                                              | Exit quickly and safely                                                                                                                                        |

## **BUS AND BUS STOP RULES**

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

### **LEAVING THE BUS**

- Remain seated until the bus comes to a complete stop
- Leave the bus in an orderly manner
- Leave at your assigned bus stop
- Cross in front of the bus
- Leave 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 50)

## BUS REFERRAL MATRIX FOR ALL STUDENTS

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

**\*O.C.G.A. § 20-2-751.4**

Consequences for Levels 1, 2, 3, & 4 are bus specific and do not include a school suspension.

Consequences for Levels 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



# EXPLANATION OF BEHAVIORAL STRATEGIES, DISCIPLINARY OPTIONS, AND CONSEQUENCES

## SCHOOL- INITIATED CONSEQUENCES

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

**Level 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

**Level 2**      **Strategies:** *ALL 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.

**Level 3**      **Strategies:** *ALL strategies should be age appropriate and behavior specific.*

\*Programs may be available based upon DeKalb County School District budgetary mandates.

|                                             |                                                                                                                                                                                                                                                             |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Targeted Behavioral Contract</b>         | 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                                                                                     |
| <b>Detention</b>                            | Detaining a student for disciplinary reasons before or after school hours (including Saturdays)                                                                                                                                                             |
| <b>In-School Intervention</b>               | May include, but is not limited to, Saturday School, work assignment, behavior essays or transportation restriction                                                                                                                                         |
| <b>Probationary Contract</b>                | 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 |
| <b>Lockout</b>                              | 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                                                                                        |
| <b>Mediation</b>                            | Referral to conflict mediation                                                                                                                                                                                                                              |
| <b>Mentoring</b>                            | An agreed upon adult or student who provides consistent support, guidance, and help to a student who is needs a positive role model.                                                                                                                        |
| <b>Discipline Warning Letter to Parents</b> | Write-up for the discipline offense with a defined period of good behavior to prevent suspension                                                                                                                                                            |
| <b>Progress Report</b>                      | 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                                                    |
| <b>Referral</b>                             | Referral to School Counselor, Student Support Team, Student Support Services, School Social Worker, IEP Review, Attendance Staff, or other appropriate personnel                                                                                            |
| <b>Restricted Activity</b>                  | Denial of participation in school activities and extra-curricular events or the use of common areas or other parts of the school                                                                                                                            |
| <b>Restorative Practice</b>                 | 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                      |

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

## ADDITIONAL STRATEGIES - SCHOOL DETERMINES USE

Anecdotal Record (Teacher Record) Behavior Checklist  
 Referral to Communities in Schools  
 Counseling  
 Limit 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 Student  
 Review for Possible 504 Plan  
 Parent Accompany Student to the Bus Stop  
 Tutoring  
 Referral to School Nurse  
 Written Disciplinary Assignments  
 Schedule Change  
 \*Modification of the School Day  
 Revisit IEP/Section 504 Plan for Additional Modifications  
 Involvement 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.*

## SCHOOL- INITIATED CONSEQUENCES

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

- Level 3        In-School Suspension (1-3 days): School initiated suspension**
- Level 4        Suspension of 1-5 days; School initiated suspension**
- Level 5        Suspension of 6-10 days (with contract); School initiated suspension with Targeted Behavioral Contract**
- Level 6        Long-Term Suspension/District Due Process Hearing Required**
- Level 7        Expulsion/District Due Process Hearing Required**

## DEFINITIONS OF TYPES OF DISCIPLINE

### IN-SCHOOL 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-SCHOOL 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 suspension is not allowed on school property and may not participate in any school activities or school functions.

“Long-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.

### EXPULSION

“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.

### ALTERNATIVE SCHOOL

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 SCHOOL 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.

## SELF-DEFENSE

A student’s use or threatened use of force may be justified when and to the extent that they reasonably believe 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 LOCKER 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 DISCIPLINE 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.**

## SCHOOL 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.

## DISCIPLINE 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 hearing so 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. 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 from the date the decision is rendered.

## **APPEAL TO DEKALB 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 DISABILITIES**

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 Lead 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 PLACEMENT PROTOCOL FOR STUDENTS RETURNING AFTER INCARCERATION, DETENTION, OR OTHER SPECIAL 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 offense set forth below will result in the school administrator's referral to the Department of Student Relations. By way of example, these general categories include but are not limited to the following:

- 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 safety of 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.

## **PERSONAL 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.*

## **LOCKER, DESK, AND TABLE 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.

## **AUTOMOBILE 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 RESULTS**

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 SCHOOL

The DeKalb County School District is proactively working to help keep your child safe while in school. In this effort, the District recently selected and installed Evolv Technology as the new weapons screening system. This system allows your child to enter school at the pace of life without waiting in long lines or experiencing the intrusiveness of metal detectors. All visitors entering the school building will be subject to this screening process. This system evaluates items passing through, not the students, to determine if there is a threat.

### KEEPING SCHOOLS 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 RESULT IN EXPULSION?

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 27=29.)

### 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 another student 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 any reason.**
- **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 INVOLVED IN MAKING SCHOOLS 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.

### A SPECIAL MESSAGE TO STUDENTS 17 YEARS OLD OR OLDER

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  
PLACED IN A POLICE CAR  
TAKEN TO JAIL OR A DETENTION CENTER  
SENTENCED TO JAIL  
PENALIZED WITH SUBSTANTIAL COURT FINES  
PLACED ON PROBATION  
EXPELLED FROM SCHOOL**

### **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 the law 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 RESPONSIBILITIES

## RESPONSIBILITIES

### 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 regarding acceptable 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.

## **RELEASE 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

## **RELEASE 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.

## **COMPLAINTS UNDER THE PROTECTION OF PUPIL 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](mailto:PPRA@ED.Gov). The Family Policy Compliance Office website address is: [www.ed.gov/fpc](http://www.ed.gov/fpc).

# STUDENT COMPLAINT PROCEDURES

## COMPLAINTS OF BULLYING, 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 92 for the Bullying/harassment/hazing flowchart and page 93 for the Bullying/harassment/hazing Report Form in the *DCSD Code of Student Conduct*.

## REPORTING OF SEXUAL HARASSMENT UNDER TITLE 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](mailto: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, or assisting 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, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or 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 ten (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 Coordinator is responsible for the effective implementation of any remedies.

10. **APPEALS 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 ten (10) days of the receipt of appeal.

**INFORMAL RESOLUTION**

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 SEXUAL ABUSE OR SEXUAL 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](http://www.dekalbschoolsga.org/athletics/downloads).

## INTERNET AND TECHNOLOGY 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.*

## SUPPLEMENTAL SAFETY AND DISCIPLINE INFORMATION

### BULLYING, HARASSMENT, AND HAZING

DeKalb County School District has also implemented a **District Alert Line (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 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 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 school equipment, 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 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 or the willful, hostile and repeated harassment and intimidation of a person through the use of 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 *DSCD 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 Line 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 JCDA 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:
  - Loss 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.

## **ILLEGAL/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.**

## **HOTLINE TO REPORT BULLYING, VIOLENCE, WEAPONS, AND DRUGS**

Sponsored by the Georgia Department of Education, the HOTLINE 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 Line 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.

## **SCHOOL 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 PERSONNEL

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/ADULT DRIVERS RESPONSIBILITY 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**.

## CHRONICALLY 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.

## PLACEMENT REVIEW PROCEDURES FOR REMOVING STUDENTS FROM CLASS

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 written notice 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 teacher withholds 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 the Hearing 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 Local 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 Local 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 Local 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 Local 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 Local 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 Local 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. Any and 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 (**G**rowing **R**esponsibly, **I**ncreasing **P**ossibilities) 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 applicable students. Parents are also asked to participate in the classes to reinforce the effort to resolve issues peacefully between and among students.

## SAFE SCHOOL 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 understanding of 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 Leadership 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 Audit process. 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 Rule #25 – Student Dress Code Violation, Rule #8B – Refusal to Follow Instructions of Faculty or Staff Member/Insubordination and Rule #19 Repeated Violations and subject to the listed consequences.

| <b>DeKalb County School District Dress Code</b><br><b>The Dress Code is enforced at all school district sponsored events.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| As a reasonable accommodation, exceptions for religious reasons, medical conditions, disabilities, or other extraordinary reasons may be granted on a case-by-case basis. Exceptions must be approved by the principal. This is not an exhaustive list of dress wear.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>All Students Must</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>All Students Must Not</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <ul style="list-style-type: none"> <li>• Wear suitable clothing that maintains a safe and orderly environment promoting respect, care for self, and others.</li> <li>• Wear a shirt of opaque (non-see through) fabric that covers all undergarments including during any movement while sitting or standing.</li> <li>• Wear bottoms of opaque (non-see through) fabric that covers all undergarments including during any movement while sitting or standing.</li> <li>• Wear clothing that corresponds with the demands and purpose of the activity in which the student participates.</li> <li>• Wear protective clothing, headgear, eyewear, etc. required for specific programs, classes, or activities.</li> <li>• Wear shoes at all times. Footwear that interferes with freedom, movement, or safety are prohibited.</li> </ul> | <ul style="list-style-type: none"> <li>• Wear pajamas, pajama shirts, bottoms, or sleepwear of any kind.</li> <li>• Wear house shoes, bedroom slippers of any kind, or footwear that interferes with freedom, movement, or safety.</li> <li>• Wear headgear of any kind (religious practices, medical conditions, disabilities, specific school activities are excluded).</li> <li>• Wear clothing, jewelry, tattoos, piercings, or other body ornaments that disrupt the educational process or endanger the health or safety of other students, staff or visitors.</li> <li>• Wear 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.</li> <li>• Wear 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 ethnic background, color, race, national origin, religious belief, sexual orientation, or disability.</li> </ul> |

**NOTE: Local 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.

## **SECLUSION 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 POLICY SECLUSION 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 student is 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 themselves 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 themselves 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  
Lithonia, GA 30058  
(678) 676-1817  
[watina\\_f\\_april@dekalbschoolsga.org](mailto: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 CFR 104.33
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 CFR 104.34
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. 34CFR 104.35
7. You have the right to ensure that evaluation procedures, which may include testing, conform to the requirements of 34 CFR 104.35.
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 CFR 104.35
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 CFR 104.36
12. You have the right to examine your child’s educational records. 34 CFR 104.36
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 CFR 104.36



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 PROCEDURAL 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 PROCEDURAL 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](http://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>.

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| <p style="text-align: center;"><b>RECORDS:</b></p> <ul style="list-style-type: none"> <li>➤ You have a right to look at your child's education records.</li> <li>➤ You may also have the records interpreted or explained to you.</li> <li>➤ You may request to have something in the record changed or removed if you feel it should not be in your child's record.</li> <li>➤ You have the right to add information, comments, data or any other relevant written material to your child's record.</li> <li>➤ 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 a fee for searching for and retrieving documents.</li> <li>➤ With your written permission, you may have a person acting on your behalf inspect and review the records.</li> </ul> | <p style="text-align: center;"><b>EVALUATION PROCEDURES:</b></p> <ul style="list-style-type: none"> <li>➤ 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.</li> <li>➤ You have the right to have your child assessed in all areas of the suspected disability.</li> <li>➤ The school district must test your child according to procedures outlined in the IDEA and Georgia Special Education Rules.</li> <li>➤ 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 three years.</li> <li>➤ You will be involved in the decision about eligibility and what programs and services your child needs during the re-evaluation.</li> </ul> |
| <p style="text-align: center;"><b>CONFIDENTIALITY OF INFORMATION:</b></p> <ul style="list-style-type: none"> <li>➤ Your child's educational records are private.</li> <li>➤ You can ask to have copies of only your child's records.</li> <li>➤ School employees involved with your child may see your child's records and do not require your permission.</li> <li>➤ No one else may see the results of your child's records without your permission.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                             | <p style="text-align: center;"><b>LEAST RESTRICTIVE ENVIRONMENT:</b></p> <ul style="list-style-type: none"> <li>➤ 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 extent appropriate for your child.</li> <li>➤ 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.</li> </ul>                                                                                                                                                                                                                                                                                                                                  |
| <p style="text-align: center;"><b>INDEPENDENT EVALUATION:</b></p> <ul style="list-style-type: none"> <li>➤ If you disagree with the school's evaluation, you may have your child tested by a professional evaluator not employed by the school district, at public or private expense. Contact the school system to find out the procedures for accessing this right.</li> <li>➤ <u>Upon request</u>, the school district <u>must provide</u> you a list of <u>independent</u> evaluators so that you may choose one to test your child.</li> <li>➤ The school district must consider the results of an independent evaluator.</li> </ul>                                                                                                                                                                                                                                                     | <p style="text-align: center;"><b>SURROGATE PARENTS:</b></p> <ul style="list-style-type: none"> <li>➤ 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's rights and interests for any evaluation, meeting, or educational decisions for special education services.</li> <li>➤ Surrogate parents will receive special training and will act as the parent by giving consent and participating in IEP/other meetings.</li> </ul>                                                                                                                                                                                                                                                                                                                  |

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| <ul style="list-style-type: none"> <li>➤ The IEP team uses the results of the test to determine if your child has a disability or needs special education.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <ul style="list-style-type: none"> <li>➤ The surrogate parent has the same rights and responsibilities as a parent in special education in matters relating to a student.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p style="text-align: center;"><b>NOTICE/PARENT PARTICIPATION:</b></p> <ul style="list-style-type: none"> <li>➤ You must be notified of your parental rights.</li> <li>➤ You must be invited to attend meetings about your child such as eligibility, reevaluation, or IEP meetings.</li> <li>➤ You are to receive copies of all documents about your child's education program and can have them explained to you.</li> <li>➤ Copies can be in your native language, Braille, or explained in sign language. If needed, the school district will provide a translator or interpreter.</li> <li>➤ You must be given opportunities to participate in any decision-making meeting regarding your child's special education.</li> <li>➤ You must be invited to any meeting that is held to discuss your child's disability, evaluations, re-evaluations, placement of your child, and his/her IEP and its contents.</li> <li>➤ You are entitled to have IEP meetings held at a time and place mutually convenient to you and other members of the IEP Team.</li> <li>➤ 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.</li> </ul> | <p style="text-align: center;"><b>COMPLAINTS, MEDIATION, HEARINGS:</b></p> <ul style="list-style-type: none"> <li>➤ You have the right to ask for mediation or a due process hearing if you disagree with what the school has planned for your child.</li> <li>➤ The school system can also ask for mediation or a due process hearing.</li> <li>➤ The parent and the school system must both agree to try mediation before mediation will be scheduled.</li> <li>➤ When you request a due process hearing, you have the right to participate in a resolution session that provides an opportunity for parents and school systems to resolve any issues in a due process complaint so that the parents and systems can avoid a due process hearing and provide immediate benefit to the child.</li> <li>➤ When you request a due process hearing, you have the right to an impartial due process hearing conducted by an administrative law judge (ALJ)/ hearing officer.</li> <li>➤ 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 the Division 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.</li> </ul> |
| <p style="text-align: center;"><b>CONSENT:</b></p> <ul style="list-style-type: none"> <li>➤ The school cannot test/evaluate or re-evaluate your child without your permission/consent.</li> <li>➤ The school cannot place your child in special education or change your child's program placement without your permission/consent.</li> <li>➤ The school district cannot release your child's records without your permission/consent except to certain individuals identified in law.</li> <li>➤ You have the right to <u>not</u> give your permission/consent.</li> <li>➤ You have the right to take away your consent to special education and related services once you have given permission; you must do it in writing. Revoking consent means your child will no longer receive any special education services.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p style="text-align: center;"><b>DISCIPLINE PROCEDURES AND RIGHTS:</b></p> <ul style="list-style-type: none"> <li>➤ The school system must follow certain procedures when students with disabilities exhibit behaviors that cause the IEP Team to find other settings and/or ways to educate the child.</li> <li>➤ Schools may remove students to alternative programs when there is a potential danger to the child, students, or school personnel.</li> <li>➤ Regardless of the setting, the school district must continue to provide a free appropriate public education for your child.</li> <li>➤ The setting must enable your child to continue to receive services that will allow them to meet the goals and objectives in their IEP.</li> <li>➤ Disciplinary actions occur for violations involving drugs, alcohol, weapons, or other school rules violations.</li> <li>➤ These rights protect you, your child, and the school system.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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| <p style="text-align: center;"><b>PRIVATE SCHOOL PLACEMENT:</b></p> <ul style="list-style-type: none"> <li>➤ If you decide to place your child in a private school, you must inform school officials at the last IEP meeting you attend of your intent and explain your concerns about the public program.</li> <li>➤ The school system is not required to pay for the private school if the 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.</li> </ul> | <p style="text-align: center;"><b>CONTACTS:</b></p> <ul style="list-style-type: none"> <li>➤ When you have concerns about your child’s education, it is important to tell the school principal or special education director.</li> <li>➤ If you need further help, there are parent or advocacy groups from whom you may obtain help. Ask the school for information or a 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 <a href="http://www.p2pga.org">www.p2pga.org</a>.</li> <li>➤ You may also contact the Division for Special Education Services and Supports at 404-656-3963 or 1-800-311-3627 or go to the Georgia Department of Education website at <a href="http://www.gadoe.org">www.gadoe.org</a> to help find other helpful resources.</li> </ul> |

# 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). The following information may be requested:

- 1) Whether the student's teacher -
  - has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
  - is teaching under emergency or other provisional status through which State qualification or licensing 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**

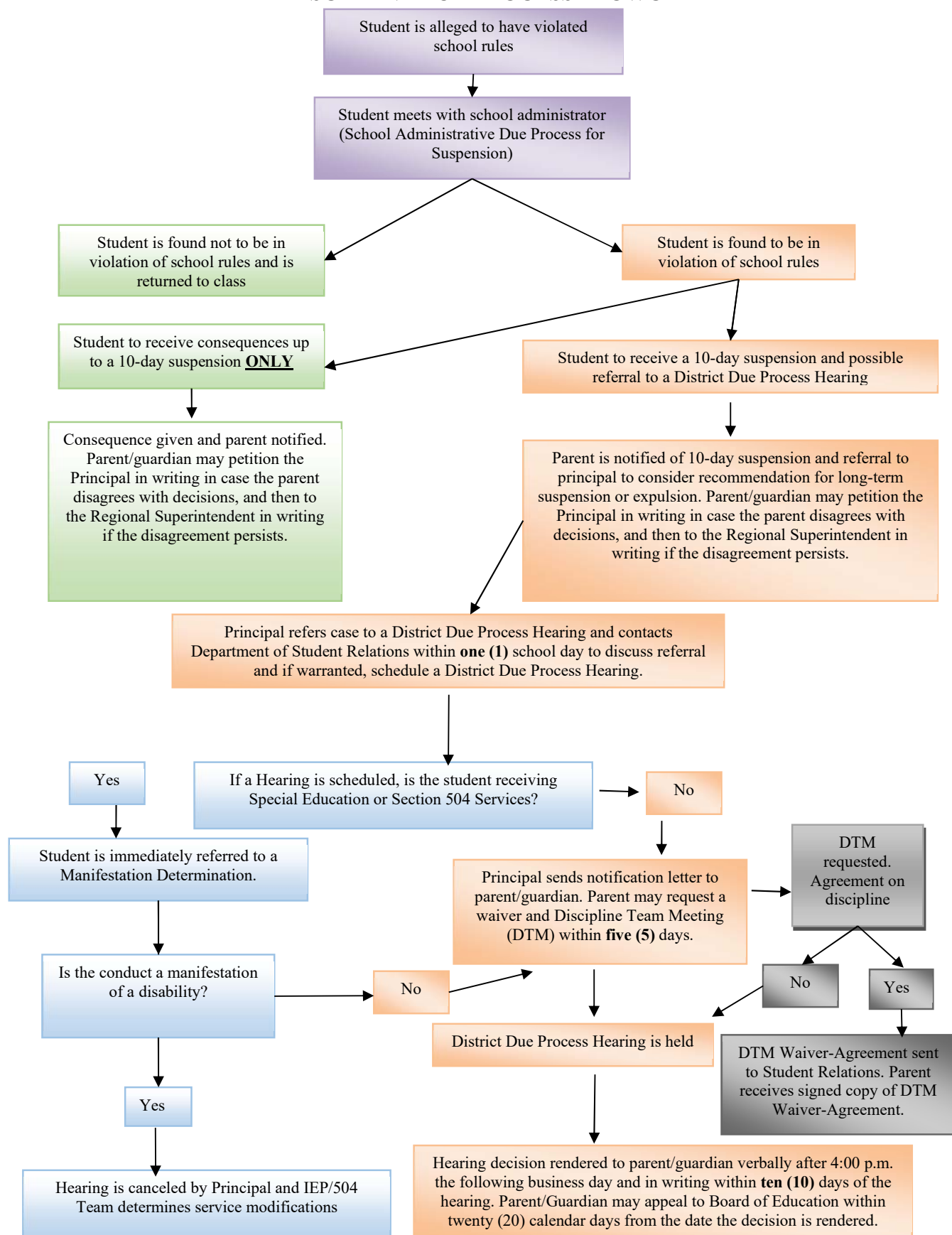
The DeKalb County School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

DeKalb County School District  
Employee Relations  
1701 Mountain Industrial Boulevard  
Stone Mountain, GA 30083  
678-676-0107

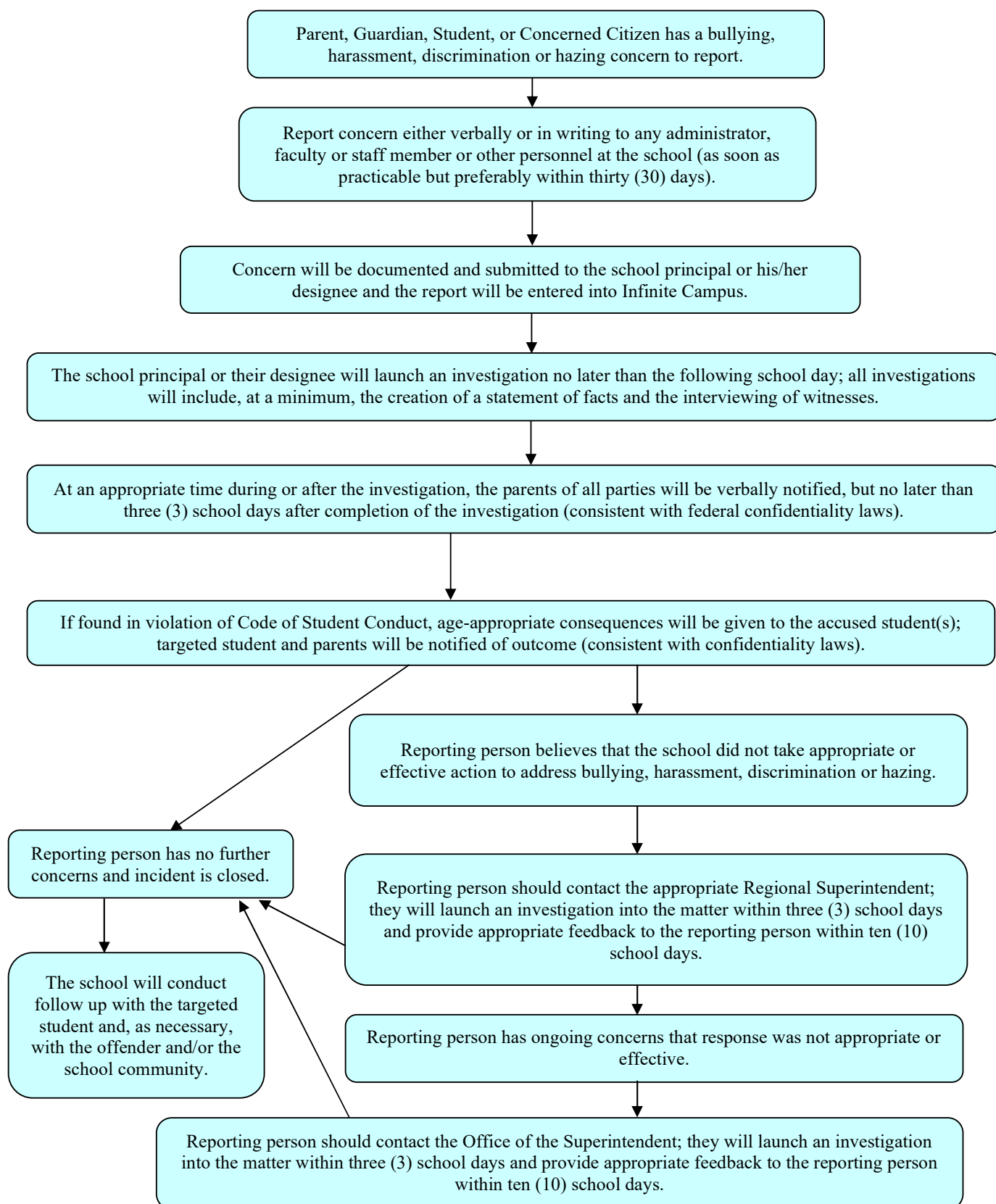
For further information on notice of non-discrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481.



## DISCIPLINE DUE PROCESS FLOWCHART



**2023-2024**  
**BULLYING/HARASSMENT/HAZING REPORTING FLOWCHART**



2023-2024

**Bullying/Harassment/Discrimination/Hazing Report Form**

**This form is available at [www.dekalbschoolsga.org/bullying-harassment-hazing-awareness](http://www.dekalbschoolsga.org/bullying-harassment-hazing-awareness)**

**PLEASE PRINT ALL INFORMATION LEGIBLY.**

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 ☐ 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/Locker 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 6/22/23



## NOTES

## NOTES



*“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

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**WRITTEN COMMENTS, SUGGESTIONS, OR RECOMMENDATIONS ABOUT THE CONTENTS OF THE CODE OF STUDENT CONDUCT ARE WELCOME.**

**THEY MAY BE SENT TO:**

**DEPARTMENT OF STUDENT RELATIONS  
5823 MEMORIAL DRIVE  
STONE MOUNTAIN, GA 30083**

**(678) 676-1811**

**MR. DIJON DACOSTA, SR., BOARD CHAIR**

**DR. DEVON Q. HORTON, 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.



# Schoolwide Discipline Plan 2023-2024



**The Dekalb Preparatory Academy Schoolwide Discipline** plan provides behavioral expectations and procedures that are designed to ensure a safe and caring environment for all student staff. DPA will maintain a firm, fair and consistent system for handling behavioral infractions

The students and staff at DPA believe that everyone has the right to experience a safe and friendly school learning environment. DPA students will abide by the following **Schoolwide Behavioral Expectations**.

1. I will treat everyone with kindness and respect
2. I will keep my hands my feet to myself
3. I will not use inappropriate language towards anyone
4. Follow directions the first time without question
5. Be punctual and attend class each day

## **Level 1 Behavior Infraction Procedures**

### **Level 1 Behavior Infractions include:**

Inappropriate language (cursing)  
Physical contact  
Insubordination  
Dress code violation  
Minor class disruption  
Lying/cheating  
Inappropriate use of school property or materials  
Cell phone violations (Students must have cell phones turned off during school hours)

Level 1 behavior infractions will be handled by the classroom teacher in accordance with their classroom discipline plan. To ensure students demonstrate appropriate behaviors in the classroom, procedures and routines must be frequently modeled and practiced.

### **If the behavior persists, the classroom teacher must:**

1. Conference with the student
2. Document the behavior by completing a discipline referral form
3. Contact the parent and send home the referral form.

### **Other behavioral consequences and interventions could include:**

1. Meeting with the parents
2. Lunch detention (Only administrators can assign lunch detention)
3. Student behavioral intervention plan

**Once a student accumulates three Level 1 infractions in a three month period, the classroom teacher must send the student to the office with a discipline referral to conference with principal, vice-principal, social worker, or counselor.**

## **Level 2 Behavior Infraction Procedures**

Level 2 behavior infractions or students reaching a habitual discipline level will receive an **immediate** referral to the office to conference with an administrator. An administrator will contact the parent to discuss the incident.

### **Level 2 infractions include:**

Abusive/Inappropriate language toward a staff member  
Fighting  
Major disrespect/insubordination  
Major classroom disruption/Tantrums  
Major verbal altercation between students  
Theft  
Habitual discipline

### **Possible consequences and interventions could include**

Loss of privileges  
Restitution  
Required parent conferences  
Behavioral intervention plan  
Out of School Suspensions

## **Level 3 Behavior Infraction Procedures**

Students committing Level 3 behavior infractions will be immediately sent to the office **with a referral** and their parents will be contacted by administration. Level 3 infractions will receive an immediate **Parent Conference/Suspension for a specific period of time and possible expulsion:**

### **Level 3 infractions include:**

Bullying/Threats  
Alcohol/drugs/tobacco  
Immoral conduct  
Vandalism/Tagging  
Arson  
Weapons

### **Other possible consequences and interventions could include:**

Loss of privileges  
Restitution  
Behavior intervention plan

## **Cafeteria Expectations**

Students will:

- ☐ Enter the cafeteria quietly
- ☐ Use the restroom before entering the cafeteria or after lunch
- ☐ Listen and be respectful to all cafeteria staff members
- ☐ Wait in line quietly and wait their turn when getting lunch
- ☐ Keep hands, feet and objects to themselves
- ☐ Eat their own food
- ☐ Do not throw food
- ☐ Always WALK in the cafeteria
- ☐ Clean up after themselves
- ☐ Respect others personal space
- ☐ Raise hand for assistance
- ☐ Talk using an inside voice (No Screaming)

## **Classroom Expectations**

Students will:

- ☐ Enter quietly, in single file
- ☐ Place homework in assigned locations
- ☐ Take your seat immediately
- ☐ Raise hand with open palm to respond to a question, or make a comment during instruction
- ☐ Wait silently for teacher to acknowledge and respond.
- ☐ Keep things organized
- ☐ Report any incidents or problems
- ☐ No running, playing or sleeping in the classroom
- ☐ No loud
- ☐ No cell phones

Students will:

## **Locker Expectation**

- ☐ Only go to lockers before school and after school and at assigned grade level time
- ☐ Have no food in lockers
- ☐ Have no values in lockers
- ☐ Have no prohibited items in locker
- ☐ Have random locker checks at least quarterly and as needed

## Hallway Expectations

Students will:

- ☐ **WALK!! DO NOT RUN** to and from your destination
- ☐ Always use a quiet voice
- ☐ Walk on the right side of the hallway and Pass on the left
- ☐ Carry a hall pass anytime you are without your teacher
- ☐ Listen to directions from adults
- ☐ Report any problems
- ☐ Only one student is allowed out of the classroom at a time
- ☐ Do not linger in the hallways. Please following these simple steps: Go. Handle Your Business. Return to Class.

## Restroom Expectations

Students will:

- ☐ Use the facilities the appropriate way
- ☐ Report any problems
- ☐ Use appropriate restroom behaviors
- ☐ Respect others privacy
- ☐ Keep hands and feet to yourself
- ☐ Keep restroom clean
- ☐ Flush toilets
- ☐ Wash your hands and clean up after yourself
- ☐ Do not linger in the restrooms. Please following these simple steps: Go. Flush. Wash. Leave.

### **Arrival Expectation**

Students will:

- Be allowed to come through the school doors until 7:45 am
- Walk on sidewalks and not on the landscaping
- Not climb on any trees on the school campus
- Follow school wide behavior rules when waiting for school to open
- Skateboards and scooters are not allowed on campus
- Park your bikes in designated area

### **Dismissal Expectations**

Students will:

- Sit quietly
- Watch the smartboard
- Listen to announcements
- Walk with an adult directly to your car/van
- Leave the school campus immediately unless they are participating in an after-school activity



## **Dress Code**

Students are expected to adhere to the Dress Code Policy at Dekalb Preparatory Academy.

Students are not allowed to wear:

- ☐ Sagging pants
- ☐ Jeans
- ☐ Hats, hoods, caps or any other head gear
- ☐ Shirts with inappropriate words, pictures or logos
- ☐ Flip flops
- ☐ Leggings, unless worn under dress or skirt
- ☐ Tight fitting clothes

Any clothing that does not fit in the uniform policy is **PROHIBITED**

Consequences for dress code violations:

- 1<sup>st</sup> Violation: Send letter about dress code policy sent home. Parent must sign and student return.
- 2<sup>nd</sup> Violation: Call home
- 3<sup>rd</sup> Violation: Parent/Teacher Conference. Student will be able to return once uniform problem is resolved.
- 4<sup>th</sup> Violation: Parent/Administrator Conference.

## **Anti-Bullying Policy**

It is the responsibility all staff, students, and community members of DPA to ensure our school is a safe, caring place where everyone is respected, and no one is bullied.

Bullying occurs when someone is repeatedly, with words or actions, hurts, frightens, threatens, or leaves someone out on purpose. Some examples of bullying include the following incidences that are repeated over time:

- ☐ Pushing, hitting, kicking, or throwing things at someone
- ☐ Constant name calling or teasing
- ☐ Threatening to hurt someone
- ☐ Always leaving someone out on purpose
- ☐ Spreading rumors about someone, including cyber-bullying on social media

Students who believe that they have been bullied, or have seen another student being bullied, should immediately report the problem to a teacher or another staff member. Any parent who becomes aware of a bullying incident, should report it to a teacher or school administration.

## **Consequences for Violating Anti-Bullying Policy**

After an investigation, DPA administration will take the following steps when a student is found to have violated the Anti-Bullying Policy:

### **Meeting with student**

School administration will meet with the student to discuss the incident and reinforce to the student that bullying will not be tolerated on campus. The student will also be reminded of the DPA Behavior Expectations.

### **Notification and meeting with parents**

School administration will notify the parents of all students involved in the bullying incident. The parents may also be asked to meet with other staff members, including the behavior mentor, student's teacher or psychologist.

### **In School Suspension**

Students found to have violated the Anti-Bullying Policy will receive an immediate Parent Conference/Suspension for a specified number of days.

### **Resolution & Behavioral Intervention Plan**

The student will be asked to write an apology letter to the student who was bullied. The previously signed Student Behavior Contract will also be reviewed with the student. A behavioral intervention plan may also be developed by school staff to ensure the incident does not happen again.

## **Behavioral Interventions**

To ensure a safe, positive classroom environment, classroom teachers will use a variety of behavioral interventions including:

- ☐ Clearly posting a defining classroom and schoolwide behavioral expectations.
- ☐ Teaching, role-playing, and regularly practicing all classroom procedures and routines.
- ☐ Quietly redirecting students and holding private conversations away from others.
- ☐ Refraining from engaging in an argument or power struggle with students.
- ☐ Acknowledging students who are demonstrating appropriate behaviors.
- ☐ Analyzing the reasons why a student is not complying with behavioral expectations, including: determining the motivation, evaluating environmental factors, and documenting behavior patterns.
- ☐ Collaborating with administration, social worker, counselor, colleagues and parents to develop behavior intervention plans. These plans will be regularly monitored and evaluated for effectiveness.
- ☐ Utilizing a variety of consequences including: timeouts, meeting, and loss of privileges.

## **Grievance Policy**

DPA promotes an “Open Door” approach and an atmosphere whereby all employees can talk freely with members of the administrative staff. The school is interested in the success of all of our employees. However, in situations where it is felt that a formal complaint is in order, employees should follow this Grievance Policy.

During the day-to-day operation of DPA, misunderstandings and problems that require attention may arise. Should an employee feel as though their problem has not been adequately addressed or resolved, the employee should use the following grievance procedure:

### **Step One: Informal Discussion**

An employee having a problem, complaint, or dispute, either with a fellow employee or with a member of the administration, shall make every effort to resolve the matter through informal discussion with the person with whom s/he has the problem, complaint, or dispute, within five working days of the occurrence or cause of such matter.

### **Step Two: Administrative Review**

If the matter cannot be resolved through informal discussion, the aggrieved employee may submit a written request for a face-to-face meeting with the Principal (or Director of Finance & Operations if they are an operations employee) and any other person or persons whose actions or decisions give rise to the matter.

The Principal or Director of Finance & Operations will schedule such meeting to occur within five business days of his/her receipt of the request. At such meeting, each party will have the opportunity to be heard and to request relief. Within twenty-four hours after such meeting, the Principal or Director of Finance & Operations will issue a written recommendation as to how the matter should be resolved. All parties present at the meeting shall receive copies of the written recommendation.

### **Step Three: Review by the Head of School**

If the aggrieved employee remains unsatisfied after undergoing the administrative review process, s/he may, within ten business days after his/her receipt of the Principal's or manager's written recommendation, file a written grievance, either electronically or through the regular mail, with the DPA Head of School.

A formal written grievance must include the following:

- Clearly state the employee's intent to utilize these complaint procedures;
- The mailing or email address of the complainant to which all notices and other documents may be mailed;

- A reference or description of the law, policy or agreement that is alleged to have been violated;
- A brief statement of the facts on which the complaint is based that explains how the law, policy, or agreement has been violated;
- Names of witnesses and any evidence the employee wishes to be considered; and
- A clear statement of the relief desired.

The Head of School will respond within five working days of his/her receipt of such grievance, by acknowledging such receipt to the aggrieved employee, and notify the aggrieved employee of the time and place of an initial meeting with the Head of School to discuss the grievance. After the initial meeting and investigation, the Head of School, will make every effort to issue a written decision within ten (10) working days of receiving the initial complaint. If it will take longer than 10 working days to render a decision, the Head of School must update the employee and provide an estimate on when a decision can reasonably be rendered or the Head of School may automatically forward the complaint to the Board of Directors without rendering a decision.

#### **Step Four: Review by the Board of Directors**

If the aggrieved employee remains unsatisfied after undergoing the administrative review process s/he may, within ten (10) calendar days after receipt of the Head of School's written response, file a written grievance, either electronically or through the regular mail, with the Chair of the Board of Directors. The Chair will respond within five working days of his/her receipt of such grievance, by acknowledging such receipt to the aggrieved employee, and notify the aggrieved employee of the date and time for a Level IV hearing with the Board. This hearing will take place within 30 business days of the receipt of the appeal by the Board Chair. The aggrieved employee shall have the right to bring an attorney or other advocate to represent him/her, voice his/her complaints, and bring witnesses to support his/her position. After such meeting, within five business days, the Board will issue a written response to the grievance as to how the matter should be resolved. The Director of Finance & Operations, Head of School, and the aggrieved employee will receive a copy of the Board's written decision. The Board will have the ultimate and final decision in the grievance process and as such the Board's decision may not be appealed.

All employees are encouraged to take advantage of the formal grievance procedure for issues that cannot be resolved informally, without fear of reprisal as the result of exercising this option.

#### **Anti-Retaliation**

DPA strictly prohibits and does not tolerate unlawful retaliation against any employee by another employee.

All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other form of retaliation for participating in any activity protected by law. Examples of protected activities include, but are not limited to:

- Lodging a good faith internal complaint (written or oral) specifically opposing unlawful discrimination or harassment.

- Filing a good faith complaint of unlawful discrimination or harassment with the US Equal Employment Opportunity Commission (EEOC), the Georgia Commission on Equal Opportunity, or in court.
- Participating in DPA's internal investigation into allegations of sexual harassment.
- Supporting another employee's internal or administrative complaint of unlawful discrimination.
- Filing a good faith complaint with the US Department of Labor (DOL), Georgia Department of Labor, or in court about wage and hour violations or unfair pay practices, or participating in a wage and hour investigation or audit conducted by the DOL or state or local administrative agency.
- Requesting an accommodation under the Americans with Disabilities Act.
- Requesting or taking leave under the Family and Medical Leave Act.

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.



# **DeKalb Preparatory Academy 2023-2024 Employee Handbook**



8<sup>th</sup> Grade Student Art





## **DeKalb Preparatory Academy**

"Where Every Student Has A Gift"

### **Welcome to DeKalb Preparatory Academy**

Thank you for joining the DeKalb Preparatory Academy ("DPA") team. We are happy to have you join our team and appreciate your willingness to share your skills and talent as we educate children and help to shape a progressive and productive community. We are committed to and will continuously provide the support and resources that will provide empowerment and growth during your employment, that will be a professionally rewarding and a personally satisfying experience. We look forward to your contributions to the DPA team as we create opportunities for our students to become successful lifelong learners.

You have joined an organization with an established reputation for excellence in education. We value you and give kudos to Executive Administration for selecting the highest in qualified staff, offering superb instruction and service to deliver the results in education to the DeKalb community & stakeholders. We are excited, and ready to provide you with exceptional peer support and inclusion, enabling you to take pride in your contribution as an employee of DPA. As Chair, and on behalf of DPA's Board of Directors, I extend to you my best wishes for a successful school year. Welcome aboard!

Sincerely,

Suzette Arnold  
DPA Board Chair



# **DeKalb Preparatory Academy**

"Where Every Student Has A Gift"

## **About This Handbook**

The DPA Employee Handbook ("Handbook") is written to serve as a guide for the employee/employer relationship. This Handbook applies to all teachers and staff at DPA. Additionally, contractors of DPA, who work on the school premises are also expected to comply with the applicable terms and conditions of this Handbook.

This Handbook contains general information and guidelines and is subject to revision. It is intended to be comprehensive and to address all possible applications of, or exceptions to, the general policies and procedures described herein. Therefore, the Executive Staff of DPA reserves the right to revise as needed.

Should you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice, you should address your specific questions to your immediate supervisor, the School Leader, or the Director of Finance & Operations. You are responsible for reading, understanding, and complying with the full provisions of this Handbook.

Our objective is to provide you with a work environment that is collaborative and engaging, culturally inclusive, and constructive to both professional and personal growth.

I am super excited about you joining our team and becoming an important part of our mission-driven organization. I look forward to a successful year of educating and nurturing our students here at DPA and to getting to know you as a person and educator.

Sincerely,

Dr. Lenise Bostic, Head of Schools



## **DeKalb Preparatory Academy**

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### **DeKalb Preparatory Academy Statement of Diversity**

**DeKalb Preparatory Academy** does not discriminate on the basis of race, color, sex, religion, or national and ethnic origin, disability, age, medical condition, marital status, political affiliation, sexual affiliation, veteran status, or any other characteristic protected by law, in its hiring and employment practices, educational programs, admissions, or other programs administered by the school.

#### **Statement of Non-Discrimination**

DeKalb Preparatory Academy does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities.

DeKalb Preparatory Academy does not discriminate on the basis of disability in its hiring or employment practices.



# **DeKalb Preparatory Academy**

"Where Every Student Has A Gift"

## **DeKalb Preparatory Academy Mission Statement**

### **TO SHINE LIGHT INTO DARK CORNERS**

**DeKalb Preparatory Academy** believes all students can learn and our mission is to collaboratively design ways to deliver excellence in education to students in a manner that empowers students to cultivate knowledge and learn to think critically and act collaboratively and compassionately.



# **DeKalb Preparatory Academy**

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## **ADMINISTRATION**

DPA's administrative team is eager to serve you in our mission of delivery of a world-class education to our students. Your satisfaction in your role is DPA's highest priority, so we hope you will communicate your goals, questions, suggestions and concerns freely and in the spirit of helping DPA grow.

Mrs. Jamedia Owens, K-5 Principal – [jowens@dekalbprepacademy.org](mailto:jowens@dekalbprepacademy.org)

Mr. Malcolm Brown, 6-8 Principal - [mbrown@dekalbprepacademy.org](mailto:mbrown@dekalbprepacademy.org)

School Contact information:

[www.dekalbprepacademy.org](http://www.dekalbprepacademy.org)

1409 Austin Drive

Decatur, GA 30032

Main Phone - 404-937-2000

Fax – 404-937-2020





# **DeKalb Preparatory Academy**

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## **Receipt and Acknowledgment of**

### **Dekalb Preparatory Academy (DPA) Employee Handbook**

**Please read the following statements, sign below and return to the Business Manager.**

I have received a copy of the Handbook and have read and understood the outlined policies. I also acknowledge that I have been given an opportunity to discuss any policies contained in this Handbook with a school official.

I agree to abide by the policies set forth in this Handbook and understand that compliance with DPA rules and regulations is necessary for continued employment. My signature below certifies my knowledge, acceptance, and adherence to the DPA policies, rules, and regulations.

I acknowledge that DPA reserves the right to modify or amend its policies at any time, without prior notice. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook and understand it is my responsibility to read and comply with the policies contained herein and any revisions that may follow.

---

Printed Employee Name

---

Employee Signature

---

Date



# DeKalb Preparatory Academy

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## At-Will Employment

Employment with DPA is voluntary and the Employee is free to resign at-will at any time, with or without cause. Similarly, DPA may terminate the employment relationship at-will at any time, with or without notice or cause, so long as there is no violation of applicable Federal or State law. Resignation or termination of employment by the Employee or the School is subject to the provisions of the employment contract. No part of this handbook shall be interpreted to constitute a contract, guarantee employment for any period of time, or prevent discharge or discipline of an employee on an at-will basis.

Any Employee who resigns or is terminated will be responsible for returning all School property. Failure to do so will result in the cost of these items being deducted from the employee's final paycheck.

Either party is free to terminate the Agreement at any time except as expressly limited by the provisions in this handbook. The parties further acknowledge and agree that Employee's status as an at-will employee may not be modified or superseded, except by a written agreement signed by Employee and a duly authorized representative of the Employer.

Employee's employment may be terminated at any time as follows:

- A. **Termination by Employee:** Employee may terminate this Agreement upon providing at least 60 days advance written notice to the Employer. If the Employee fails to provide the required 60 days advance written notice, DPA will incur costs of replacing Employee on an interim basis using substitute teachers as well as other expenses associated with Employee's expedited replacement.

The parties agree that this failure will cause the Employer to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery of Employer's actual damages, and that the liquidated damages set forth below represent a fair, reasonable, and appropriate estimate thereof.

If the Employee fails to provide at least 60 days advance written notice, he/she agrees (a) immediately to pay the DPA (the Employer) \$1,000 to compensate for these costs, or (b) that such amount will be withheld from his/her final paycheck or other payment owed to Employee for reimbursement of expenses. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.

If the Employee fails to make such payment and the amount of his/her final paycheck and/or reimbursement check does not reimburse DPA for the full amount, the Employer reserves the right to initiate a court action against Employee for recovery of the remaining replacement costs, plus any attorneys' fees and other litigation costs.





## **DeKalb Preparatory Academy**

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DPA may waive the 60-day advance written notice provision and determine Employee's departure date. In a case where DPA agrees to a departure date that is less than 60 days from the date that Employee gave notice, DPA agrees not to seek recovery of any replacement costs.

**B. Termination by the Employer:** Termination of Employee may occur under any of the following conditions:

- Within the first 60 days of the contract term, Dekalb Preparatory Academy may terminate immediately without cause, advance notice, or payment other than outstanding amounts earned for work performed.
- After the first 60 days, may terminate Without cause (a) upon ten working days' notice, or (b) in lieu of notice, with payment to Employee for five working days following the date of termination.
- If Employer fails to meet or maintain its enrollment projections, as determined in the sole discretion of Employer.
- By reason of reorganization, restructuring or financial constraints that result in a job elimination.
- If Employee fails to obtain or maintain his/her teaching certification or does not make reasonable progress towards becoming a highly qualified teacher as defined by county, State and Federal Law.
- By reason of unsatisfactory job performance and/or excessive absenteeism.
- By reason of misconduct, unprofessional conduct or conduct unbecoming an employee, or tending to bring disrepute upon the Employer, or
- If the results of Employee's background investigation (including but not limited to, criminal history, education, work experience or references) are unsatisfactory or if the Employee was not truthful on his/her employment application form.

### **Confidential Information**

It is DPA's policy to maintain strict control over access to its premises, records, intellectual property, computer information, and other confidential and business information. I understand that my access to DPA's premises, records, intellectual property, computer information, and other confidential and business information requires the use of my sound judgment in carrying out my duties and that I will be held accountable for any wrongdoing or acts of indiscretion.

I am further aware that confidential information will be made available to me during the course of my employment. I understand that all information pertaining to students, parents, and coworkers is strictly confidential and protected. I further am aware proprietary materials must not be given out or used outside of DPA's premises or with non-school/DPA employees.



# **DeKalb Preparatory Academy**

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I agree that in compliance with my obligation to keep proprietary information confidential, which is critical to the success of DPA, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, development or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the school, DPA and/or any of its clients, customers, consultants, licensees or affiliates.

Confidential and proprietary information obtained as a result of employment with DPA is not to be used for the purpose of advancing any private interest, or as the means of making personal gains. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to disclose, utilize, or exploit this information with any other individual or company and will return all proprietary materials, without retaining any copies, to DPA.

## **Privacy**

DPA has established procedures to safeguard the privacy of students' individually identifiable health and personal information and similar files, the release of which would be an invasion of personal privacy.

Employees having access to such information, either directly or indirectly, will comply with federal and state records law regulations. Employees must comply with both the Family Educational Rights and Privacy Act (FERPA), regarding personal data includes (and not limited to) the following:

- Social Security Number (SSN)
- Date of Birth (DOB)
- Home Address
- Home Phone Number
- Physical Description
- Medical History
- Gender and Ethnicity

## **Business Conduct**

### **On-the-Job Business Activities & Distribution of Materials**

Employees are expected to dedicate their efforts during working hours to their employment duties for Dekalb Preparatory Academy. As such, employees may not engage in any business for profit other than their regular duties during working time. Distribution of advertising or other business-related material, as well as business solicitations by employees, are prohibited actions.



## **DeKalb Preparatory Academy**

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### **Employee Relations**

Employees are expected to be courteous to the leadership, parents, stakeholders and colleagues. In demonstrating courtesy, employees are expected to be tactful, to control their tempers, and to exercise patience and discretion. In performing their duties, employees are expected to refrain from abusive, threatening, harassing, violent, intimidating, crude, vulgar, profane, or insolent language, gestures, or actions. As well, employees are expected to refrain from expressing prejudice toward any person(s) or any group(s) based upon sex, race, national origin, age, religion, politics, lifestyle, or any personal characteristics.

### **Compliance with Supervisory Directives**

Employees are expected to comply with directions of a supervisor or member of management. Such directions may be relayed from a supervisor through an employee of the same or lesser position.

If an employee receives direction which s/he believes conflicts with a prior rule or directive, the employee should request that his/her supervisor clarify the directive to help mitigate any perceived misunderstanding.



# DeKalb Preparatory Academy

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## Professional Conduct and Ethics in Testing

I have received and read DPA's policies relating to Ethical Conduct and Standards, Code of Conduct, Whistleblower Policy and Professional Code of Ethics in Testing. I understand and will agree to abide by these policies.

## Acknowledgement

By signing this acknowledgement, I hereby confirm my understanding and agreement to abide by all policies set forth by DPA.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



# **DeKalb Preparatory Academy**

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## **I. GENERAL EMPLOYMENT INFORMATION**

### **Contracts**

All DPA employees are employed in accordance with their annual contract (10-month employees) or employment offer letter (12-month employees). No tenure or right of continued employment is created through this handbook. In accordance with Georgia law, all employment relationships are at at-will.

Within the first 60 days of an annual contract term, Dekalb Preparatory Academy (DPA) may terminate immediately without cause, advance notice, or payment other than outstanding amounts earned for work performed. This change to the contract language will begin on August 1, 2021 and continue in effect thereafter unless otherwise modified and approved by DPA's Board of Directors. After the first 60 days, DPA may terminate Without cause (a) upon ten working days' notice, or (b) in lieu of notice, with payment to Employee for five working days following the date of termination;

All policies and procedures outlined in the Handbook are subject to change at any time throughout the year. Should any changes occur during the year, DPA will communicate the changes to all employees in a timely manner.

Should an employee have questions about the information contained in this Handbook or other HR matters, including payroll and benefits, they should contact the Director of Finance & Operations or the Business Manager.

### **Evaluation**

DPA uses the Teacher Keys Effectiveness System ("TKES") for all instructional staff, the Leaders Keys Effectiveness System for all members of the instructional leadership team, and an internal evaluation rubric for operational staff based on TKES. All staff members undergo a year-long evaluation process that includes regular feedback from a designated manager, frequent review of practice (in the form of review of deliverables, observations, and data collection), and quarterly conferences with the supervisor to review data and progress against goals to date. All staff members' performance is evaluated against the TKES competencies and requires annual growth toward a defined goal and self-assessment on that growth. Teachers and other staff members who are not making adequate annual growth may be placed on a performance plan with more intensive support to meet their goals.

### **Timeline**

To the extent possible, DPA will strive to following the following timeline for reviews:

- August/September: Goal setting and pre-evaluation conference
- December-January: Mid-year review
- May-June: Final evaluation and completion of annual review



# DeKalb Preparatory Academy

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**Performance & Evaluation:** Employee agrees to perform all instructional and teaching duties as assigned and to work cooperatively with all staff, faculty, and administration of DPA. Employee acknowledges that the job duties set forth in this Employee Handbook and any job description are general guidelines only and that you will be required to perform other tasks as assigned by the Principal or other members of Administration throughout the school year.

Employee shall be subject to periodic performance reviews as prescribed by the school's Administration using TKES and the Teacher Duty and Responsibility Form. Employee understands and agrees that the provisions of O.C.G.A § 20-2-940 are not applicable to this Agreement and hereby waives any present due process rights in connection with termination of this agreement.

## **Performance Improvement Plans**

In the event that a staff member has not made adequate progress on goals within the year, s/he will work with his/her supervisor to develop a Performance Improvement Plan (PIP). A PIP serves as a roadmap which details strategies and tactics for the employee's targeted improvement.

A staff member on a PIP will participate in increased observation by their supervisor and may have additional responsibilities, duties or requirements aimed at supporting a successful resolution to the specified issue or challenge. The PIP can apply to any employee in the organization.

If the supervisor fails to see improvement in the employee's behavior or performance, the employee is subject to further consequences, up to and including termination.

However, the adoption of a PIP may not be limited to performance evaluations and may be implemented at any time during the school year as deemed necessary by Administration. The lack of a PIP does not preclude DPA from terminating employment when appropriate under the specific circumstances.

## **Employee Classifications**

### *Full-time Employees*

Employees that work 35 or more hours per week are classified as Full-time employees. There are two categories of Full-time employees: (1) **10-month** classroom and related staff that work based on the annual school calendar; and (2) **12-month** administrative staff that work year-round. Full-time employees of either category are eligible for all benefits offered, provided that they meet the qualifications outlined for each benefit. Full-time employees are compensated on either a salaried or hourly basis in accordance with federal and state law.

### *Part-time Employees*

Employees that work less than 35 hours per week and/or less than the full year are classified as Part-time employees. Part-time employees are not eligible for the benefit package offered by DPA. All Part-time employees are compensated on an hourly basis.



# **DeKalb Preparatory Academy**

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## **Compensation and Benefits**

DPA endeavors to pay all employees' wages that are competitive with other employers in the marketplace in a way that will be motivational, fair and equitable. Compensation may vary with individual performance in compliance with all applicable statutory requirements. DPA applies the same principles of fairness to all employees regardless of organizational level, race, religion, color, national or ethnic origin, age, sex, sexual orientation, marital status, citizenship status, disability, genetic predisposition or carrier status, status in the uniformed services of the United States (including veteran status), or any other category protected by law.

All staff members' compensation, including annual salary, paid benefits, and illness & personal business) allocations are articulated in the annual contract or employment offer letter. All eligible employees of DPA who enroll in benefits will start receiving medical, dental, basic life insurance, and vision coverage on the first day of the month following a thirty (30) day waiting period which begins on their first day of employment.

Staff members are not compensated for missed time that exceeds the allocation of illness and/or personal business days earned. Staff members who are frequently tardy or leave early will be docked for that missed time.

The benefits package for DPA staff is competitive and is managed through the Finance & Business office. All full-time staff receive fully paid health, life, dental, vision, short-term disability, and accidental death and dismemberment insurances, as well as contributions to the Teachers Retirement System of Georgia (TRSGA). Staff members may also obtain coverage for dependents (at their expense) through our current health care provider.

Employees who have questions about available benefits and coverage options or need to make changes to their coverage should contact the Finance & Business office between 8:00am and 5:00pm by emailing to schedule an appointment during your break at [hr@dekalbprepacademy.org](mailto:hr@dekalbprepacademy.org).

The Internal Revenue Service (IRS) states that eligible employees may only make elections to the insurance plan during their initial eligibility period or once a year at open enrollment. Pre-tax benefit choices are binding through the end of the plan year, October 31. The following circumstances are the ONLY reasons you may change your benefit elections during the year:

- Marriage
- Death of a Spouse
- Divorce
- Death of a Dependent
- Birth or Adoption of a Child
- Loss of Dependent Status
- Loss of Spouse's job where coverage is maintained through the spouse's plan





## **DeKalb Preparatory Academy**

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These special circumstances, often referred to as qualifying events, allow you to make plan changes at any time during the year in which they occur. The changes must be made within thirty (30) days of the event in order to make the qualified change. If changes are not communicated within thirty (30) days of the event, the employee will not be able to enroll until open enrollment in August. All other changes will be deferred to open enrollment.

### **Payroll**

All DPA employees are compensated on a semi-monthly basis (15<sup>th</sup> and last working day of the month) with a one pay period lag. For example, for the period of January 1<sup>st</sup> through 15<sup>th</sup>, the payment will be made on January 30<sup>th</sup>. Employees that start or leave during a pay period will have their pay prorated accordingly. If the 15<sup>th</sup> falls on a weekend, payment will be made on the Friday prior. 10-month employees will be paid out over a 12-month period as described in the annual contract. 10-month employees that start or leave during the school year will have their compensation prorated accordingly.

### **Background Checks and Fingerprints**

To provide for the safety and security of DPA students, employees and visitors, all DPA employees must obtain a favorable criminal background check prior to beginning employment. DPA requires all employees to obtain an updated background check every **36** months which will be conducted through Georgia Bureau of Investigations (GBI) DPA approved fingerprinting authority.

If either an applicant or an existing employee has been convicted of any crime, the Director of Finance & Operations and the Head of School will determine if employment continuation is possible based on the following objective criteria: the position applied for; length in position; contact with students; type of crime(s), quantity of crime(s), date(s), and relation to performance of duties. An applicant or existing employee convicted of a felony that involves harm against a minor will not be eligible for employment or continued employment and may be subject to termination if they are a current employee. Applicants and existing employees have an ongoing obligation to notify their leader within three days of all arrests and convictions excluding minor traffic violations.

### **Time and Labor**

All employees are classified as either "exempt" or "nonexempt" for purposes of determining eligibility for overtime pay. Exempt/salaried employees are paid on a salaried basis and are not eligible for overtime pay. Nonexempt/hourly employees are paid on an hourly basis and may be eligible for overtime pay.

All salaried employees are paid according to their annual contracts or employment offer letters. For those staff whose absences exceeds vacation and/or personal business days, the Director of Finance & Operations will notify staff of the deduction from the paycheck for substitute coverage.





## **DeKalb Preparatory Academy**

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Nonexempt employees are eligible for overtime. An overtime rate of one and one-half times the hourly rate is generally applied to the actual hours worked in excess of forty (40) hours in one pay week, or as otherwise required by the state law. Hours compensated for benefits such as sick time, holidays, jury duty, or vacations are not considered as actual time worked for purposes of computing overtime.

All hourly-based employees must have their hours (including overtime) approved by their supervisor prior to being paid for that time period. If an employee works unapproved overtime hours, s/he risks that time not being paid.

### **Taxes and Other Withholdings**

The law requires withholdings based on an employee's completion of the federal and state allowance documents (W-4 and G-4 forms). The amount withheld will vary according to IRS forms and the number of exemptions that the employee claims. Should an employee's tax status change, the employee is responsible for informing the Director of Finance & Operations and the IRS.

The payroll service provider ADP makes deductions from staff's pay and the finance/business office submits the amount, along with the organization's equal contribution, to the staff's Social Security and Medicare accounts. Eligible employees who participate in TRSGA are exempt from Social Security, but not from Medicare.

FLSA (Fair Labor Standards Act): All hourly employees who work overtime must get their hours approved before working, or risk not getting paid for that time.

Teachers Retirement System of Georgia (TRSGA): As a public school in the State of Georgia, qualifying employees at DeKalb Preparatory Academy are required to participate in the Teachers Retirement System (TRSGA). The employee contribution amount as determined by TRSGA will be withheld from each paycheck and submitted to TRSGA on a monthly basis. The current employee contribution is set at 6% of the employee's salary. The TRSGA contribution is subject to change each year. For more information about TRSGA, employees should visit the TRSGA website: [www.trsga.com](http://www.trsga.com).

### **Workers' Compensation Information**

DPA offers a comprehensive workers' compensation policy at no cost to its employees. This policy covers injury, illness, or death sustained in the course of employment.

Should an employee experience an incident while on site at DPA, they must inform their supervisor and the Director of Finance & Operations immediately after the incident to complete a Notification of Injury Form. The employee is then required to see one of the physicians on the Physicians List posted in the school's front office or breakroom. If the employee chooses not to go to one of those doctors listed on the Physicians List, s/he risks his or her claim not being accepted by the insurance company.



# **DeKalb Preparatory Academy**

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DPA requires all contractors to provide appropriate certificate of liability coverage holding harmless DPA and listing DPA as an additional insured on the policy.

## **Arrival and Tardy Procedures**

All DPA employees are expected to arrive to work on time each day as defined in their employment contract or understood as discussed with his/her supervisor.

If a staff member expects to be late for any reason, that staff member is required to call the Principal (if he or she is a school-based employee) or his/her supervisor's cell phone as soon as possible. Calling other teachers or the office staff is not an acceptable substitute for communicating directly with the Principal or direct supervisor. If a homeroom teacher expects to be late for any reason, s/he must also call another member of the staff who is not a homeroom teacher to arrange for his/her duties to be covered until s/he arrives, in addition to the Principal.

Upon arrival in the building, "All" staff are required to clock in. Staff will be considered late if (a) they do not clock in, or (b) they clock in after their scheduled arrival time. In the event that the clock in system is not working, employees are expected to demonstrate integrity when reporting their arrival time via email to the Business Manager. The official time clock will be used to determine arrival time.

Instances of tardiness will be excused in such cases as follows: pre-approved doctors' appointments, pre-approved court dates, personal car accidents or other car accidents that cause traffic delay, other emergencies as determined by the Principal or supervisor.

Excessive absenteeism and/or tardiness will be considered in evaluating overall performance. Excessive absenteeism and /or tardiness can lead to disciplinary action, up to and including termination.

Employees reporting late and with excessive tardiness will be held accountable in the following ways:

- Verbal warning
- Leave time off docked at 15-minute increments
- Formal written warning
- Employee placed on PIP
- Subject to termination

Employees who continue to report to work late after being placed on a PIP risk further disciplinary actions up to and including termination. Provided however, DPA reserves the right to deviate from this order and impose any disciplinary action at any time if deemed appropriate under the circumstances.



# **DeKalb Preparatory Academy**

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## **Engaged and Alert**

Employees must remain awake while on duty. If unable to do so, an employee must report to his/her supervisor, who shall determine the appropriate course of action.

## **Employee Illness Leave & Personal Business Days**

This section describes DPA's policy on granting Personal Business and Illness days. Except in the cases of federal holidays and the leave described by the Family and Medical Leave Act of 1993, eligibility for illness leave is not automatic. If the illness leave involves short-term disability each employee is required to exhaust 8 days of illness from their employee illness leave before short-term disability benefits are activated through Met Life.

Each employee has the responsibility to request illness time off from the Principal or their supervisor as soon as possible and to establish that illness leave has been approved.

While DeKalb Preparatory Academy will continue to make reasonable efforts to provide illness leave benefits as they are described in this section, it reserves the right to modify or terminate any leave benefit now in effect.

## **Illness Days and Personal Business Days**

DPA defines all time off for 10-month employees as 3 personal business and 9 illness days. All Full-time 10-month employees will earn ½ day of time off each pay period meaning the 15<sup>th</sup> and 30<sup>th</sup> of each month. This equates to one day per month earned to be used as either an illness day, or a personal business day.

In the case of the illness of the employee or an immediate family member, a doctor's excuse must be provided for absences of 3 days or more.

Both personal business days nor illness days roll over to the next year for usage. Unused personal business, illness days will **NOT** be paid out upon separation of employment under any circumstance. Illness days will however be tracked for purposes of Service Credit at retirement under TRS.

## **Unused Sick Leave Eligibility**

Based on Georgia law, an active member of TRS can receive credit for unused sick leave at retirement only if he or she has not received payment of any kind for the leave.

As a member of TRS, you may establish sick leave credit at the time of retirement provided that you have a combined minimum of 60 days of unused sick leave, for which you have not been paid, from your current and all previous TRS covered employers. You must have earned the sick leave while in a TRS covered position.



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## **Awarding of Credit**

Typically, for every 20 days of unused sick leave you accumulate while working in a TRS covered position, TRS awards one month of service credit. Nine months of unused sick leave is equal to one year of service credit, regardless of the number of months worked per year. You must accumulate at least 60 days of unused sick leave to qualify.

Employees who have questions about using accrued sick leave for service credit should speak to the Finance and Business Office by calling 404-937-2010 or by emailing [hr@dekalbprepacademy.org](mailto:hr@dekalbprepacademy.org) or contact TRSGA.

## **Critical Days**

At the beginning of each school year, the Principal, Head of School and Director of Finance & Operations will identify "critical days" for which staff members are restricted from using their illness days and personal business days.

Critical days may include the day before or following a holiday, a fall or spring break standardized testing days. Unless otherwise approved, staff members who take off during a critical day will not be paid.

## **Bereavement Leave**

Following the death of an immediate family member (defined as spouse, parent, sibling, spouse's parent, stepparent, grandparent, spouse's stepparent, spouse's grandparent, child, stepchild, grandchild, or domestic partner), an employee may be eligible for up to three (3) bereavement days that will not be deducted from their illness nor personal business days.

If additional days are needed, the employee may utilize his or her accrued illness or personal business days. Following the death of an extended family member or close, non-family member, employee may use their illness days for this time, not bereavement days. Documentation will be required for all employees requesting bereavement leave.

## **Jury Duty Leave**

DPA encourages all employees to serve when called for jury duty. If an employee receives a jury summons, the employee must notify his or her supervisor immediately and provide a copy of the proof of jury service and copy of the check issued by the issuing court/government system. When an employee (hourly or salaried) is summoned for jury duty, DPA will:

Pay the employee's regular salary for the days served based on what their schedule would have been on that day. The employee will not lose any regular pay due to jury duty; however, proof of service must be turned in for verification. The employee may retain any pay received for jury service for his or her own incurred expenses.



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If the court subpoenas the employee as a witness for personal reasons, the employee must use their illness or personal business time and submit a request to their supervisor for approved leave for the day(s) involved. The employee must report to work on days or partial days when he or she is not required to report for jury duty, or if released early in the day or early in their term of service.

### **Military Leave**

In accordance with the federal Uniformed Services Employment and Reemployment Act (USERRA), any person who is a member of a reserve component of the Armed Forces of the United States or the National Guard may receive a leave of absence, to participate in an annual encampment, provided that such leave does not exceed 18 days per federal fiscal year.

Employees who require military leave must provide DPA with advanced notice of their need for leave, except when military necessity prevents the giving of notice, or the giving of notice is otherwise impossible or unreasonable. Notice may be written or oral and must be provided by the employee or an appropriate officer of the branch of the military in which the employee will be serving.

An employee who is called to active duty will be entitled to reemployment in accordance with the provisions of state and federal law.

In general, an employee will be reinstated if the cumulative length of the absences, with some exceptions, does not exceed five (5) years and the separation from military service was under honorable conditions. Depending on the length of the military absence, reemployment rights are contingent upon the employee returning to work within the time limits established by state and federal law.

An employee who does not report to work or reapply for work within the prescribed time periods is subject to discipline, up to and including discharge, or a decision not to reemploy the employee. An employee eligible for military leave may elect to use any accrued vacation time or other accrued paid leave time (excluding sick leave) instead of taking leave without pay.

DPA does not discriminate against current or potential employees who have been or currently are members of the uniformed service, have applied for membership in the uniformed service or are obligated to serve in the uniformed service.

### **Family and Medical Leave Act (FMLA) of 1993**

The Family and Medical Leave Act (FMLA) of 1993 entitles eligible employees of covered employers to unpaid, job-protected leave for qualifying family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Employees are required to use 8 illness days as blackout days before going onto MetLife paid FMLA if eligible.



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Eligible employees may be entitled to 12 workweeks of leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on "covered active duty;" or

Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness who is the spouse, child, parent, or next of kin to the employee (military caregiver leave).

To be eligible for FMLA leave, an employee must work for the organization for at least 12 months and have contributed 1,250 hours of service within the previous 12 months. The 12-month period is measured by looking at the 12-month period immediately prior to the date on which leave is requested.

DPA requires employees who need to take foreseeable FMLA to formally request it by completing a Request for FMLA Form which can be provided by the Finance and Business Office. Please completed the FMLA form at least two weeks (or as soon as practicable) prior to needing the leave time.

Staff members are also required to inform their supervisor (or Principal) about the need to request FMLA as soon as possible.

Failure to provide complete and accurate information or timely notice may delay the approval of FMLA leave.

The 12 weeks of FMLA may be a combination of paid and unpaid leave. DPA employees are required to use all their accrued unused leave time and donated day(s) as part of the FMLA leave of 12 weeks. During the leave, health benefits will remain in effect if the employee continues to still pay their premium portion. If an employee fails to maintain insurance premium payments or elects not to continue coverage during the leave period, their coverage may be canceled. The employee may continue health coverage under COBRA. Employees are eligible to receive pay for scheduled breaks while on leave.

The employee will be required to inform his or her manager (or Principal) and the Business Office when they expected to return to work. Upon return from FMLA leave, DPA will make every effort to place the employee in his/her original or equivalent position.

Instructional employees who require FMLA leave intermittently or near the beginning or end of a term, may be required to continue their leave in accordance with the allowances under FMLA.





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## **Extended Leave**

For employees not eligible for leave under FMLA, DPA will review business considerations and the individual circumstances involved before non-FMLA extended leave may be granted. If granted, these employees are required to use all their unused leave.

## **Disability Accommodations**

DPA complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, DPA will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

If the employee believes they need an accommodation because of their disability, you are responsible for requesting a reasonable accommodation from your supervisor. You may make the request orally or in writing.

DPA encourages employees to make their request in writing and to include relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

For both oral and written requests, DPA may request additional information from you or your healthcare provider to determine whether you have a qualifying disability. After receiving your oral or written request, DPA will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. DPA encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, DPA is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on DPA.

## **Weather-related or Unexpected School Closures**

If the school is closed unexpectedly for an inclement weather day(s), all employees may be required to make up the workday during the year.

In the event of inclement weather, DPA Schools will follow the closure decisions and timing of DeKalb County School District ("DCSD"). Staff are encouraged to watch their local news or listen to local radio for closure announcements. In addition, the DCSD website often provides timely information on closures. The Principal may also close DPA due to any emergency that threatens the safety, welfare, or health of students or employees.



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When operations are officially closed due to emergency conditions, DPA will compensate employees for their established work schedules.

Essential personnel may be required to report to work if weather conditions permit. In this instance, essential personnel will be notified by their supervisor. If an emergency closing has not been authorized, employees who fail to report for work will not be paid for the time off. Staff who have already scheduled personal illness or are on approved leave (i.e., FMLA) during an inclement weather day(s) or other unexpected school/office closure, will be required to use their already scheduled illness days or personal business days.

## **II. THE WORKPLACE ENVIRONMENT**

### **Professional Dress and Appearance**

An employee's professional appearance is vital to our organization and to the ability to serve as role models for DPA students. Due to our schools' frequent interaction with students, parents, and the general public, a high standard of personal appearance is expected of employees. Employees' attire while at DPA is to be appropriate to the extent that no distracting or disruptive attention or reaction on the part of others is anticipated or caused. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable.

Both male and female employees should choose clothing appropriate for a professional business setting. An employee who is inappropriately dressed, in the opinion of the principal/supervisor, may be sent home and required to return to work in acceptable attire.

#### **Appropriate dress at DPA includes, but is not limited to:**

- Business suits/coordinated pants suits
- Collared shirts with and without ties
- Skirts, Dresses, Slacks, Sweaters, Blouses, knit tops, Jackets
- Shirts with school-related insignia
- Attire in accordance with the environmental requirements for specific job assignments

#### **Inappropriate Dress includes, but is not limited to:**

- Shorts (except for physical education)
- Jeans of any color (except for school authorized casual days)
- Immodest dress such as clothing which is too short (more than three inches above the knees) or tight or otherwise revealing
- Oversized tee shirts and undershirts
- Sagging pants
- Leggings worn as pants/spandex with short tops this is not work apparel
- Tank tops with revealing tattoos that are deemed offensive
- See-through clothing





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- Spaghetti straps without a jacket
- Clothing that exposes the midriff
- Extremely low-cut dresses and blouses
- Sweat suits (except for physical education) must not be sagging/exposing underwear
- Flip flops
- Sneakers (except for physical education and school authorized casual days)
- Unclean or stained clothing
- Hats, head scarves, or head wraps; unless for religious reasons/observances
- Other attire as deemed inappropriate by the Head of School or designee

### **Personal Relationships in the Workplace**

DPA is committed to maintaining a positive work environment that encourages all employees to perform at their highest level and that supports career advancement based on relevant factors such as ability and work performance. Any such relationship may, therefore, be contrary to the best interests of DPA, and, as a result, DPA strongly discourages such relationships and conduct.

In accordance with this commitment, DPA employees may not: (1) directly or indirectly supervise employees with whom they have a familial or dating relationship.

(2) influence or attempt to influence decisions affecting the terms and conditions of employees with whom they have familial or dating relationship (including but not limited to decisions regarding hiring, promotion or termination); or

(3) influence or attempt to influence the award of contracts to vendors with whom they have a familial or dating relationship.

For purposes of this policy, a “familial relationship” means a relationship between members of the same family or household. A “dating relationship” means a relationship between individuals engaged in a romantic or sexual relationship. Any questions concerning this policy or its applicability in specific situations should be referred to the Director of Finance & Operations or the Head of School.

If any DPA employee enters a familial or dating relationship with an employee under his or her direct or indirect supervision, the parties must promptly notify the Director of Finance and Operations or Head of School. When possible, the Head of School shall have the discretion to reassign job duties to minimize supervisory conflicts. In situations where the Head of School approves such staffing arrangements, procedures will be implemented to ensure that decision-making is not influenced by any potential conflict of interest. If no suitable arrangement exists that allows both employees to continue employment they may be allowed to determine which of them will resign. In the event that they are unable to decide, the Head of School will make the final determination. Under no circumstances should a new position be created solely to accommodate an employee relationship. If a suitable position does not exist outside of the chain of command, one of the employees may have to resign from employment with the School.

Failure to report the existence of a familial or dating relationship in compliance with this policy may result in disciplinary action up to and including termination. This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.



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## **Nepotism**

DeKalb Preparatory Academy does not condone nepotism in its hiring practices. Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, it is the policy of DPA not to hire relatives of persons currently employed.

Current employees must notify the Head of School if they are aware of a family member who has applied for or is being considered for employment at DPA. All new employees must certify that they do not have a family member currently employed by DPA.

For the purposes of this policy, "family member" or "relative" means spouse or significant other, parent/stepparent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son daughter).

The Board may allow an exception to this policy on a case-by-case basis but only when no actual conflict exists and DPA has taken steps to minimize the perceived conflicts that an exception may create.

## **Employment Eligibility Verification**

In compliance with the Immigration Reform and Control Act of 1986 ("IRCA") and any other applicable federal, state, or local laws, DPA is committed to employing only those who are authorized to work in the US and will not discriminate on the basis of national origin or citizenship in hiring, recruiting, or terminating employees.

Every employee of DPA must adhere to all aspects of this policy. Failure to comply with IRCA may subject DPA and any responsible individuals to civil monetary or criminal penalties.

In accordance with Georgia law, DPA participates in the federal E-Verify program to verify the employment eligibility of all newly hired employees. As such, this School employs only United States citizens and aliens who are authorized to work in the United States.

## **Personnel Records**

DPA maintains a personnel record for each employee containing work related information. These files are confidential and are open only to the employee, their supervisor, Principal, Head of School, Director of Finance & Operations, and/or Business Manager. It is the employee's responsibility to supply DPA with accurate information. Employees are required to inform the Business Manager and the school as personal information changes throughout the year.

Employees must provide DPA with the following documentation for their personnel files:

- Personal information, which may include home and mobile phone numbers, home address, etc.
- Transcripts or other proof of graduation from any colleges or universities from which employees received a post-secondary degree
- Documentation of any professional certifications or licenses



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- Criminal background check (which are retaken every 36 months)
- Resume
- Emergency contact information
- Employment verification/Annual contract

All documentation placed in an employee's personnel file shall be at the sole discretion of the School for official and/or record keeping purposes.

### **Grievance Policy**

DPA promotes an "Open Door" approach and an atmosphere whereby all employees can talk freely with members of the administrative staff. The school is interested in the success of all our employees. However, in situations where it is felt that a formal complaint is in order, employees should follow this Grievance Policy.

During the day-to-day operation of DPA, misunderstandings and problems that require attention may arise. Should an employee feel as though their problem has not been adequately addressed or resolved, the employee should use the following grievance procedure:

#### *Step One: Informal Discussion*

An employee having a problem, complaint, or dispute, either with a fellow employee or with a member of the administration, shall make every effort to resolve the matter through informal discussion with the person with whom s/he has the problem, complaint, or dispute, within five working days of the occurrence or cause of such matter.

#### *Step Two: Administrative Review*

If the matter cannot be resolved through informal discussion, the aggrieved employee may submit a written request for a face-to-face meeting with the Principal (or Human Resource Representative & Director of Operations if they are an operations employee) and any other person or persons whose actions or decisions give rise to the matter.

The Principal or Human Resource Representative & Director of Operations will schedule such meeting to occur within five business days of his/her receipt of the request. At such meeting, each party will have the opportunity to be heard and to request relief. Within twenty-four hours after such meeting, the Principal or Director of Finance & Operations will issue a written recommendation as to how the matter should be resolved. All parties present at the meeting shall receive copies of the written recommendation.

#### *Step Three: Review by the Head of School*

If the aggrieved employee remains unsatisfied after undergoing the administrative review process, s/he may, within ten business days after his/her receipt of the Principal's or manager's written recommendation, file a written grievance, either electronically or through the regular mail, with the DPA Head of School.



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A formal written grievance must include the following:

- Clearly state the employee's intent to utilize these complaint procedures.
- The mailing or email address of the complainant to which all notices and other documents may be mailed.
- A reference or description of the law, policy or agreement that is alleged to have been violated.
- A brief statement of the facts on which the complaint is based that explains how the law, policy, or agreement has been violated.
- Names of witnesses and any evidence the employee wishes to be considered; and
- A clear statement of the relief desired.

The Head of School will respond within five working days of his/her receipt of such grievance, by acknowledging such receipt to the aggrieved employee, and notify the aggrieved employee of the time and place of an initial meeting with the Head of School to discuss the grievance. After the initial meeting and investigation, the Head of School, will make every effort to issue a written decision within ten (10) working days of receiving the initial complaint. If it will take longer than 10 working days to render a decision, the Head of School must update the employee and provide an estimate on when a decision can reasonably be rendered, or the Head of School may automatically forward the complaint to the Board of Directors without rendering a decision.

### *Step Four: Review by the Board of Directors*

If the aggrieved employee remains unsatisfied after undergoing the administrative review process s/he may, within ten (10) calendar days after receipt of the Head of School's written response, file a written grievance, either electronically or through the regular mail, with the Chair of the Board of Directors. The Chair will respond within five working days of his/her receipt of such grievance, by acknowledging such receipt to the aggrieved employee, and notify the aggrieved employee of the date and time for a Level IV hearing with the Board. This hearing will take place within 30 business days of the receipt of the appeal by the Board Chair. The aggrieved employee shall have the right to bring an attorney or other advocate to represent him/her, voice his/her complaints, and bring witnesses to support his/her position. After such meeting, within five business days, the Board will issue a written response to the grievance as to how the matter should be resolved. The Director of Finance & Operations, Head of School, and the aggrieved employee will receive a copy of the Board's written decision. The Board will have the ultimate and final decision in the grievance process and as such the Board's decision may not be appealed.

All employees are encouraged to take advantage of the formal grievance procedure for issues that cannot be resolved informally, without fear of reprisal as the result of exercising this option.

### *Anti-Retaliation*

DPA strictly prohibits and does not tolerate unlawful retaliation against any employee by another employee.



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All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other form of retaliation for participating in any activity protected by law. Examples of protected activities include, but are not limited to:

- Lodging a good faith internal complaint (written or oral) specifically opposing unlawful discrimination or harassment.
- Filing a good faith complaint of unlawful discrimination or harassment with the US Equal Employment Opportunity Commission (EEOC), the Georgia Commission on Equal Opportunity, or in court.
- Participating in DPA's internal investigation into allegations of sexual harassment.
- Supporting another employee's internal or administrative complaint of unlawful discrimination.
- Filing a good faith complaint with the US Department of Labor (DOL), Georgia Department of Labor, or in court about wage and hour violations or unfair pay practices, or participating in a wage and hour investigation or audit conducted by the DOL or state or local administrative agency.
- Requesting an accommodation under the Americans with Disabilities Act.
- Requesting or taking leave under the Family and Medical Leave Act.

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.

### **Drug-Free Workplace**

Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. We expect all employees to assist in maintaining a work environment free from the effects of alcohol, drugs, or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to disciplinary action, up to and including termination.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on the premises or at any time and any place during working hours. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Compliance with these standards is mandatory. Employees suspected of using or possessing these substances on school premises, in school vehicles, or at any school-sponsored activity may be subject to a drug test. Provided however, failure to take a drug test does not preclude the School from taking disciplinary action against an Employee who is suspected of violating this policy. Any violator of this substance abuse policy will be subject to disciplinary action, up to and including termination of employment.



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## **Use of Medication**

In accordance with Dekalb Preparatory Academy's Drug-Free Workplace Policy as stated above, employees who are taking prescribed medication should not misuse or abuse such medication.

Employees must notify their supervisors if they report for work while taking prescribed medication that could affect their ability to safely and efficiently perform their jobs

## **Possession of Firearms in the Workplace**

DPA is committed to maintaining a safe learning environment for all of our students, families, visitors, and staff. Except as expressly stated in this policy or as otherwise required by law, all students, visitors, and staff are prohibited from possessing firearms at any of our events, on our property, on our buses, or within the school safety zone.

This policy does not prohibit staff or visitors who have a valid weapon carry license from keeping a firearm in a locked, privately-owned car on school property or in the school safety zone; however, the firearm must be locked up, out of sight, in an enclosed compartment, or in the trunk.

The term "weapon" means and includes those items listed in OCGA §16-11-127.1 and other applicable laws. However, regardless of the definitions and specific instruments defined in said laws, the School prohibits the possession of weapons of any type or objects that cause bodily harm on school property, in the school safety zone, and at school-sponsored activities if any such weapon or other object can be used to inflict bodily harm.

Any employee in violation of this policy will be subject to disciplinary action, up to and including termination. In addition, DPA reserves the right at any time and at its discretion to search all persons, containers, briefcases, purses, lockers, desks, and other property for the purpose of determining whether any individual is in possession of a firearm in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to disciplinary action, up to and including termination.

## **Cell Phone Usage Policy**

Personal cell phones or other communication devices should only be used on breaks and in a private area. Employees should not use cell phones in the classroom, hallways, or other common areas of the school or during instruction/work times.





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## **Harassment Policy**

Any form of coercion or harassment that insults the dignity of others or impedes their freedom to work and learn will not be tolerated. Any such form of coercion or harassment will result in appropriate discipline, up to and including termination. It is illegal and against School policy for an employee to engage in sexual harassment or harass another person because of his or her sex, race, color, religion, national origin, age, disability, sexual orientation, or other characteristic protected by law.

Harassment is any form of uninvited and unwanted physical or verbal behavior which creates an intimidating, hostile, or demeaning environment for education or employment or causes unreasonable interference with the victim's performance or professional obligations or opportunities. Creating a harassment-free environment requires the diligent effort of our community. We must continually improve our practices.

Examples of inappropriate behavior include (but are not limited to):

- Verbal or physical abuse or threats
- Sexual harassment
- Obscene or demeaning remarks, jokes, or insults
- Uninvited pressure to participate in illegal activities
- Public display of explicitly offensive or demeaning materials
- Comments or actions demeaning to race, religion, ethnic origin, gender, or sexual orientation
- False accusations of harassment
- Retaliation toward someone making a complaint about harassment

## **Sexual Harassment**

Sexual harassment can be a form of sex discrimination under Title VII of the Civil Rights Act of 1964 and the Title IX Education Amendments of 1972. Unwelcomed sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of a person's employment or advancement or participation in a school activity
- Such conduct has the purpose or effect of interfering with a person's work or academic performance, or intimidating or humiliating a person

DPA is committed to equitable and swift resolution of harassment issues. Any student or employee experiencing harassment should follow any or all of these measures:

- Let the offender know you want the behavior to stop. Be clear and direct. Do not apologize.
- If you are not comfortable confronting the offender alone, ask a friend to accompany you, or write a letter to the offender, keeping a copy.
- Make a record of when, where, and how you were mistreated; include witnesses (if any), direct quotations, and other evidence.







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Staff members should notify the Principal and the Finance/Human Resources Office as soon as possible. The staff member will be asked to place the complaint in writing with dates and times for to document and refer back to in the employees writing. The situation will be reviewed in confidentiality and discussed with next steps clearly outlined and responded to in documentation in writing to the person making the complaint in the HR office. A report of the complaint will be discussed with the necessary leadership of the direct report and escalated to the he Head of School, who will discuss next steps of notification if necessary. The Head of School and/or Principal will investigate and communicate the final decision directly to the parties involved.

Employees who believe that they have been the victim of unlawful harassment may also utilize the Staff Grievance Policy detailed in this handbook. Employees who believe they have been the victim of discrimination or harassment because of their sex may also utilize the Title IX formal grievance policy.

### **TITLE IX FORMAL GRIEVANCE PROCESS**

The purpose of this grievance process is to address formal complaints of sexual harassment. The process shall be triggered upon receipt of a formal complaint by the Title IX Coordinator.

Any School employee with actual knowledge of sex discrimination, including sexual harassment in an education program or activity as defined in the Policy, must report the sex discrimination to the Title IX Coordinator. Failure to report may result in disciplinary action against the employee, up to and including termination.

Any person may report sex discrimination, including sexual harassment as defined by this Policy, (whether the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), to the Title IX Coordinator in person, by mail, by telephone, by electronic mail, or through other means specified by the School. Reports may be made at any time, including during non-business hours.

Complainants and Respondents shall be treated equitably throughout the process. All evidence, both inculpatory and exculpatory, shall be evaluated objectively. An individual's status as a Respondent will not be considered a negative factor during consideration of the grievance. Respondents are entitled to, and will receive the benefit of, a presumption that they are not responsible for the alleged conduct until the grievance process concludes and a determination regarding responsibility is issued. Similarly, credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

The presumption shall be that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. No disciplinary sanctions or other actions that are not supportive measures shall be imposed against a Respondent prior to the completion of the grievance process. Upon determination of responsibility for sexual harassment by a Respondent, the Complainant shall be provided remedies designed to restore or preserve equal access to the School's education program or activity. Such remedies may include the same individualized services as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent.



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Retaliation against anyone for participation in this process is strictly prohibited.

## **Definitions**

**Actual Notice** means notice of sexual harassment or allegations of sexual harassment to a School's Title IX Coordinator or any official of the School who has authority to institute corrective measures on behalf of the School, or to any employee of an elementary and secondary school. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the School with actual knowledge is the Respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the School. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator.

**Appeal Officer** means a trained individual appointed by the School who will review and make a decision on a properly filed appeal. The Appeal Officer must be free from bias or conflict of interest and must not be the Title IX Coordinator, the Investigator, or the Decision Maker(s).

**Complainant** is an individual, a student or employee, who is alleged to be the victim of conduct that could constitute sexual harassment. The Complainant must be participating in or attempting to participate in an education program of the School. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a Complainant or otherwise a party under this Policy, unless the Title IX Coordinator is alleged to be the victim of conduct that could constitute sexual harassment.

**Decision Maker** means the trained person(s) responsible for making a determination regarding responsibility. The Decision Maker cannot be the same person(s) as the Title IX Coordinator, the Investigator, or the Appeal Officer.

**Education Program or Activity** means locations, events, or circumstances over which the School exercised substantial control over both the Respondent and the context in which the sexual harassment occurs.

**Formal complaint** means a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the School investigate the allegation of sexual harassment. At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the School with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed for the Title IX Coordinator, or by any other method specified by the School. As used in this paragraph, the phrase "document filed by a Complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the School) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the formal complaint.



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**Grievance Process** means the provisions, rules, or practices included within this Policy and the administrative procedures for processing formal complaints of sexual harassment. The Grievance Process shall be applied equally to both the Complainant and the Respondent.

**Investigator** means a trained person(s) appointed by the School who is tasked with conducting the investigation into allegations of sexual harassment addressed in a formal complaint. The Investigator does not need to be an employee of the School and may be outside counsel or any other person designated by the School. The Investigator shall not be the Title IX Coordinator, the Decision Maker, or the Appeal Officer.

**Remedial Actions or Remedial Remedies** means those actions intended to restore or preserve a Complainant's equal access to the educational programs and activities of the School.

**Respondent** is any individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

**Standard of Evidence** means the *preponderance of evidence* standard that is to be used during the investigation and final determination of a formal complaint. Preponderance of evidence means that the evidence shows that the action alleged is more likely to have occurred than not to have occurred. This standard shall be applied for all formal complaints of sexual harassment against students and employees.

**Supportive measures** such as non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School must maintain as confidential any supportive measures provided to the Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of the School to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

### **Notice to Parties**

Upon receipt of a formal complaint, the Title IX Coordinator must provide written notice to all known parties that includes the following:

- 1) Notice of the School's grievance process, including the informal resolution process.



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- 2) Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview.
  - a. 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.
- 3) 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.
- 4) Notice that 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.
- 5) A statement that knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and a violation of the School's code of conduct and may be subject to disciplinary action.

Written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings must be provided to a party whose participation is invited or expected, with sufficient time for the party to prepare to participate.

If, in the course of an investigation, the School decides to investigate allegations about the Complainant or Respondent that are not included in the initial notice, then the School must provide subsequent notice of the additional allegations to the parties whose identities are known.

### **Consolidation of Complaints**

The School 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 in this section to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

### **Dismissal of a Formal Complaint**

The School must investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the School's education program or activity, or did not occur against a person in the United States, then the School must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under Title IX; such a dismissal does not preclude action under another provision of the School's code of conduct.



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A formal complaint or any allegations therein may be dismissed, if at any time during the investigation or hearing: (1) A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations therein; (2) the Respondent is no longer enrolled or employed by the School; or (3) specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal required or permitted by this policy section, the Title IX Coordinator must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

## **INVESTIGATION**

### **Investigator**

The Title IX Coordinator will designate one or more trained individuals to investigate the formal complaint (i.e., the Investigator). The Investigator will begin an investigation as soon as practicable and generally not later than 10 business days after the written notice of the formal complaint was delivered to all parties. The Investigator, however, will ensure that the Respondent receives sufficient time to prepare prior to any initial interview.

### **Burden of Proof**

The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the School and not on the parties, provided that the School 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, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the School obtains that party's voluntary, written consent to do so for a grievance process under this policy (if a party is a student under the age of 18 then the School must obtain the voluntary, written consent of a his or her parent or legal guardian).

### **Timeline**

The School will endeavor to complete investigations within sixty (60) days of the date on which the normal complaint was received; however, the School's primary objective is a thorough and equitable investigation and grievance process.

The School shall coordinate its investigation and grievance process with any other ongoing criminal investigation of the incident, if any. The School may determine whether to delay its investigation pending the conclusion of a criminal investigation or for criminal proceedings to begin. If the fact-finding portion of the investigation is suspended due to the existence of a criminal investigation, the School's investigation shall resume promptly once law enforcement officials have completed their evidence gathering state of the criminal investigation.



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In the event of a temporary delay of the process or the limited extension of time frames for good cause, the Title IX Coordinator shall provide written notice to both the Complainant and the Respondent notifying them of the delay or extension and providing the reason for the action.

Good cause for a delay of the process or extension of the time frames may include, but is not limited to, considerations such as: (a) The absence of a party; a party's advisor, or a witness; (b) Concurrent law enforcement activity; or (c) The need for language assistance or accommodation of disabilities.

### **Investigation Process**

An investigation must include interviews with the Complainant, Respondent, and any witnesses. An investigation may include, but is not limited to, the following:

- review of any documentary or electronic evidence;
- a review of medical evidence if a waiver has been obtained by the party to which the medical records belong;
- a review of security data; and
- a review of any other material which the Investigator deems relevant to an assessment of the facts surrounding the formal complaint.

Neither party shall be restricted from discussing the allegations under investigation, nor shall they be restricted from gathering and presenting relevant evidence.

### **Advisors**

Both parties shall have the same opportunity to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. An advisor may be, but is not required to be, an attorney. The School may not limit the choice or presence of advisor for either the Complainant or Respondent in any meeting or grievance proceeding; however, the School 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.

### **Evidence**

All parties shall have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.

Both parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the School 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 conclusion of the investigation.





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Prior to completion of the investigative report, the School must 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, and the parties must have at least 10 days to submit a written response, which the Investigator will consider prior to completion of the investigative report. If there will be a hearing, the School must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

### **Investigative Report**

Upon receipt of each party's review of the evidence or after 10 days, whichever occurs first, the Investigator must create an investigative report that fairly summarizes relevant evidence.

At least ten (10) days prior to submitting the investigative report to the Decision Maker, or prior to a hearing if one will be held, the preliminary report must be sent to each party and their advisor, if any, in an electronic format or a hard copy, for their review and written response. The Investigator shall consider the written responses prior to completion of the report and include the written responses as an exhibit to the report.

### **Cross-Examination**

After sending the completed investigative report to both parties, elementary and secondary schools are not required to hold an in person hearing prior to making a determination regarding responsibility. In the absence of a hearing, and prior to making a responsibility determination, the Decision Maker(s) will give each party an opportunity to submit written, relevant questions that a party wants asked of any party or witness; will provide each party with the answers; and will allow for additional, limited follow-up questions from each party. If the Decision Maker(s) determines that a proposed question is not relevant it will be excluded and an explanation must be provided to the proposing party regarding the relevancy determination. With or without a hearing, 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.

### **Determination of Responsibility**

After all questions and answers have been received, the Decision Maker must issue a written determination of responsibility regarding the allegations based on a preponderance of evidence. The written determination must be provided to the parties simultaneously. The Decision Maker will strive to issue the written determination regarding responsibility within 14 days after the hearing.



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The determination regarding responsibility becomes final either on the date that the School provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely. The written determination must include the following:

- a) Identification of the allegations potentially constituting sexual harassment as defined in §106.30;
- b) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- c) Findings of fact supporting the determination;
- d) Conclusions regarding the application of the School's code of conduct to the facts;
- e) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the School's education program or activity will be provided by the School to the Complainant; and
- f) The School's procedures and permissible bases for the Complainant and Respondent to appeal.

### **Sanctions and Remedies**

The Title IX Coordinator will be responsible for the effective implementation of any resulting sanctions or remedies. The list of potential sanctions or remedies includes one or more of the following:

#### **For Students**

- Written warning;
- No-contact orders;
- Removal from specific courses or activities;
- Disciplinary probation;
- Suspension;
- Expulsion;
- Transcript notation; or
- Other sanctions as appropriate

#### **For Employees**

- Written warning;
- Performance improvement plan;
- Required training or education;
- Loss of pay increase;
- Suspension with or without pay;
- Termination; or
- Other sanctions as appropriate.





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## **Appeal**

Either party may appeal a determination regarding responsibility or the dismissal of a formal complaint or any allegations on the following bases:

- a) Procedural irregularity that affected the outcome of the matter;
- b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c) The Title IX Coordinator, Investigator(s), or Decision Maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter; or
- d) Any additional bases offered by the School.

The appeal must be submitted in writing to the Head of School within ten (10) calendar days from receipt of the Decision Maker's final written determination. The notice of appeal must include the name of the Complainant, name of the Respondent, the decision or action being appealed, and an explanation of the grounds for appeal.

Upon receipt of an appeal, the School will provide written notice of the appeal to both parties and begin to implement appeal procedures equally for both parties. Each party will be given ten (10) business days to provide a written statement supporting or challenging the appealed action

The Title IX Coordinator shall appoint an Appeal Officer who will review and make a decision on the appeal. The Appeal Officer must be free from bias or conflict of interest and must not be the Title IX Coordinator, the Investigator, or the Decision Maker(s).

As soon as is reasonably practicable, and generally within fourteen (14) business days after receipt of the parties' written statements, the Appeal Officer will issue a written decision regarding the appeal simultaneously to both parties. The decision will describe the result of the appeal and the rationale for the decision. The decision of the Appeal Officer is final.

## **INFORMAL RESOLUTION**

At any time after a formal complaint is filed and before a determination regarding responsibility is made, the School may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication.

Informal resolution may not be required as a condition of enrollment or employment or continued enrollment or employment, or enjoyment of any other right. Additionally, informal resolution may not be used to resolve allegations that an employee sexually harassed a student.

All parties must provide voluntary, written consent to move forward with the informal resolution process. However, 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.



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Prior to beginning informal resolution, parties must be notified in writing of (1) the allegations; (2) 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; and (3) any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

## **Renewal Notification**

DPA will notify all ten-month employees as to whether DPA intends to offer a contract renewal for the next school year by June of each year. Notice of intent to renew does not guarantee employment. Employees extended a renewal offer will be provided with a contract for the next school year for review and mutual acceptance. DPA reserves the right to non-renew employees due to changes in enrollment, programs, fiscal constraints, or for any other reason.

Employees who do not wish to be considered for renewal are requested to notify the Principal by March 15 to allow DPA to anticipate staffing needs for the next school year.

## **Corporal Punishment**

Corporal punishment of any kind is not permitted at DPA. As a general rule, staff members should never touch a student as a means of controlling the student's behavior, nor should staff members inflict physical pain or discomfort as a punishment when students fail to meet behavioral expectations. Any violation of this policy will be subject to disciplinary action, up to and including termination of employment.

## **Mandated Reporting of Abuse/Neglect Policy**

In accordance with OCGA §19-7-5, School employees or volunteers are deemed to be mandated reporters. If you reasonably believe that a child has suffered: (1) physical, non-accidental injury or injuries by a parent or caretaker, (2) neglect or exploitation by a parent or caretaker, (3) sexual abuse, or (4) sexual exploitation, please follow the protocol below to ensure that the appropriate authorities are notified. It has been developed to guide those persons who have been deemed mandated reporters in exercising this duty within the School structure.

## **Reporting Protocol**

*If a child or other individual tells you about a situation that seems like it might require reporting, please take the following steps:*

- 1) Immediately find the Principal or, if not available, the Principal's designee (collectively referred to as "Responsible Administrator"), and make a 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.



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- 2) If a Responsible Administrator is unavailable, call one of them on the phone (but do not text message information to them). If the student is with you, please have them sit in the Front Office with the receptionist so they are **supervised, and so that you have privacy to make your call.**
- 3) If you choose, 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 or volunteer 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 confidentiality and 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 that there is likely pertinent information to which you are not privy regarding the situation. Please DO NOT make assumptions nor offer scenarios.
- 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 providing services to children who are alleged to be abused/neglected follow this protocol. This protocol has been established so that appropriate, sensitive, and necessary 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.



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## **Responsibility of School Administrator or Counselor:**

A Responsible Administrator who has reasonable cause to believe a student has been abused or neglected or has received an oral report based on reasonable cause of the same, shall immediately, but in no case later than 24 hours, report by telephone, or otherwise, and followed by a report in writing (if possible) to a child welfare agency providing protective services or, in the absence of such agency, to an appropriate police authority. In the event that a Responsible Administrator receives an oral report based on reasonable cause, he or she may consult with the reporting staff member to obtain additional, relevant, and necessary information prior to making a report to the appropriate welfare agency or police authority. Under no circumstances may the Responsible Administrator exercise any control, restraint, or modification or make any other change to the information provided by the staff member when making a report in accordance with O.C.G.A. §19-7-5.

## **Student Reporting of Alleged Sexually Inappropriate Behavior**

### **Reporting**

Any student, parent, or friend of a student who has been the victim of an act of sexual abuse or misconduct by a teacher, administrator, or other school employee is encouraged to make an oral report of the act to any teacher, counselor, or administrator at DPA.

Any teacher, counselor, or administrator who receives a report of sexual abuse or misconduct from a student, parent, friend, or employee must immediately make an oral report to the Principal or Principal's designee. An oral report must be followed-up with a written report provided to the Principal or Principal's designee within 24 hours. Note, if the Principal is the person accused of sexual abuse or misconduct, report should be made to the Board Chair.

### **Sexual Abuse**

If the Principal or Principal's designee has reasonable cause to believe a student has been sexually abused, he/she must immediately, but no more than 24 hours, make an oral report to a DHS child welfare agency providing protective services, appropriate law enforcement, or district attorney. If requested, a written report must be provided. For the purposes of this policy, sexual abuse has the same meaning as is defined in OCGA §19-7-5(b)(10).

### **Sexual Misconduct**

An immediate investigation must be conducted by the Principal or Principal's designee of any reported acts of sexual misconduct against a student by a teacher, administrator, or other School employee. If the investigation indicates reasonable cause to believe that the sexual misconduct occurred, the Principal or Principal's designee must immediately provide a written report to the Board Chair and Ethics Division of the Professional Standards Commission.



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For the purposes of this policy, sexual misconduct includes any act that is not sexual abuse under OCGA §19-7-5 not covered by OCGA §20-2-1184.

## **Public Relations/Media Policy**

In the event that a reporter contacts a DPA employee, he/she is required to notify the Head of School. DPA employees are not authorized to speak to the media without prior consent from the Head of School in any circumstance including emergencies, field trips, or other events.

Additionally, DPA employees should not identify themselves as representatives of DPA on social media sites, television shows, or blogs, unless authorized or asked by the Head of School to do so. The Head of School is the only employee permitted to represent DPA's positions and messages to the public, however staff will be identified by the Head of School as spokespersons when the situation requires or calls for such a representative.

## **Email Communications and Internet Policy**

Any electronic activity taking place on DPA-issued equipment, networks, or through a DPA-issued email account, is subject to inspection and monitoring. DPA employees should not expect privacy if using such DPA-communications media. Employees must only use DPA-issued equipment or email accounts for instructional and administrative purposes. DPA's prohibition against harassment applies to the use of DPA-owned equipment, network, and email accounts. Employees' use of DPA-issued equipment, network access, or email accounts may be revoked for any reason, including but not limited to the employees' use of offensive, sexually explicit, defamatory, abusive, obscene, profane, racially or ethnically charged, or criminal content. Employees are responsible for using these resources and systems in a productive, ethical and lawful manner.

As a public entity, DPA is subject to open records laws and our documents are deemed "public records". As such, DPA emails and documents can be requested at any time from media agencies and the public. Employees who receive an open records request should forward the request to the Head of School, who will respond to the request in accordance with state law.

All internal and external email communications should follow the DPA brand guidelines.

## **Internal & External Communications Climate**

Employees must refrain from publicly criticizing or ridiculing Dekalb Preparatory Academy, its policies, or other employees by speech, writing, any form of social media (including but not limited to all forms of electronic communication) or other expression, where such speech, writing, electronic posting, or other expression is defamatory, obscene, unlawful, undermines the effectiveness of Dekalb Preparatory Academy, interferes with the maintenance of discipline, or is made with reckless disregard to its truth or falsity thereby impacting the culture and climate of DPA.



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## Social Media Policy Pertaining to Students

In order to protect the organization's students, staff, and reputation throughout the community, it is required that employees adhere to DPA's Social Media Policy and use caution when connecting with others online.

Employees may not engage in social media activity on their personal accounts during regular school hours. Employees are prohibited from posting

If an employee wishes to use networking protocols as a part of the educational process, employees must work with school administrators and technology staff to identify and use restricted, school-endorsed networking platforms. Employees must have a separate professional account if this requires "friending" students, alumni, or parents.

Social media includes all types of communication shared in an electronic format, including, but not limited to, Facebook, Twitter, YouTube, blogs, wikis, e-mail, social networks, instant messaging, and video-hosting sites, as well as emerging technology that encourages sharing and electronic collaboration.

For the protection of your professional reputation, employees must abide by the following social media practices:

- Do not accept current or former students as friends on personal social networking sites unless related to the student; decline any student-initiated friend requests.
- Do not initiate friendships or contact with students.
- Do not use commentary deemed to be defamatory, obscene, proprietary, or libelous.
- Do not post anything that puts your effectiveness as a teacher at risk.
- Do not post confidential or proprietary information about DPA students, alumni, parents, or employees
- Do not discuss students or coworkers or publicly criticize school policies or personnel.
- Do not post images that include students or examples of student work.
- Obey all applicable laws and the Code of Ethics for Educators.
- Do not attribute any personal opinions or endorsements as also being the views of the school or its administration.
- Do not engage in private conversations with students that do not pertain to school; when possible, communication should be limited to DPA-issued modes of communication





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In addition to the aforementioned prohibited behavior, DPA encourages employees to remember the following:

- Keep all personal social media accounts private.
- Do not reveal your employer to others via personal social media profiles to avoid the possibility that your thoughts and comments could be construed as that of your employer.
- Do not violate privacy, copyright, or trademark protections.
- Remember that people classified as “friends” have the ability to download and share your information with others.
- Exercise caution with regards to exaggeration, colorful language, guesswork, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations.

Post only what you want the world to see. Imagine your students, their parents, and your administrator visiting your site. Once you post something it may be accessible, even after it is removed from the site.

### **Social Media Policy Pertaining to Employees**

**Social Media** – Social media refers to any Internet-based software or service that allows users to interact with others via the posting of messages, files, or other content. Currently, such as sites on Facebook, Instagram, Twitter, and YouTube. The absence of or lack of explicit reference to a site does not limit the extent or the application of this policy.

Professional conduct must be considered when posting on public sites, employees are expected to exercise professionalism and good judgement in any social media activity, district-related as well as non-district related.

Any communication which is unprofessional or prohibited in any other form is also unprofessional or prohibited on social media. Any violation of this policy, or of any board policies or procedures as a result of social media activities, may result in corrective action, up to and including suspension or termination.

### **Conflict of Interest Policy**

Employees of DPA are expected to conduct their business with the highest ethical standards of integrity, honesty and fairness, and may not use their position to solicit or obtain any personal profit or gain, directly or indirectly. Employees must avoid any situation that involves or may involve a conflict between their personal interest and the interest of the organization. As in all other facets of their duties, employees dealing with customers, suppliers, contractors, competitors or any person doing or seeking to do business with the organization are to act in the best interest of the organization.



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Each employee must submit in writing to the Head of School any potential situation which may involve a conflict of interest. The Head of School will make a determination on how the employee should proceed. Such conflicts include, but are not limited to:

- Any arrangement or circumstance, including a family or other personal relationship that might dissuade the employee from acting in the best interest of the organization.
- Acceptance of a monetary gift of any kind or any non-cash gift above \$25 in value from vendors, suppliers, contractors, etc. currently or seeking to do business with the organization, including parents and guardians. This includes lunch and/or dinner with vendors. Acceptance of alcoholic beverages from outside vendors, supplies, contractors, etc. is prohibited.
- Acceptance of a monetary gift of any kind or any non-cash gift above \$25 in value from parents, guardians, and students. Acceptance of alcoholic beverages from parent, guardians, and students is prohibited.
- Ownership by an employee or by a member of the employee's family of a significant interest in any outside business or organization which does or seeks to do business with DPA.
- Acceptance of another job or participation in personal outside consulting activities that (1) impair the employee's ability to fulfill his or her obligations to the organization; (2) could be viewed as impairing the employee's judgment in the performance of his or her duties and responsibilities for the organization; (3) would involve the use of the name of the organization so as to falsely suggest the organization's endorsement or support; (4) might reasonably require disclosure of confidential information to which the employee is privy by virtue of employment; or (5) would give the appearance of a conflict of interest, even if no actual conflict exists.
- Providing services to DPA (facility, students, etc.) other than that as an employee of DPA.
- Performance or solicitation of outside business during paid working time.
- Use of DPA's tools or equipment for outside work.
- Work activity that would adversely affect DPA's image.
- Use of paid absences for outside employment.
- Work activity such as additional employment that affects the employee's job performance, punctuality, loyalty, or ability to fulfill other responsibilities of the employee's primary job.
- Employees may not commit any acts of theft, fraud, or embezzlement from Dekalb Preparatory Academy, other employees, or any other individual, firm, business, organization, or governmental entity.





# **DeKalb Preparatory Academy**

"Where Every Student Has A Gift"

## **Outside Employment**

Engaging in outside employment, including consulting or other self-employment may diminish an employee's ability to meet performance standards of employment therefore all employees of DPA must disclose such employment to the Head of School by completing a disclosure form. Outside jobs compromise with competitive schools and/vendor of DPA are a direct conflict of interest and must also be disclosed.

All employees will be judged by the same performance standards and will be subject to DPA's scheduling demands, regardless of any existing outside work requirements.

It is not the intent of this section to prevent any employee from accepting other employment or from following any pursuit which does not create an actual or potential conflict of interest and/or which does not interfere with the employee's ability to fully and faithfully discharge his/her duties.

## **Privacy Policy**

Employees are expected to respect the privacy of individuals throughout the school. DPA considers the following files to be confidential:

- General Employment Files
- Payroll Files
- Student Individual Education Plans (IEP) Files (except for teachers of the student)
- Employee Evaluations
- Reprimands
- Grievances
- Student Records



## DeKalb Preparatory Academy

"Where Every Student Has A Gift"

I

\_\_\_\_\_  
Please Print Your Name

Have received the Employee Handbook for the 2021/2022 school year and hereby confirm receipt and

understanding of the aforementioned policies and protocol in this handbook. I agree to adhere and follow

the policy as set forth described and directed by DeKalb Preparatory Academy District.

\_\_\_\_\_  
Employee Signature

Please provide this copy to the Financial Department to be maintained in your employee file.  
Thank you for your cooperation.

\_\_\_\_\_  
Approved:

Cc: Employee File

## PREMIUM FINANCE AGREEMENT

IPFS CORPORATION

## EXHIBIT 16-DEKALB PREPARATORY ACADEMY

|          |                                          |                    |
|----------|------------------------------------------|--------------------|
| <b>A</b> | <b>CASH PRICE<br/>(TOTAL PREMIUMS)</b>   | <b>\$67,633.00</b> |
| <b>B</b> | <b>CASH DOWN<br/>PAYMENT</b>             | <b>\$16,908.25</b> |
| <b>C</b> | <b>PRINCIPAL BALANCE<br/>(A MINUS B)</b> | <b>\$50,724.75</b> |

**AGENT**  
(Name & Place of business)  
BROWN & BROWN OF MT LAUREL  
  
10 LAKE CENTER DR, STE 310  
  
MARLTON, NJ 08053  
(856)552-6330 FAX:

**INSURED**  
(Name & Residence or business)  
DEKALB PREPARATORY ACADEMY  
1402 AUSTIN DRIVE  
  
DECATUR, GA 30032  
(404)937-2009  
ckayemba@dekalbprepacademy.org

Commercial

Account #: \_\_\_\_\_

## LOAN DISCLOSURE

Quote Number: 23429803

Additional Policies Scheduled on Page 3

| <b>ANNUAL PERCENTAGE RATE</b>             | <b>FINANCE CHARGE</b>                       | <b>AMOUNT FINANCED</b>                                  | <b>TOTAL OF PAYMENTS</b>                                                    |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled |
| 11.050%                                   | \$2,845.36                                  | \$50,724.75                                             | \$53,570.11                                                                 |

## YOUR PAYMENT SCHEDULE WILL BE

| <b>Number Of Payments</b> | <b>Amount Of Payments</b> |
|---------------------------|---------------------------|
| 11                        | \$4,870.01                |

**When Payments  
Are Due**  
**Beginning:**

MONTHLY  
08/01/2023

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

**Security:** Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

**Late Charges:** A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

**Prepayment:** If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$20.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

| <b>POLICY PREFIX<br/>AND NUMBER</b> | <b>EFFECTIVE DATE<br/>OF POLICY</b> | <b>SCHEDULE OF POLICIES<br/>INSURANCE COMPANY AND GENERAL AGENT</b> | <b>COVERAGE</b>    | <b>MINIMUM<br/>EARNED<br/>PERCENT</b> | <b>POL<br/>TERM</b> | <b>PREMIUM</b> |
|-------------------------------------|-------------------------------------|---------------------------------------------------------------------|--------------------|---------------------------------------|---------------------|----------------|
| PENDING                             | 07/01/2023                          | AMERICAN FAMILY HOME INSURANCE CO<br>APEX INS SERVICES OF IL        | COMMERCIAL<br>AUTO | 25.00%                                | 12                  | 1,040.00       |
| Broker Fee:                         |                                     |                                                                     |                    |                                       |                     | \$0.00         |
| TOTAL:                              |                                     |                                                                     |                    |                                       |                     | \$67,633.00    |

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

**NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.**

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent

DATE

Signature of Agent

DATE

DocuSigned by:

Christian Kayemba

3EB22A2825A04A8...

6/29/2023

insured and Lender further agree that: **3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date.

**4. AGREEMENT EFFECTIVE DATE:** This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If Lender cancels any insurance policy in accordance with the terms of this Agreement and applicable law, then the insured shall pay Lender a cancellation charge equal to \$15.00 or the maximum amount permitted by law. If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. (Not applicable in KY, NV, and VT) **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of \$20.00 or the maximum amount permitted by law. (Not applicable in AL and KY). **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated and Lender may charge a reinstatement fee where permitted up to the maximum amount allowed by law. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING:** Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the Insured or the Insured's agent with the Insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY:** Our privacy policy may be found at <https://ipfs.com/Privacy>. **19. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Georgia will govern this Agreement. **20. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVEREIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

#### AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreement represents, warrants and agrees: (1) installment payments totaling \$0.00 and the down payment indicated in Box "B" on Page 1 has been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

**AGENT I**

(Name &amp; Place of business)

BROWN &amp; BROWN OF MT LAUREL

10 LAKE CENTER DR, STE 310

MARLTON, NJ 08053

(856)552-6330 FAX:

**INSURED**

(Name &amp; Residence or business)

DEKALB PREPARATORY ACADEMY

1402 AUSTIN DRIVE

DECATUR, GA 30032

(404)937-2009

ckayemba@dekalbprepacademy.org

Account #: \_\_\_\_\_

**SCHEDULE OF POLICIES**

Quote Number: 23429803

(continued)

| POLICY PREFIX<br>AND NUMBER | EFFECTIVE DATE<br>OF POLICY | INSURANCE COMPANY AND GENERAL AGENT                             | COVERAGE             | MINIMUM<br>EARNED<br>PERCENT | POL<br>TERM | PREMIUM   |
|-----------------------------|-----------------------------|-----------------------------------------------------------------|----------------------|------------------------------|-------------|-----------|
| PENDING                     | 07/01/2023                  | AMERICAN FAMILY HOME INSURANCE CO<br>APEX INS SERVICES OF IL    | UMBRELLA             | 25.00%                       | 12          | 5,960.00  |
| PENDING                     | 07/01/2023                  | AMERICAN SOUTHERN HOME INSURANCE CO<br>BROWN & BROWN METRO, LLC | PACKAGE              | 25.00%                       | 12          | 54,706.00 |
| PENDING                     | 07/01/2023                  | NATIONAL UNION FIRE INS CO OF PITTS<br>BROWN & BROWN METRO, LLC | ACCIDENT &<br>HEALTH | 0.000%                       | 12          | 2,189.00  |
| PENDING                     | 07/01/2023                  | TECHNOLOGY INSURANCE COMPANY INC.<br>APEX INS SERVICES OF IL    | CYBER<br>LIABILITY   | 25.00%                       | 12          | 3,738.00  |

Broker Fee: \$0.00

**TOTAL:** \$67,633.00



## STATEMENT OF VALUES

DATE (MM/DD/YYYY)  
06/28/2023

|                                                                                                    |  |                                                                                                                                                                                                                                                                                                                       |  |                                                                         |                                     |
|----------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|-------------------------------------|
| <b>AGENCY</b><br>Brown & Brown Metro, LLC<br>10 Lake Center Drive<br>Suite 310<br>Marlton NJ 08053 |  | <b>CARRIER</b><br>American Southern Home Insurance Company                                                                                                                                                                                                                                                            |  | <b>NAIC CODE:</b>                                                       | <b>PAGE</b><br>OF                   |
| <b>CONTACT NAME:</b> Erin Cavanaugh                                                                |  | <b>INSURED / APPLICANT</b><br>DeKalb Preparatory Academy                                                                                                                                                                                                                                                              |  | <b>POLICY NUMBER</b><br>23-24 CPK                                       | <b>EFFECTIVE DATE</b><br>07/01/2023 |
| <b>PHONE (A/C, No, Ext):</b> (856) 552-6330                                                        |  | <b>HEADQUARTERS ADDRESS</b><br>1402 Austin Drive Decatur GA 30032                                                                                                                                                                                                                                                     |  |                                                                         |                                     |
| <b>FAX (A/C, No):</b> (856) 840-8484                                                               |  | <b>COINS %</b><br><input checked="" type="checkbox"/> 80% <input type="checkbox"/> 90% <input type="checkbox"/> 100%                                                                                                                                                                                                  |  |                                                                         |                                     |
| <b>E-MAIL ADDRESS:</b> erin.cavanaugh@bbrown.com                                                   |  | <b>APPLICABLE CAUSES OF LOSS</b><br><input type="checkbox"/> BASIC <input type="checkbox"/> EARTHQUAKE COV<br><input type="checkbox"/> BROAD <input type="checkbox"/> FLOOD<br><input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> SPRINKLER LEAKAGE EXCL<br><input type="checkbox"/> VANDALISM EXCL |  |                                                                         |                                     |
| <b>CODE:</b>                                                                                       |  | <b>SUBCODE:</b>                                                                                                                                                                                                                                                                                                       |  | <b>SPECIFIC AVERAGE RATE REQUESTED</b><br><b>BLANKET RATE REQUESTED</b> |                                     |
| <b>AGENCY CUSTOMER ID:</b> 00284105                                                                |  |                                                                                                                                                                                                                                                                                                                       |  |                                                                         |                                     |

APPLICABLE FORM NUMBERS (Attach completed forms and endorsements that require completion to provide necessary information affecting rates or loss costs)

| CLASS CODE   | LOC # | BLDG # | DESCRIPTION OF PROPERTY<br>ADDRESS OF PROPERTY  | VALU-<br>ATION | SUBJECT | 100% VALUES   | RATE OR<br>LOSS COST | PREMIUM |
|--------------|-------|--------|-------------------------------------------------|----------------|---------|---------------|----------------------|---------|
|              | 1     | 1      | School<br>1402 Austin Drive<br>Decatur GA 30032 | RC             | BLDG    | 2,312,643     |                      |         |
|              | 1     | 1      | School<br>1402 Austin Drive<br>Decatur GA 30032 | RC             | BPP     | 178,961       |                      |         |
|              |       |        | School                                          |                |         |               |                      |         |
|              | 1     | 2      | School<br>1402 Austin Drive<br>Decatur GA 30032 | RC             | BLDG    | 2,312,643     |                      |         |
|              | 1     | 2      | School<br>1402 Austin Drive<br>Decatur GA 30032 | RC             | BPP     | 178,961       |                      |         |
|              |       |        | School                                          |                |         |               |                      |         |
|              | 1     | 3      | School<br>1402 Austin Drive<br>Decatur GA 30032 | RC             | BLDG    | 2,251,255     |                      |         |
|              | 1     | 3      | School<br>1402 Austin Drive<br>Decatur GA 30032 | RC             | BPP     | 178,961       |                      |         |
|              |       |        | School                                          |                |         |               |                      |         |
|              | 1     | 4      | School<br>1402 Austin Drive<br>Decatur GA 30032 | RC             | BLDG    | 919,644       |                      |         |
|              | 1     | 4      | School<br>1402 Austin Drive<br>Decatur GA 30032 | RC             | BPP     | 71,186        |                      |         |
|              |       |        | School                                          |                |         |               |                      |         |
| <b>TOTAL</b> |       |        |                                                 |                |         | \$ 10,908,542 | N / A                | \$      |

## SIGNATURE

ALL VALUES AND LOCATION INFORMATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

INSURED'S SIGNATURE

DocuSigned by:

Christian Kayemba

TITLE

CFO

DATE

6/29/2023



# STATEMENT OF VALUES

DATE (MM/DD/YYYY)  
06/28/2023

|                                                                                                    |                 |                                                                                                                                                                                                                                                                                                                       |  |                                   |                                     |
|----------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------|-------------------------------------|
| <b>AGENCY</b><br>Brown & Brown Metro, LLC<br>10 Lake Center Drive<br>Suite 310<br>Marlton NJ 08053 |                 | <b>CARRIER</b><br>American Southern Home Insurance Company                                                                                                                                                                                                                                                            |  | <b>NAIC CODE:</b>                 | <b>PAGE</b><br>OF                   |
| <b>CONTACT NAME:</b> Erin Cavanaugh                                                                |                 | <b>INSURED / APPLICANT</b><br>DeKalb Preparatory Academy                                                                                                                                                                                                                                                              |  | <b>POLICY NUMBER</b><br>23-24 CPK | <b>EFFECTIVE DATE</b><br>07/01/2023 |
| <b>PHONE (A/C, No, Ext):</b> (856) 552-6330                                                        |                 | <b>HEADQUARTERS ADDRESS</b><br>1402 Austin Drive Decatur GA 30032                                                                                                                                                                                                                                                     |  |                                   |                                     |
| <b>FAX (A/C, No):</b> (856) 840-8484                                                               |                 | <b>COINS %</b><br><input checked="" type="checkbox"/> 80% <input type="checkbox"/> 90% <input type="checkbox"/> 100%                                                                                                                                                                                                  |  |                                   |                                     |
| <b>E-MAIL ADDRESS:</b> erin.cavanaugh@bbrown.com                                                   |                 | <b>APPLICABLE CAUSES OF LOSS</b><br><input type="checkbox"/> BASIC <input type="checkbox"/> EARTHQUAKE COV<br><input type="checkbox"/> BROAD <input type="checkbox"/> FLOOD<br><input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> SPRINKLER LEAKAGE EXCL<br><input type="checkbox"/> VANDALISM EXCL |  |                                   |                                     |
| <b>CODE:</b>                                                                                       | <b>SUBCODE:</b> | <b>SPECIFIC AVERAGE RATE REQUESTED</b><br><input type="checkbox"/><br><b>BLANKET RATE REQUESTED</b><br><input type="checkbox"/>                                                                                                                                                                                       |  |                                   |                                     |
| <b>AGENCY CUSTOMER ID:</b> 00284105                                                                |                 |                                                                                                                                                                                                                                                                                                                       |  |                                   |                                     |

APPLICABLE FORM NUMBERS (Attach completed forms and endorsements that require completion to provide necessary information affecting rates or loss costs)

| CLASS CODE   | LOC # | BLDG # | DESCRIPTION OF PROPERTY<br>ADDRESS OF PROPERTY                           | VALU-<br>ATION | SUBJECT | 100% VALUES   | RATE OR<br>LOSS COST | PREMIUM |
|--------------|-------|--------|--------------------------------------------------------------------------|----------------|---------|---------------|----------------------|---------|
|              | 1     | 5      | School<br>1402 Austin Drive<br>Decatur GA 30032                          | RC             | BLDG    | 2,246,018     |                      |         |
|              | 1     | 5      | School<br>1402 Austin Drive<br>Decatur GA 30032                          | RC             | BPP     | 173,807       |                      |         |
|              |       |        |                                                                          |                |         |               |                      |         |
|              | 1     | 6      | School<br>1402 Austin Drive<br>Decatur GA 30032                          | RC             | BLDG    | 37,289        |                      |         |
|              | 1     | 6      | School<br>1402 Austin Drive<br>Decatur GA 30032                          | RC             | BPP     | 2,888         |                      |         |
|              |       |        |                                                                          |                |         |               |                      |         |
|              | 1     | 7      | School Storage<br>1402 Austin Drive<br>Decatur GA 30032                  | RC             | BLDG    | 35,854        |                      |         |
|              | 1     | 7      | School Storage<br>1402 Austin Drive<br>Decatur GA 30032                  | RC             | BPP     | 2,804         |                      |         |
|              |       |        |                                                                          |                |         |               |                      |         |
|              | 2     |        | Leased Property<br>4319 Covington Highway, Suite 300<br>Decatur GA 30034 |                | BPP     | 5,628         |                      |         |
|              |       |        |                                                                          |                |         |               |                      |         |
|              |       |        |                                                                          |                |         |               |                      |         |
| <b>TOTAL</b> |       |        |                                                                          |                |         | \$ 10,908,542 | N/A                  | \$      |

## SIGNATURE

ALL VALUES AND LOCATION INFORMATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

INSURED'S SIGNATURE

*Christian Kayemba*

TITLE

CFO

DATE

6/29/2023

ACORD 139 (2015/12)

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Page 369 of 539

**Certificate Of Completion**

Envelope Id: FE57308CC96149B58455E94AAFE9EFBC

Status: Completed

Subject: Dekalb Preparatory Academy - Items to Sign

Source Envelope:

Document Pages: 14

Signatures: 5

Envelope Originator:

Certificate Pages: 4

Initials: 0

Erin Cavanaugh

AutoNav: Enabled

erin.cavanaugh@bbrown.com

EnvelopeId Stamping: Enabled

IP Address: 173.61.184.41

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

**Record Tracking**

Status: Original

Holder: Erin Cavanaugh

Location: DocuSign

6/29/2023 4:24:19 PM

erin.cavanaugh@bbrown.com

**Signer Events**

Christian Kayemba

ckayemba@dekalbprepacademy.org

CFO

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



3EB22A2825A04A8...

Signature Adoption: Pre-selected Style  
Using IP Address: 104.6.219.92**Timestamp**

Sent: 6/29/2023 4:27:22 PM

Viewed: 6/29/2023 4:31:28 PM

Signed: 6/29/2023 4:42:20 PM

**Electronic Record and Signature Disclosure:**

Accepted: 6/29/2023 4:31:28 PM

ID: 7f143c60-5633-4aa4-8b6a-0e6a5d451cbc

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/29/2023 4:27:22 PM

Certified Delivered

Security Checked

6/29/2023 4:31:28 PM

Signing Complete

Security Checked

6/29/2023 4:42:20 PM

Completed

Security Checked

6/29/2023 4:42:20 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Brown & Brown, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Brown & Brown, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

### **To advise Brown & Brown, Inc. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [privacy@brownandbrown.com](mailto:privacy@brownandbrown.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Brown & Brown, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [privacy@brownandbrown.com](mailto:privacy@brownandbrown.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Brown & Brown, Inc.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Brown & Brown, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Brown & Brown, Inc. during the course of your relationship with Brown & Brown, Inc..



# COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)  
06/28/2023

|                                                                                                                                                                                                                                                       |  |                                                      |                                           |                                       |                                           |                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------|-------------------------------------------|---------------------------------------|-------------------------------------------|----------------------------------------|
| <b>AGENCY</b><br>Brown & Brown Metro, LLC<br>10 Lake Center Drive<br>Suite 310<br>Marlton NJ 08053                                                                                                                                                    |  | <b>CARRIER</b><br>Technology Insurance Company, Inc. |                                           | <b>NAIC CODE</b>                      |                                           |                                        |
|                                                                                                                                                                                                                                                       |  | <b>COMPANY POLICY OR PROGRAM NAME</b>                |                                           | <b>PROGRAM CODE</b>                   |                                           |                                        |
|                                                                                                                                                                                                                                                       |  | <b>POLICY NUMBER</b><br>23-24 CBL                    |                                           |                                       |                                           |                                        |
| <b>CONTACT NAME:</b> Erin Cavanaugh<br><b>PHONE (A/C, No, Ext):</b> (856) 552-6330<br><b>FAX (A/C, No):</b> (856) 840-8484<br><b>E-MAIL ADDRESS:</b> erin.cavanaugh@bbrown.com<br><b>CODE:</b> <b>SUBCODE:</b><br><b>AGENCY CUSTOMER ID:</b> 00284105 |  | <b>UNDERWRITER</b>                                   |                                           | <b>UNDERWRITER OFFICE</b>             |                                           |                                        |
|                                                                                                                                                                                                                                                       |  | <b>STATUS OF TRANSACTION</b>                         | <input checked="" type="checkbox"/> QUOTE | <input type="checkbox"/> ISSUE POLICY | <input checked="" type="checkbox"/> RENEW |                                        |
|                                                                                                                                                                                                                                                       |  |                                                      | BOUND (Give Date and/or Attach Copy):     |                                       |                                           |                                        |
|                                                                                                                                                                                                                                                       |  |                                                      | CHANGE                                    | DATE                                  | TIME                                      | <input checked="" type="checkbox"/> AM |
|                                                                                                                                                                                                                                                       |  |                                                      | CANCEL                                    | 07/01/2023                            | 12:01                                     | <input type="checkbox"/> PM            |

### LINE OF BUSINESS

| INDICATE LINES OF BUSINESS                            | PREMIUM |                                                       | PREMIUM |                                | PREMIUM |
|-------------------------------------------------------|---------|-------------------------------------------------------|---------|--------------------------------|---------|
| <input type="checkbox"/> BOILER & MACHINERY           | \$      | <input checked="" type="checkbox"/> CYBER AND PRIVACY | \$      | <input type="checkbox"/> YACHT | \$      |
| <input type="checkbox"/> BUSINESS AUTO                | \$      | <input type="checkbox"/> FIDUCIARY LIABILITY          | \$      |                                | \$      |
| <input type="checkbox"/> BUSINESS OWNERS              | \$      | <input type="checkbox"/> GARAGE AND DEALERS           | \$      |                                | \$      |
| <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | \$      | <input type="checkbox"/> LIQUOR LIABILITY             | \$      |                                | \$      |
| <input type="checkbox"/> COMMERCIAL INLAND MARINE     | \$      | <input type="checkbox"/> MOTOR CARRIER                | \$      |                                | \$      |
| <input type="checkbox"/> COMMERCIAL PROPERTY          | \$      | <input type="checkbox"/> TRUCKERS                     | \$      |                                | \$      |
| <input type="checkbox"/> CRIME                        | \$      | <input type="checkbox"/> UMBRELLA                     | \$      |                                | \$      |

### ATTACHMENTS

|                                                                    |                                                                      |                                                           |
|--------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> ACCOUNTS RECEIVABLE / VALUABLE PAPERS     | <input type="checkbox"/> GLASS AND SIGN SECTION                      | <input type="checkbox"/> STATEMENT / SCHEDULE OF VALUES   |
| <input type="checkbox"/> ADDITIONAL INTEREST SCHEDULE              | <input type="checkbox"/> HOTEL / MOTEL SUPPLEMENT                    | <input type="checkbox"/> STATE SUPPLEMENT (If applicable) |
| <input type="checkbox"/> ADDITIONAL PREMISES INFORMATION SCHEDULE  | <input type="checkbox"/> INSTALLATION / BUILDERS RISK SECTION        | <input type="checkbox"/> VACANT BUILDING SUPPLEMENT       |
| <input type="checkbox"/> APARTMENT BUILDING SUPPLEMENT             | <input type="checkbox"/> INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT | <input type="checkbox"/> VEHICLE SCHEDULE                 |
| <input type="checkbox"/> CONDO ASSN BYLAWS (for D&O Coverage only) | <input type="checkbox"/> INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT  |                                                           |
| <input type="checkbox"/> CONTRACTORS SUPPLEMENT                    | <input type="checkbox"/> LOSS SUMMARY                                |                                                           |
| <input type="checkbox"/> COVERAGES SCHEDULE                        | <input type="checkbox"/> OPEN CARGO SECTION                          |                                                           |
| <input type="checkbox"/> DEALERS SECTION                           | <input type="checkbox"/> PREMIUM PAYMENT SUPPLEMENT                  |                                                           |
| <input type="checkbox"/> DRIVER INFORMATION SCHEDULE               | <input type="checkbox"/> PROFESSIONAL LIABILITY SUPPLEMENT           |                                                           |
| <input type="checkbox"/> ELECTRONIC DATA PROCESSING SECTION        | <input type="checkbox"/> RESTAURANT / TAVERN SUPPLEMENT              |                                                           |

### POLICY INFORMATION

|                                        |                                        |                                                                                                   |                     |                          |              |                      |                              |                                  |
|----------------------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------|---------------------|--------------------------|--------------|----------------------|------------------------------|----------------------------------|
| <b>PROPOSED EFF DATE</b><br>07/01/2023 | <b>PROPOSED EXP DATE</b><br>07/01/2024 | <b>BILLING PLAN</b><br><input type="checkbox"/> DIRECT <input checked="" type="checkbox"/> AGENCY | <b>PAYMENT PLAN</b> | <b>METHOD OF PAYMENT</b> | <b>AUDIT</b> | <b>DEPOSIT</b><br>\$ | <b>MINIMUM PREMIUM</b><br>\$ | <b>POLICY PREMIUM</b><br>\$ 0.00 |
|----------------------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------|---------------------|--------------------------|--------------|----------------------|------------------------------|----------------------------------|

### APPLICANT INFORMATION

|                                                                                                                                                |                                                                                                           |                                                                                     |                                                                                       |              |                          |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------|--------------------------|
| <b>NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4)</b><br>DeKalb Preparatory Academy<br>1402 Austin Drive<br>Decatur GA 30032 |                                                                                                           | <b>GL CODE</b>                                                                      | <b>SIC</b><br>8211                                                                    | <b>NAICS</b> | <b>FEIN OR SOC SEC #</b> |
|                                                                                                                                                |                                                                                                           | <b>BUSINESS PHONE #:</b> (404)937-2009                                              |                                                                                       |              |                          |
|                                                                                                                                                |                                                                                                           | <b>WEBSITE ADDRESS</b>                                                              |                                                                                       |              |                          |
| <input type="checkbox"/> CORPORATION<br><input type="checkbox"/> INDIVIDUAL                                                                    | <input type="checkbox"/> JOINT VENTURE<br><input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____ | <input type="checkbox"/> NOT FOR PROFIT ORG<br><input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> SUBCHAPTER "S" CORPORATION<br><input type="checkbox"/> TRUST |              |                          |
| <b>NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)</b>                                                                        |                                                                                                           | <b>GL CODE</b>                                                                      | <b>SIC</b>                                                                            | <b>NAICS</b> | <b>FEIN OR SOC SEC #</b> |
|                                                                                                                                                |                                                                                                           | <b>BUSINESS PHONE #:</b>                                                            |                                                                                       |              |                          |
|                                                                                                                                                |                                                                                                           | <b>WEBSITE ADDRESS</b>                                                              |                                                                                       |              |                          |
| <input type="checkbox"/> CORPORATION<br><input type="checkbox"/> INDIVIDUAL                                                                    | <input type="checkbox"/> JOINT VENTURE<br><input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____ | <input type="checkbox"/> NOT FOR PROFIT ORG<br><input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> SUBCHAPTER "S" CORPORATION<br><input type="checkbox"/> TRUST |              |                          |
| <b>NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)</b>                                                                        |                                                                                                           | <b>GL CODE</b>                                                                      | <b>SIC</b>                                                                            | <b>NAICS</b> | <b>FEIN OR SOC SEC #</b> |
|                                                                                                                                                |                                                                                                           | <b>BUSINESS PHONE #:</b>                                                            |                                                                                       |              |                          |
|                                                                                                                                                |                                                                                                           | <b>WEBSITE ADDRESS</b>                                                              |                                                                                       |              |                          |
| <input type="checkbox"/> CORPORATION<br><input type="checkbox"/> INDIVIDUAL                                                                    | <input type="checkbox"/> JOINT VENTURE<br><input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____ | <input type="checkbox"/> NOT FOR PROFIT ORG<br><input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> SUBCHAPTER "S" CORPORATION<br><input type="checkbox"/> TRUST |              |                          |

|                                                                                                          |  |                                                                                                            |  |                                                                                                          |  |                                                                                                            |  |
|----------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------|--|
| CONTACT TYPE:                                                                                            |  |                                                                                                            |  | CONTACT TYPE:                                                                                            |  |                                                                                                            |  |
| CONTACT NAME:                                                                                            |  |                                                                                                            |  | CONTACT NAME:                                                                                            |  |                                                                                                            |  |
| PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL |  | SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL |  | PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL |  | SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL |  |
| PRIMARY E-MAIL ADDRESS:                                                                                  |  |                                                                                                            |  | PRIMARY E-MAIL ADDRESS:                                                                                  |  |                                                                                                            |  |
| SECONDARY E-MAIL ADDRESS:                                                                                |  |                                                                                                            |  | SECONDARY E-MAIL ADDRESS:                                                                                |  |                                                                                                            |  |

|                            |         |        |  |             |  |          |                  |                                  |
|----------------------------|---------|--------|--|-------------|--|----------|------------------|----------------------------------|
| LOC #                      | STREET  |        |  | CITY LIMITS |  | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: \$              |
|                            |         |        |  | INSIDE      |  | OWNER    |                  | OCCUPIED AREA: SQ FT             |
| BLD #                      | CITY:   | STATE: |  | OUTSIDE     |  | TENANT   | # PART TIME EMPL | OPEN TO PUBLIC AREA: SQ FT       |
|                            | COUNTY: | ZIP:   |  |             |  |          |                  | TOTAL BUILDING AREA: SQ FT       |
| DESCRIPTION OF OPERATIONS: |         |        |  |             |  |          |                  | ANY AREA LEASED TO OTHERS? Y / N |
| LOC #                      | STREET  |        |  | CITY LIMITS |  | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: \$              |
|                            |         |        |  | INSIDE      |  | OWNER    |                  | OCCUPIED AREA: SQ FT             |
| BLD #                      | CITY:   | STATE: |  | OUTSIDE     |  | TENANT   | # PART TIME EMPL | OPEN TO PUBLIC AREA: SQ FT       |
|                            | COUNTY: | ZIP:   |  |             |  |          |                  | TOTAL BUILDING AREA: SQ FT       |
| DESCRIPTION OF OPERATIONS: |         |        |  |             |  |          |                  | ANY AREA LEASED TO OTHERS? Y / N |
| LOC #                      | STREET  |        |  | CITY LIMITS |  | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: \$              |
|                            |         |        |  | INSIDE      |  | OWNER    |                  | OCCUPIED AREA: SQ FT             |
| BLD #                      | CITY:   | STATE: |  | OUTSIDE     |  | TENANT   | # PART TIME EMPL | OPEN TO PUBLIC AREA: SQ FT       |
|                            | COUNTY: | ZIP:   |  |             |  |          |                  | TOTAL BUILDING AREA: SQ FT       |
| DESCRIPTION OF OPERATIONS: |         |        |  |             |  |          |                  | ANY AREA LEASED TO OTHERS? Y / N |
| LOC #                      | STREET  |        |  | CITY LIMITS |  | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: \$              |
|                            |         |        |  | INSIDE      |  | OWNER    |                  | OCCUPIED AREA: SQ FT             |
| BLD #                      | CITY:   | STATE: |  | OUTSIDE     |  | TENANT   | # PART TIME EMPL | OPEN TO PUBLIC AREA: SQ FT       |
|                            | COUNTY: | ZIP:   |  |             |  |          |                  | TOTAL BUILDING AREA: SQ FT       |
| DESCRIPTION OF OPERATIONS: |         |        |  |             |  |          |                  | ANY AREA LEASED TO OTHERS? Y / N |
| LOC #                      | STREET  |        |  | CITY LIMITS |  | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: \$              |
|                            |         |        |  | INSIDE      |  | OWNER    |                  | OCCUPIED AREA: SQ FT             |
| BLD #                      | CITY:   | STATE: |  | OUTSIDE     |  | TENANT   | # PART TIME EMPL | OPEN TO PUBLIC AREA: SQ FT       |
|                            | COUNTY: | ZIP:   |  |             |  |          |                  | TOTAL BUILDING AREA: SQ FT       |
| DESCRIPTION OF OPERATIONS: |         |        |  |             |  |          |                  | ANY AREA LEASED TO OTHERS? Y / N |

[illegible]

| INTEREST                                                                                                                                  |                                                                                             |                  | NAME AND ADDRESS      | RANK:               | EVIDENCE:          | CERTIFICATE | POLICY | SEND BILL | INTEREST IN ITEM NUMBER |           |  |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------|-----------------------|---------------------|--------------------|-------------|--------|-----------|-------------------------|-----------|--|
| ADDITIONAL<br>INSURED<br>BREACH OF<br>WARRANTY<br>CO-OWNER<br><br>EMPLOYEE<br>AS LESSOR<br>LEASEBACK<br>OWNER<br>LENDER'S<br>LOSS PAYABLE | LIENHOLDER<br><br>LOSS PAYEE<br><br>MORTGAGEE<br><br>OWNER<br><br>REGISTRANT<br><br>TRUSTEE |                  |                       |                     |                    |             |        |           | LOCATION:               | BUILDING: |  |
|                                                                                                                                           |                                                                                             |                  |                       |                     |                    |             |        |           | VEHICLE:                | BOAT:     |  |
|                                                                                                                                           |                                                                                             |                  |                       |                     |                    |             |        |           | AIRPORT:                | AIRCRAFT: |  |
|                                                                                                                                           |                                                                                             |                  |                       |                     |                    |             |        |           | ITEM CLASS:             | ITEM:     |  |
|                                                                                                                                           |                                                                                             | ITEM DESCRIPTION |                       |                     |                    |             |        |           |                         |           |  |
|                                                                                                                                           |                                                                                             |                  |                       | REFERENCE / LOAN #: | INTEREST END DATE: |             |        |           |                         |           |  |
|                                                                                                                                           |                                                                                             | LIEN AMOUNT:     | PHONE (A/C, No, Ext): |                     |                    |             |        |           | FAX (A/C, No):          |           |  |
| REASON FOR INTEREST:                                                                                                                      |                                                                                             |                  |                       |                     | E-MAIL ADDRESS:    |             |        |           |                         |           |  |

AGENCY CUSTOMER ID: 00284105

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES

Y / N

1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?

PARENT COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?

SUBSIDIARY COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

2. IS A FORMAL SAFETY PROGRAM IN OPERATION?

☐

SAFETY MANUAL

☐

SAFETY POSITION

☐

MONTHLY MEETINGS

☐

OSHA

☐

3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?

4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)

LINE OF BUSINESS

POLICY NUMBER

LINE OF BUSINESS

POLICY NUMBER

5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)

☐

NON-PAYMENT

☐

AGENT NO LONGER REPRESENTS CARRIER

☐☐

NON-RENEWAL

☐

UNDERWRITING

☐

CONDITION CORRECTED (Describe):

6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?

7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY?  
(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).

8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:

12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES?  
(If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)

13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?

14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)

15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)

**REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)****PRIOR CARRIER INFORMATION**

| YEAR | CATEGORY        | GENERAL LIABILITY | AUTOMOBILE | PROPERTY | OTHER: |
|------|-----------------|-------------------|------------|----------|--------|
|      | CARRIER         |                   |            |          |        |
|      | POLICY NUMBER   |                   |            |          |        |
|      | PREMIUM         | \$                | \$         | \$       | \$     |
|      | EFFECTIVE DATE  |                   |            |          |        |
|      | EXPIRATION DATE |                   |            |          |        |

AGENCY CUSTOMER ID: 00284105

## PRIOR CARRIER INFORMATION (continued)

| YEAR | CATEGORY        | GENERAL LIABILITY | AUTOMOBILE | PROPERTY | OTHER: |
|------|-----------------|-------------------|------------|----------|--------|
|      | CARRIER         |                   |            |          |        |
|      | POLICY NUMBER   |                   |            |          |        |
|      | PREMIUM         | \$                | \$         | \$       | \$     |
|      | EFFECTIVE DATE  |                   |            |          |        |
|      | EXPIRATION DATE |                   |            |          |        |
|      | CARRIER         |                   |            |          |        |
|      | POLICY NUMBER   |                   |            |          |        |
|      | PREMIUM         | \$                | \$         | \$       | \$     |
|      | EFFECTIVE DATE  |                   |            |          |        |
|      | EXPIRATION DATE |                   |            |          |        |

## LOSS HISTORY

Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST \_\_\_\_ YEARS

TOTAL LOSSES: \$

| DATE OF OCCURRENCE | LINE | TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM | DATE OF CLAIM | AMOUNT PAID | AMOUNT RESERVED | SUBRO-GATION Y / N | CLAIM OPEN Y / N |
|--------------------|------|-------------------------------------------|---------------|-------------|-----------------|--------------------|------------------|
|                    |      |                                           |               |             |                 |                    |                  |
|                    |      |                                           |               |             |                 |                    |                  |
|                    |      |                                           |               |             |                 |                    |                  |

## SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): \_\_\_\_\_

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

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**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

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**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE

PRODUCER'S NAME (Please Print)

STATE PRODUCER LICENSE NO (Required in Florida)

Edward Abele/ERCAVA

APPLICANT'S SIGNATURE

DocuSigned by:

Christian Kayemba

DATE  
6/29/2023

NATIONAL PRODUCER NUMBER

AGENCY CUSTOMER ID: 00284105



# COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY)

06/28/2023

|                                                                                                                                                                                              |                              |                                                               |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------|-----------|
| AGENCY<br>Brown & Brown Metro, LLC                                                                                                                                                           |                              | CARRIER<br>Technology Insurance Company, Inc.                 | NAIC CODE |
| POLICY NUMBER<br>23-24 CBL                                                                                                                                                                   | EFFECTIVE DATE<br>07/01/2023 | APPLICANT / FIRST NAMED INSURED<br>DeKalb Preparatory Academy |           |
| <b>IMPORTANT - If CLAIMS MADE is checked in the COVERAGE / LIMITS section below, this is an application for a claims-made policy.</b><br><b>Read all provisions of the policy carefully.</b> |                              |                                                               |           |

## COVERAGES

## LIMITS

|                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                      |                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE<br><input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECTIVE |  | GENERAL AGGREGATE \$ 1,000,000<br>LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> LOCATION<br><input type="checkbox"/> PROJECT <input type="checkbox"/> OTHER:                                                                           | PREMIUMS<br>PREMISES/OPERATIONS |
| DEDUCTIBLES<br>PROPERTY DAMAGE \$ <input type="checkbox"/> PER CLAIM<br>BODILY INJURY \$ <input type="checkbox"/> PER OCCURRENCE<br>\$ <input type="checkbox"/> PER OCCURRENCE                                        |  | PRODUCTS & COMPLETED OPERATIONS AGGREGATE \$<br>PERSONAL & ADVERTISING INJURY \$<br>EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (each occurrence) \$<br>MEDICAL EXPENSE (Any one person) \$<br>EMPLOYEE BENEFITS \$<br>BUSINESS INTER. FROM SUPPLIERS \$ 500,000 | PRODUCTS<br>OTHER<br>TOTAL      |

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

Full Prior Acts are Included

APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:

1. UM / UIM COVERAGE ☐ IS ☐ IS NOT AVAILABLE. 2. MEDICAL PAYMENTS COVERAGE ☐ IS ☐ IS NOT AVAILABLE.

## SCHEDULE OF HAZARDS (ACORD 211, Schedule of Hazards, may be attached if more space is required)

| LOC #                                                                                                                                                                                                                             | HAZ # | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR | RATE       |          | PREMIUM    |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|---------------|----------|------|------------|----------|------------|----------|
|                                                                                                                                                                                                                                   |       |            |               |          |      | PREM / OPS | PRODUCTS | PREM / OPS | PRODUCTS |
| CLASSIFICATION DESCRIPTION                                                                                                                                                                                                        |       |            |               |          |      |            |          |            |          |
| LOC #                                                                                                                                                                                                                             | HAZ # | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR | RATE       |          | PREMIUM    |          |
|                                                                                                                                                                                                                                   |       |            |               |          |      | PREM / OPS | PRODUCTS | PREM / OPS | PRODUCTS |
| CLASSIFICATION DESCRIPTION                                                                                                                                                                                                        |       |            |               |          |      |            |          |            |          |
| LOC #                                                                                                                                                                                                                             | HAZ # | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR | RATE       |          | PREMIUM    |          |
|                                                                                                                                                                                                                                   |       |            |               |          |      | PREM / OPS | PRODUCTS | PREM / OPS | PRODUCTS |
| CLASSIFICATION DESCRIPTION                                                                                                                                                                                                        |       |            |               |          |      |            |          |            |          |
| LOC #                                                                                                                                                                                                                             | HAZ # | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERR | RATE       |          | PREMIUM    |          |
|                                                                                                                                                                                                                                   |       |            |               |          |      | PREM / OPS | PRODUCTS | PREM / OPS | PRODUCTS |
| CLASSIFICATION DESCRIPTION                                                                                                                                                                                                        |       |            |               |          |      |            |          |            |          |
| <b>RATING AND PREMIUM BASIS</b><br>(S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (C) TOTAL COST - PER \$1,000/COST (U) UNIT - PER UNIT<br>(A) AREA - PER 1,000/SQ FT (M) ADMISSIONS - PER 1,000/ADM (T) OTHER |       |            |               |          |      |            |          |            |          |

## CLAIMS MADE (Explain all "Yes" responses)

|                                                                                                                      |       |
|----------------------------------------------------------------------------------------------------------------------|-------|
| EXPLAIN ALL "YES" RESPONSES                                                                                          | Y / N |
| 1. PROPOSED RETROACTIVE DATE:                                                                                        |       |
| 2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:                                                               |       |
| 3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE? |       |
| 4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?                                                            |       |

## EMPLOYEE BENEFITS LIABILITY

|                             |                                                            |
|-----------------------------|------------------------------------------------------------|
| 1. DEDUCTIBLE PER CLAIM: \$ | 3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS: |
| 2. NUMBER OF EMPLOYEES:     | 4. RETROACTIVE DATE:                                       |

ACORD 126 (2016/09)

Attach to ACORD 125

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AGENCY CUSTOMER ID: 00284105

**CONTRACTORS**

| EXPLAIN ALL "YES" RESPONSES (For all past or present operations)                             |                             |                          |                    |                    | Y / N |
|----------------------------------------------------------------------------------------------|-----------------------------|--------------------------|--------------------|--------------------|-------|
| 1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?                         |                             |                          |                    |                    |       |
| 2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?                |                             |                          |                    |                    |       |
| 3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?        |                             |                          |                    |                    |       |
| 4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?                         |                             |                          |                    |                    |       |
| 5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE? |                             |                          |                    |                    |       |
| 6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?                       |                             |                          |                    |                    |       |
| DESCRIBE THE TYPE OF WORK SUBCONTRACTED                                                      | \$ PAID TO SUB-CONTRACTORS: | % OF WORK SUBCONTRACTED: | # FULL-TIME STAFF: | # PART-TIME STAFF: |       |

**PRODUCTS / COMPLETED OPERATIONS**

| PRODUCTS | ANNUAL GROSS SALES | # OF UNITS | TIME IN MARKET | EXPECTED LIFE | INTENDED USE | PRINCIPAL COMPONENTS |
|----------|--------------------|------------|----------------|---------------|--------------|----------------------|
|          |                    |            |                |               |              |                      |
|          |                    |            |                |               |              |                      |
|          |                    |            |                |               |              |                      |

| EXPLAIN ALL "YES" RESPONSES (For all past or present products or operations) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC. |  | Y / N |
|------------------------------------------------------------------------------------------------------------------------------------------|--|-------|
| 1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?                                                                              |  |       |
| 2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)                                                  |  |       |
| 3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?                                                                           |  |       |
| 4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?                                                                                     |  |       |
| 5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?                                                                                          |  |       |
| 6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?                                                                                             |  |       |
| 7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?                                                                         |  |       |
| 8. PRODUCTS UNDER LABEL OF OTHERS?                                                                                                       |  |       |
| 9. VENDORS COVERAGE REQUIRED?                                                                                                            |  |       |
| 10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSURED?                                                                                  |  |       |

AGENCY CUSTOMER ID: 00284105

## ADDITIONAL INTEREST / CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

|                                                |                     |       |           |             |                         |           |
|------------------------------------------------|---------------------|-------|-----------|-------------|-------------------------|-----------|
| INTEREST                                       | NAME AND ADDRESS    | RANK: | EVIDENCE: | CERTIFICATE | INTEREST IN ITEM NUMBER |           |
| <input type="checkbox"/> ADDITIONAL INSURED    |                     |       |           |             | LOCATION:               | BUILDING: |
| <input type="checkbox"/> EMPLOYEE AS LESSOR    |                     |       |           |             | ITEM CLASS:             | ITEM:     |
| <input type="checkbox"/> LENDER'S LOSS PAYABLE |                     |       |           |             | ITEM DESCRIPTION        |           |
| <input type="checkbox"/> LIENHOLDER            |                     |       |           |             |                         |           |
| <input type="checkbox"/> LOSS PAYEE            |                     |       |           |             |                         |           |
| <input type="checkbox"/> MORTGAGEE             | REFERENCE / LOAN #: |       |           |             |                         |           |

## GENERAL INFORMATION

|                                                                                                                                                                                                                                                                   |                           |                                     |                 |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------|-----------------|-------------------------------------|
| EXPLAIN ALL "YES" RESPONSES (For all past or present operations)                                                                                                                                                                                                  |                           |                                     |                 | Y / N                               |
| 1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?                                                                                                                                                                               |                           |                                     |                 |                                     |
| 2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?                                                                                                                                                                                                                 |                           |                                     |                 |                                     |
| 3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)                                                              |                           |                                     |                 |                                     |
| 4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?                                                                                                                                                                                         |                           |                                     |                 |                                     |
| 5. DO YOU RENT OR LOAN EQUIPMENT TO OTHERS?                                                                                                                                                                                                                       |                           |                                     |                 |                                     |
| EQUIPMENT                                                                                                                                                                                                                                                         |                           | TYPE OF EQUIPMENT                   |                 | INSTRUCTION GIVEN (Y/N)             |
|                                                                                                                                                                                                                                                                   |                           | SMALL TOOLS                         | LARGE EQUIPMENT |                                     |
|                                                                                                                                                                                                                                                                   |                           | SMALL TOOLS                         | LARGE EQUIPMENT |                                     |
| 6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?                                                                                                                                                                                                          |                           |                                     |                 |                                     |
| 7. ANY PARKING FACILITIES OWNED/RENTED?                                                                                                                                                                                                                           |                           |                                     |                 |                                     |
| 8. IS A FEE CHARGED FOR PARKING?                                                                                                                                                                                                                                  |                           |                                     |                 |                                     |
| 9. RECREATION FACILITIES PROVIDED?                                                                                                                                                                                                                                |                           |                                     |                 |                                     |
| 10. ARE THERE ANY LODGING OPERATIONS INCLUDING APARTMENTS? (If "YES", answer the following):                                                                                                                                                                      |                           |                                     |                 |                                     |
| # APTS                                                                                                                                                                                                                                                            | TOTAL APT AREA<br>Sq. Ft. | DESCRIBE OTHER LODGING OPERATIONS   |                 |                                     |
|                                                                                                                                                                                                                                                                   |                           |                                     |                 |                                     |
| 11. IS THERE A SWIMMING POOL ON PREMISES? (Check all that apply)                                                                                                                                                                                                  |                           |                                     |                 |                                     |
| <input type="checkbox"/> APPROVED FENCE <input type="checkbox"/> LIMITED ACCESS <input type="checkbox"/> DIVING BOARD <input type="checkbox"/> SLIDE <input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> IN GROUND <input type="checkbox"/> LIFE GUARD |                           |                                     |                 |                                     |
| 12. ARE SOCIAL EVENTS SPONSORED?                                                                                                                                                                                                                                  |                           |                                     |                 |                                     |
| 13. ARE ATHLETIC TEAMS SPONSORED?                                                                                                                                                                                                                                 |                           |                                     |                 |                                     |
| TYPE OF SPORT                                                                                                                                                                                                                                                     | CONTACT SPORT (Y/N)       | AGE GROUP                           | TYPE OF SPORT   | CONTACT SPORT (Y/N)                 |
|                                                                                                                                                                                                                                                                   |                           | <input type="checkbox"/> 13 - 18    |                 | <input type="checkbox"/> 13 - 18    |
|                                                                                                                                                                                                                                                                   |                           | <input type="checkbox"/> 12 & UNDER |                 | <input type="checkbox"/> 12 & UNDER |
|                                                                                                                                                                                                                                                                   |                           | <input type="checkbox"/> OVER 18    |                 | <input type="checkbox"/> OVER 18    |
| EXTENT OF SPONSORSHIP:                                                                                                                                                                                                                                            |                           | EXTENT OF SPONSORSHIP:              |                 |                                     |
| 14. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?                                                                                                                                                                                                                      |                           |                                     |                 |                                     |
| 15. ANY DEMOLITION EXPOSURE CONTEMPLATED?                                                                                                                                                                                                                         |                           |                                     |                 |                                     |

ACORD 126 (2016/09)

**GENERAL INFORMATION (continued)**

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)

Y / N

16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?

17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?

| LEASE TO | WORKERS<br>COMPENSATION<br>COVERAGE CARRIED (Y/N) | LEASE FROM | WORKERS<br>COMPENSATION<br>COVERAGE CARRIED (Y/N) |
|----------|---------------------------------------------------|------------|---------------------------------------------------|
|          |                                                   |            |                                                   |
|          |                                                   |            |                                                   |

18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?

19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?

20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?

21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?

22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?

**REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)****SIGNATURE**

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PRODUCER'S SIGNATURE

PRODUCER'S NAME (Please Print)

STATE PRODUCER LICENSE NO  
(Required in Florida)

DocuSigned by:

Edward Abele/ERCAVA

APPLICANT'S SIGNATURE

Christian Kayemba

DATE

6/29/2023

NATIONAL PRODUCER NUMBER

## ADDITIONAL COVERAGES AND ENDORSEMENTS

| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|-----------|----|----------|---------------------------------------|------------------|-------------------|--------------|-------------------|--------------|
|           |    |          | <b>RANSOM PAYMENT</b>                 |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 1,000,000 |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>DATA &amp; SYSTEM RECOVERY</b>     |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 1,000,000 |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>BRICKING COSTS</b>                 |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 500,000   |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>REPUTATION HARM</b>                |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 1,000,000 |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>PRIVACY &amp; NETWORK SECURITY</b> |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 1,000,000 |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>REGULATORY FINES &amp; PENAL</b>   |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 1,000,000 |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>PAYMENT CARD (PCI)</b>             |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 1,000,000 |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>MEDIA MEDIA</b>                    |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 1,000,000 |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>BUSINESS INTERRUPTION</b>          |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 1,000,000 |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>CYBER EVENT</b>                    |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 1,000,000 |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>CYBER DECEPTION</b>                |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 250,000   |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>PROOF OF LOSS</b>                  |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 100,000   |    |          |                                       | 5,000            |                   |              |                   |              |
| Loc #     | ST | Cov Code | Description                           | Type of Coverage | Form No.          | Edition Date | Rate              | Option Codes |
|           |    |          | <b>CRYPTOJACKING</b>                  |                  |                   |              |                   |              |
| Limit 1   |    | Limit 2  | Limit 3                               | Ded 1            | Deductible Type 1 | Ded 2        | Deductible Type 2 | Premium      |
| 500,000   |    |          |                                       | 5,000            |                   |              |                   |              |

OFBAADCV



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2023

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).

|                                                                                                      |  |                                                                                                                                                                                |  |
|------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Brown & Brown Metro, LLC<br>10 Lake Center Drive<br>Suite 310<br>Marlton NJ 08053 |  | <b>CONTACT NAME:</b> Erin Cavanaugh<br><b>PHONE (A/C, No, Ext):</b> (856) 552-6330<br><b>FAX (A/C, No):</b> (856) 840-8484<br><b>E-MAIL ADDRESS:</b> erin.cavanaugh@bbrown.com |  |
|                                                                                                      |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                           |  |
|                                                                                                      |  | <b>INSURER A:</b> American Southern Home Insurance Company                                                                                                                     |  |
|                                                                                                      |  | <b>INSURER B:</b> American Family Home Insurance Company                                                                                                                       |  |
|                                                                                                      |  | <b>INSURER C:</b> Technology Insurance Company, Inc.                                                                                                                           |  |
|                                                                                                      |  | <b>INSURER D:</b>                                                                                                                                                              |  |
|                                                                                                      |  | <b>INSURER E:</b>                                                                                                                                                              |  |
|                                                                                                      |  | <b>INSURER F:</b>                                                                                                                                                              |  |

**COVERAGES** **CERTIFICATE NUMBER:** 23-24 MASTER **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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |                                                        | 7NA6CP0000689-02 | 07/01/2023              | 07/01/2024              | EACH OCCURRENCE \$ 1,000,000                                         |
|          |                                                                                                                                                                                                                                                                                                                                       |           | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |                  |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                                       |           | MED EXP (Any one person) \$ 10,000                     |                  |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                                       |           | PERSONAL & ADV INJURY \$ 1,000,000                     |                  |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                                       |           | GENERAL AGGREGATE \$ 3,000,000                         |                  |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                                       |           | PRODUCTS - COMP/OP AGG \$ 3,000,000                    |                  |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                                       |           | \$                                                     |                  |                         |                         |                                                                      |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                         |           |                                                        | 7NA5CA0000589-02 | 07/01/2023              | 07/01/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                     |
|          |                                                                                                                                                                                                                                                                                                                                       |           | BODILY INJURY (Per person) \$                          |                  |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                                       |           | BODILY INJURY (Per accident) \$                        |                  |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                                       |           | PROPERTY DAMAGE (Per accident) \$                      |                  |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                                       |           | \$                                                     |                  |                         |                         |                                                                      |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                             |           |                                                        | 7NA5FF0000577-02 | 07/01/2023              | 07/01/2024              | EACH OCCURRENCE \$ 3,000,000                                         |
|          |                                                                                                                                                                                                                                                                                                                                       |           | AGGREGATE \$ 3,000,000                                 |                  |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                                       |           | \$                                                     |                  |                         |                         |                                                                      |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                          |           |                                                        |                  |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          |                                                                                                                                                                                                                                                                                                                                       |           | E.L. EACH ACCIDENT \$                                  |                  |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                                       |           | E.L. DISEASE - EA EMPLOYEE \$                          |                  |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                                       |           | E.L. DISEASE - POLICY LIMIT \$                         |                  |                         |                         |                                                                      |
| A        | Abuse or Molestation Liability                                                                                                                                                                                                                                                                                                        |           |                                                        | 7NA6CP0000689-02 | 07/01/2023              | 07/01/2024              | Each Act Limit \$1,000,000<br>Aggregate Limit \$1,000,000            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|                           |                                                                                                                                                                |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b> | <b>CANCELLATION</b>                                                                                                                                            |
| Proof of Coverage         | 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                                                                                                                                      |

## ADDITIONAL COVERAGES

|                             |                                               |                      |                          |                        |
|-----------------------------|-----------------------------------------------|----------------------|--------------------------|------------------------|
| <b>Ref #</b>                | <b>Description</b><br>GA Counseling Prof Liab | <b>Coverage Code</b> | <b>Form No.</b>          | <b>Edition Date</b>    |
| <b>Limit 1</b><br>1,000,000 | <b>Limit 2</b><br>2,000,000                   | <b>Limit 3</b>       | <b>Deductible Amount</b> | <b>Deductible Type</b> |
| <b>Premium</b>              |                                               |                      |                          |                        |

|                             |                                                                   |                      |                          |                        |
|-----------------------------|-------------------------------------------------------------------|----------------------|--------------------------|------------------------|
| <b>Ref #</b>                | <b>Description</b><br>LAW Enforcement Liab w/ Non-Monetary relief | <b>Coverage Code</b> | <b>Form No.</b>          | <b>Edition Date</b>    |
| <b>Limit 1</b><br>1,000,000 | <b>Limit 2</b><br>3,000,000                                       | <b>Limit 3</b>       | <b>Deductible Amount</b> | <b>Deductible Type</b> |
| <b>Premium</b>              |                                                                   |                      |                          |                        |

|                             |                                         |                               |                          |                        |
|-----------------------------|-----------------------------------------|-------------------------------|--------------------------|------------------------|
| <b>Ref #</b>                | <b>Description</b><br>Employee Benefits | <b>Coverage Code</b><br>EBLIA | <b>Form No.</b>          | <b>Edition Date</b>    |
| <b>Limit 1</b><br>1,000,000 | <b>Limit 2</b><br>2,000,000             | <b>Limit 3</b>                | <b>Deductible Amount</b> | <b>Deductible Type</b> |
| <b>Premium</b>              |                                         |                               |                          |                        |

|                           |                                                                    |                      |                          |                        |
|---------------------------|--------------------------------------------------------------------|----------------------|--------------------------|------------------------|
| <b>Ref #</b>              | <b>Description</b><br>Abuse or Molestation Alleged Participant Cov | <b>Coverage Code</b> | <b>Form No.</b>          | <b>Edition Date</b>    |
| <b>Limit 1</b><br>500,000 | <b>Limit 2</b><br>1,000,000                                        | <b>Limit 3</b>       | <b>Deductible Amount</b> | <b>Deductible Type</b> |
| <b>Premium</b>            |                                                                    |                      |                          |                        |

|                           |                                                 |                      |                          |                        |
|---------------------------|-------------------------------------------------|----------------------|--------------------------|------------------------|
| <b>Ref #</b>              | <b>Description</b><br>Crisis Management Expense | <b>Coverage Code</b> | <b>Form No.</b>          | <b>Edition Date</b>    |
| <b>Limit 1</b><br>300,000 | <b>Limit 2</b>                                  | <b>Limit 3</b>       | <b>Deductible Amount</b> | <b>Deductible Type</b> |
| <b>Premium</b>            |                                                 |                      |                          |                        |

|                             |                                                |                              |                                   |                        |
|-----------------------------|------------------------------------------------|------------------------------|-----------------------------------|------------------------|
| <b>Ref #</b>                | <b>Description</b><br>Educators Legal Liab Cov | <b>Coverage Code</b><br>EDLL | <b>Form No.</b>                   | <b>Edition Date</b>    |
| <b>Limit 1</b><br>1,000,000 | <b>Limit 2</b><br>3,000,000                    | <b>Limit 3</b>               | <b>Deductible Amount</b><br>5,000 | <b>Deductible Type</b> |
| <b>Premium</b>              |                                                |                              |                                   |                        |

|                |                    |                      |                          |                        |
|----------------|--------------------|----------------------|--------------------------|------------------------|
| <b>Ref #</b>   | <b>Description</b> | <b>Coverage Code</b> | <b>Form No.</b>          | <b>Edition Date</b>    |
| <b>Limit 1</b> | <b>Limit 2</b>     | <b>Limit 3</b>       | <b>Deductible Amount</b> | <b>Deductible Type</b> |
| <b>Premium</b> |                    |                      |                          |                        |

|                |                    |                      |                          |                        |
|----------------|--------------------|----------------------|--------------------------|------------------------|
| <b>Ref #</b>   | <b>Description</b> | <b>Coverage Code</b> | <b>Form No.</b>          | <b>Edition Date</b>    |
| <b>Limit 1</b> | <b>Limit 2</b>     | <b>Limit 3</b>       | <b>Deductible Amount</b> | <b>Deductible Type</b> |
| <b>Premium</b> |                    |                      |                          |                        |

|                |                    |                      |                          |                        |
|----------------|--------------------|----------------------|--------------------------|------------------------|
| <b>Ref #</b>   | <b>Description</b> | <b>Coverage Code</b> | <b>Form No.</b>          | <b>Edition Date</b>    |
| <b>Limit 1</b> | <b>Limit 2</b>     | <b>Limit 3</b>       | <b>Deductible Amount</b> | <b>Deductible Type</b> |
| <b>Premium</b> |                    |                      |                          |                        |

|                |                    |                      |                          |                        |
|----------------|--------------------|----------------------|--------------------------|------------------------|
| <b>Ref #</b>   | <b>Description</b> | <b>Coverage Code</b> | <b>Form No.</b>          | <b>Edition Date</b>    |
| <b>Limit 1</b> | <b>Limit 2</b>     | <b>Limit 3</b>       | <b>Deductible Amount</b> | <b>Deductible Type</b> |
| <b>Premium</b> |                    |                      |                          |                        |

## **EXHIBIT 17: DEKALB PREPARATORY ACADEMY**

**NOT APPLICABLE. DPA DOES NOT CONTRACT WITH AND EDUCATION  
SERVICE PROVIDER**

## 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 1<sup>st</sup> of each school year. The Charter School will handle all discipline issues regarding students with disabilities in accordance with federal regulations, state guidelines, and DCSD policies.

### **Personnel**

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

### **Facilities**

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

### **School Nutrition & Transportation**

1. If the Charter School elects to participate in the National School Breakfast and Lunch Program, the Charter School will submit its own application to the GADOE if required and will be

responsible for accurately counting meals and submitting financial reimbursement claims to the GADOE for meals meeting specified nutrient standards.

2. The Charter School agrees to provide DCSD with transportation safety documentation, if any, as required by the GADOE no later than June 1 for the pending school year and adhere to DCSD's Transportation Standard Operating Procedures, if DCSD school buses are used.
3. The Charter School's transportation program will comply with applicable law and any vehicles or drivers used for transporting students will meet the same safety standards applicable to public schools in this State.
4. The Charter School will adhere to DCSD's Transportation Standard Operating Procedures, if DCSD school buses are used.

#### **Public Safety**

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

#### **Administrative**

1. The Charter School's leader will be provided a District email address, identify a business email and voicemail for correspondence with the DCSD, and make good faith efforts to respond to all DCSD inquiries within one business day. Representatives from the Charter School will attend any workshop, in-services, and/or training and other meeting(s) as required by DCSD. The Charter School shall complete annual reports and surveys, as mandated by DCSD.
2. The Charter School shall report daily attendance to DCSD using the standard, approved method of data collection. Master schedules and student schedules must exist for students in grades K-12 prior to the start of the school year. All changes in the schedules shall be completed prior to the first FTE count date of the school year. Final grades for each course must be recorded after each semester. DCSD will provide the necessary software and training for the student information system application while the Charter School will provide hardware and the necessary internet service connection. The DCSD Student Information System is to be used for the collection of all data and information required by O.C.G.A. 20-2-320 for mandatory reporting to the State Department of Education (SDOE) and federal agencies (example: discipline). The method of data collection will be that which is currently in use by DCSD and may be changed from time to time based on technology currently in use. Existing periodic and end-of-year checklists provided by DCSD will be used to define when progress reports, report cards and other verifications are to be produced.
3. The Charter School shall maintain all student records in accordance with applicable federal and state laws, regulations, rules and policies. The Charter School shall maintain all student records on behalf of the District during each student's enrollment in the Charter School. Upon a student's withdrawal or other matriculation from the Charter School, the student's educational records shall be returned within ten (10) business days to the District's student records center for retention.

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

#### **Assurances for Charter Schools with an Education Service Provider Agreement**

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

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

the agent of the Charter School. Any such purchases must be made from a third party supplier, unless set forth in the charter petition.

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

### **Insurance Generally**

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

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

### **Minimum Scope and Limit of Insurance**

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

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

### **Other Insurance Provisions**

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

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

A copy of these endorsements shall be provided to DCSD.

### **Claims-Made Policies**

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

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

### **Verification of Insurance Coverage**

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

### **Self- Insured Retentions**

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

### **Non-Limitation on Charter School's Liability**

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



### **Insurance Ratings**

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

### **Special Risks or Circumstances**

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

### **Charter School's Property Insurance**

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

### **Other Obligations**

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

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

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

Notices shall be addressed as follows:

**To the District:**

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

**With a copy to:**

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

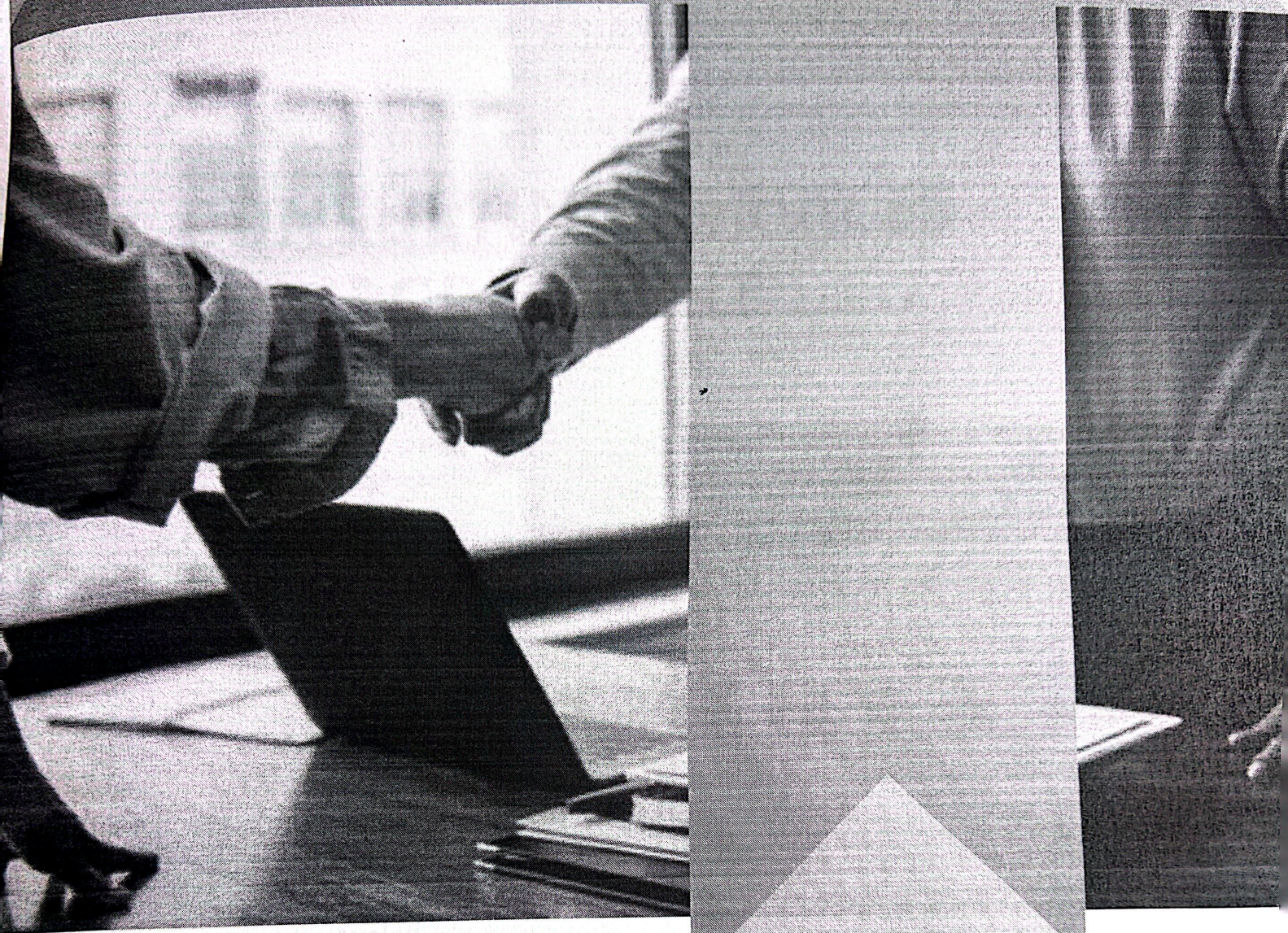
Agreed to and accepted by the Charter School:

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

  
\_\_\_\_\_  
Governing Board Chair

10/16/2023  
\_\_\_\_\_  
Date





**AVOLON**  
—ACCOUNTING—



October 11, 2023

# CONSULTING SERVICES AGREEMENT

DeKalb Preparatory  
Academy

PREPARED BY:

Avolon Accounting & CFO Services  
Candy Yu

October 11, 2023



THIS CONSULTING SERVICES AGREEMENT is made Oct 11, 2023, with contract starting date as of Nov 1, 2023 ("Effective Date"), by and between DeKalb Preparatory Academy ("Client") and AABS LLC d/b/a Avolon Accounting & Charter CFO Services ("Consultant").

**BACKGROUND:**

WHEREAS, Client desires to retain Consultant to provide certain consulting services, and Consultant desires to provide such services to Client, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree under seal as follows:

1. **Services.** Subject to the terms and conditions of this Agreement, Client hereby retains Consultant to provide to Client the services more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Services"), and Consultant agrees to render the Services to Client.

2. **Payment for Services.**

(a) Client shall pay to Consultant, and Consultant shall accept, the fees set forth in Exhibit "B" attached hereto and incorporated herein by reference (the "Fees").

(b) All Fees are to be made payable to "AABS LLC" and sent to the following address: 2870 Peachtree Road NW# 915-7067, Atlanta, Georgia 30305Atlanta30305

(c) Any Fees not paid by Client on or before the due date for such Fees as set forth in Exhibit "B" attached hereto and incorporated herein by reference will be considered delinquent, and Consultant, at its option, may assess a late payment charge equal to the lesser of one and one-half percent (1.5%) of the delinquent balance or the maximum amount permissible by law per month on amounts that remain delinquent.

(d) Because Consultant is an independent contractor, Client shall not deduct any federal, state or local taxes or other withholdings from any sums paid to Consultant.

(e) Client's obligation to pay Consultant's Fees is not contingent upon the results of the Services, and Consultant makes no representation or warranty regarding the financial results of the Company as a result of the Services, any products used in connection therewith, or otherwise, including but not limited to any representation or warranty that the Services, or any products used in connection therewith, will result in any specific savings or financial achievements for Client. Notwithstanding the foregoing, the Consultant shall perform the services in a commercially reasonable manner.

3. **Term and Termination.**

(a) Unless sooner terminated pursuant to Section 3(b) or (c) hereof, the initial term of this Agreement shall be for Twelve (12) months and 0 days, commencing on the Effective Date hereof and continuing until Oct 31, 2024 ("Initial Term"), and shall be automatically renewed for successive 12 months (each a "Renewal Term"). The Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term".

(b) Notwithstanding anything herein to the contrary, either party may cancel and terminate this Agreement for any reason by giving the other party thirty (30) days' prior written notice of such termination.

(c) Notwithstanding anything herein to the contrary, either party hereto, in addition to any other rights and remedies such party may have against the other party hereto at law, in equity or hereunder, may cancel and terminate this Agreement if the other party fails to correct or cure any material breach hereunder after fifteen (15) days prior written notice of such breach from the non-breaching party.

(d) In the event this Agreement is terminated pursuant to Section 3(b) or (c) above, Client shall pay the Fees for Services performed through the effective date of the termination of this Agreement, as determined in accordance with Exhibit "B" attached hereto and incorporated herein by reference.

(e) Upon Termination, Consultant shall within five (5) business days return all Client's records, including but not limited to log-in information for any Third-Party Software established or maintained as part of this engagement.



#### 4. Obligations of Client.

(a) Client acknowledges and agrees that Consultant, in performing its obligations pursuant to this Agreement, may be dependent upon or using data, material, and other information furnished by Client. Client shall be responsible for verifying the accuracy and completeness of such information, and Consultant shall be entitled to rely upon the accuracy and completeness of such information in performing the Services. Consultant, in performing the Services, will be making recommendations and providing advice, but all decisions as to implementing such recommendations and advice shall be made by and the sole responsibility of Client.

(b) Client acknowledges and agrees that the Services require that Client's personnel are to work with Consultant, and Client's failure to assign personnel having skills commensurate with their role with respect to such engagement could adversely affect Consultant's ability to provide the Services. Client agrees to ensure the cooperation and availability of its personnel with appropriate credentials and skills as may be required for Consultant to perform the Services required hereunder.

#### 5. Confidential Information.

(a) Subject to the terms and conditions of this Agreement, Client and Consultant, in connection with the Services under this Agreement, will each disclose (the "Discloser"), and the other will receive (the "Recipient"), certain proprietary information.

(b) For the purpose of this Agreement, "Confidential Information" means data or information (1) relating to the business of Discloser, regardless of whether the data or information constitutes a trade secret as that term is defined in O.C.G.A. § 10-1-76; (2) disclosed to Recipient or of which the Recipient became aware of as a consequence of the Recipient's relationship with the Discloser; (3) having value to the Discloser; (4) not generally known to competitors of the Discloser; and (5) which includes trade secrets, methods of operation, names of customers, customer lists, price lists, financial information (including gross revenues, profits, and distributions) and projections, route books, personnel data and similar information; provided, however, that such term shall not mean data or information (i) which has been voluntarily disclosed to the public by the Discloser, except where such public disclosure has been made by the Recipient without authorization from the Discloser; (ii) which has been independently developed and disclosed by others; or (iii) which has otherwise entered the public domain through lawful means.

(c) Recipient acknowledges that all of the Discloser's Confidential Information shall at all times remain the property of the Discloser. Except as required with respect to the provision of the Services under this Agreement or by applicable law, Recipient will not, during the Term of this Agreement or thereafter, directly or indirectly use, divulge, disseminate, disclose, lecture upon, or publish any of the Discloser's Confidential Information without having first obtained written permission from the Discloser to do so. Recipient will safeguard and maintain secret all of Discloser's Confidential Information and all documents and things that include or embody the Discloser's Confidential Information. Upon termination of this Agreement for whatever reason or upon request by Discloser, Recipient will deliver to Discloser all notes, drawing, memoranda, correspondence, documents, records, notebooks, printouts, disks, programs, electronic or magnetic storage media, and similar repositories of Discloser's Confidential Information, including all copies thereof, then in Recipient's possession or under Recipient's control. The obligation to safeguard and maintain secret Discloser's Confidential Information shall continue until the earlier of three (3) years following termination of this Agreement or when such Information becomes generally available to the public without a breach of this Section by Recipient. The parties acknowledge that Client is bound by the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. Any information Consultant contends is not subject to disclosure shall conform to the requirements of O.C.G.A. § 50-18-70 et seq.]

6. Independent Contractor. In the performance of this Agreement, it is expressly understood and agreed that Consultant is an independent contractor of Client in all manners and respects and is not an employee of Client. Neither this Agreement nor any action taken pursuant to this Agreement shall constitute or be evidence of any agreement or understanding, express or implied, that Consultant or any employee of Consultant is an employee of the Client or has any rights as an employee of the Client. The parties further agree that:

(a) Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client.



- (b) Client is hereby contracting with Consultant for the Services and Consultant reserves the right to determine the method, manner and means by which the Services will be performed, subject to the terms of this Agreement. Consultant is not required to perform the Services during a fixed hourly or daily time, and if the Services are performed at the Client's premises, then Consultant's time spent at the premises is to be at the discretion of the Consultant, subject to the Client's normal business hours and security requirements.
- (c) Consultant hereby confirms to Client that Client will not be required to furnish or provide any training to Consultant to enable Consultant to perform services required hereunder.
- (d) Consultant shall not be required to devote Consultant's full time nor the full time of Consultant's staff to the performance of the Services required hereunder, and it is acknowledged that Consultant has other clients and Consultant offers services to other schools, businesses and the general public. The parties expressly acknowledge and agree that Consultant may work on matters for other parties who have interests that are, or may be, adverse to Client, and nothing in this Agreement shall prevent Consultant from engaging in other activities for and on behalf of other clients during the Term of this Agreement, except that Consultant shall comply with the terms of Section 5 of this Agreement.
- (e) The order or sequence in which the work is to be performed shall be under the control of Consultant, subject to any requirements set forth in this Agreement.
- (f) Except to the extent that the Consultant's work must be performed on or with Client's computers or Client's existing software, all materials used in providing the Services shall be provided by Consultant.
- (g) Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Client will not withhold any amount that would normally be withheld from an employee's pay.

7. **No Disclosure of Terms of Agreement.** Both parties agree that the terms and conditions of this Agreement, including but not limited to the Fees, are confidential, and may not and will not be disclosed by either party at any time under any circumstances, without the express written consent of the other party, except as may be required by law. Nothing in this Section shall prohibit either party from disclosing the terms of this Agreement if legally compelled to do so or from disclosing or discussing this Agreement with that party's attorneys or accountants, who must be informed of and agree to be bound by the confidentiality and non-disclosure provisions contained in this Agreement before the disclosing party discloses any information to them about this Agreement.

## 8. Intellectual Property.

- (a) For purposes of this Agreement, "AABS Property" means works of authorship fixed in any tangible medium of expression, inventions, trade secrets, know-how, discoveries, concepts and ideas, whether copyrightable or patentable or not, including but not limited to, notes, specifications, drawings, blueprints, flow charts, memoranda, correspondence, records, notebooks, computer programs, data bases, charts, apparatus, processes, methods, compositions or matter, techniques and formulae, regardless of the medium in which they are fixed, and all copies, in whole or in part, thereof, as well as improvements thereto, derivatives thereof, and know-how related thereto, that relate to the Services provided under this Agreement, and that were/are made, conceived, invented, or created by Consultant or its officers, employees and agents (i) before the date Client executed this Agreement or (ii) in the course of performing the Services pursuant to this Agreement to the extent AABS Property is of general application to clients of Consultant in the accounting consulting field.
- (b) For purposes of this Agreement, "Deliverables" means physical copies or embodiments of all AABS Property delivered to Client according to this Agreement, such as any delivered reports and/or documents
- (c) All AABS Property except Deliverables shall be and remain exclusively the property of Consultant.
- (d) Consultant hereby grants to Client a non-exclusive, world-wide, license for the Term of this Agreement to access, display, perform, and use the AABS Property solely for the purpose contemplated by this Agreement. Consultant expressly does not license to Client any rights for any other purpose, and Client shall have no right to sublicense its license rights granted hereunder
- (e) All Deliverables shall be and remain exclusively the property of Client, if delivered by Consultant to Client.

9. **Non-Solicitation of Employees, Contractors and Staff.** Client agrees that, while Consultant is performing Services under this Agreement, and for a period of twelve (12) months following the last day of such Services, regardless of the reasons such Services come to an end, Client will not, on its own behalf or on behalf of any other person or entity, either directly or indirectly, except with Consultant's prior written approval, within the State of Georgia, (a) solicit or offer employment to Consultant's employees, contractors or staff engaged in providing the Services under this Agreement, or (b) solicit or attempt to solicit any employee, contractor or staff of Consultant engaged in providing the Services under this Agreement to leave Consultant.



10. Client Representative. The following individual, LeniseBostic, shall represent the Client during the performance of this Agreement with respect to the Services and has authority to execute written modifications or additions to this Agreement as defined in Section 27

11. Taxes. Any and all taxes, except income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by the Client.

12. Limited Warranty. Consultant shall perform the Services in accordance with all applicable laws, rules, and regulations, but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in Exhibit "A" attached hereto and incorporated herein by reference, [provided that Consultant shall not make any purchases on behalf of Client without Client's advance written consent.] Except as expressly provided herein, Consultant makes no other warranties, whether written, oral, or implied, including without limitation, warranty of fitness for purpose or merchantability.

13. Limitation of Liability.

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THIS LIMITATION OF DAMAGES IS HELD UNENFORCEABLE, THEN THE PARTIES AGREE THAT BY REASON OF THE DIFFICULTY IN FORESEEING SUCH POSSIBLE DAMAGES, ALL LIABILITY TO THE CLIENT IN THIS REGARD SHALL BE LIMITED TO ONE THOUSAND DOLLARS (\$1,000.00) AS LIQUIDATED DAMAGES AND NOT A PENALTY.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL LIABILITY OF CONSULTANT, ITS SUBSIDIARIES, OWNERS, OFFICERS, MANAGERS, EMPLOYEES, AND AGENTS FOR ALL CLAIMS OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT (INCLUDING BUT NOT LIMITED TO PURSUANT TO THE INDEMNIFICATION PROVISION IN SECTION 14 BELOW), TORT OR OTHERWISE), EXCEED THE TOTAL FEES PAID TO CONSULTANT UNDER THIS AGREEMENT, UNLESS SUCH CLAIM IS SOLELY THE DIRECT RESULT OF CONSULTANT'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

(b) CLIENT SHALL BRING ANY CLAIM RELATING TO THE SERVICES OR THIS AGREEMENT WITHIN ONE YEAR AFTER THE DATE ON WHICH CLIENT BECAME AWARE, OR OUGHT REASONABLY TO HAVE BECOME AWARE, OF THE FACTS GIVING RISE TO ANY ALLEGED LIABILITY OF CONSULTANT AND, IN ANY EVENT, NO LATER THAN ONE YEAR AFTER (1) THE COMPLETION OF THE SERVICES OR (2) THE EARLIER TERMINATION OF THIS AGREEMENT FOR ANY REASON.

15. Disputes. Any disputes that arise between the parties with respect to the performance of this Agreement shall be submitted to binding arbitration by a single arbitrator in Atlanta, Georgia, in accordance with the rules and procedures of the American Arbitration Association in effect at the time of submission, and the parties hereby agree to share equally in the costs of said arbitration. The final arbitration decision shall be final, binding, and conclusive upon the parties and may be entered in any court having jurisdiction thereof. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction then this Agreement shall be as binding and enforceable as if this Section 15 were not a part hereof. Initials:

LB

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16. Notices.

(a) Except as otherwise expressly provided in this Agreement, all notices provided for or required by this Agreement shall be in writing and shall be either delivered personally to the other designated party, or mailed by certified or registered mail, return receipt requested, or delivered by a recognized international courier service, or sent by email transmission with confirmed answer-back, followed within three (3) days by a copy mailed in a preceding manner, to the addresses set forth below:

If to Client:

DeKalb Preparatory Academy

1402 Austin Dr,

Decatur, GA 30032

Email: lbostic@dekalbprepacademy.org



If to Consultant:      AABS LLC  
2870 Peachtree Road NW, # 915-7067  
Atlanta, GA 30305  
Email: candy@avolonabs.com

(b) Notices provided for or required by this Agreement that is delivered to a party's designated address by (a) personal delivery, (b) certified or registered mail, return receipt requested, and (c) recognized international courier service, as provided above, shall be effective when delivered. Confirmation by the courier delivering any notice given pursuant to this Section shall be conclusive evidence of receipt of such notice. Notice by email shall be deemed effective upon sender's receipt of confirmation of recipient's receipt of the email.

(c) Either party hereto may change the address to which notice is to be sent by written notice to the other party in accordance with the provisions of this Section.

17. **Force Majeure.** Consultant shall not be liable for any loss, damage, or penalty resulting from delays or failures in performance resulting from acts of God or circumstances that would make it commercially impracticable, illegal, or impossible to perform. Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, an act of a public enemy, an act of terrorism, riot, sabotage, labor disputes, pandemic or epidemic illness or disease, power or internet failure impacting Consultant, Client or their service providers, delays in transportation or deliveries of supplies or materials.

18. **Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. The client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

19. **Applicable Law and Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the State of Georgia, without regard to principles of conflicts of laws. If for any reason any issues involving, arising under, or in connection with this Agreement are litigated and not arbitrated as provided in Section 15 of this Agreement, the parties irrevocably agree that jurisdiction and venue for any such proceeding shall be in the appropriate state or federal court in DeKalb County, Georgia, U.S.A., and no other court. The parties hereby irrevocably (a) consent to the exclusive jurisdiction and venue of the courts of DeKalb County, State of Georgia, U.S.A., including federal and state courts, in any action arising under or relating to this Agreement, and (b) waive any and all jurisdictional defenses including, but not limited to, forum non-conveniens, that the parties may have to the institute of any such action in any such court.

22. **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature, page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile or electronic transmission of any signature shall be deemed an original and shall bind such party.

23. **Severability and Reformation.** If any provision of this Agreement shall be held by an arbitrator or a court of competent jurisdiction to be void, voidable, invalid, or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. If any covenants or promises of this Agreement are determined by any court of law or equity, with jurisdiction over this matter, to be unreasonable or unenforceable whole or in part, as written, the parties hereby consent to and affirmatively request that said court to reform the covenant or promise so as to be reasonable and enforceable and that said court enforce the covenant or promise as reformed to the extent reasonable.



25. Survival. Notwithstanding any expiration or termination of this Agreement, the provisions of Sections 5, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 hereof shall survive and remain in full force and effect, as shall any other provision hereof that, by its terms or reasonable interpretation thereof, sets forth obligations that extend beyond the termination of this Agreement.
26. Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any right or providing any benefit enforceable by any person not a party to this Agreement.
27. Amendment. This Agreement may not be modified or amended, except by a writing executed by both parties hereto
28. Waiver. No waiver by either party hereto of any term or provision of this Agreement or any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

SIGNATURES BEGIN ON THE FOLLOWING PAGE.



# EXHIBIT A

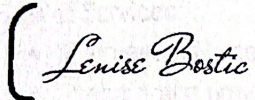
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

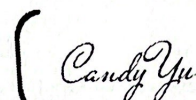
"CLIENT"

"CONSULTANT"

DeKalb Preparatory Academy

AABS LLC

By:  2023-10-14 23:22:52 (GMT) (SEAL)

By:  2023-10-11 17:21:07 (GMT) (SEAL)

Name: Wanda Brooks - Long

Name: Candy Yu

Title: Superintendent

Title: Member



## EXHIBIT A

### SCOPE OF SERVICES

Subject to the terms and conditions of the Agreement, Consultant shall perform the following services for Client ("Services"):

#### PROJECT I - MONTHLY ACCOUNTING SERVICES

Goal: To provide Provide full-charged daily accounting services with 100% transparency and ensure best practice standards.

##### Scope of Services:

- Oversees daily operations to ensure accuracy and internal control
- Prepare and provide monthly financial statements for the school finance committee (May & June draft financial in June only)
- Introduce and implement automation process with various software as needed
- Review operational budget and it's amendment if needed
- Coordinate with authorizer and school on all compliance requirements and financial reporting
- Coordinate with authorizer and school on all compliance requirements and financial reporting
- Attend finance committee and board meetings as needed.
- Ensure meeting coverage at all times.
- Review and post payroll journal entries and it's reconciliation
- Prepare and submit TRS submission
- Manage benefit billings and payments
- Post all month-end closing entries
- Prepare month-end reconciliations for all accounts (Cash and balance sheet)
- Working with CFO on daily basis to ensure proper internal control in the process
- Provide financial data for monthly reports
- Etc..

##### Time Line:

- Contract starting date - contract ending date

##### IMPORTANT:

The scope is based on assumption that the books is current and clean, there are no clean up efforts required

Third-Party Software Requirement: Bill.com; Right Network, QB desktop version

#### TRANSITION ITEMS

The client provides the following items prior to the project starting date on Nov 1, 2023. Any delay in receiving these items will delay the project completion date.

1. Access to all bank statements / online access
2. Access to all credit card statements / online access
3. Access to all merchant statements for / online access
4. Access to all payroll reports / platform
5. Access to all deposit back up documents / online access
6. Access to full Quickbooks Database online access



**COMMUNICATION EXPECTATION**

During the project, there will be Q&As and our expectation is for the client to respond to any of the consultant Q&As within 24 hours to keep on track of the schedule.

In case of a delay in the client response, the deliverable time will be adjusted accordingly.

**THIRD PARTY SOFTWARE COST (AS NEEDED only)**

These cost are be paid directly to the 3rd party vendors by the Client, they are NOT included in Avolon's contract fees.

- Bill.com monthly processing fees (Average \$120/month)
- QB desktop license fee (Average \$750/license)
- Right Network hosting site (Average \$45/user/month)

## EXHIBIT B

### FEES

A) As consideration for the Services, Client shall pay Consultant, and Consultant shall accept, monthly fee equal to \$9,000.00/ month ("Monthly Service Fee") during the Initial Term of the Agreement. There will be 2% increase for this fee during the renewal term if any.

#### PROJECT I - MONTHLY ACCOUNTING SERVICES

- Monthly Fee: \$9,000.00/Month
- Payment Term
  - Due by 1st of each month.
  - This included up to 120 hours per month. Any excessive hours will be performed with school leadership's prior approval and will be subject for hourly rate at \$100/hour billing rate.

B) In the event the Agreement is terminated prior to the end of the Term in accordance with Section 3(b) or 3(c) of the Agreement, the Client shall pay to Consultant Monthly Fees through the effective date of termination. In the event the effective date of termination is in the middle of the project, the Client shall be obligated to pay for any completed works performed up to the effective date of termination prior to the termination.



**Memorandum of Agreement Between  
DeKalb County School District and the PEACE BAPTIST CHURCH  
For the 21<sup>st</sup> Century Community Learning Center Grant Program to benefit  
DeKalb County School District Elementary, Middle, and High Schools**

This is a Memorandum of Agreement (hereafter referred to as "MOA") by and between the DeKalb County School District (hereinafter referred to as "DCSD") and Peace Baptist Church, Inc. (hereafter referred to as "PEACE BAPTIST CHURCH"), for the benefit of Towers High, Bethune Middle, Rowland Elementary, DeKalb Preparatory Charter, and Peachcrest Elementary Schools (hereafter referred to as "School") and is intended to serve as the legally binding agreement with respect to the subject matter hereof, DCSD and PEACE BAPTIST CHURCH are referred to collectively as the "Parties" and individually as a "Party."

Whereas, the Parties are committed to the goals and objectives outlined in the 21<sup>st</sup> Century Community Learning Center grant awarded for FY 2024 and have collaborated in planning and designing the proposed program; and

Whereas, the Parties desire to outline their responsibilities and duties;

NOW THEREFORE, in consideration of the mutual representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**A. PURPOSE:**

The program, PEACE BAPTIST CHURCH SYNC Community Learning Center (hereinafter "Program") will serve at least 120 at- risk students in School.

The Program includes the following components:

- Teaching a comprehensive social and emotional learning curriculum;
- Improving academic outcomes;
- Running and overseeing the entire Program;
- Provide programming 15.0 hours a week 3.0 hours per day Monday - Friday) for 13 weeks during each term;
- Daily schedule includes 1 hour of homework support, 1 hour of reading/math tutorial, and 1 hour of enrichment.
- Hiring and training well-qualified staff members and afterschool leaders;
- Maintaining an adult-to-student ratio of no greater than 1:15 during enrichment activities, and 1:10 during academic instruction; and
- Serving as the fiscal agent on the grant.

The goals and objectives of the program outlined in the 21<sup>st</sup> Century Community Learning Center grant are:

1. Improve academic skill level in reading and math.
  - 1.1. 65% of regular participating students (students attending 30 or more days) will pass or maintain their Math and ELA grade with a C or better.
  - 1.2. 65% of regular participating students (students attending 30 or more days) will growth level of Low Average or better on Measure of Academic Progress (MAP) in Math and Reading/Language Arts.
2. Enrichment: Improve creativity, critical thinking, self-esteem, and leadership.
  - 2.1. 67% of regular participating students (students attending 30 or more days) will demonstrate improved self-esteem.
  - 2.2. 67% of regular participating students (students attending 30 or more days) will demonstrate improved awareness of career opportunities.
  - 2.3. 67% of regular participating students (students attending 30 or more days) will produce a creative project.
3. Parent/Community: Improve family involvement in child's development and education.
  - 3.1. 80% of parents of regular participating students (students attending 30 or more days) will attend two or more parent workshops.
  - 3.2. 80% of parents of regular participating students (students attending 30 or more days) will volunteer in after school program on two or more occasions.

#### B. OBLIGATIONS OF THE PARTIES:

1. In accordance with DCSD processes, regulations, and policies, DCSD will:
  - 1.1. Assist in identifying and recruiting Program participants;
  - 1.2. Assist with access to student data (GTID numbers, progress reports, report cards, milestone scores attendance, and GRPA measures, etc..) for Program evaluation and report participating students in SIS as participants in GaDOE 21<sup>st</sup> Century Community Learning Center activities;
  - 1.3. Verify PEACE BAPTIST CHURCH staff or volunteers working in School have received the required criminal background checks;
  - 1.4. Encourage teaching staff to coordinate with PEACE BAPTIST CHURCH to align Program instruction with classroom instruction;
  - 1.5. Provide the PEACE BAPTIST CHURCH Program Director with access to School during the school day, afterschool hours, and at other times, with prior approval from the School;
  - 1.6. Provide ongoing communication to PEACE BAPTIST CHURCH on DCSD policies and procedures that could impact the work of PEACE BAPTIST CHURCH staff, partners and volunteers;
  - 1.7. Allocate time (10-15 minutes) each quarter at the faculty meetings for the PEACE BAPTIST CHURCH Program Director to present information about the Program, if requested;
  - 1.8. Provide a list of targeted students who would benefit from the Program; and



- 1.9. Not heavily recruit PEACE BAPTIST CHURCH students for other extracurricular activities, which consistently pull them out of the Program.
2. PEACE BAPTIST CHURCH agrees to the following duties and responsibilities:
  - 2.1. Fulfill all obligations as outlined in the Specific Program Assurances for Subgrantees and responsibilities as the Fiscal Agent including all grant reporting requirements;
  - 2.2. Secure permission from the parents of participating students for School and/or DCSD to release to PEACE BAPTIST CHURCH academic, behavior and other school-related data, such as: Quarterly report card grades in digital format; Quarterly information on office referrals, suspensions, and expulsions; and Quarterly and year end test scores;
  - 2.3. Designate a school coordinator. The school coordinator will communicate with the appropriate administrators who are necessary for support of this collaboration;
  - 2.4. Coordinate with School to support grant goals and objectives as defined in the proposal;
  - 2.5. Convene the program's advisory council and shares evaluation data;
  - 2.6. Hire staff to provide Program services;
  - 2.7. Ensure that prior to any student contact, each PEACE BAPTIST CHURCH employee, agent or volunteer who directs services, supervises services or has contact with students for services will have undergone the same criminal background check required of DCSD's employees. Such background check will be performed by DCSD at the expense of PEACE BAPTIST CHURCH. Additionally, any charge against the PEACE BAPTIST CHURCH employee, agent or volunteer may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD. Any failure by PEACE BAPTIST CHURCH to ensure that every PEACE BAPTIST CHURCH employee, representative or volunteer receives a criminal records background check through DCSD may result in termination of this MOA;
  - 2.8. Develop an annual site operations plan that provides written expectations and measurable performance benchmarks for each school year by which the effectiveness of the services delivered can be evaluated;
  - 2.9. Provide a list of participating students to DCSD to be reported to GaDOE in the Student Information System (SIS).
  - 2.10. Maintain all student records and information in a secure location preventing access by unauthorized individuals. PEACE BAPTIST CHURCH agrees that any personally identifiable Student information and educational records as defined pursuant to O.C.G.A. Title 20 and the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. S 1232g, as well as any other confidential information of DCSD that PEACE BAPTIST CHURCH may come in contact with, will be, and will be deemed to have been, received in confidence and will be used only for purposes

of this MOA. Without the written permission of the parent/guardian/Student 18 years old or older, PEACE BAPTIST CHURCH agrees not to disclose to any third parties any Student information including the identity of the Student or the fact that the Student is receiving or is eligible for its offered services. DCSD will not release any educational records or personally identifiable Student information to PEACE BAPTIST CHURCH without an appropriate and completed Authorization of the Student. PEACE BAPTIST CHURCH agrees that any personally identifiable student information and confidential student records maintained by PEACE BAPTIST CHURCH will be destroyed immediately, PEACE BAPTIST CHURCH also agrees to abide by all applicable FERPA requirements;

- 2.11. Provide an orientation and ongoing needed training for staff, School faculty, volunteers and partners;
- 2.12. Provide day-to-day programmatic and operational supervision and support necessary for delivery of the services;
- 2.13. Immediately report to the Department of Family and Children Services ("DFCS") any suspected child abuses or neglect of any DCSD(s) and will share the report with the Principal or DCSD designee immediately thereafter. Reports of abuse must also be reported pursuant to O.C.G.A. S 19-7-5. Such reports will be made orally and in writing with as much information about any suspected abuse as may be practicable under the circumstances. All PEACE BAPTIST CHURCH personnel (including employees and volunteers) serving Students must participate in the mandatory reporter training, which is available online from DSCD, and confirm completion by notifying the DSCD's indicated designee; and
- 2.14. It is the policy of PEACE BAPTIST CHURCH that if a PEACE BAPTIST CHURCH staff person has a problem with any School staff or faculty member, he/she will follow the direction of the School staff or faculty member and report the conflict to the PEACE BAPTIST CHURCH Program Director. The Program Director will discuss all issues with the Principal.

#### C. INDEMNITY

PEACE BAPTIST CHURCH agrees to indemnify, defend and hold DCSD, the DeKalb County Board of Education, and its past, present and future employees, officers, representatives and agents (herein after "Released Parties"), harmless from any and all claims, actions, causes of action, demands, suits, judgments, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any claim or action brought against the Released Parties, included but not limited to bodily injury or death, to the extent caused by: (i) the negligent acts or omissions or intentional misconduct of PEACE BAPTIST CHURCH or PEACE BAPTIST CHURCH agents or employee\* (ii) PEACE BAPTIST CHURCH breach of its representations and warranties, (iii) breach of PEACE BAPTIST CHURCH obligation hereunder and their performance of services hereunder, or (iv) defective services rendered under this MOA

#### D. ADDITIONAL TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT

1. Unless cancelled sooner as provided within this MOA, the performance period shall commence on August 21, 2023 (the "Effective Date") and end on July 31, 2024.
2. This MOA may be amended at any time by mutual written agreement of the Parties. This MOA may be canceled at any time by either Party by giving at least sixty (60) days written notice to the other Party or as otherwise provided by in this MOA. Written notice will be provided via personal delivery or US mail, addressed as follows:

For: PEACE BAPTIST CHURCH  
Name: Tyrone E. Barnette  
Title: Pastor  
Address: 4000 Covington Hwy,  
Decatur, GA 30032  
Phone: (404) 288-1750

For: DCSD  
Name: Devon Horton  
Title: Superintendent  
Address: 1701 Mountain Industrial  
Blvd., Stone Mountain, GA 30083  
Phone: (678) 676-1200

3. This MOA shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
4. PEACE BAPTIST CHURCH agrees that it shall comply with the Illegal Immigration Reform and Enforcement Act of 2011.
5. PEACE BAPTIST CHURCH and its employees shall perform as an independent contractor and not an employee or representative of the Owner. PEACE BAPTIST CHURCH retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the PEACE BAPTIST CHURCH's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings. PEACE BAPTIST CHURCH agrees that PEACE BAPTIST CHURCH is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. S 18001, et seq. ("ACA"), or for any other purpose. PEACE BAPTIST CHURCH agrees that PEACE BAPTIST CHURCH will be responsible for reporting requirements under the ACA and certifies that PEACE BAPTIST CHURCH has their own individual health plan coverage. PEACE BAPTIST CHURCH agrees that PEACE BAPTIST CHURCH shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, PEACE BAPTIST CHURCH acknowledges and agrees that:
  - a. PEACE BAPTIST CHURCH is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
  - b. PEACE BAPTIST CHURCH is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
  - c. If requested by DCSD in connection with any governmental audit or inquiry, PEACE BAPTIST CHURCH will cooperate in furnishing DCSD with

detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge; and

d. In addition to any existing indemnification obligations set forth in this MOA, PEACE BAPTIST CHURCH agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); provided that DCSD will provide prompt notice to PEACE BAPTIST CHURCH of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and PEACE BAPTIST CHURCH will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

6. A scanned or photocopy of an original signature of this MOA shall be deemed an original for purposes of this MOA.
7. PEACE BAPTIST CHURCH shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by PEACE BAPTIST CHURCH, which mentions DCSD, Dekalb County Board of Education, School or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to: Portia Kirkland, Director of Communications, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

This MOA, which shall be effective as of the Effective Date, has been executed on behalf of:

DCSD:

\_\_\_\_\_  
Devon Horton, Superintendent

\_\_\_\_\_  
Date

PEACE BAPTIST CHURCH:

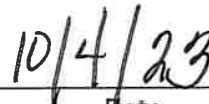
  
Tyrone E. Barnette, Pastor

10/5/23  
Date

DCSD Targeted Schools:



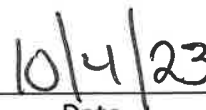
Tiffany M. Sims, Principal  
Towers High School



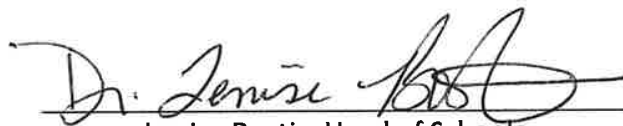
Date



Eric Kemp, Principal  
Bethune Middle School



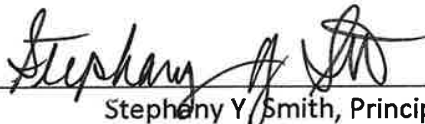
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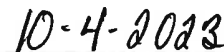
Lenise Bostic, Head of Schools  
DeKalb Preparatory Academy



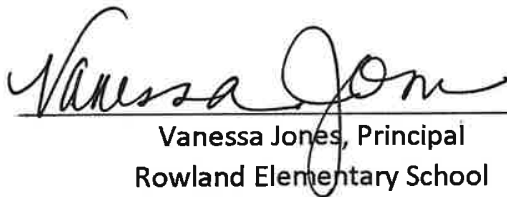
Date



Stephany Y. Smith, Principal  
Peachcrest Elementary School



Date



Vanessa Jones, Principal  
Rowland Elementary School



Date



## COMMERCIAL LEASE AGREEMENT (Multi-Tenant Facilities)



2022 Printing

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) is entered into this date of \_\_\_\_\_ between 4319 Covington Hwy Ilc, (hereinafter "Landlord") and Dekalb Preparatory Academy Inc, (hereinafter "Tenant") Landlord leases to Tenant, and Tenant leases from Landlord, the Property with the following address: 4319 COVINGTON HWY 300, DECATUR, Georgia 30035 TAXPIN/ID# 15-196 -03-021 and as more particularly described in the Legal Description Paragraph below:

**Legal Description.** The legal description of the Property is attached as an exhibit hereto and incorporated herein.

1. **Term.** The initial term of this Lease shall be for 12 months beginning on the earlier of the completion of the work described in any attached Work letter or the date of \_\_\_\_\_ ("Commencement Date"), through and including the date of \_\_\_\_\_.
2. **Possession.** If Landlord is unable to deliver possession of Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.
3. **Rent.** Tenant shall pay base rent to Landlord without demand, deduction, or setoff in advance in the sum of \$1,919.00, One Thousand Nine Hundred Nineteen Dollars Dollars per month on the first day of each month during the term of the Lease or any renewals thereof, at the following address: 34 Peachtree st, Unit 2800, Atlanta Ga 30303 (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second day through the last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Property. Tenant shall also pay additional rent as may be provided elsewhere in this Lease. Such additional rent shall be paid in the same manner as the base rent.
4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth day of the month shall be late. Landlord shall have no obligation to accept any rent not received by the fifth of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include an additional rent amount of \$150.00 and, if applicable, a service charge for any returned check of \$50.00. Landlord reserves the right to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.
5. **Security Deposit.**
  - A. Security Deposit to be Held by Landlord or Broker: *[Check one. The section not marked shall not be a part of this Agreement.]*
    - ☐ **Landlord Holding Security Deposit:**
      - (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of \$ \_\_\_\_\_ Dollars in ☐ cash, ☐ money order and/or ☐ check ("Security Deposit").
      - (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
      - (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
        - (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
        - (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
        - (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
        - (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Charanjeet Singh IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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CF34, Commercial Lease Agreement (Multi-Tenant Facilities), Page 1 of 11, 01/01/22

- (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of Property or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any rent payment.

☐ **Broker Holding Security Deposit:**

- (1) Tenant has paid to Broker as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") \$ \_\_\_\_\_ Dollars in  
☐ cash, ☐ money order and/or ☐ check.
- (2) The Broker shall deposit the Security Deposit in Broker's escrow/trust account (with Broker retaining the interest if the account is interest bearing) within five (5) banking days from the Binding Agreement Date.
- (3) Broker shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the security deposit; (d) upon a reasonable interpretation of this Agreement by Broker; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker, in which event Broker shall only disburse the Security Deposit, to another licensed Georgia Real Estate Broker selected by Landlord unless otherwise agreed to in writing by Landlord and Tenant after notice to Broker and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement; Broker shall give all parties fifteen (15) days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner, shall be waived. In the event a timely objection is made, Broker shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this Security Deposit paragraph.

**B. General Provisions Regarding Security Deposit:**

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) banking days after notice to deliver good funds to the holder. In the event Tenant does not timely deliver good funds to the holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after Property is vacated if:
- (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
  - (b) All monies due under this Lease by Tenant have been paid;
  - (c) Property is not damaged and is left in its original condition, normal wear and tear excepted;
  - (d) All keys have been returned; and
  - (e) Tenant is not in default under any of the terms of this Lease.

**6. Repairs and Maintenance.** Tenant acknowledges that Tenant has inspected the Premises and that it is fit for its stated use. Tenant agrees that no representations regarding the Premises or the condition thereof and no promises to alter, decorate, improve, or repairs have been made by Landlord, Broker, or their agents unless specified in this Lease.

**A. Duties of Landlord:** Landlord shall keep the Common Areas and all major systems serving Property and/or the Common Areas in good working order and repair, normal wear and tear excepted. Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in the Common Areas and those systems that are the responsibility of Landlord to maintain in good working order and repair. Landlord may change the size, use, shape, or nature of the Common Areas, so long as such change does not materially deprive Tenant of the use of Property. Landlord shall not be liable to Tenant for any damage caused by any of the above referenced systems or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about Property, except if such damage is due to the gross negligence or willful misconduct of Landlord.

**B. Duties of Tenant:** Tenant agrees to maintain Property in good order and repair, normal wear and tear excepted. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Tenant shall additionally be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

**7. Common Area Costs.** *[Check one. The sections not marked shall not be a part of this Agreement.]*

☐ **A. Landlord Pays All Costs:** Landlord shall pay all costs for the maintenance, repair, and operation of the Common Areas. Tenant shall be responsible for any costs caused by the intentional acts, negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees.

☐ **B. Tenant Pays Flat Fee:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional monthly rent \_\_\_\_\_ Dollars (\$) for Common Area maintenance, operation, and repair costs in the manner provided in the Rent Paragraph above.

☐ **C. Tenant Pays Adjustable Percentage Share:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent Tenant's Percentage Share of the cost of maintenance, operation, and repair of the Common Areas for each calendar year of this Lease. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord shall deliver to Tenant: (1) a statement the cost of maintenance, operation, and repair of the Common Areas for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease does not commence on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

**8. Services.** Landlord shall provide, at Landlord's expense the following services: *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

- ☒ General cleaning and janitorial service of the interior of Property \_\_\_\_\_ times per week
- ☐ Concierge service as follows: \_\_\_\_\_
- ☐ Parking attendant as follows: \_\_\_\_\_
- ☐ Property monitor as follows: \_\_\_\_\_
- ☒ Trash collection service \_\_\_\_\_ times per week
- ☒ Soap, paper towels, and toilet tissue for rest rooms \_\_\_\_\_ times per week
- ☒ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of Property.
- ☐ Other \_\_\_\_\_

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and Tenant shall promptly pay Landlord the costs for such services.

**9. Utilities.** The services and/or utilities set forth below serving Property shall be paid by either the Landlord or Tenant as follows: *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

| UTILITY     | TENANT                              | LANDLORD                            | UTILITY                 | TENANT                              | LANDLORD                            |
|-------------|-------------------------------------|-------------------------------------|-------------------------|-------------------------------------|-------------------------------------|
| Water       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Sewer                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Electricity | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Natural Gas             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Garbage     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Cable Television        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Telephone   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Digital Subscriber Line | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Other _____ | <input type="checkbox"/>            | <input type="checkbox"/>            | Other _____             | <input type="checkbox"/>            | <input type="checkbox"/>            |

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant along with the next month's rent. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

**10. Renewal Term.** Either party may terminate this Lease at the end of the term by giving the other party sixty (60) days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same except that Landlord reserves the right to increase the amount of rent upon delivery of written notice to Tenant sixty (60) days prior to the effective date of any increase. Thereafter, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord and Landlord may terminate this Lease upon sixty (60) days written notice to Tenant.

**11. Sublet and Assignment.** Tenant may not sublet Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.



**12. Right of Access, Signage.**

- A. Landlord and Landlord's agents shall have the right of access to Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter Property at any time to protect life and prevent damage to Property. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior or exterior of Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show Property to prospective Tenants. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's Agent harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ \_\_\_\_\_ as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.
- B. Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of Property or on any part of the interior of Property that is visible from the exterior of Property. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease.

**13. Use.** Property shall only be used for the purposes set out as follows: Office Use

Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on Property which would endanger the health and safety of other Tenants or which otherwise creates a nuisance.

**14. Agency and Brokerage.**

A. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. **No Agency Relationship:** Tenant and Landlord acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

2. **Listing Broker:** Broker working with the Landlord is identified on the signature page as the "Listing Broker"; and said Broker ☐ is OR ☒ is not representing Landlord;

3. **Leasing Broker:** Broker working with Tenant (including in transactions where Broker is representing Landlord) is identified on the signature page as "Leasing Broker;" and said Broker ☐ is OR ☒ is not representing Tenant; and

4. **Dual Agency or Designated Agency:** If Tenant and Landlord are both being represented by the same Broker, a relationship of either ☐ designated agency OR ☐ dual agency shall exist.

a. **Dual Agency Disclosure:** *[Applicable only if dual agency has been selected above.]*

Tenant and Landlord are aware that Broker is acting as a dual agent in this transaction and consent to the same. Tenant and Landlord have been advised that:

(1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;

(2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;

(3) Tenant and Landlord do not have to consent to dual agency and, the consent of Tenant and Landlord to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.

(4) Notwithstanding any provision to the contrary contained herein, Tenant and Landlord each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

b. **Designated Agency Assignment:** *[Applicable only if the designated agency has been selected above.]*

Broker has assigned \_\_\_\_\_ to work exclusively with Tenant as Tenant's designated agent and \_\_\_\_\_ to work exclusively with Owner/Landlord as Owner/Landlord's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

B. **Material Relationship Disclosure:** The Broker and/or affiliated licensees have no material relationship with either client except as follows:

(A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

**C. Brokerage:** The Brokers listed below have performed a valuable service in this transaction and are made parties hereunder to enforce their commission rights. Payment of commission to a Broker shall not create an agency or subagency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease and/or manage Property ("Listing Broker") a commission (which commission has already been negotiated in a separate agreement) of: *[Check one. The section not marked shall not be a part of this Agreement.]*

☐ \$ \_\_\_\_\_ or \_\_\_\_\_ percent (%) of the total base rent to be paid under the Lease, which shall be due and payable upon occupancy.

☐ \$ \_\_\_\_\_ or \_\_\_\_\_ percent (%) of base rents paid, which shall be due and payable upon Tenant's monthly payment of rent in the manner provided in the Rent Paragraph above.

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive \_\_\_\_\_ percent (%) of the total real estate commission paid hereunder and the Leasing Broker shall receive \_\_\_\_\_ percent (%) of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing Broker and Leasing Broker may jointly or independently pursue the non-performing party for that portion of the commission, which they would have otherwise received under the Lease.

**15. Default.** If Tenant defaults under this Lease, Landlord shall have the right to pursue any or all of its remedies under Georgia Law. A default shall include, but not be limited to, the failure of Tenant to pay Landlord rent or reimburse Landlord for damages, repairs or costs when due, the abandonment of the Property by Tenant (which shall include the discontinuance of the use of the Property by Tenant) and the failure of Tenant to comply with any of the terms of the Lease including any rules and regulations. Landlord shall give Tenant a ten (10) day notice of and opportunity to cure any non-monetary breach of this Lease. All remedies hereunder shall be cumulative and not concurrent. Tenant shall remain liable for rents from and after any action by Landlord under a proceeding against Tenant for holding over or distress warrant, whether or not Tenant retains the right to possession of Property.

**16. Rules and Regulations.**

A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to Property are not returned when Tenant vacates Property, Landlord may charge a re-key charge in the amount of \$250.00.

B. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.

C. No goods or materials of any kind or description, which are combustible or would increase fire risk shall be kept in or placed on Property (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).

D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Property.

E. Tenant shall not place any objects or personal property on Property in a manner that is inconsistent with the load limits of Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in Property.

F. Landlord shall provide heating and air conditioning to Property between 8 a.m. and 6 p.m., Monday to Friday (excluding public holidays); between 10 a.m. and 4 p.m., Saturday; and between    a.m. and    p.m., Sunday. Tenant shall notify Landlord by 4 p.m. of the preceding day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.

G. Tenant shall not, without Landlord's prior written consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of Property as general office space, or which require clean circuits or other distribution circuits.

H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of Property. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant.

**17. Abandonment.** If Tenant removes or attempts to remove personal property from Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.

**18. Estoppel Certificate.** Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof); (c) the date to which any rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.

**19. Property Loss.** Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible or any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

**20. Destruction of Property.**

- A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable) Property, rent shall abate from the date of such destruction. Landlord shall have sixty (60) days to commence the restoration of Property to a tenable condition. If in Landlord's sole discretion restoration cannot be completed within 180 days following such destruction, Landlord may, by written notice furnished to Tenant within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of date of such destruction. In the event the Landlord elects to complete such restoration, but fails to do so within 180 days following such destruction, this Lease may be terminated as of the date of such destruction upon written notice from either party to the other given not more than ten (10) days following expiration of said 180 day period. If such notice is not given, then this Lease shall remain in force and rent shall commence upon delivery of Property to Tenant in a tenable condition.
- B. If Property is damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, rent shall abate in such proportion as Property have been damaged and Landlord shall restore Property as reasonably quickly as practicable whereupon full rent shall commence.
- C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Property, whether total or partial, is the result of the negligence of Tenants, its contractors, employees, agents, invitees, guests, or licensees.

**21. Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to Property without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable conditions upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter, attached hereto as an Exhibit and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease.

**22. Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided for: *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

- ☒ **A. General Commercial Liability Insurance (or reasonable equivalent thereto):** Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars Dollars (\$1,000,000.00) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.
- ☒ **B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto):** Such insurance shall cover Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance shall coverage shall be in an amount equal to not less than 50 percent (%) of full replacement cost as updated from time to time during the term of the Lease. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.
- ☒ **C. Workers' Compensation Insurance (or reasonable equivalent thereto):** Such insurance shall include coverage as required by applicable law.
- ☐ **D. Contractors Insurance (or reasonable equivalent thereto):** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's broker(s) and Landlord's lender as additional insureds, shall be carried with insurance companies licensed to do business in the State of Georgia and having a current financial strength rating in Best's Ratings of not less than B+. Such policies shall be non-cancellable and may not be materially altered except after thirty (30) days notice to Landlord. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon Property for the installation of its equipment or improvements; or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to Property issued by the Board of Fire Underwriters or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about Property that might adversely affect, contravene, or impair any policies of insurance that are in force for Property or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto.

23. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in Property. *[Check one. The section not marked shall not be a part of Agreement.]*
- ☒ **A. Landlord Pays All Property Taxes:** Landlord shall pay all property taxes levied against Property. Tenant shall not pay any property taxes levied against Property.
- ☐ **B. Tenant Pays Increases In Property Taxes:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent its Percentage Share of the amount by which all property taxes on the Premises for each tax year exceed property taxes on Property for the tax year \_\_\_\_\_. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of property taxes for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated on the basis the number of days of Term included in the years bears to 365.
24. **Sale of Property to Tenant.** Landlord shall pay Leasing Broker a commission in the amount of \_\_\_\_\_ percent (%) and Listing Broker a commission in the amount of \_\_\_\_\_ percent (%) of the gross sales price at closing if Tenant acquires from Landlord title to Property or any part thereof or any property as an addition, expansion, or substitution for Property during the term of this Lease, any renewals thereof, or within one year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease. Notwithstanding the above, Owner shall immediately give notice to Broker if and when: (a) Owner enters into a contract to sell Property; or (b) Owner closes on the sale of Property to another.
25. **Condemnation.** If all or any part of Property are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.
26. **Disclaimer.** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that Brokers shall not be responsible to advise Tenant on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Tenant acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.
27. **Other Provisions.**
- A. Time of Essence:** Time is of the essence of this Lease.
- B. No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

**C. Definitions:** "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Premises. Broker shall be considered the authorized agent of Landlord except to the extent specifically provided for herein. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. "Common Area" means all areas and facilities located in the building or complex upon which Property is located that are provided and designated by Landlord for the general non-exclusive use of Tenant and its employees, agents, invitees, guests, or licensees, and includes [Check all that apply. The sections not marked shall not be a part of this Agreement]:

- |                                                       |                                                      |                                                     |                                               |
|-------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------|
| <input checked="" type="checkbox"/> Exterior hallways | <input checked="" type="checkbox"/> Lobby            | <input type="checkbox"/> Elevator                   | <input checked="" type="checkbox"/> Driveway  |
| <input checked="" type="checkbox"/> Parking Area      | <input type="checkbox"/> Terrace                     | <input type="checkbox"/> Loading Area               | <input checked="" type="checkbox"/> Restrooms |
| <input checked="" type="checkbox"/> Trash Facilities  | <input checked="" type="checkbox"/> Stairs           | <input checked="" type="checkbox"/> Landscaped Area | <input type="checkbox"/> Sidewalks            |
| <input checked="" type="checkbox"/> Exterior Walls    | <input checked="" type="checkbox"/> Exterior Windows | <input type="checkbox"/> Other: _____               |                                               |

"Property taxes" means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against Property and/or Common Areas or any legal or equitable interest of Landlord in Property and/or Common Areas, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources. Tenant's "Percentage Share" means the proportion that the floor area of Property bears to the floor area of the tenantable space in the building or complex. The floor area shall be measured on the basis of exterior dimensions except walls of Property which are common walls separating Property from premises occupied by other tenants. In such cases, floor area shall be measured from the centerline of the common wall. Tenant's Percentage Share in the Building or Complex is 5.44 percent (%).

**D. Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.

**E. Attorney's Fees and Costs of Collection:** Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.

**F. Indemnification:** Tenant agrees to indemnify and hold Landlord and Broker harmless from and against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord or Broker with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.

**G. No Partnership:** Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.

**H. No Recordation:** Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's prior written consent.

**I. Notices:**

- (1) **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- (2) **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- (3) **When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) even if it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

**J. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

**28. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

**29. Beware of Cyber Fraud:** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

**30. Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

☐ Exhibit "A" Legal Description

☐ Other \_\_\_\_\_

☐ Other \_\_\_\_\_

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibits or preceding paragraph, shall control.

☐ Additional Special Stipulations (F246) are attached.

By signing this Agreement, Tenant and Landlord acknowledge that they have each read and understood this Agreement and agree to its terms.

1 Tenant's Signature

Karansingh12121@gmail.com

Print or Type Name

9/16/2022

Date

msimpeon@dekabprepacademy.org

Tenant's E-mail Address

2 Tenant's Signature

Print or Type Name

Date

Tenant's E-mail Address

☐ Additional Signature Page (F931) is attached.

**Leasing Broker/Affiliated Licensee Contact Information**

Leasing Broker

Broker/Affiliated Licensee Signature

Print or Type Name

GA Real Estate License #

Licensee's Phone Number

Fax Number

Licensee's E-mail Address

REALTOR® Membership

Broker's Address

Broker's Phone Number

Fax Number

MLS Office Code

Brokerage Firm License Number

Multiple Listing Number

1 Landlord's Signature

4319 Covington Hwy llc

Print or Type Name

Date

karansingh12121@gmail.com

Landlord's E-mail Address

2 Landlord's Signature

Print or Type Name

Date

Landlord's E-mail Address

☐ Additional Signature Page (F931) is attached.

**Listing Broker/Affiliated Licensee Contact Information**

Virtual Properties Realty.com

Listing Broker

Broker/Affiliated Licensee Signature

Charanjeev Singh

384198

Print or Type Name

GA Real Estate License #

(404) 360-8838

Licensee's Phone Number

Fax Number

charanmaharaja@gmail.com

Licensee's Email Address

REALTOR® Membership

2750 Premiere Pkwy Suite 200, Duluth, GA

Broker's Address

30097

(770) 495-5050

Broker's Phone Number

(770) 495-5050

Fax Number

VIRT01

MLS Office Code

H-31589

Brokerage Firm License Number

Exhibit A – Legal Description of Property



Tenant's Initials

Landlord's Initials



**FACILITIES LEASE**  
**for**  
**LOCAL CHARTER SCHOOL**

This School Facilities Lease ("Lease") is made and entered into as of July 1, 2022 ("Effective Date") by and between the **DeKalb County Board of Education** ("Landlord" or "District") and **DeKalb Preparatory Academy, Inc.** ("Tenant").

WHEREAS, Landlord is the owner of the land and buildings at 1402 Austin Dr, Decatur, GA 30032 ("Premises"), Tax Parcel No. 15 196 02 001.

WHEREAS, Tenant is Georgia non-profit corporation that operates a locally-chartered school named DeKalb Preparatory Academy by that *Charter for DeKalb Preparatory Academy between DeKalb Preparatory Academy, Inc. and the DeKalb County Board of Education* dated July 1, 2019 ("Charter").

WHEREAS, Landlord seeks to lease the Premises to Tenant and Tenant seeks to lease such Premises from Landlord upon the terms and conditions detailed below.

**ARTICLE I**  
**DEMISE OF PREMISES**

- a. For and in consideration of the covenants and agreements contained herein and other valuable consideration, Landlord shall lease to Tenant, upon the following terms and conditions, the Premises. The Premises shall include all improvements, fixtures, and appurtenances on and to the land and buildings.
- b. Tenant accepts the Premises in its "AS IS, WHERE IS" condition, "WITH ALL FAULTS," and without any warranties or representations (express or implied) whatsoever and Landlord shall have no obligation to perform any improvements to the Premises or to provide any allowance in connection therewith. The taking of possession of any portion of the Premises by Tenant shall be conclusive evidence that Tenant has inspected the Premises and accepts the same "as is" and that the Premises are in good and satisfactory condition for Tenant's use.
- c. All personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant. Landlord shall not be liable for theft thereof or for any damages thereto, such theft or damage being the sole responsibility of Tenant.

**ARTICLE II**  
**INSPECTION PERIOD**

Provided Tenant is not already a tenant of the Premises as of the Effective Date, Tenant shall have a period of ninety (90) days from the Effective Date (such period referred to as the "Inspection Period") in which to conduct with respect to the Premises whatever tests, investigations, and inspections Tenant may deem appropriate in connection with Tenant's intended

use; provided, however, that Tenant shall restore the Premises to the condition in which it existed prior to such testing in the event Tenant should terminate this Lease for any reason prior to the Commencement Date. Tenant may terminate this Lease for any reason or no reason at all without penalty at any time prior to the expiration of the Inspection Period upon delivery of written notice of the same to Landlord. Upon such timely termination, neither party shall thereafter have any obligations hereunder (except for the foregoing obligation on the part of Tenant to restore the Premises, which obligation shall expressly survive such termination).

### **ARTICLE III RENT AND TERM**

- a. Rent. Tenant shall pay to Landlord rent of One and no Dollars (\$1.00) per year. Such rent is due on the Commencement Date and shall be paid yearly on the anniversary of such Commencement Date.
- b. Term. The initial term of this Lease shall be the term of the current Charter (the "Initial Term") and shall commence on July 1, 2019 (the "Commencement Date") and expire on June 30, 2024 (the "Initial Term Expiration Date"), unless extended as hereinafter provided for.
- c. Extension Options. Tenant shall have one (1) option to extend the Lease (such option being herein referred to as an "Extension Option") upon renewal of its current Charter as a local charter for the same length of time as the term of the Charter renewal (the "Extension Term"). Provided Tenant is not then in default of any term or condition of this Lease (beyond any applicable notice and cure period), Tenant may exercise the Extension Option by delivering written notice to Landlord upon that later of the following dates: (1) no less than three hundred sixty-five (365) days prior to the expiration of the then-current Initial Term, or (2) within five (5) business days following approval of its charter renewal petition by the DeKalb Board of Education. Should Tenant elect not to extend the term of this Lease, the term of this Lease shall terminate and expire upon the expiration of the then-current Initial Term. If the Extension Options is exercised, the term of this Lease shall be automatically extended for the applicable Extension Term, upon all of the same terms, conditions and covenants as set forth herein, without the requirement of any further instrument to evidence such extension.

### **ARTICLE IV CONTINGENCIES AND TERMINATION**

- a. The Lease is contingent upon Tenant obtaining and maintaining the Charter.
- b. The Lease is further contingent upon Tenant obtaining the proper Site Approval, Architectural Review and School Code Approval in coordination with the Georgia Department of Education's Facilities Services Division.
- c. In the event the Charter is terminated, expires or is revoked for any reason, this Lease shall automatically terminate as of the date of termination, expiration or revocation.
- d. Landlord may terminate this Lease at any time during the Initial or Extension Term upon at least eighteen (18) months' advance written notice to Tenant provided that that Premises is no longer defined as "unused facilities" pursuant to O.C.G.A. § 20-2-2068.2 because the Premises has been included in the District's five-year educational facilities plan.
- e. Landlord may terminate this Lease at any time should Tenant breach any material term of the Lease, which breach is not cured within thirty (30) days following Tenant's receipt of written notice of the same (or, if such failure cannot be corrected within such thirty (30) day period,



- if Tenant does not commence to correct such default within said thirty (30) day period and thereafter diligently prosecute the correction of same to completion within a reasonable time).
- f. Tenant may terminate this Lease at any time by delivering eighteen (18) months' advance written notice to Landlord.

## **ARTICLE V USE AND OCCUPANCY**

- a. Tenant may use the Premises for operation of a public charter school in accordance with its local Charter and all uses incidental thereto, provided that the primary use is for an educational purpose (the "Permitted Use"). Notwithstanding the foregoing, Tenant may use or allow the use of the Premises for occasional educational-related purposes so long as such non-educational purposes are ancillary to, and not in lieu of, the Permitted Use.
- b. Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or do or permit anything to be done in the Premises which: (a) causes or is liable to cause injury to persons, to the Premises, the Building, or its equipment, facilities or systems; (b) impairs the character, reputation or appearance of the Premises; or (c) impairs the proper and economic maintenance, operation and repair of the Premises or its equipment, facilities or systems.
- c. The Tenant agrees, prior to students occupying any building or facility on the Premises, to obtain a Certificate of Occupancy from the local jurisdiction for such facility.
- d. Tenant shall comply with the terms of the Charter, the Charter Schools Act of 1998, and any rules, regulations, policies or procedures established by the State Board of Education consistent with the Charter Schools Act.

## **ARTICLE VI OPERATING EXPENSES AND MAINTENANCE**

- a. Expenses. Tenant shall pay all expenses relating to the operation and maintenance of the Premises throughout the Term. The parties expressly acknowledge and agree that Tenant's covenant to maintain the Premises as contained in this Article is good, valid and sufficient consideration for the granting of the leasehold estate by Landlord to Tenant.
- b. Maintenance. Tenant shall keep the Premises in good, clean and habitable condition and shall at its sole cost and expense keep the Premises free of insects, rodents, vermin and other pests and make all repairs and replacements of every kind in connection with Tenant's use of the Premises. Without limiting the coverage of the previous sentence, it is understood that Tenant's obligations with respect to the maintenance and repair of the Premises include the repair and replacement of all lighting, heating, air conditioning, glass, electrical, mechanical, plumbing, sewer, fixtures, ducts, conduits and pipes that serve the Premises exclusively to the extent located within the Premises. In addition, Tenant shall maintain in good condition (including repairs and replacements) the heating, ventilating and air conditioning equipment, lines and ducts exclusively serving the Premises, whether located inside or outside the Premises. Tenant shall maintain a service contract for the regular seasonal maintenance of the air conditioning and heating equipment with a reputable contractor at all times during the Term.
- c. Improvements. Tenant shall have the right to (i) renovate the Premises (including the existing building(s) and all improvements related or ancillary thereto), (ii) erect or install upon the



Premises one or more modular buildings, (iii) install and connect all utility services as may be necessary, (iv) install fencing and signage, and (v) alter and change the landscaping, grassed areas and paved surfaces located upon the Premises so as to optimize the functionality of the Premises for the Permitted Use. All such installations, improvements and modifications shall be at Tenant's sole expense and subject to applicable local, state and federal law or code. All permanent improvements made by Tenant shall remain with the Premises following the expiration or earlier termination hereof; however, Tenant may remove any of its trade fixtures, furniture, and equipment. Tenant shall promptly pay when due the entire cost of all work done by it to the Premises and shall keep the Premises free of liens for labor or materials. Should mechanics', materialmen's or other similar liens be filed against the Premises by reason of the acts of either party hereto, such party shall cause the lien to be canceled and discharged of record by bond or otherwise within thirty (30) days of receiving actual notice of such lien.

- d. Improvement Approval. Prior to making any material permanent improvements, including but not limited to capital improvements such as roofing or new construction, Tenant agrees to get Landlord's consent -- such consent to be granted in Landlord's sole discretion. Tenant shall provide to Landlord all plans, drawings and any other information reasonably requested by Landlord.
- e. Procurement Procedures. If applicable, Tenant agrees to follow the rules for meeting Public Works Construction bidding requirements as set forth in Georgia code and/or State Board Rules pursuant to the Georgia Local Government Public Works Construction Law to any capital improvement projects as defined therein (O.C.G.A. § 36-91-1, *et seq.*).
- f. Facilities Grants. Tenant agrees to follow all applicable local, state and federal laws and regulations as well as any DeKalb County School District Guidelines regarding any grants received by Tenant for improvements to the Premises.

## ARTICLE VII INSURANCE

- a. Insurance. From and after the earlier of (i) Tenant's entrance upon the Premises to commence renovations or (ii) the Commencement Date, Tenant shall carry commercially reasonable general commercial liability and property insurance with respect to the Premises and Tenant's operations therein. Landlord's specific insurance requirements are attached hereto as *Exhibit 18, DCSD Assurances and Required Statements, p. 7 through 10*. Landlord must be named as an additional insured on all such policies. If either party carries all-risk or other property insurance, then such policy shall contain a waiver of subrogation in favor of the other party, as herein below set forth. All such insurance coverages may be carried under "blanket" or "umbrella" policies from insurers licensed in the State of Georgia.
- b. Mutual Release and Waiver of Subrogation. Landlord and Tenant hereby release each other and anyone claiming through or under the other by way of subrogation from any and all liability for any loss of or damage to property, whether caused by the negligence or fault of the other party, to the extent of any recovery made by the parties hereto for such loss or damage under any all-risk or other property insurance policy now or hereafter issued covering the Premises. In addition, Landlord and Tenant shall cause each such insurance policy carried by them insuring the Premises or the contents thereof, to be written to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage

covered by the policy. The provisions of this Section shall survive the expiration or earlier termination of this Lease for a period of two (2) years.

## **ARTICLE VIII EMINENT DOMAIN**

- a. **Condemnation.** If during the Term hereof, all or substantially all of the Premises shall be taken under power of eminent domain by any public or private authority, then Tenant may elect to terminate this Lease as of the date of such taking; subject, however, to the right of Tenant, at its election, to continue to occupy the Premises, subject to the terms and provisions of this Lease, for all or such part of the period between the date of such taking and the date when possession of the Premises shall be taken by the taking authority.
- b. **Award.** If this Lease is terminated pursuant to this Article VIII, all compensation awarded for any taking of the Premises shall belong to Landlord and Tenant hereby assigns its interest in any award for such taking, to Landlord.
- c. **Dealings with Taking Authority.** Landlord and Tenant agree to promptly notify the other party when either of them receives actual notice of a taking or a threat thereof. Landlord and Tenant shall cooperate in good faith in contesting any taking, if such contest is desired by either party, with the contesting party bearing all costs and expenses thereof and, if said taking cannot be reasonably prevented, the contesting party shall endeavor to obtain the highest award possible for the property taken, the costs of said endeavor to be borne by the parties in proportion to their respective awards.
- d. **Termination.** In the event of any termination of this Lease as the result of the provisions of this Article, Landlord and Tenant, effective as of such termination, shall release each other from all liability and obligations thereafter arising under this Lease, except where terms and obligations expressly survive any such termination.

## **ARTICLE IX QUIET ENJOYMENT**

Contingent upon Tenant's compliance with the terms of this Lease, Landlord agrees that Tenant shall quietly and peaceably hold, possess and enjoy the Premises for the full term of this Lease and any extensions thereof without any hindrance or molestation by Landlord or anyone claiming by, through, or under Landlord. Landlord warrants that it owns fee simple title to the Premises subject only to matters of record and shall defend title to the Premises against the claims of all persons claiming by, through or under Landlord except with respect to matters of record.

## **ARTICLE X HAZARDOUS MATERIALS**

Tenant acknowledges that Landlord has not conducted any environmental testing of the Premises. However, to the best of Landlord's knowledge and belief, Landlord is not aware of, nor has Landlord received written notice of, any hazardous materials in, on, or under the Premises (except for asbestos which may or may not be present in the existing building). As used herein, "hazardous materials" shall be interpreted broadly to include, but

not be limited to, any material or substance that is defined or classified under federal, state, or local laws as: (a) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1005 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903, 6921, as now or hereafter amended; (c) a toxic pollutant, under section 307(a)(1); (d) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §18092(4), as now or hereafter amended; (f) toxic or hazardous pursuant to regulation promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future.

## ARTICLE XI MISCELLANEOUS

- a. Non-Waiver of Default. No acquiescence by either party to any default by the other party hereunder shall operate as a waiver of its rights with respect to any other breach or default, whether of the same or any other covenant or condition.
- b. Assignment and Subletting. Tenant may not assign this Lease or sublet or license all or a portion of the Premises without Landlord's prior written consent, such consent to be given in Landlord's sole discretion. If Tenant is to license all or any portion of the Premises to any party, including but not limited to, third-party providers such as athletic activities, tutoring programs or summer camps, Tenant and third-party provider shall execute a *DCSD License Consent Agreement*.
- c. Recording. This Lease shall not be recorded. A short form or memorandum of this Lease in a form reasonably acceptable to Landlord and Tenant, describing the Premises and setting forth the term of this Lease and such other non-monetary provisions as Tenant shall reasonably require, may be recorded by Tenant at Tenant's sole cost and expense.
- d. Notice. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and mailed by registered or certified mail, return receipt requested or personally delivered, sent by courier or expedited mail service, addressed to the other party as follows:

If to Tenant:

With a copy by similar means to:

If to Landlord:

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

With a copy by  
similar means to:

GDCRlaw  
2951 Flowers Road South, Suite 220  
Atlanta, GA 30341



or at such other address as may be specified from time to time in writing by either party. All such notices hereunder shall be deemed to have been given on the date of delivery unless delivery is refused or cannot be reasonably made, in which case the date of refusal or inability to deliver shall be deemed the date notice has been given.

- e. Successors and Assigns. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
- f. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- g. Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either party hereto. The captions used in this Lease are for convenience only and do not limit or amplify the provisions hereof.
- h. Headings, Captions and References. The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof", "hereunder" and "herein" shall refer to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders and the singular form shall include the plural when the context so requires.
- i. Brokerage Commissions. Landlord and Tenant each warrants and represents to the other that there are no brokers, finders fees or any real estate commissions due to any broker, agent or other party in connection with the negotiation or execution of this Lease or on behalf of either of them. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all costs, expenses, liabilities, causes of action, claims or suits by any party for compensation, commissions, fees or other sums claimed to be due or owing with respect to the representation of Tenant in effecting or procuring this Lease.
- j. Governing Law. This Lease shall be construed under the laws of the State of Georgia.
- k. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any work, service, or other act required under this Lease to be performed by the party, and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a

period equivalent to the period of such delay. Lack of financial resources by either party shall not constitute a force majeure event hereunder, regardless of the reason for the lack of financial resources.

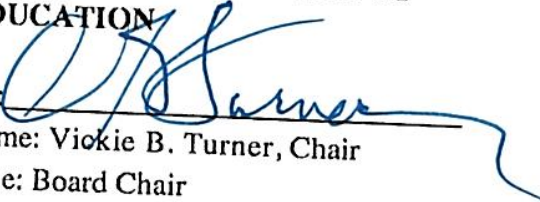
- l. Indemnity. Tenant shall indemnify and hold Landlord harmless from all cost, expense, liability, obligation, claim or action, including without limitation reasonable attorney's fees actually incurred, arising from Tenant's use and occupancy of the Premises under this Lease, except for matters arising from Landlord's willful misconduct.
- m. Entire Agreement. This Lease (including all exhibits hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written communications between the parties. No subsequent amendment or agreement shall be binding upon either party unless it is signed and delivered by both parties hereto. This Lease may be executed in counterparts.
- n. Landlord's Right to Inspect. Landlord may enter upon the Premises to inspect same upon reasonable advance notice to Tenant, which shall be written notice unless an emergency condition exists, in which case Landlord shall give such notice as is practicable under the circumstances. Any such entry by Landlord shall be undertaken with due care and so as to minimize interference with operations on the Premises to the extent reasonably practicable.
- o. No Agency Relationship. Nothing in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither any provision contained in this Lease, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

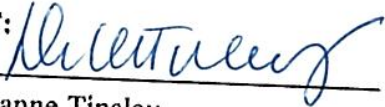
[SIGNATURE PAGE FOLLOWS]



**LANDLORD:**

**DEKALB COUNTY BOARD OF  
EDUCATION**

By:   
Name: Vickie B. Turner, Chair  
Title: Board Chair

**ATTEST:**  
By:   
Title: Vasanne Tinsley,  
Interim Superintendent, DCSD

**TENANT:**

**DEKALB PREPARATORY ACADEMY, INC.**

By:   
Name: Suzette Arnold  
Title: Board chair

DeKalb County  
GEORGIADepartment of Planning & Sustainability  
Non-Residential Certificate of Occupancy**PERMIT # 3017614****Project**

Permit Type: Miscellaneous Permit

Work Type: Tenant or Use Change Permit

Project: DEKALB PREPARATORY ACADEMY

Construction Type: N/A

Square Footage: 5231

Occupancy Classification: N/A

Sprinkler:

Occupancy Load:

**Property**

Address: 1402 AUSTIN DR, DECATUR, GA 30032-

Parcel ID: 15 196 02 001

Zoning: R-75

Land Use: SUB

Census: 231.08

District: 03 07

**Applicant**Owner: DEKALB BOARD OF  
EDUCATION

Address: 3770 NORTH DECATUR, DECATUR, GA 30032

Tenant:

Address: , ,

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 7-35(g) of the DeKalb County Code of Ordinances, the building official or designee may revoke certificates of occupancy, certificates of completion, and certificates of change of tenant issued under provisions of this chapter, where it is shown that there have been either one or more of the following:

- (1) Changes or alterations in construction, type of permitted use or occupancy without written approval by the building official or designee.
- (2) Changes or violations of the conditions of the certificate without written approval by the building official or designee.
- (3) Alterations, additions, or improvements to the building, structure, or systems without permits and inspections required by this chapter.
- (4) Violation of any zoning, building, plumbing, mechanical, electrical, fire safety or site development codes or regulations.
- (5) Any condition that may affect the building, structure or service system which, in the opinion of the director, renders the building, structure or service system unsafe, dangerous or uninhabitable.
- (6) After a certificate has been revoked, a valid certificate shall not be issued until all violations, changes, alterations, additions or improvements meet all requirements of this chapter as determined by the building official.

**Applicable Codes**

Current Mandatory Codes as Adopted by DCA:

International Building Code, 2012 Edition, with Georgia Amendments  
International Residential Code, 2012 Edition, with Georgia Amendments  
International Fire Code, 2012 Edition, with Georgia Amendments  
International Plumbing Code, 2012 Edition, with Georgia Amendments  
International Mechanical Code, 2012 Edition, with Georgia Amendments  
International Fuel Gas Code, 2012 Edition, with Georgia Amendments  
National Electrical Code, 2017 Edition

Date Issued: 8/13/2019

Issued By:

Marcus L. Robinson, Chief Building Official  
or authorized designee

# Safe School Plan for Georgia Public Schools

Georgia Department of Education  
Georgia Emergency Management and Homeland  
Security Agency

System: DeKalb County School District

School: DeKalb Preparatory Academy

Principal: Dr. Viola Blackshear, Interim

School Year: 2023-2024



Pictured above is the cover of the handbook from DeKalb County School District which is given to all staff members to be kept in all classrooms and offices.

## GEORGIA DEPARTMENT OF EDUCATION SAFE SCHOOL PLAN CONTINUED

O.C.G.A. 20-2-1185 states that every public school shall prepare a Safe School Plan “to provide a safe learning environment for Georgia’s children, teachers, and other school personnel. Such plan shall also address preparedness for natural disasters, hazardous materials or radiological accidents, acts of violence, and acts of terrorism. The plans shall be prepared with input from students enrolled in that school, parents or legal guardians of such students, teachers in that school, community leaders, other school employees, and school district employees, and local law enforcement, juvenile court, fire service, public safety, and emergency management agencies. The Safe School Plan shall include (1) Training school administrators, teachers, and support staff, including, but not limited to, school resource officers, security officers, secretaries, custodians, and bus drivers, on school violence prevention, school security, school threat assessment, mental health awareness, and school emergency planning best practices; (2) Evaluating and refining school security measures; (3) Updating and exercising school emergency preparedness plans; (4) Strengthening partnerships with public safety officials; and (5) Creating enhanced crisis communications plans and social media strategies.”

This Safe School Plan template is designed to assist schools in the development of a Safe School Plan. Schools are not required to use this template, but it does contain safety elements that should be in each Safe School Plan. Safe School Plans should also include safety features/challenges that are unique to the school in order to prevent and mitigate safety issues.

The Georgia Department of Education and Georgia Emergency Management and Homeland Security Agency staff members are available to review Safe School Plans, provide site risk assessments, and provide other technical assistance regarding school safety and security.

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**School Safety Plan**  
**DeKalb County School District**  
**DeKalb Preparatory Academy**

**1402 Austin Drive, Decatur, Georgia. 30032**

**Dr. Viola Blackshear**

**Safe School Plan Development**

The following persons participated in the development of this Safe School Plan:

| <b>Name</b>           | <b>Position</b>                        | <b>Contact Information</b> |
|-----------------------|----------------------------------------|----------------------------|
| Wayne Dennis          | Chair -Compliant Officer               | 732-979-5275               |
| Ketchia Woods         | Co-Chair-Academic Coach/Gifted Teacher | 404-680-8742               |
| Jasmine Edmonds       | School Nurse                           | 470-907-9769               |
| Nikki Glover          | Academic Coach                         | 404-452-8997               |
| Evelyn Guyton         | Academic Coach                         | 678-274-8940               |
| Lauren Smith          | Seventh Grade Teacher                  | 770-379-3218               |
| Taylor Jones          | Fourth Grade Teacher                   | 470-939-8298               |
| Sydney Echols         | First Grade Teacher                    | 770-639-1054               |
| Coach Michael Newell  | Physical Education Teacher             | 470-263-4163               |
| Tricia Sinclair Davis | Parent/Vafeteria Manager               | 404-914-7607               |
| Marian Simpson        | School Operations Manager              | 404-937-2000               |

## **On-Call First Responders**

| <b>Name</b>          | <b>Position</b>              | <b>Contact Information</b> |
|----------------------|------------------------------|----------------------------|
| Officer McElroy      | Resource Officer             |                            |
| Keith Gains          | Head Custodian               | 404-839-4815               |
| Dr. Viola Blackshear | Interim Elementary Principal | 404-694-7690               |
| Vacant               | Middle School Principal      |                            |



|                   |                           |              |
|-------------------|---------------------------|--------------|
| Angela Rodgers    | Special Projects          | 770-815-2443 |
| Marian Simpson    | School Operations Manager | 404-937-2000 |
| Vacant            | Network Manager           |              |
| Dr. Lenise Bostic | Head of Schools           |              |

### **School Crisis Situation Checklist**

*Check the following to indicate compliance or leave blank if incomplete.*

X School personnel have been identified who will carry out each task and who will be the alternate in case the primary person is not available.

X Each assigned school personnel member has been thoroughly trained to carry out his/her task.

1. Evaluate crisis scene/situation
2. Dial 911 – staying online communicating information as directed, able to give clear directions
3. Signal to staff and students (lockdown or evacuation)
4. Answer phones
5. Meet emergency vehicles/personnel
6. Get evacuation kit box (building floor plans, student information, bus routes, etc.)
7. Get first aid kits (2 kits per building) – kits should include:
  - a. A copy of School Safety Plan (SSP)
  - b. Student sign-out sheets for dismissal to parents/guardians
  - c. A copy of the school facility plan (this should be in SSP)
  - d. Emergency telephone numbers of assistance agencies
  - e. Copy of video depicting interior and exterior of building
  - f. Copies of student/staff emergency contact information
  - g. Flashlight and extra batteries
  - h. Bullhorn and appropriate batteries
  - i. Cell phone or portable radio
  - j. Current County phone book
  - k. A copy of most recent yearbook
  - l. First Aid Kit
  - m. Emergency medical information for students/staff
8. Take student rosters out of the building
9. Call superintendent's office
10. Take communication devices (school radios, cellular phones, etc.)

X School personnel have been identified and trained to conduct the following:



- X· Have a central command post established – both inside and outside the building
- X· Person designated to accompany emergency personnel through the building
- X· Process determined for releasing students to parents and non-parent adults
- X· Alternate site designated for student evacuation
- X· Decision regarding having school the day following the crisis

### **Safe School Plan Emergency ID Plan**

1. School Site Coordinator: Ketchia Woods
2. Alternate School Site Coordinator: Lauren Smith
3. School personnel to call 911: Dr. Viola Blackshear
4. School personnel to call superintendent's Office: Mattie Reid
5. School personnel to call adjacent school emergency team: Evelyn Guyton
6. School personnel to coordinate staff members trained in First Aid and/or CPR: Nurse Edmunds
7. School personnel to get emergency kits: Nikki Glover, Evelyn Guyton
8. School personnel to accompany emergency first responders and other emergency personnel: Wayne Dennis, Marian Simpson, Devonna. Holland
9. School personnel responsible for students with special needs and description of needs (i.e. medical issues, prescription medicines, dietary needs), marked confidential): Nurse Edmunds
10. School personnel to answer telephones: Mattie Reid
11. School personnel to collect student rosters: Judy Atkins, Nikki Glover
12. School personnel to update media: Suzette Arnold, Dr. Lenise Bostic, Angela Rodgers, Dr. Viola Blackshear
13. School personnel to update parents: Dr. Viola Blackshear and Middle School Principal
14. Location of central command post – rank order based on circumstances:
  1. Inside front office
  2. Media Center
  3. Cafeteria Outside
  4. Gymnasium
  5. Football Field
15. Location for media personnel – rank order based on circumstances:
  1. Inside
  2. Gymnasium
  3. Media Center Outside
  4. Side Parking Lot near Gym
  5. Portable Classroom
16. Location of reception area for parents and public – rank order based on circumstance:
  1. Inside
  2. Gymnasium
  3. Cafeteria and outside of cafeteria

4. Football Field/Playground Area
5. Side Parking Lot near Cafeteria
17. If students need to be moved off campus they will be transported to:
  - First Choice Site: Towers High School
  - Alternate Site: Peace Baptist Church
18. School personnel responsible for releasing students to parents and non-parent adults: Mattie Reid, Marian Simpson, Viola Blackshear, LaToya Franklin
19. School personnel responsible for utilities shut off if necessary: Marian Simpson,
20. School personnel responsible for directing traffic: Coach Michael Newell, Jonathan Rice, Evelyn Guyton, Bernard Robinson
21. School personnel runners to support the Crisis Team: Garland Lopez, Kelly Sims
22. School personnel responsible for accompanying students to the hospital: Devonna Holland, Jasmine Edmonds

### **DeKalb Preparatory Academy Emergency Kits**

Contents of the school's emergency kit:

- 10 writing tablets and pens/pencils
- 10 magic makers
- 500 plain white peel-off name tag stickers (used to identify injured students or staff)
- Student release/sign-out sheets
- List of students on off-campus trips
- Five sets of safety gloves
- Floor Plan of the building
- Site Plan of the grounds and surrounding areas
- Copies of photographs of the building (interior and exterior)
- Copies of student and staff emergency contact/release information
- Information regarding any students with medical problems that may be impacted by the evacuation or emergency
- Most recent yearbook and list of students and school personnel
- Flashlight and extra batteries
- Bullhorn and extra batteries
- Cell phone and/or walkie-talkie
- Basic First-Aid kit

List staff members responsible for the emergency kit(s):

| <b>Name</b>   | <b>Position</b>                   | <b>Location</b> |
|---------------|-----------------------------------|-----------------|
| Ketchia Woods | Academic Coach/<br>Gifted Teacher | Media Center    |
| Judy Atkins   | Media Center Assistant            | Media Center    |
|               |                                   |                 |

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

X-School has established a **Crisis Planning and Response Team** that includes the following members:

| <b>Name</b>           | <b>Position</b>                        | <b>Contact Information</b> |
|-----------------------|----------------------------------------|----------------------------|
| Wayne Dennis          | Chair - Compliant Officer              | 732-979-5275               |
| Ketchia Woods         | Co-Chair-Academic Coach/Gifted Teacher | 404-680-8742               |
| Jasmine Edmonds       | School Nurse                           | 470-907-9769               |
| Nikki Glover          | Academic Coach                         | 404-452-8997               |
| Evelyn Guyton         | Academic Coach                         | 678-274-8940               |
| Lauren Smith          | Seventh Grade Teacher                  | 770-379-3218               |
| Taylor Jones          | Fourth Grade Teacher                   | 470-939-8298               |
| Sydney Echols         | First Grade Teacher                    | 770-639-1054               |
| Coach Michael Newell  | Physical Education Teacher             | 470-263-4163               |
| Tricia Sinclair Davis | Parent/Vafeteria Manager               | 404-914-7607               |
| Marian Simpson        | School Operations Manager              | 404-937-2000               |
| Jonathan Rice         | Music Teacher                          | 252-767-2481               |
| Dr. Viola Blackshear  | Interim Principal                      | 404-694-7890               |



## EMERGENCY EVACUATION and FAMILY REUNIFICATION PROTOCOL

*Check the following to indicate compliance or leave blank if incomplete.*

  X   An assembly area has been identified at least 1,000 feet away from school in the event it becomes necessary to evacuate the school campus.

  X   Alternative assembly areas have been identified and shared with school personnel.

  X   Procedures are in place to remove all students and personnel from athletic fields and playground areas and back into the school.

  X   Evacuation routes to the assembly points on an evacuation plan have been identified.

  X   Procedures are in place for the special evacuation needs of the disabled.

  X   A copy of the evacuation plan is available for school personnel and first responders.

  X   School personnel and students are aware of and have practiced evacuation procedures and routes.

  X   A procedure is in place to periodically test the public address system as the primary means of notifying building occupants and other methods of communicating with school personnel.

  X   Maps indicating primary and secondary evacuation routes are posted in all classrooms (for security reasons, only staff members should know assembly points).

  X   Teachers are trained to bring their classroom record books with them to the assembly area (s).

  X   Teachers are trained to verify that students are out of the classrooms and restrooms and workrooms.

  X   Teachers (or paraprofessionals) are trained to hold open the exit door(s) until all persons in the class have evacuated.

  X   Teachers are trained to lead students to the designated holding areas/assembly areas.

  X   Teachers are trained to verify the presence of all students at the assembly site and immediately report students who are not present and furnish those names to school administrators as soon as possible.

  X   Teachers are trained to remain with their students until administrators sound the “all clear” signal.

  X   School personnel are preselected to collect critical information and to manage and monitor students at the assembly site(s).

  X   School personnel have been designated to take the ***Emergency Kit*** to the assembly area (s).

  X   Administrators and other school personnel are trained to collect lists of unaccounted for students from staff members and compare with the daily attendance absentee list and share the list with emergency response personnel.

  X   Administrators and other school personnel are trained to account for all students in the assembly area(s) to facilitate an orderly transfer of students to their parents.

  X   A procedure is in place to communicate and confirm that the building has been cleared.

  X   A procedure has been developed to direct parents to the assembly site(s) to pick up students and verify their guardianship of the student and sign for the release of students.

  X   School personnel have been trained to instruct parents or guardians to leave the site to make room for others once they have signed out their student.

  X   The school principal and/or other school personnel are trained to notify school transportation to begin routing school buses to the assembly area(s).

X School personnel have been identified to notify local law enforcement and emergency agencies of the incident/situation and inform them of traffic routing procedures of school buses.

X A news media area has been identified and media provided with detailed instructions to be read to the public in order to direct concerned relatives to the assembly site(s).

X A manifest for each (Daycare or Afterschool Provider) school bus is established ahead of time to account for all students riding buses.

X School personnel have been trained to check the (Daycare or Afterschool Provider) school bus manifest to account for every student.

X At the assembly site(s), designated school personnel have been assigned to identify all students and identify all non-uniformed personnel.

X School personnel have been trained to monitor students not riding buses and not picked up by parents or guardians to remain in the assembly area(s) until an authorized person arrives to pick them up.

X School personnel have been identified and trained to maintain contact with police/fire department(s) to stay informed about conditions at the school site.

X Procedures are in place if parents come to the school to check on and to check out their children that includes an orderly check out procedure requiring identification and using student attendance logs.

**X IN THE EVENT OF A FULL-SCALE SCHOOL EVACUATION EMERGENCY, DOES THE LOCAL FIRE DEPARTMENT AND LAW ENFORCEMENT AGENCIES KNOW HOW MANY STUDENTS AND SCHOOL PERSONNEL ARE IN THE SCHOOL?**

**X DO THE FIRST RESPONDERS HAVE A COPY OF THE SCHOOL FLOOR PLAN?**

**TRAINING: Georgia Emergency Management and Homeland Security Agency or local emergency management staff can provide training for Emergency Evacuation and Family Reunification Protocol.**

#### **ACCIDENT or ILLNESS**

The names and location of staff members certified in First Aid and CPR should be made available to every school employee in the building. A fully stocked First Aid Kit should be readily available at all times in different areas of the school building.

*Check the following to indicate compliance or leave blank if incomplete.*

X List school personnel with first aid/CPR training and their location in the building:

| Name | Position | Location |
|------|----------|----------|
|------|----------|----------|

|                      |                               |                                                              |
|----------------------|-------------------------------|--------------------------------------------------------------|
| Jasmine Edmunds      | School Nurse                  | Clinic/5th Grade Hall                                        |
| Coach Michael Newell | Physical Education Teacher    | Gym                                                          |
| Vacant               | Middle School Principal       | Principal Office                                             |
| Nikki Glover         | Academic Coach                | Media Center                                                 |
| Evelyn Guyton        | Academic Coach                | Media Center                                                 |
| Ms. Sydney Echols    | First Grade Teacher           | Kdg., 1st, 2nd Hall                                          |
| Lauren Smith         | Seventh Grade Chair           | 6 <sup>th</sup> /7 <sup>th</sup> /8 <sup>th</sup> Grade Hall |
| Mattie Reid          | Registrar/Parent Liaison      | Registrar Office                                             |
| Jonathan Rice        | Music Teacher                 | Lower Floor Hall                                             |
| Sheridan Rogers      | Special Education Teacher     | Front Hall                                                   |
| Sabrina Sampson      | 5 <sup>th</sup> Grade Teacher | 5 <sup>th</sup> Grade Hall                                   |

\_\_\_ School personnel have received Stop-the-Bleed Training from the Georgia Trauma Foundation (if school personnel have not received the training, the training is scheduled for \_\_\_\_\_)

X A procedure is in place to contact first aid/CPR trained staff.

X procedure is in place to contact emergency personnel.

X A procedure is in place with the school nurse to identify the nature of the student's illness.

X A procedure is in place to isolate the ill student as necessary.

X A procedure is in place to contact local public health as necessary.

X A procedure is in place to control access to the area where the student(s) is receiving assistance.

X A procedure is in place to contact family members.

X Procedures are in place if parents come to the school to check on and to check out their children that includes an orderly check out procedure requiring identification and using student attendance logs.

X A procedure is in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

**TRAINING: Georgia Emergency Management and Homeland Security Agency or local emergency management staff can provide training for Accidents or Illness.**

## **BOMB THREATS/SUSPICIOUS PACKAGES**

*Check the following to indicate compliance or leave blank if incomplete.*

### **☉ Daily Precautions**

  X   School personnel have been trained to routinely check their areas for any suspicious packages or items.

  X   School personnel have been trained what to do if they find a suspicious item, which should never be moved or touched.

  X   School personnel have been trained to notify school administrators when a suspicious item is found.

  X   A procedure is in place to isolate the area until law enforcement personnel have assessed the item.

  X   School personnel have been trained to lock classrooms and other rooms when not in use.

  X   School maintenance personnel have been trained to lock all doors after cleaning classrooms and other areas.

  X   School personnel who handle mail and packages are trained on how to recognize suspicious letters or packages (i.e., excess postage on a small package or letter indicates that the object was not weighed by the Post Office; no postage or non-canceled postage; handwritten notes such as “to be opened by Mr. Smith;” leaks, stains or sharp points, wires, etc.).

### **☉ Bomb or Bomb Threat Response (Also see *Emergency Evacuation Procedures*)**

  X   School personnel are trained on how to respond to a written or verbal bomb threat.

  X   School personnel and students are to move to the predetermined assembly points at least 1,000 feet away from the building using predetermined routes and exits.

  X   School personnel are trained to re-direct students if the predetermined routes pass near the location of the bomb or device.

  X   Procedures are in place for the special evacuation needs of the disabled.

  X   A procedure is in place to ensure that all school personnel and students have left the building, including checks of hallways, restrooms, lounges, cafeterias, auditoriums, and gymnasiums.

  X   School personnel have been designated to take the ***Emergency Kit*** to the assembly area(s).

  X   A procedure is in place to communicate and confirm that the building has been cleared.

  X   School personnel have been designated to account for all students by checking with teachers in the assembly area(s).

  X   School personnel and students have been trained to remain in the assembly area until the “all clear” signal is sent.

  X   Procedures are in place if parents come to the school to check on and to check out their children that includes an orderly check out procedure requiring identification and using student attendance logs.

  X   School personnel have been designated to call the school district central office.

  X   A procedure is in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.



### **Bomb Threat Call Checklist**

*(IMPORTANT: Place a copy of the checklist next to each school phone)*

#### **Ask the Caller:**

1. Where is the bomb right now?
2. What does the bomb look like?
3. When is the bomb going to explode?
4. What kind of bomb is it?
5. What will cause the bomb to explode?
6. Did you place the bomb?
7. Why?
8. What is your name?

#### **Exact Wording of Bomb Threat:**

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**Caller Information:** Sex:      Race:      Age:      Length of Call:

**Caller's Voice (check appropriate descriptions):** Calm   Nasal   Slurred   Soft  
Angry   Whispered   Stutter   Loud   Accent   Excited   lisp   Disguised  
Laughter   Slow   Cracking   Raspy   Crying   Normal   Familiar Voice?   Who?

**Background Sounds:** Traffic   Voices   Music   House Noises   Static   Clear  
Office Noises   Factory   Long Distance   Machinery   PA System   Other:

**Threat Language:** Well-Spoken   Incoherent   Offensive Words   Message Read  
Taped   Irrational

**Notifications:** 911/School Police/Local Police/Central Office      Other

#### **Call Received By:**

Name:

Title/Position:

Telephone Number:

Date:

[illegible]

## **CLOSING OF SCHOOL – SHELTER-IN-PLACE**

*Check the following to indicate compliance or leave blank if incomplete.*

### **☛ Precautions Before the School Day**

  X   School personnel instructed to listen to local radio and television broadcasts and look for text messages for information about school closures.

  X   Procedure in place to notify parents/guardians of school closures.

### **☛ Closure During the School Day**

  X   Procedure in place to check on condition of building and surrounding neighborhood.

  X   Procedure in place to notify central office of building, neighborhood, and weather conditions.

  X   Procedure in place to keep students and staff away from possible hazardous conditions, such as iced, slippery, blocked sidewalks, steps, walkways, etc.

  X   Procedure in place to inform parents/guardian of early school closure.

  X   Procedure in place to contact all (Daycare And After school Providers) School Bus drivers to pick up students during the school day.

  X   Procedure in place for students will remain in classrooms until buses arrive.

  X   Procedure in place to ensure that all students and school personnel have left the building.

  X   Procedures are in place to secure the building and grounds.

### **☛ Shelter-in-Place (students remain in the building overnight)**

If weather conditions (or other reasons) create the necessity for overnight housing, the building must be secured and student movement limited.

  X   School personnel and the building is prepared for shelter-in-place.

  X   Procedures are in place to ensure access to food, water, first-aid, sleeping areas, communications, utilities, first-aid kits.

  X   Procedure is in place to determine if students should be kept at the school for overnight housing.

  X   Procedure is in place to notify local law enforcement, and local emergency management and fire and rescue.

  X   Procedure is in place to contact the central office and the news media.

  X   Procedure is in place if the HVAC and other systems are centralized to contact the Service Center to ensure that the school's climate control system is **not** turned off.

  X   School personnel have been designated to contact family members and will continue to do so throughout the night.

  X   School has designated areas of the building to house students and school personnel during the shelter-in-place.

  X   School has designated areas of the building that are off-limits for students.

  X   School personnel have been assigned supervision duties and shifts during the night to account for and supervise all students.

  X   School has set up an indoor security perimeter to ensure the safety and supervision of the students.

  X   Procedure is in place to account for every student during the night.

**DEATH OF A STAFF MEMBER OR STUDENT OR  
SUICIDE at SCHOOL (or Threat)**

*Check the following to indicate compliance or leave blank if incomplete.*

Administrative staff should contact the following immediately upon learning of the death of a staff member or student:

- X   Procedures are in place to contact emergency personnel.
- X   Procedures are in place to secure the area and keep all students away.
- X   Procedures are in place to contact the parents/guardian or other family members of the student.
- X   Procedures are in place to notify school personnel.
- X   Procedures are in place to contact the central office.
- X   School personnel have been trained on suicide awareness.
- X   School personnel have been trained on reporting suicide threats or signs of suicide ideation to the counseling staff.
- X   Procedures are in place to manage internal and external communications, including the news media.
- X   Procedures are in place to communicate with the school community.
- X   Procedures are in place to respond to students and monitoring their reactions.
- X   School personnel have been trained on how to respond to this type of incident.
- X   Procedures are in place if parents come to the school to check on and to check out their children that includes an orderly check out procedure requiring identification and using student attendance logs.
- X   Resources have been identified ahead of time to respond to students and staff grief and fear.
- X   Resources have been identified if they need to be mobilized to respond to widespread grief and fear.
- X   School personnel have been identified to specifically respond to this type of incident. School personnel assigned:

| Name            | Position                               | Contact Information |
|-----------------|----------------------------------------|---------------------|
| Wayne Dennis    | Chair - Compliant Officer              | 732-979-5275        |
| Ketchia Woods   | Co-Chair-Academic Coach/Gifted Teacher | 404-680-8742        |
| Jasmine Edmunds | School Nurse                           | 470-907-9769        |
| Nikki Glover    | Academic Coach                         | 404-452-8997        |
| Evelyn Guyton   | Academic Coach                         | 678-274-8940        |
| Lauren Smith    | Seventh Grade Teacher                  | 770-379-3218        |
| Taylor Jones    | Fourth Grade Teacher                   | 470-939-8298        |

|                       |                            |              |
|-----------------------|----------------------------|--------------|
| Sydney Echols         | First Grade Teacher        | 770-639-1054 |
| Coach Michael Newell  | Physical Education Teacher | 470-263-4163 |
| Tricia Sinclair Davis | Parent/Cafeteria Manager   | 404-914-7607 |
| Marian Simpson        | School Operations Manager  | 404-937-2000 |
| Dr. Viola Blackshear  | Interim Principal          | 404-694-7690 |

## FIRE

A fire or smoke in the building requires immediate evacuation of the building. A safe, orderly evacuation depends on effective fire drill practices.

*Check the following to indicate compliance or leave blank if incomplete.*

### **Response** (See **Emergency Evacuation**)

  X   Procedures are in place to call **911**.

  X   Procedures are in place to ensure that the fire alarm system is inspected and operational.

  X   Procedures are in place to initiate an emergency evacuation.

  X   Procedures are in place and school personnel have been assigned to assist disabled students and school personnel to evacuate.

  X   School personnel and students have at least once a month practiced fire drills/evacuation, including the use of alternative evacuation routes.

  X   Procedures are in place to ensure that all school personnel and students have left the building.

  X   Procedures are in place to check hallways, restrooms, lounges, cafeterias, auditoriums, and gymnasiums.

  X   School personnel have been designated to take the Emergency Kit to the assembly area (s).

  X   School personnel have received training on how to use a fire extinguisher.

  X   Fire extinguisher locations are clearly marked and regularly inspected.

  X   Designated school personnel have been trained to account for all students by checking with teachers in the assembly area (s).

  X   School personnel have been trained to survey students at the assembly point (s) to check for injuries or trauma.

  X   School personnel and students have been trained to remain in the assembly area until the “all clear” signal is sent.

  X   Procedures are in place if parents come to the school to check on and to check out their children that includes an orderly check out procedure requiring identification and using student attendance logs.

NOTE: In Georgia schools, one fire drill **shall** be conducted each month that school is in session and recorded on the Georgia Fire Safety and Insurance Commission website. The Georgia State Fire Code also permits schools to substitute a severe weather drill for its required monthly fire drill during the months of February and November.

**TRAINING:** *Georgia Emergency Management and Homeland Security Agency, local emergency management, and local fire department staff can provide training for Fire prevention and evacuation*

## HAZARDOUS MATERIALS/THREAT

Chemical/Biological/Nuclear Threat or Accident

*Check the following to indicate compliance or leave blank if incomplete.*

### ➡ **Preparation**

  X   Potential hazardous material sites have been identified and shared with local emergency management (i.e. above ground industry storage containers, railroad tracks, etc.)

  X   Procedures are in place to determine transportation routes during an emergency evacuation due to hazardous material.

  X   Procedures are in place to assemble (Daycare and after school) school buses for an emergency evacuation.

  X   Safe routes and assembly areas for staff and students **inside** and **outside** of the building have been established.

  X   All chemicals in Science classes are identified and properly stored.

### ➡ **INSIDE Building Hazardous Materials Accident or Threat** (See *Emergency Evacuation*)

  X   Procedures are in place to call 911.

  X   Procedures are in place to immediately remove all students and school personnel from the area.

  X   Procedures are in place to seal off the area (s) around and near the accident.

  X   School personnel have been trained to avoid any contact with hazardous material.

  X   Procedures are in place to immediately shut down air-conditioning and ventilation units.

  X   School personnel are trained to provide emergency responders with a list of chemicals in the building.

### ➡ **OUTSIDE Building Hazardous Materials Accident or Threat**

**NOTE:** Schools usually receive emergency notice from either emergency personnel or citizens of hazardous material accidents or threats originating outside of the school building. If the notice comes from non-emergency sources, the school administrative staff should contact emergency personnel at **911** and the Department of School Police or Local Police to confirm or refute the report. If the notice comes from emergency sources, the following procedures should be immediately initiated.

  X   Procedures are in place to remove all students and school personnel from athletic fields and playground areas and back into the school.

  X   School personnel have been designated to ensure that students and staff do not leave the building.

  X   School personnel are trained to account for all students.

  X   School personnel have been designated to contact transportation to keep (Daycare and after school) school buses out of the hazardous material accident/threat area.

  X   Procedures are in place to inform school personnel that precautionary measures are being taken due to a report of an incident near the school.

  X   Procedures are in place to close all windows and outside doors.

X Procedures are in place to shut down air-conditioning and ventilation units or contact the Service Center to do so and prepare to move students away from windows and doors.

X Procedures are in place to quickly evacuate the facility, **based on the directions of emergency personnel** using the procedures in the *Emergency Evacuation Section of this plan*.

X Procedures are in place to have first aid trained staff members on alert.

X Procedures are in place to remain in lockdown mode until the “all clear” signal/message is received from emergency personnel.

X Procedures are in place to inspect building after the incident for any contamination.

X Procedures are in place if parents come to the school to check on and to check out their children that includes an orderly check out procedure requiring identification and using student attendance logs.

X A procedure is in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

**TRAINING: *Georgia Emergency Management and Homeland Security Agency or local emergency management staff can provide training for Hazardous Material incidents.***



## **INTRUDER/SUSPICIOUS PERSON HOSTAGE/BARRICADE**

An intruder/suspicious person is someone whose presence is uninvited and unwelcome and/or whose behavior jeopardizes the safety of the school building.

*Check the following to indicate compliance or leave blank if incomplete.*

- X   Procedures and physical design restrict access to the building.
- X   All exterior doors are locked and have signs that provide directions to visitors advising them to use the main entrance.
- X   School personnel and students are instructed not to open locked doors for persons trying to enter the building from the outside.
- X   School uses a visitor identification name-tag system. Visitor tags should be disposable.
- X   School designated a school personnel to periodically check all exterior doors to ensure that they are secured (*NOTE: schools may NOT use chains to secure exterior doors; they must be accessible as emergency exits*).
- X   Procedures are in place to call 911.
- X   Procedures are in place to immediately order a lockdown.
- X   School personnel and students have been trained on the urgency of a lockdown; it is essential that the lockdown take place immediately.
- X   Procedures are in place to notify all school personnel of a lockdown, including all locations in the building such as the gymnasium, kitchen, media center, etc.
- X   Procedures are in place to notify school personnel on playground/athletic fields of the lockdown and instructions.
- X   Procedures are in place to notify (Daycare and After school) school bus drivers to remain away from the school.
- X   School personnel and students have been trained to remain in the classroom until the all-clear signal is given.
- X   School personnel have been trained to close or cover all windows and blinds.
- X   School personnel and students have been trained to remain calm and quiet.
- X   School personnel have been trained to seek protection if not in a classroom – nearby classroom, for example.
- X   Procedures are in place to monitor the location of the intruder/suspicious person using the surveillance cameras and monitors and walkie/talkies and communicating with law enforcement.
- X   School personnel is trained to remain in lockdown mode until the “all clear” signal/message is received.
- X   Procedures are in place if parents come to the school to check on and to check out their children that includes an orderly check out procedure requiring identification and using student attendance logs.
- X   A procedure is in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

**TRAINING: Georgia Emergency Management and Homeland Security Agency or local emergency management staff can provide training for Intruders.**

## STUDENT DISRUPTION/CIVIL DISTURBANCES

*Check the following to indicate compliance or leave blank if incomplete.*

➡ **Level 1 Disturbance** - Disruption is confined to one area, but no threat to students or staff.

➡ **Level 2 Disturbance** - Disruption forces are mobile and/or pose a threat to students and/or staff.

➡ **Level 3 Disturbance** - Disruption is widespread with large-scale student participation and is a serious threat to students and staff.

  X   School personnel are trained on the three levels of disturbance and appropriate actions for each level.

  X   School personnel are trained to call 911 for **Level 2** or **3** disturbances.

  X   School personnel are trained on how to report disturbances.

  X   School personnel are trained on how to isolate the disruption.

  X   School personnel are trained on how to clear the immediate area, including restrooms and hallways.

  X   Procedures are in place to order a lockdown for **Level 2** or **3** disturbances.

  X   Procedures are in place to assemble staff members trained in CPR and First Aid if needed.

  X   School personnel are trained on how to deescalate angry students or a crowd of students without endangering their safety.

  X   School personnel are trained to prevent students from going to their lockers during or after a disturbance.

  X   Procedures are in place to for close supervision of students during dismissal and boarding of buses after a disturbance.

  X   Procedures are in place to coordinate with police to ensure adequate protection of students and school personnel following **Level 2** or **3** disturbance until they have left the premises.

  X   Procedures are in place if parents come to the school to check on and to check out their children that includes an orderly check out procedure requiring identification and using student attendance logs.

  X   Procedures are in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

**TRAINING:** *Georgia Emergency Management and Homeland Security Agency, local emergency management, or local law enforcement staff can provide training for Student Disruptions.*

## STUDENT RUNAWAY/ABDUCTION/ MISSING STUDENT

*Check the following to indicate compliance or leave blank if incomplete.*

### ➡ **Preparation**

- ☒ Procedures are in place to account for every student during the school day.
- ☒ Procedures are in place for daily attendance and notification of parents when students are absent.
- ☒ Procedures are in place for field-trip student rosters on each bus and a copy at the school.
- ☒ Procedures are in place at field-trip destination to account for all students upon arrival and prior to departure.
- ☒ School personnel are trained report any suspicious persons loitering on or near the school campus.
- ☒ Procedures are in place to limit access to the building and require identification and accountability procedures for adults who enter the school.
- ☒ Procedures are in place to when releasing students to parents or guardians.

### ➡ **Response** *(State law prohibits the exchange of child custody on school property.)*

- ☒ School personnel are trained on how to handle a missing child or abduction.
- ☒ School personnel are trained to call **911**.
- ☒ Procedures are in place to have a description or picture of the missing student ready to give law enforcement.
- ☒ Procedures are in place to notify the parents/guardians.
- ☒ Procedures are in place to notify transportation if the student normally rides the bus.
- ☒ Procedures are in place to conduct a room-by-room search for the student and other potential hiding areas.
- ☒ Procedures are in place to survey students from the missing student's class for information.
- ☒ Procedures are in place to closely monitor siblings of the missing student.
- ☒ Procedures are in place to notify other schools if siblings of the missing student attend a different school.
- ☒ Procedures are in place to secure the perimeter of the building.
- ☒ Procedures are in place to curtail outside activities until the situation has stabilized.
- ☒ Procedures are in place if parents come to the school to check on and to check out their children that includes an orderly check out procedure requiring identification and using student attendance logs.
- ☒ Procedures are in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

**TRAINING:** *Georgia Emergency Management and Homeland Security Agency, local emergency management, or local law enforcement staff can provide training for Student Runaway/Missing Children.*

## **REPORT OF A WEAPON ON CAMPUS**

*Check the following to indicate compliance or leave blank if incomplete.*

X Procedures are in place and school personnel have been trained to immediately inform the school resource officer or call 911 if a weapon is suspected on a student.

X Procedures are in place for the school resource officer or other law enforcement officer to be contacted with information about the student, location of the student, and the possible weapon.

X Procedures are in place for the school resource officer or other law enforcement officer and an administrator to escort the suspected student.

X Procedures are in place for school personnel to carry all of the student's belongings at a safe distance.

X Procedures are in place so the student always walks in front of the escort; never allow the student to walk behind any member of the escort.

X Procedures are in place to ensure that the student is not allowed to put his/her hands in pockets or to approach his/her belongings, nor should the student be allowed to go to a classroom or restroom while on the way to a private area.

X Procedures should be in place and school personnel trained to allow the school resource officer or other law enforcement officer to follow their procedures for search and seizure.

X School personnel, other than school resource officers, are told to NEVER attempt to unload a firearm or handle a firearm.

X Procedure is in place to show the school resource officer or other law enforcement officer the student's locker. School personnel should never open a student's locker who is suspected of possessing a weapon.

X School personnel are told to never confront or attempt to disarm a student who is suspected of possessing a weapon.

X School personnel are trained to follow the instructions and protocols of school resource officers or other law enforcement personnel if the suspect is in a classroom or other crowded area, because the approach to the student should be carefully planned.

X Procedures are in place if parents come to the school to check on and to check out their children that includes an orderly check out procedure requiring identification and using student attendance logs.

X Procedures are in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

## **ACTIVE SHOOTER**

     School personnel have been trained on and practiced active shooter response.

**TRAINING: Georgia Emergency Management and Homeland Security Agency, local emergency management, or local law enforcement staff can provide training for Report of Weapon on Campus and Active Shooter.**

## TORNADO

Check the following to indicate compliance or leave blank if incomplete.

### ➡ Definitions

- **Tornado WATCH:** Indicates that weather conditions are present that **may** develop into a tornado. *Move students from all mobile classrooms to the main building.*
- ⇒ **Tornado WARNING:** Indicates that a tornado has been sighted in the immediate area. *Protective measures must be taken immediately, starting with moving students from all mobile classrooms to the main building.*

### ➡ Preparedness

  X   School personnel are trained to understand the difference between a watch and a warning.

  X   School has designated the best areas to serve as shelters, such as interior rooms, hallways, lowest floors, enclosed smaller areas away from glass, etc. and shared that with school personnel.

  X   Diagrams of the building with marked safe areas are provided to school personnel that include the quickest route to access the safest areas.

  X   School personnel are trained to avoid the use of gyms and other areas with wide roof spans and glass.

  X   A tornado response plan is developed that shows safe places in the building for school personnel and students to move to during a tornado.

  X   A communication plan is in place to quickly move students and school personnel to safe locations in the building, including the use of lower floors and/or interior areas such as hallways (without skylights).

  X   First Aid supplies are current, conveniently located, and school personnel are designated that know how to apply first aid.

  X   At least twice a year, school personnel and students practice severe weather drills.

  X   School has a weather monitor device that alerts staff to tornado watches and warnings.

### Response to WARNING

  X   Procedures are in place to move students from all temporary or mobile classrooms Or gym to the main building.

  X   Procedures are in place to bring all students inside the building immediately.

  X   School personnel and students are instructed to take personal belongings only to provide extra protection from flying or falling debris (e.g., notebooks or coats to hold over head and shoulders).

  X   Procedures are in place to secure the building by closing windows and doors.

  X   School personnel and students are trained to seek cover in the designated safe areas and to take a protective seated position with hands/arms covering the head, neck and face.

     School personnel are trained to secure or store articles, when possible, that may become missing indoors.

  X   Staff members trained in CPR and First Aid should be assigned to the sheltered areas.

  X   Procedures are in place to prohibit school personnel and students from leaving the building during a warning.

X Procedures are in place to communicate with bus drivers on field trips to notify them of the warning and instruct them on finding appropriate sheltering.

X Teachers are trained to keep their class rosters with them during the drill and remain with the class to be sure all students are present and are taking safety precautions.

X Procedures are in place to decide if and when student can be released from school (students should not be released during a warning).

X School personnel and students are trained to remain in the safe areas until the all clear signal is given.

X Procedures are in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

X Procedures are in place to inspect the building after the storm and before students return to the school.

X Early dismissal procedures are in place if the storm caused damage to the school.

X Procedures are in place if parents come to the school to check on and to check out their children that includes an orderly check out procedure requiring identification and using student attendance logs.

X A protocol is in place to determine if the school is safe to return to normal operations.

X Procedures are in place to notify school personnel and parents/guardians about the status of the school.

X Procedures are in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

**TRAINING: *Georgia Emergency Management and Homeland Security Agency, National Weather Services, local emergency management, or local law enforcement staff can provide training for Tornado and other severe weather situations.***

## FLOODING

*Check the following to indicate compliance or leave blank if incomplete.*

- ☒ School personnel know the local history of flooding near the school.
- ☒ School personnel know what a river, stream, or lake height forecast means in terms of the school, community, bus routes and student residential areas.
- ☒ School personnel know local elevations.
- ☒ Procedures are in place for transportation routes to avoid flood-prone areas.
- ☒ Procedures are in place for students living in flood affected areas to be taken home early, kept at school, or taken to relatives.
- ☒ School personnel are designated to monitor weather conditions in the affected areas via radio, internet, or television broadcasts.
- ☒ School personnel are trained to closely monitor dismissal to keep students away from flooded areas, flooding, or possible flooding areas.
- ☒ School personnel and students have been trained about walking home from school to stay away from creeks, rivers, stream, lakes, dams, and any flooding areas or areas with flash flood potential.
- ☒ Procedures are in place to shut off the water at mains so that contaminated water will not back up into the school water supply system.
- ☒ Procedures are in place to quickly evacuate students in accordance with emergency early dismissal procedures when there is a risk of flooding.
- ☒ Procedures are in place if conditions do not allow students to evacuate. Use of shelter-in-place procedures are planned.
- ☒ Procedures are in place to respond to a flash flood.
- ☒ School personnel are trained how and where to relocate students from low-lying levels/areas.
- ☒ Procedures are in place to unplug electrical equipment.
- ☒ A protocol is in place to determine if the school is safe to return to normal operations.
- ☒ Procedures are in place to notify school personnel and parents/guardians about the status of the school.
- ☒ Procedures are in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

**TRAINING: Georgia Emergency Management and Homeland Security Agency, National Weather Services, local emergency management, or local law enforcement staff can provide training for Flooding and other severe weather situations.**

## EARTHQUAKE

Parts of Georgia are a MODERATE-EXPECTED EARTHQUAKE DAMAGE ZONE, according to the United States Geological Survey. Therefore, schools should be prepared.

*Check the following to indicate compliance or leave blank if incomplete.*

X School personnel and students are trained to take cover under desks, when possible, and cover their heads and necks.

X School personnel are trained to stay away from glass, heavy objects that could tilt over, outside windows and doors, shelves, and any objects that could fall.

X School personnel are trained to move students away from windows and relocate to the hallways or stairwells.

X School personnel are trained to immediately evacuate students if the earthquake begins to cause damage to the inside school building structure using emergency evacuation procedures, including accounting for all students and school personnel.

X School personnel are trained to move away from buildings, trees, fences, vehicles, poles, utility lines, and any other objects that could fall.

X School personnel are trained to stay away from the building and not reenter the building after an earthquake.

X Procedures are in place to have the building inspected before school personnel and students are allowed to re-enter the building.

X A protocol is in place to determine if the school is safe to return to normal operations.

   Procedures are in place to notify school personnel and parents/guardians about the status of the school.

X Procedures are in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

**TRAINING: *Georgia Emergency Management and Homeland Security Agency, National Weather Services, local emergency management, or local law enforcement staff can provide training for Earthquakes.***

## HURRICANE

*Check the following to indicate compliance or leave blank if incomplete.*

X Procedures are in place to monitor weather reports and be available to receive calls from emergency personnel, central office, GEMA/HS, and/or the National Weather Service.

X Procedures are in place to bring all outdoor equipment inside of the building when possible.

X Procedures are in place to move equipment away from doors and windows.



- X Procedures are in place to unplug all electrical equipment.
- X Procedures are in place to remove all objects that may fall to floor level.
- X Procedures are in place to contact GEMA/HS for more information on building preparations.
- X If the building has been designated as an evacuation shelter, procedures are in place to work with local emergency management and GEMA/HS.
- X Procedures are in place to work with GEMA/HS to develop a plan to provide provisions for temporary shelter and for checking-in and checking-out evacuees.
- X Procedures are in place to check school activity calendar to identify school activities or events that conflict within the estimated time period for the hurricane in order to re-schedule those activities and announce to students, staff, and public.
- X Procedures are in place with local emergency management to carefully survey the building after the hurricane has passed to assess danger.
- X School personnel are trained to not enter the building until an assessment has been completed by local emergency management.
- X Procedures are in place to take photographs of any building and grounds damage.
- X A protocol is in place to determine if the school is safe to return to normal operations.
- X Procedures are in place to notify school personnel and parents/guardians about the status of the school.
- X Procedures are in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

**TRAINING: *Georgia Emergency Management and Homeland Security Agency, National Weather Services, local emergency management, or local law enforcement staff can provide training for Hurricanes and other severe weather situations.***

### BACTERIA OR MICROORGANISM THREAT

Receipt of or threat to receive a bacteria-laced or microorganism-laced letter, box, container, envelope.

*Check the following to indicate compliance or leave blank if incomplete.*

  X   School personnel who handle mail and packages are trained to recognize unusual packages or letters (e.g., excess postage on a small package or letter indicates that the object was not weighed by the Post Office, no postage or non-canceled postage, handwritten notes such as “to be opened by Mr. Smith,” leaks, stains or sharp points.

  X   Students and volunteers are NOT allowed to open or handle school mail.

  X   School personnel are trained to call 911 to report a suspicious package.

  X   School personnel are trained to isolate letter or package and leave the area.

  X   Procedures are in place to evacuate and seal off the area of building (*See **Emergency Evacuation***).

  X   School personnel are assigned to prevent others from entering the area.

  X   Procedures are in place to isolate victim or victims who have come into contact with letter or package.

  X   Procedures are in place to identify victims fully with name, address, and telephone number for first responders and health officials.

  X   A protocol is in place to determine if the school is safe to return to normal operations.   X   Procedures are in place to notify school personnel and parents/guardians about the status of the school.

  X   Procedures are in place for administrative staff to prepare a written statement to be sent home with students or through social media to inform parents of the incident when appropriate.

**TRAINING: Georgia Emergency Management and Homeland Security Agency, local emergency management, or local law enforcement staff can provide training for Biological Incidents.**

### TRAINING REQUIREMENTS CHECKLIST

O.C.G.A. 20-2-1185 mandates each school to develop a Safe School Plan. The State Code also lists areas of mandatory training for all school personnel including administrators, teachers, school resource officers, security officers, secretaries, custodians, and bus drivers. A check indicates that the training is completed.

9/15/2022 **School violence prevention\*<sup>1</sup>**  
8/25/2022 **School security\***  
8/11/2022 **School site treat assessment\***  
8/11/2022 **Mental health awareness\*\***  
9/29/2022 **School emergency planning\***

\*GEMA/Homeland Security, local emergency management, and local law enforcement offer the training.

\*\*Georgia Department of Education offers the training.

<sup>1</sup> Implementation of the *Second Step Violence Prevention Program* meets the training requirement.

## **PREPAREDNESS AND RESPONSE PROTOCOLS FOR OTHER SITUATIONS**

Include in this section safe school plans for circumstances and conditions unique to the school, such as nearby railroad tracks, nearby above ground storage tanks (or industrial park), nearby airport, nearby correction facility, nearby expressway, nearby tractor-trailer truck route, nearby river, nearby flood plain, etc.

### **Example Items to Include in this Section**

**School is near an airport**

- ☐ Does the school have an evacuation plan based on the location of the airport and flight patterns?
- ☐ Does the airport staff know how to communicate with the school in the event of an emergency at or near the airport?
- ☐ Does the school have a way to communicate with the airport staff?
- ☐ Does the local fire department have an airport emergency plan; if so, does it include the school?

**School is near above-ground chemical storage tanks or an industrial park**

- ☐ Does the school have an evacuation plan based on the location of the storage tanks or industrial park?
- ☐ Does the chemical storage company or companies in the industrial park know how to communicate with the school in the event of an emergency?
- ☐ Does the school have a way to communicate with companies with the chemical storage tanks or with companies in the industrial park?
- ☐ Does the school have identified staff that can turn off the HVAC fresh-air mix?
- ☐ Does the local fire department have an emergency plan that includes the school?

**School is near railroad tracks**

- ☐ Does the school have a barrier to mitigate the effects of a derailment, such as berm between the tracks and the school?
- ☐ Does the school have an evacuation plan based on a possible derailment?
- ☐ Does the local fire department have an emergency plan? If so, does it include the school?

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# Safe School Plan Site Assessment Checklist

The Safe School Plan Site Assessment Checklist is offered as a self-assessment for schools. When a school answers a checklist item with a “no,” that or those items should be brought to the attention of the school district’s central office for discussion on plans to address that or those issues identified in the Safe School Plan Site Assessment.

Schools should attach the completed Safe School Plan Site Assessment Checklist to its Safe School Plan

## Safe School Plan Site Assessment Checklist

| Building and Grounds                                                                                                          |     |    |     |
|-------------------------------------------------------------------------------------------------------------------------------|-----|----|-----|
|                                                                                                                               | Yes | No | N/A |
| 1. If a classroom is vacant, students are restricted from entering unsupervised                                               | X   |    |     |
| 2. The bathroom walls are free of graffiti                                                                                    | X   |    |     |
| 3. The entrance lobby is visible from the main office                                                                         | X   |    |     |
| 4. Chemical storage areas are locked                                                                                          | X   |    |     |
| 5. Hallways are free of travel impediments                                                                                    | X   |    |     |
| 6. Boiler room/Power supply rooms are clean, free of debris, is not used for storage, access is controlled, and is inspected. | X   |    |     |
| 7. Restrooms are inspected for cleanliness and safety on a regular basis                                                      | X   |    |     |
| 8. Surveillance cameras and monitors are installed in strategic locations and are monitored                                   | X   |    |     |
| <i>Lighting</i>                                                                                                               | Yes | No | N/A |
| 1. The hallways are properly lighted                                                                                          | X   |    |     |
| 2. Bathrooms are properly lighted                                                                                             | X   |    |     |
| 3. Access to electrical panels is restricted                                                                                  | X   |    |     |
| 4. Hallways have emergency lighting and they are periodically tested                                                          | X   |    |     |
| <i>Doors</i>                                                                                                                  | Yes | No | N/A |
| 1. Faculty members are required to lock classrooms upon leaving                                                               | X   |    |     |

- |                                                                               |   |
|-------------------------------------------------------------------------------|---|
| 2. All outside entries to the building are locked, controlled, and supervised | X |
| 3. Doors accessing internal courtyards are locked to prevent outside entry    | X |
| 4. Mechanical rooms/hazardous material storage areas are kept locked          | X |
| 5. School has a record of maintenance work orders on doors/windows            | X |
| 6. Areas accessible to intruders are secure                                   | X |

| <i>Signage</i>                                                            | Yes | No | N/A |
|---------------------------------------------------------------------------|-----|----|-----|
| 1. Inside exit signs are clearly visible and lighted                      | X   |    |     |
| 2. Visitor signs are posted                                               | X   |    |     |
| 3. Weapons law signs/stickers are posted                                  | X   |    |     |
| 4. Tobacco free campus signs/stickers are posted                          | X   |    |     |
| 5. Choking guidelines posted in cafeteria                                 | X   |    |     |
| 6. Lab safety procedures are posted and reviewed                          | X   |    |     |
| 7. Fire extinguisher locations are clearly marked and regularly inspected | X   |    |     |
| 8. School staff is trained on the use of fire extinguishers.              | X   |    |     |
| 9. Stadium evacuation procedures are posted                               | X   |    |     |
| 10. Child abuse/neglect reporting phone number is posted                  | X   |    |     |

| <i>Extracurricular/Play Areas</i> | Yes | No | N/A |
|-----------------------------------|-----|----|-----|
|-----------------------------------|-----|----|-----|

|                                                                                |   |            |
|--------------------------------------------------------------------------------|---|------------|
| 1. Play areas are fenced                                                       | X |            |
| 2. Visual surveillance of play area is available                               | X |            |
| 3. Vehicular access to play areas is restricted                                | X |            |
| 4. Play equipment, bleachers, benches are in good condition                    | X |            |
| 5. Play/extracurricular areas are supervised when students are present         | X |            |
| 6. The school ground is free of obstacles, graffiti, trash, and debris         | X |            |
| 7. Emergency vehicles can access play and athletic fields easily               | X |            |
| 8. Surveillance cameras are installed in strategic locations to view play area | X |            |
| <i>Signage</i>                                                                 |   | Yes No N/A |
| 1. School Safety Zone signs are posted                                         | X |            |
| 2. Clearly marked visitor entrance to main office                              | X |            |
| 3. Visitor and handicapped parking areas are clearly marked                    | X |            |
| <i>Lighting</i>                                                                |   | Yes No N/A |
| 1. There is adequate lighting around the building                              | X |            |
| 2. Lighting is provided at the entrances                                       | X |            |
| 3. Directional lights aimed at the building                                    | X |            |
| <i>Windows and Doors</i>                                                       |   | Yes No N/A |
| 1. Windows and doors are in good repair                                        | X |            |



|                                                                                  |   |     |        |
|----------------------------------------------------------------------------------|---|-----|--------|
| 2. Windows and doors are adequately secured after hours                          | X |     |        |
| <i>Student Transportation Issues</i>                                             |   | Yes | No N/A |
| 1. Staff members are assigned to bus area during loading/unloading               | X |     |        |
| 2. Access to bus loading/unloading areas is restricted during arrival/ dismissal | X |     |        |
| 3. An area is designated as the pick-up/drop-off zone for non-bus riders         | X |     |        |
| 4. An emergency dismissal procedure is in place                                  | X |     |        |

## Cyber

| <i>Cyber</i>                                                                                      | Yes | No | N/A |
|---------------------------------------------------------------------------------------------------|-----|----|-----|
| Does your School Safety Plan include instructions on how to handle a Cyber related incident?      |     |    | X   |
| If so, is the plan tested? and how often?                                                         | X   |    |     |
| How is leadership advised of a cyber-related incident?                                            | X   |    |     |
| Is anyone on your staff trained in how to respond/report Cyber Incidents?                         | X   |    |     |
| Does your school maintain an inventory of all issued computers/devices?                           | X   |    |     |
| Is the staff required to periodically change their passwords? If so, how often?                   |     | X  |     |
| Do you use passwords of 8 characters or more?                                                     | X   |    |     |
| Do you verify that former staff access has been locked or deleted?                                | X   |    |     |
| Are routine back- ups of your system performed?                                                   | X   |    |     |
| Does your system automatically lock you out after 3-5 unsuccessful attempts to log in?            |     |    | X   |
| Is the staff allowed to download software without approval?                                       |     | X  |     |
| Are students taught about Cyber Security?                                                         | X   |    |     |
| Are safety measures in place to protect the school from students accessing School issued devices? |     |    | X   |
| Does your school/district have Cyber Insurance?                                                   | X   |    |     |

## School Policies

| <i>Security</i>                                                                                                | Yes | No | N/A |
|----------------------------------------------------------------------------------------------------------------|-----|----|-----|
| 15. Unused areas of the school can be closed off at any time                                                   | X   |    |     |
| 16. Two-way communication is possible with administrators, school resource officers, and local law enforcement | X   |    |     |

|                                                                                                                                |     |    |     |
|--------------------------------------------------------------------------------------------------------------------------------|-----|----|-----|
| 17. Teachers have the capability of communicating to main office from classroom                                                | X   |    |     |
| 18. There is a central alarm system                                                                                            | X   |    |     |
| 19. Photo ID cards/badges are issued to all employees and are visible                                                          | X   |    |     |
| 20. Visitors are required to sign in and out                                                                                   | X   |    |     |
| 21. Visitor/guests badges are issued                                                                                           | X   |    |     |
| 22. Shrubbery and trees do not block sight lines of campus                                                                     | X   |    |     |
| 23. Law enforcement monitors school grounds after regular school hours and can contact school administrator(s)                 | X   |    |     |
| 24. Security alarms are tested on a regular basis                                                                              | X   |    |     |
| 25. Proper photo ID is required of vendors, repairmen, etc.                                                                    | X   |    |     |
| 26. Procedures are in place in the cafeteria loading dock area to secure the outside door and identify persons before entering | X   |    |     |
| 27. Security procedures are in place for cafeteria staff or any other staff member that handles cash                           | X   |    |     |
| <i>Law Enforcement Role</i>                                                                                                    | Yes | No | N/A |
| 1. A School Resource Officer or other law enforcement staff member is assigned to the school or regularly visits the school    | X   |    |     |
| 2. Incidents of crime that occur on school property/events are reported to law enforcement and other appropriate agencies      | X   |    |     |
| 3. Law enforcement and emergency management personnel are involved in the development of school safety plan                    |     | X  |     |
| 4. The school and law enforcement have an agreement of understanding that defines the roles and responsibilities of each group | X   |    |     |
| 5. Local law enforcement provides after hours patrols of the school site                                                       | X   |    |     |
| <i>Emergency/Crisis Plan</i>                                                                                                   | Yes | No | N/A |

|                                                                                                          |   |     |    |     |
|----------------------------------------------------------------------------------------------------------|---|-----|----|-----|
| 1. The school has a Safe School Plan                                                                     | X | X   |    |     |
| 2. The Safe School plan includes all categories as required by Georgia law                               | X |     |    |     |
| 3. The Safe School Plan is reviewed and updated each year                                                | X |     |    |     |
| 4. The staff has received training on emergency procedures                                               | X |     |    |     |
| 5. The staff has access to and has practiced the Safe School Plan                                        | X |     |    |     |
| 6. The Emergency/Crisis Plan has been reviewed by local emergency management and law enforcement         |   |     |    |     |
| 7. Primary and secondary evacuation sites have been pre-determined for fire (500') & bomb threat (1000') | X |     |    |     |
| 8. Emergency table-top exercises and/or practices have been conducted with staff                         | X |     |    |     |
| 9. A reunification site has been established in case of emergency evacuation                             | X |     |    |     |
| 10. School staff is aware of proper response to blood and body fluid spills                              | X |     |    |     |
| 11. An appropriate number of staff members are trained in CPR                                            | X |     |    |     |
| 12. Fire/tornado drills are conducted as required by Georgia law                                         | X |     |    |     |
| 13. Intruder alert drills are conducted                                                                  | X |     |    |     |
| 14. Evacuation and alternative routes are posted                                                         | X |     |    |     |
| <i>Administrative Procedures</i>                                                                         |   | Yes | No | N/A |
| 1. The principal and administrative staff are highly visible                                             | X |     |    |     |
| 2. The Student Code of Conduct is revised and reviewed annually with school personnel and students       | X |     |    |     |
| 3. Students and/or parents sign for receipt of Student Code of Conduct                                   | X |     |    |     |

|                                                                                                                                                    |     |    |     |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|-----|
| 4. Behavioral expectations and consequences for violations are clearly outlined                                                                    | X   |    |     |
| 5. Disciplinary consequences are fairly and consistently enforced                                                                                  | X   |    |     |
| 6. A chain-of-command has been established when the principal is away                                                                              | X   |    |     |
| 7. Security measures/administrative supervision is established for extracurricular activities                                                      | X   |    |     |
| 8. Staff members are assigned to supervise students (halls/bus/restrooms/cafeteria)                                                                | X   |    |     |
| 9. Student medicines are secured (locked cabinet/desk)                                                                                             | X   |    |     |
| 10. Student check-out procedures are in place; only to an authorized adult                                                                         | X   |    |     |
| 11. Teachers/administrators are aware of mandatory reporting requirements (weapons, drugs, child abuse, etc.)                                      | X   |    |     |
| 12. Federal/state laws regarding students with disabilities are followed                                                                           | X   |    |     |
| 13. Policies and procedures have been developed to allow students to transfer to another school if they are a victim of a violent criminal offense | X   |    |     |
| 14. School personnel know the location of shutoffs for gas, water, HVAC, etc.                                                                      | X   |    |     |
| 15. School files and records are maintained in locked, fireproof containers or vaults                                                              | X   |    |     |
| 16. There is a control system in place to monitor keys and duplicates and/or card access systems                                                   | X   |    |     |
| <i>Data Collection and Reporting</i>                                                                                                               | Yes | No | N/A |
| 1. An incident reporting database has been established.                                                                                            | X   |    |     |
| 2. Discipline incidents are accurately recorded.                                                                                                   | X   |    |     |
| 3. Discipline incidents are regularly monitored.                                                                                                   | X   |    |     |
| 4. Administrators are aware of mandatory reporting requirements (weapons, drugs, child abuse, etc.).                                               | X   |    |     |

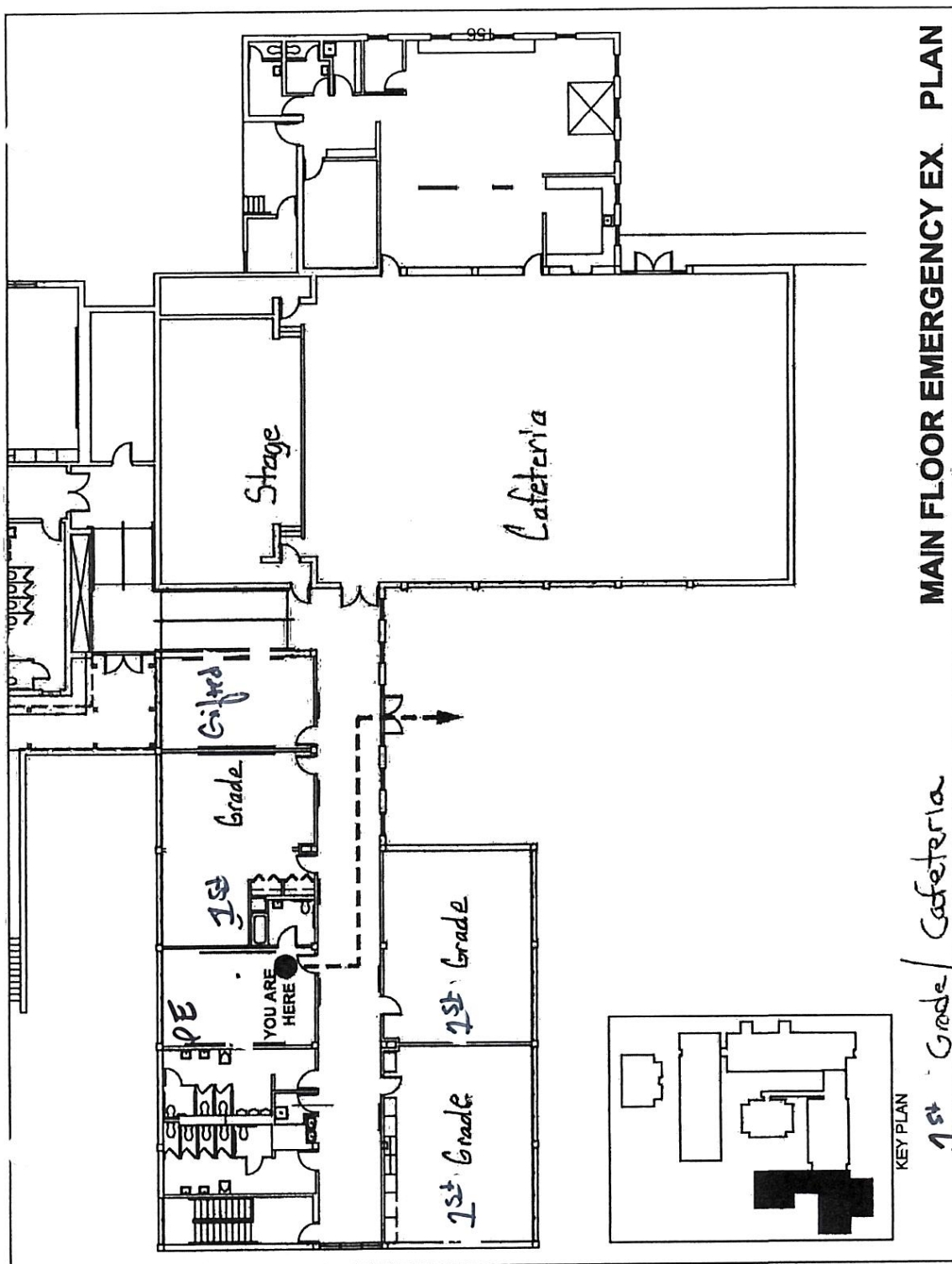
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|---------------------------------------------------------------------------------------------------------------------------------|-----|----|-----|
| 5. Chronic discipline procedures have been developed concerning students with recurring problems – referral to MTSS/RTI.        | X   |    |     |
| 6. Students are referred to a disciplinary tribunal hearing committee or hearing officer for serious violations of school rules | X   |    |     |
| 7. Unsafe School Choice Option (USCO) offenses are accurately reported                                                          | X   |    |     |
| Prevention, Intervention, Planning, Communications, Collaboration                                                               |     |    |     |
|                                                                                                                                 | Yes | No | N/A |
| 1. School implements PBIS to improve school climate.                                                                            | X   |    |     |
| 2. Students have access to conflict resolution/peer mediation programs.                                                         | X   |    |     |
| 3. Diversity awareness is emphasized.                                                                                           | X   |    |     |
| 4. Academic programs are available after a crisis to rebuild student skills.                                                    | X   |    |     |
| 5. Students and parents are aware of school student support resources.                                                          | X   |    |     |
| 6. Counselors facilitate student assistance programs/groups.                                                                    | X   |    |     |
| 7. Students have opportunities to be actively involved safety planning and recovery.                                            | X   |    |     |
| 8. Parents are encouraged to volunteer and play an active role in the school.                                                   | X   |    |     |
| 9. Suicide prevention programs are in place.                                                                                    | X   |    |     |
| 10. The school connects with community emergency responders to identify local hazards.                                          | X   |    |     |
| 10. School incorporates violence prevention strategies such as Second Step into the school.                                     | X   |    |     |
| 11. Review incident data and alter Safe School Plan to respond to the data.                                                     | X   |    |     |
| 12. Discussions have been held with local law enforcement and others on how to best handle student violence.                    | X   |    |     |

|                                                                                                                                                                                                                                                                                                              |     |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|
| 14. An assessment/survey was conducted to determine how crises impact the school.                                                                                                                                                                                                                            | X   |        |
| 16. Crisis plans exist in the district, school, and community.                                                                                                                                                                                                                                               | X   |        |
| 17. A list of stakeholders involved in crisis planning is maintained.                                                                                                                                                                                                                                        | X   |        |
| 18. Procedures are in place for communicating with staff, students, families, and the media.                                                                                                                                                                                                                 | X   |        |
| 19. Procedures are in place to account for students during a crisis.                                                                                                                                                                                                                                         | X   |        |
| 20. The school gathers information about the school facility, such as school building and grounds maps, and the location of utility shutoffs.                                                                                                                                                                | X   |        |
| 21. Necessary equipment has been identified assist staff in a crisis.                                                                                                                                                                                                                                        | X   |        |
|                                                                                                                                                                                                                                                                                                              | Yes | No N/A |
| 22. Stakeholders have been identified to be involved in developing the crisis management plan. Stakeholders provide feedback on sections of the plan that pertain to them. <i>(For example, ask families to comment on procedures for communicating with them during a crisis.)</i>                          | X   |        |
| 23. A working relationship has been established with emergency responders. It is important to learn how these organizations function and how you will work with each other during a crisis.                                                                                                                  | X   |        |
| 24. School leadership understands the kinds of support municipalities/counties can provide during a crisis, as well as any plans the city/county has for schools during a crisis.                                                                                                                            | X   |        |
| 25. Is the administrative staff aware of Incident Command protocols?                                                                                                                                                                                                                                         | X   |        |
| 26. Address how the school will communicate with all of the individuals who are directly or indirectly involved in the crisis. One of the first steps in planning for communication is to develop a mechanism to notify students and staff that an incident is occurring and to instruct them on what to do. | X   |        |

|                                                                                                                                                                                                                                                                                                                                       |     |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|
| 27. Procedures are in place for emergency responders so that they have complete access to the building.                                                                                                                                                                                                                               | X   |        |
| 28. A cache of first aid supplies, food, water, etc. for staff and students during the incident is maintained. Prepare response kits for secretaries, school nurses, and teachers. For nurse's kit consider students emergency medications as well as first aid supplies and needs of disabled students and school personnel.         | X   |        |
| 29. The evacuation plan includes backup buildings to serve as emergency shelters such as nearby community center, religious institutions, businesses, or other schools. Agreements for using these spaces have been negotiated or reconfirmed prior to the beginning of each school year.                                             | X   |        |
| 30. All staff members understand and have practiced lockdown procedures.                                                                                                                                                                                                                                                              | X   |        |
| 31. Shelter-in-Place plans have been developed. Students and staff are held in the building and the building is secured. Plans are in place to provide security, identify students and school personnel, feed and house students and school personnel, and to connect parents/guardians and emergency management and law enforcement. | X   |        |
| 32. Procedures are in place and staff have been identified to find and share safe school floor plans for first responders during an emergency.                                                                                                                                                                                        | X   |        |
|                                                                                                                                                                                                                                                                                                                                       | Yes | No N/A |
| 33. Be sure to inform families of release procedures before a crisis occurs. Accurate and practiced procedures for tracking student release and ensuring that students are only released to authorized individuals.                                                                                                                   | X   |        |
| 34. Staff understands they should <u>not delay calling 911</u> . It is better to have emergency responders on the scene as soon as possible, even if the incident has even resolved by the time they arrive, than to delay calling and risk further injury and damage.                                                                | X   |        |
| 35. Designate a location for emergency medical responders to treat the seriously injured. The school plan should identify qualified staff to work with emergency medical responders.                                                                                                                                                  | X   |        |

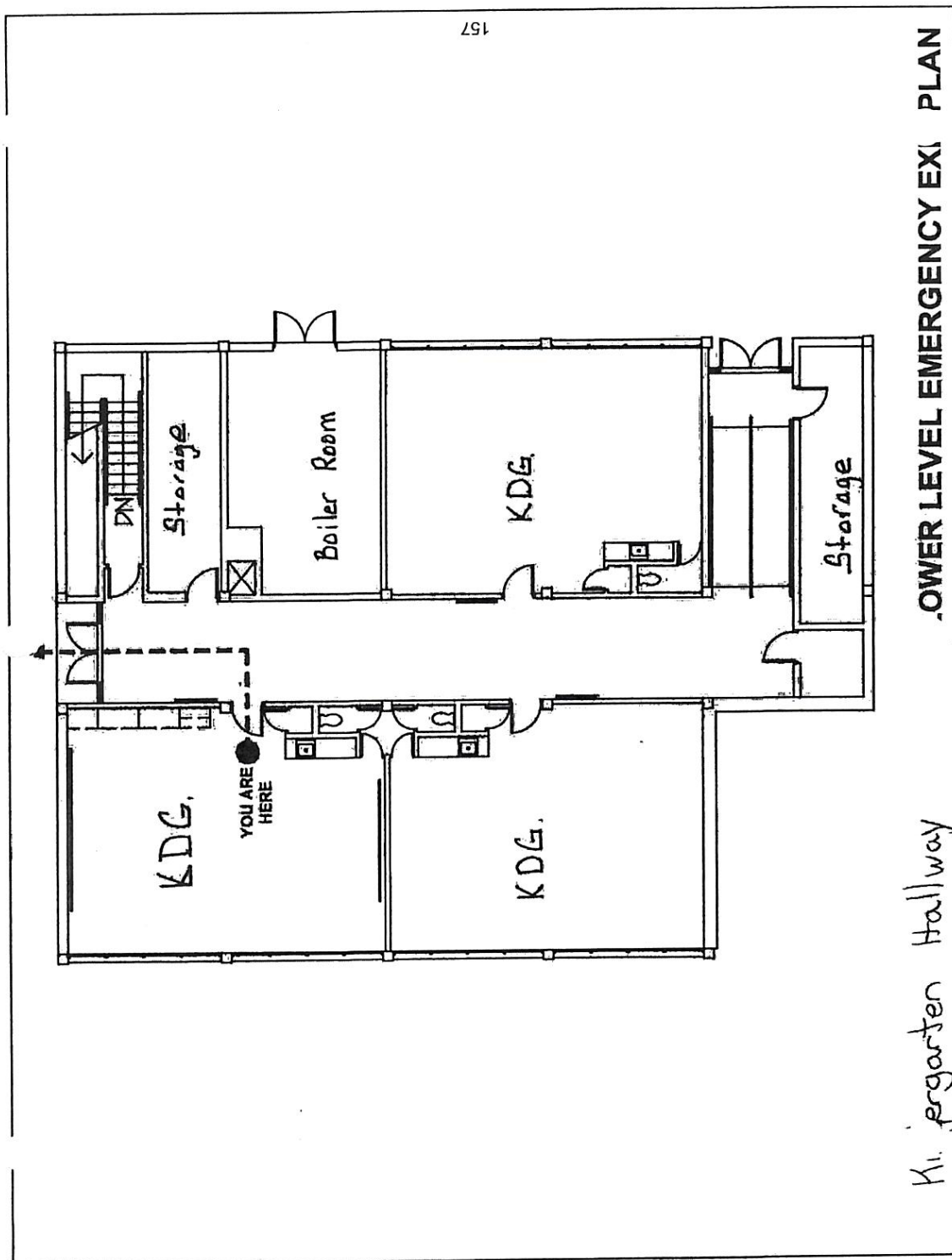


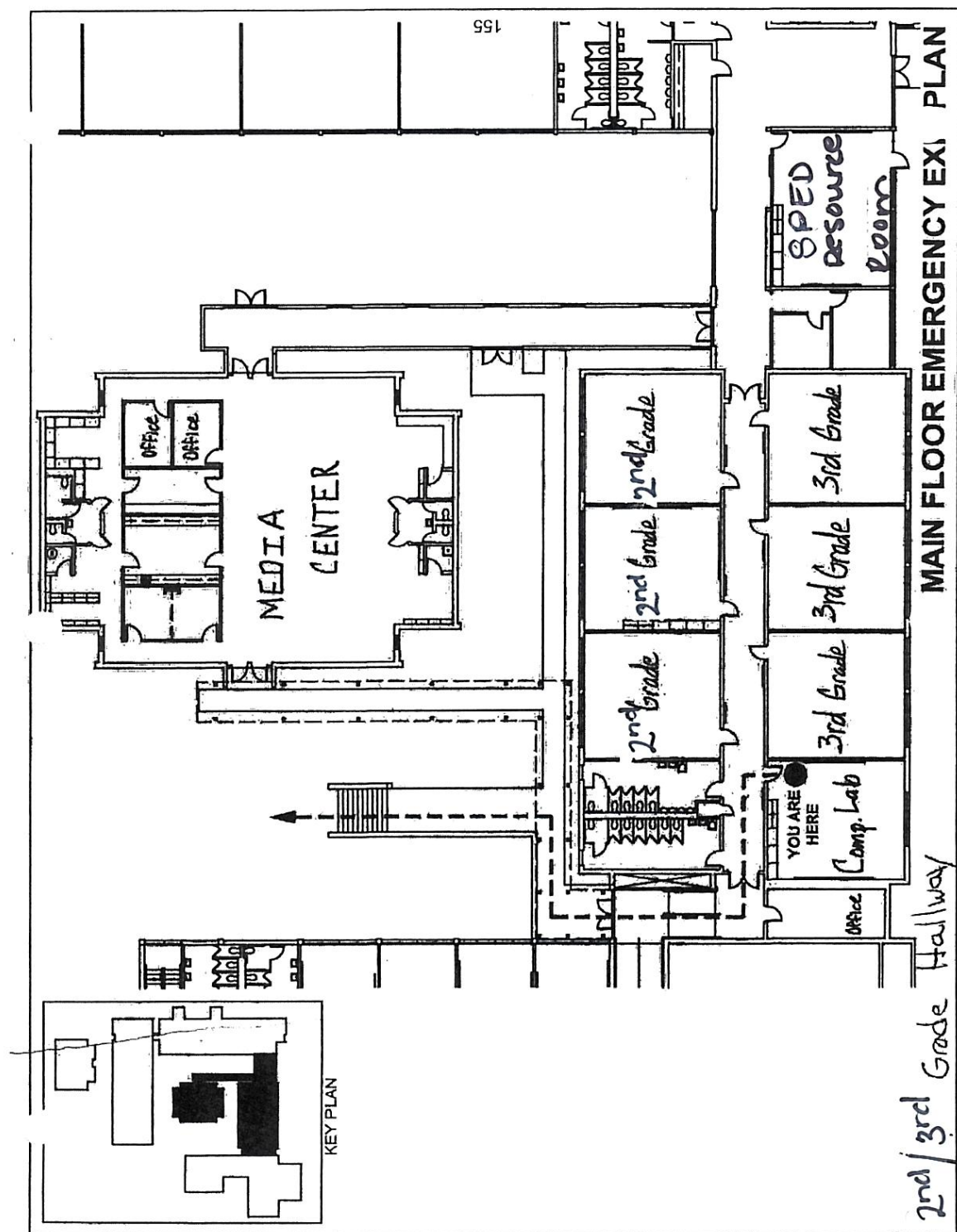
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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|
| 36. All information released to the media and public should be funneled through a single public information officer.                                                                                                                                                                                                                          | X   |        |
| 37. Staff been told to write down every action taken during the response. <i>(This provides a record of appropriate implementation of the crisis plan. Make a photo record of damage for insurance purposes and tracking financial expenditures related to the incident). Keep all original notes and records, these are legal documents.</i> | X   |        |
| Recovery                                                                                                                                                                                                                                                                                                                                      | Yes | No N/A |
| 1. Staff has been identified to check condition of building before re-opening.                                                                                                                                                                                                                                                                | X   |        |
| 2. Plans are in place for the Crisis Team to aid recovery.                                                                                                                                                                                                                                                                                    | X   |        |
| 3. Plans are in place to inform staff and parents of support services available for crisis recovery.                                                                                                                                                                                                                                          | X   |        |
| 4. Following a crisis, buildings and surrounding grounds may need repairing. Assign staff to conduct safety audits to determine what parts of the buildings can be used and plan for repairing those that are damaged.                                                                                                                        | X   |        |

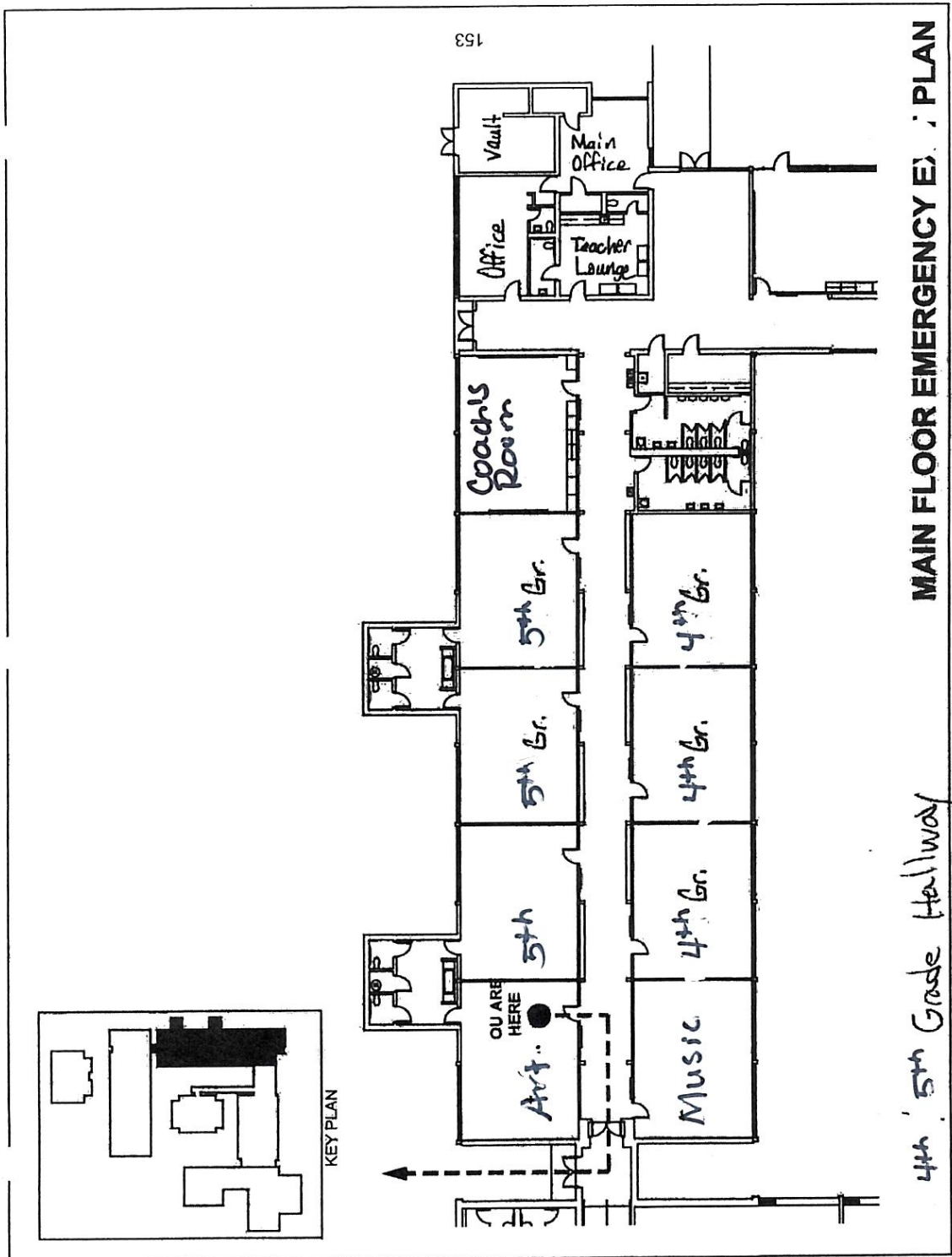


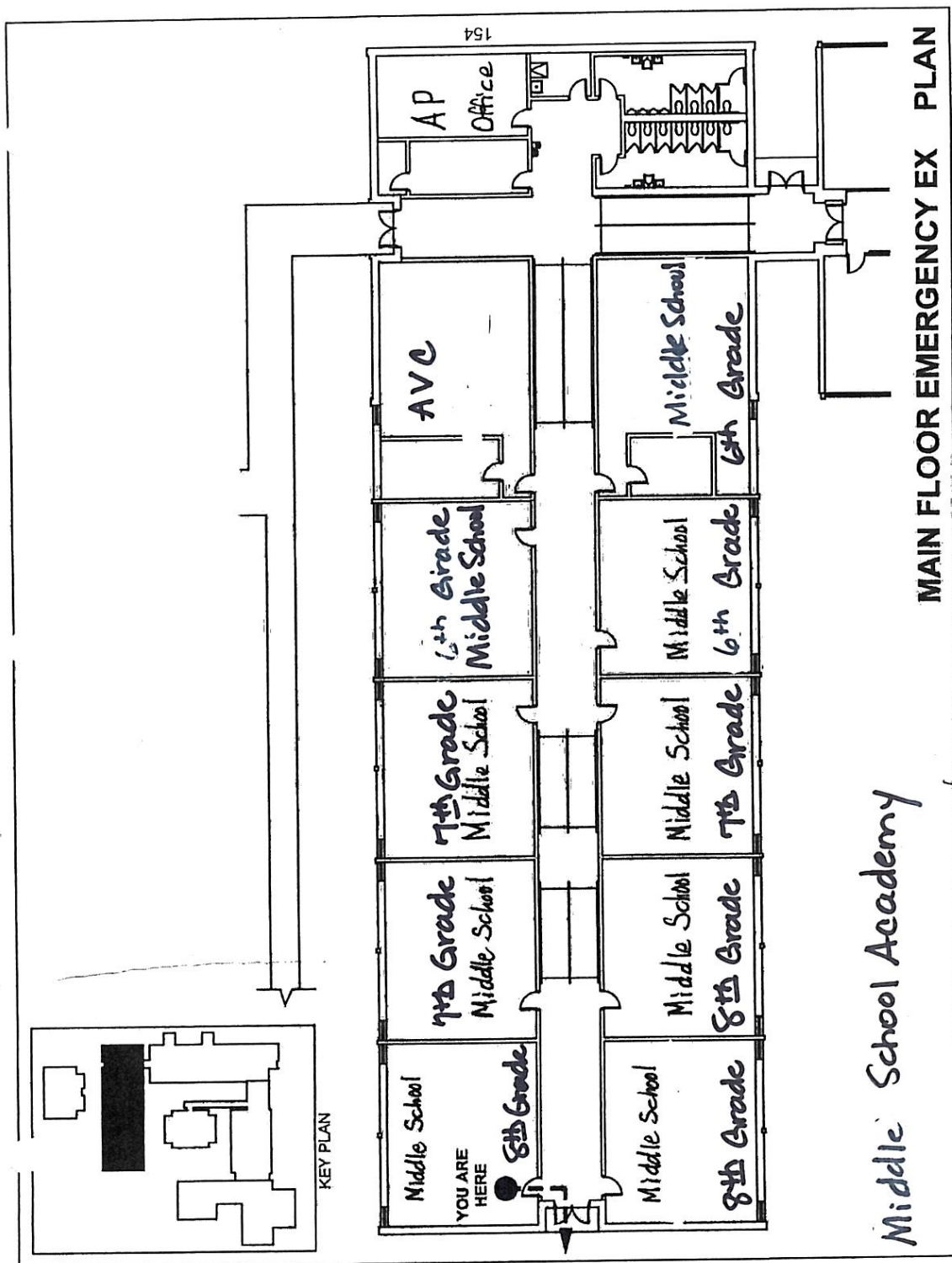
**MAIN FLOOR EMERGENCY EX. PLAN**

KEY PLAN  
1st Grade / Cafeteria

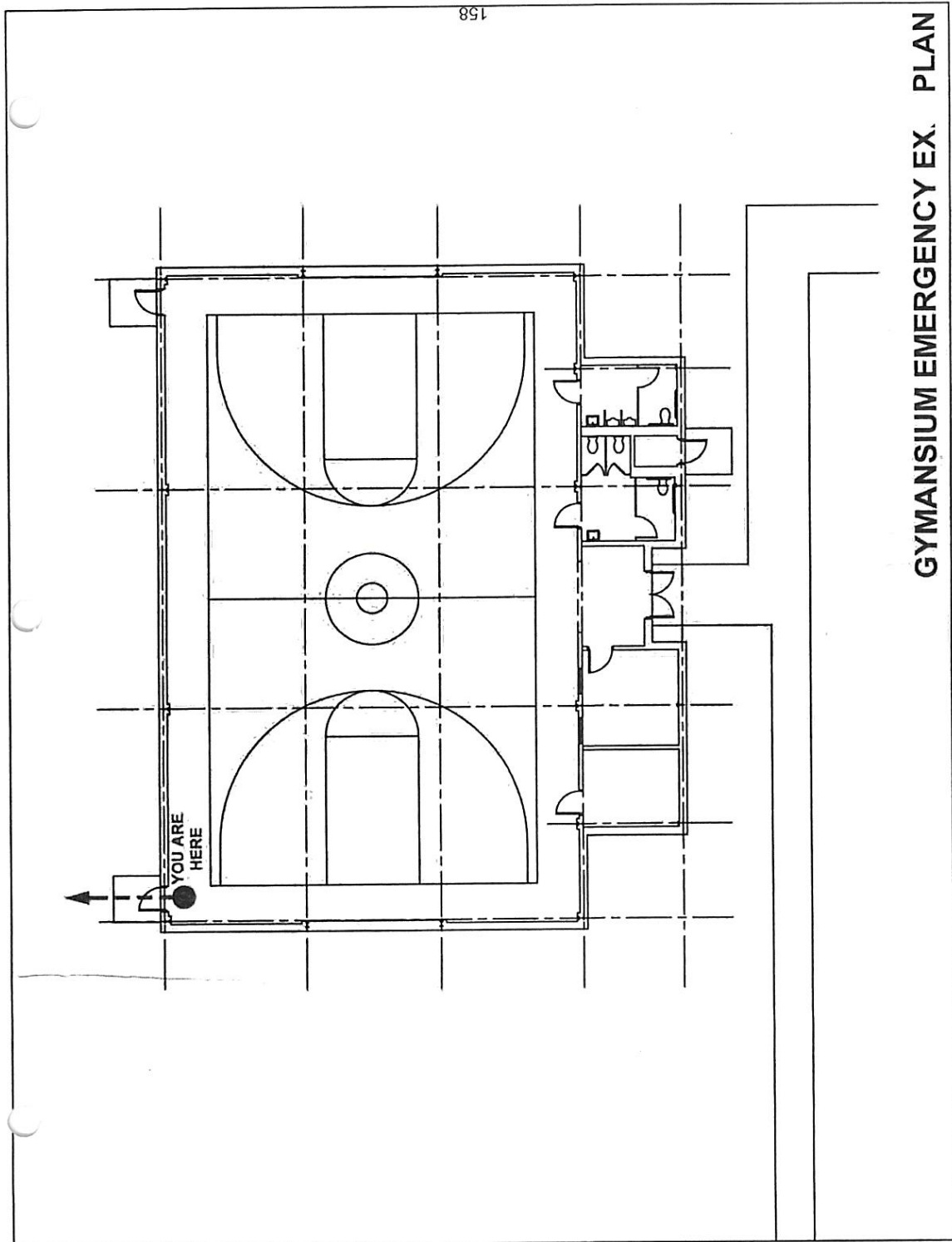












REQUIRED (Infinite Campus)  
DEKALB COUNTY SCHOOL SYSTEM  
SAFE SCHOOL PLAN  
2023-2024

CGIW1197 DEKALB PREPARATORY ACADEMY PAGE 1 080321 TIME 8:27 AM SAFE  
SCHOOL PLAN School Year 2022-2023

SAFE SCHOOL STUDENT & FACULTY POPULATION

Student(s) Population: 570

Faculty/Staff Population: 60

Transportation: 0 (Buses Needed to Evacuate)

Exceptional Ed Student(s) Population: 47

Exceptional Ed Student(s) Transportation:0 (Buses Needed to Evacuate)

Primary Relocation Site: Towers High School

Secondary Relocation Site: Peace Baptist Church

SAFE SCHOOL EMERGENCY PLANNING COMMITTEE

Principal: Dr. Viola Blackshear(Interim) Phone No.:404-694-7690

Asst. Principal: Wayne Dennis Phone No.: 732-979-5275

Phone No.: 770-912-0844

Phone No.: 678-274-8940

Phone No.: 478-484-4321

Other Staff: Nikki Glover Phone No.: 404-452-8997

Other Staff: Barbara Aaron

Counselor: Phone No.:

Teacher: Evelyn Guyton

Custodian: N/A

Student: N/A

Parent: Tricia Sinclair

Law Enforcement: Anthony Brooks

Fire Department: N/A

Community Leader:N/A

Other: N/A

Other: N/A



Other: N/A

Other: N/A

PAGE 3

TIME 8:27 AM

SAFE SCHOOL PLAN  
School Year 2023-2024

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): 08/11/2022  
August(2): 08/25/2022  
September: 09/15/2022  
October : 10/13/2022  
November : 11/10/2022  
December : 12/08/2022  
January : 01/12/2023  
February : 02/09/2023  
March : 03/09/2023  
April : 04/13/2023  
May : 05/11/2023

Identify primary and secondary relocation sites if evacuation from the campus is necessary:

Primary: Towers High School  
Secondary: Peace Baptist Church  
Secondary: Tabernacle Church

Tornado Drill(s):

First Semester Date: 11/10/2022

Intruder (Lockdown) Drills: First Semester Date: 08/18/2022

Type of Lockdown: LEVEL 3 Safe Schools Audit Score: N/A

Grades: K-8  
Grades: N/A  
Grades: N/A  
Grades: N/A

Second Semester Date:

Second Semester Drill is the Statewide Drill in

February of Each Year.  
Second Semester Date: 02/23/2023  
Type of Lockdown: LEVEL 3  
Safe Schools Audit Score: N/A

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DEKALB PREPARATORY ACADEMY

SAFE SCHOOL PLAN  
School Year 2023-2024  
STAFF EMERGENCY ASSIGNMENTS

Designated staff to prepare and maintain the Emergency Kits:  
Wayne Dennis & Zaykia Byrams

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Designated staff  
to contact Regional Superintendent:

to identify missing/absent students and staff: N/A  
to locate and identify the injured/sick: Nikki Glover

Designated staff  
N/A

N/A

Designated staff Jonathan Rice

N/A

N/A

Designated staff  
Jasmine Edmonds to accompany injured/sick to medical facilities

N/A

N/A

N/A

N/A

Identified staff trained in First Aid and CPR: Barbara Aaron,  
Zakiya Byrams, Karen Tino & Michael Newell

Designated staff to handle telephone calls: Mattie Reed N/A

N/A

Designated staff to receive parents/guardians at reunification  
site(s): NOTE: All students must be signed out by a parent or  
guardian. Please keep sign-out logs.

Zaykia Byrams

Bernard Robinson

Designated staff to show emergency personnel utility and ventilation shutoffs: Marian Simpson Susan Wright

Designated staff to assist with pedestrian traffic and on-campus vehicle traffic:

Johnathan Rice

Officer Brooks

N/A

Designated staff to make temporary ID badges for staff and emergency personnel: Marian Simpson Susan Wright

Name(s) of person(s) to contact after hours for after-school/extra curricular activities and programs:

Dr. Viola Blackshear

Evelyn Guyton

Tylina Swinger

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SAFE SCHOOL PLAN

School Year 2023-2024

EMERGENCY KITS CHECKLIST

A copy of the DCSD Emergency Response Procedures and Protocols Manual

A copy of the Safe School/Crisis Management Plan

Current call rosters of all students including pertinent medical information, phone number(s), release information and contact(s) information

Current list of all staff members including phone numbers and contact information

Copy of school or district personnel directory with phone numbers and contact information

10 writing tablets and pens/pencils

10 working magic makers

Signage for Staging Area

500 plain white peel-off name tag stickers (used to identify students, staff or Crisis Team)

Student release/sign-out sheets Staff sign-in/sign-out sheets

List of students on off-campus trips Five sets of safety gloves

Floor/Site Plan of the grounds and surrounding areas (Faculty floor plan with utility shut offs and detailed instruction on disablement)

Copies of photographs of the building(interior and exterior)

Copies of student and staff emergency contact/release information

Emergency Medical Information for the students & staff (Info. regarding students & staff with medical problems that may be impacted by evacuation/emergency)

Most recent yearbook Flashlight and extra batteries Bullhorn and extra batteries Cell phone and/or walkie-talkie

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Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

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DEKALB PREPARATORY ACADEMY

SAFE SCHOOL PLAN

School Year 2023-2024

EMERGENCY KITS CHECKLIST

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ANSWER Yes

Yes

Yes

Yes

Basic First-Aid Kit

Emergency phone numbers of assistance agencies Set of master keys

Bus routes and driver contact information

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Student and parents are expectations and school

DEKALB PREPARATORY ACADEMY

SAFE SCHOOL PLAN

School Year 2023-2024

ATTENDANCE AND DISCIPLINE

informed of student behavioral discipline procedures.

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Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

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.

All students are taught the contents of the Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook.

Grade-appropriate Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook tests are administered to all students.

All absent or new students receive and are taught the Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook.

Weapons, Drugs, Safe School Zone, and Bullying Signs are posted.

The state-sponsored Weapons and Drugs reporting number 1-877-SAY-STOP is posted.

A daily record of student absences is maintained and parents are contacted.

Students may be checked out of school ONLY by a parent or guardian.

The county-sponsored Alert Line reporting number 1-888-475-0482 is posted.

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SAFE SCHOOL PLAN  
School Year 2023-2024  
REPORTING/TRAINING CHECKLIST

Violations of state and federal laws that occur on school property or at school events are reported to a law enforcement agency.

A record is kept of disruptive, dangerous incidents on school property or at school events.

Administrators are designated to complete and file accident and incident reports.

All staff members are aware of child abuse/neglect reporting requirements.

All staff members are told to report unsafe and potentially unsafe situations and/or conditions to the administrative staff.

All staff members are told to report incidents of bullying and any other types of harassment.

At least one hour of personal safety instruction is scheduled for the staff.

Each teacher receives a copy of the Emergency Response Procedures and Protocols manual.

All staff members have or will receive information on the policy relative to student restraint.

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.

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Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

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SAFE SCHOOL PLAN

School Year 2023-2024

SAFETY AND SECURITY CHECKLIST

All windows are in good repair with no broken or missing windows.

Surveillance cameras and monitors are in good working order.

Staff members are trained on the proper use and maintenance of surveillance cameras.

All cameras are operable and the monitors are placed where staff can see them.

Glass in entrance doors is safety glass.

Door-locking hardware is in proper working order.

Door panic bars are operable and in good working condition.

Handrails and non-slip steps are provided in stairways.

Access to electrical panels in all areas is restricted.

All portals/hatches are secured with hasps and padlocks.

Mobile classrooms, outbuildings, and storage sheds are secured and locked.

Building access control is assigned to an administrator. Keys and duplicates are kept in a locked key cabinet.

Master keys are kept to a minimum and the control access system is monitored.

Keys and employee IDs are collected from employees who no longer work in the office.

All keys are checked in and accounted for at the end of the school year.

Areas around the building and mobile classrooms are lighted.

Chemical storage areas are locked and inventoried on a regular basis.

Science lab equipment and chemicals are secured and inventoried on a regular basis.

Access to bus loading areas is restricted during arrival and dismissal.

Staff members are assigned to student parking areas at arrival and dismissal.

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Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

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Yes

Yes

Yes

Yes

Yes

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ANSWER

Yes

Yes

Yes

Yes



Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Parking be seen

An area riders.

SAFE SCHOOL PLAN  
School Year 2023-2024  
SAFETY AND SECURITY CHECKLIST

areas are supervised during the school day or can from the school.

is designated as the pick-up/drop-off area for car

Exterior and interior walls are free from graffiti.

Graffiti is reported to the school police immediately and not cleaned until cleared by police.

School personnel know locations of shutoffs for water, gas, HVAC vents.

Hallways are clear of travel impediments during the school day and during night activities.

Vehicle access to playground/athletic areas is restricted.

All playground/athletic areas are fenced and are supervised when students are present.

Playground and athletic equipment is in good repair and is inspected frequently.

Visitor policy signs and trespassing signs are displayed in plain view and are in good repair.

All visitors, including parents, are required to sign in at the front office and wear an ID badge.

All visitors check out upon leaving the building and turn in their ID badge.

Visitor parking is clearly marked.

All employees wear ID badges at all times during work/school hours.

All commercial deliveries are made at one designated entrance.

All commercial deliveries are inventoried by an employee. Delivery persons are accompanied by an employee.

All food deliveries are inspected and inventoried by food service personnel.

Students are issued parking permits for school parking only upon proof of a valid driver's license.

Student access to parking areas during the school day is restricted.

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#### DEKALB PREPARATORY ACADEMY

#### SAFE SCHOOL PLAN

School Year 2023-2024

#### SAFETY AND SECURITY CHECKLIST

Student drivers are aware that vehicles are subject to search when on school property.

Employees are aware of their responsibility for items in their vehicle while on DCSD property.

Students are restricted from entering or remaining in vacant classrooms.

At the end of the work/school day, all exterior doors and restrooms are checked.

Classroom-to-office communications is operable and routinely tested.

Walkie-talkies are strategically located throughout the building and are in fair working condition.

All school equipment has been labeled and inventoried.

An updated equipment inventory is maintained throughout the school year.

All fundraising money or checks are given to the bookkeeper daily.

All fundraising money or checks are placed in the school vault daily.

Building vault has controlled access and can be opened from the inside.

School cafeteria daily receipts are transported with an escort to the office/vault area.

Cafeteria is arranged so tables and chairs do not block access to doors.

Fire extinguisher, First Aid Kit, and Choking Posters are in the break-area/cafeteria.

Student medicine procedures are available to student and parents.

Student medicine is identified by name, doctor, dispensing instructions, and is dated.

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Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Student medicine is secured at all times.

(locked) with controlled access  
time they take their medication.

Students take  
may keep asthma medication or EpiPen with them if they have a  
doctors note.

Students sign and date each  
their medication in the office area. Students

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SAFE SCHOOL PLAN

School Year 2023-2024

SAFETY AND SECURITY CHECKLIST

All student medication is picked up by parent at the end of the  
school year.

School staff is aware of proper response to blood and other body  
fluid spills.

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Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Students/staff use during experiments

Science/lab safety practiced.

lab/science safety equipment at all times and lessons.

procedures are posted, reviewed, and

Fire extinguishers

are routinely inspected.

are located throughout the building and

The locations of fire extinguishers are clearly marked and fire extinguishers are accessible.

Staff members have been trained on proper use of fire extinguishers.

Mechanical rooms and other hazardous material storage areas are locked.

Area at and near the dumpster is clean and free of flammables.

All vehicles are kept out of all fire lanes at all times.

Boiler room is clean, free of debris, and is NOT used for storage.

Access to boiler room is restricted and the boiler room is routinely inspected.

Restrooms are clean and are inspected on a regularly basis throughout the day.

Procedures are in place to evacuate disabled students and staff/visitors.

Copies of the Emergency Response Procedures and Protocols manual are distributed to all staff members.

New and temporary staff members are informed of emergency and safety procedures.

The staff is trained in Intruder Alert Procedures, including the alert and clear signals.

School bus safety rules are distributed to all students.

All students participate in school bus emergency evacuations drills twice per year.

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SAFE SCHOOL PLAN

School Year 2023-2024

SAFETY AND SECURITY CHECKLIST

For every field trip, a complete manifest of students and staff is on each school bus and a copy is left at the school.

The intrusion alarm system and fire alarm system are operational and are periodically inspected and tested.

A list is maintained of staff members who are trained and authorized to activate and deactivate the alarm system.

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.

All students and staff members are brought into the building from mobile classrooms during storm warnings.

Emergency early dismissal procedures are in place and practiced. Staff members are designated to secure the building after school hours.

A list is maintained of after-school/extra-curricular activities and programs.

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.

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.

The school has implemented an anti-bullying and anti-harassment program/strategy.

A procedure has been established to track reports made by students and staff of bullying and harassment incidents.

A procedure has been established to investigate reports made by victims of bullying or reports made by their parents.

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.

Elementary Schools: The school has implemented or has plans to implement the DeKalb County Fire Departments Risk Watch Program.

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Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

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SAFE SCHOOL PLAN

School Year 2023-2024

SAFETY AND SECURITY CHECKLIST

Procedures have been developed for two-way communication with portable classrooms/modules.

Portable classrooms are locked when unoccupied.

Portable classroom doors are locked when class is in session.

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Yes

Yes

Yes

# EXHIBIT 23: DEKALB PREPARATORY ACADEMY

| 5 YEAR BUDGET PROJECTION                                      |               |            |             |            |             |            |             |            |             |            |             |            |          |  |          |  |                                                                               |
|---------------------------------------------------------------|---------------|------------|-------------|------------|-------------|------------|-------------|------------|-------------|------------|-------------|------------|----------|--|----------|--|-------------------------------------------------------------------------------|
| School Name:                                                  | FY2024        |            | FY2024      |            | FY2025      |            | FY2025      |            | FY2026      |            | FY2027      |            | FY2028   |  | FY2029   |  |                                                                               |
|                                                               | 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                                                   |               |            |             |            |             |            |             |            |             |            |             |            |          |  |          |  |                                                                               |
| Number of Students                                            |               |            | 585         |            | 585         |            | 585         |            | 585         |            | 585         |            | 585      |  | 585      |  | Notes                                                                         |
| Facility Square Footage                                       |               |            |             |            |             |            |             |            |             |            |             |            |          |  |          |  | Year 0 525 with 33 increase in Year 1                                         |
| Number of Full Time Employees                                 | 65            |            | 67          |            | 67          |            | 67          |            | 67          |            | 67          |            | 67       |  | 67       |  |                                                                               |
| Full Time Employees (eligible for benefits)                   | 65            |            | 67          |            | 67          |            | 67          |            | 67          |            | 67          |            | 67       |  | 67       |  |                                                                               |
| Number of Administrators                                      | 4             |            | 4           |            | 4           |            | 4           |            | 4           |            | 4           |            | 4        |  | 4        |  | 1 ED, 1 Principal, 1 AP and 1 CFO                                             |
| Number of Teachers                                            | 40            |            | 42          |            | 42          |            | 42          |            | 42          |            | 42          |            | 42       |  | 42       |  |                                                                               |
| Number of Other Instructional Staff                           | 9             |            | 9           |            | 9           |            | 9           |            | 9           |            | 9           |            | 9        |  | 9        |  | 7 Para, 1 counselor, 1 social work                                            |
| Number of Clerical Staff                                      | 8             |            | 8           |            | 8           |            | 8           |            | 8           |            | 8           |            | 8        |  | 8        |  |                                                                               |
| Number of Maintenance Staff                                   | 2             |            | 2           |            | 2           |            | 2           |            | 2           |            | 2           |            | 2        |  | 2        |  |                                                                               |
| Number of Food Service Staff                                  | 2             |            | 2           |            | 2           |            | 2           |            | 2           |            | 2           |            | 2        |  | 2        |  |                                                                               |
| Student Teacher Ratio                                         |               |            | 14          |            | 14          |            | 14          |            | 14          |            | 14          |            | 14       |  | 14       |  |                                                                               |
| Revenue Per Pupil (State and/or Local)                        |               |            | \$11,885    |            | \$11,885    |            | \$12,123    |            | \$12,123    |            | \$12,123    |            | \$12,365 |  | \$12,365 |  | Year 0 per FTE funding is \$11885 per county monthly distriction              |
| Average Teacher Salary                                        | \$54,050      |            | \$55,131    |            | \$56,234    |            | \$57,358    |            | \$58,505    |            | \$59,676    |            | \$59,676 |  | \$59,676 |  | Include 2% increase per year                                                  |
| REVENUES                                                      |               |            |             |            |             |            |             |            |             |            |             |            |          |  |          |  |                                                                               |
| State and/or Local Revenue (Rev Per Pupil*# of students)      | \$0           | 0.0%       | \$6,952,725 | 89.7%      | \$6,952,725 | 89.5%      | \$7,091,780 | 89.5%      | \$7,091,780 | 89.2%      | \$7,233,615 | 89.2%      |          |  |          |  | Anticipate at least 2% increase every other year                              |
| 3% District Administrative Fee (Explain any changes in notes) | \$0           | 0.0%       | (\$208,582) | -2.7%      | (\$208,582) | -2.7%      | (\$212,753) | -2.7%      | (\$212,753) | -2.7%      | (\$217,008) | -2.7%      |          |  |          |  |                                                                               |
| Meal Fees                                                     | \$390,288     | 5.3%       | \$409,802   | 5.3%       | \$417,998   | 5.4%       | \$426,358   | 5.4%       | \$434,886   | 5.5%       | \$443,583   | 5.5%       |          |  |          |  | Y1 Included additional 33 student, then 2% increase per year                  |
| Donation                                                      | \$1,500       | 0.0%       | \$1,530     | 0.0%       | \$1,561     | 0.0%       | \$1,592     | 0.0%       | \$1,624     | 0.0%       | \$1,656     | 0.0%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Fundraising/miss sales                                        | \$115,000     | 1.6%       | \$117,300   | 1.5%       | \$119,646   | 1.5%       | \$122,039   | 1.5%       | \$124,480   | 1.6%       | \$126,969   | 1.6%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Investment Income                                             | \$370         | 0.0%       | \$377       | 0.0%       | \$385       | 0.0%       | \$393       | 0.0%       | \$400       | 0.0%       | \$409       | 0.0%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Student Activities                                            | \$125,550     | 1.7%       | \$127,857   | 1.6%       | \$130,414   | 1.7%       | \$133,022   | 1.7%       | \$135,681   | 1.7%       | \$138,397   | 1.7%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Other revenue provided by county                              | \$50,000      | 0.7%       | \$51,000    | 0.7%       | \$52,020    | 0.7%       | \$53,060    | 0.7%       | \$54,122    | 0.7%       | \$55,204    | 0.7%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Other grants                                                  | \$292,050     | 4.0%       | \$297,891   | 3.8%       | \$303,849   | 3.9%       | \$309,926   | 3.9%       | \$316,124   | 4.0%       | \$322,447   | 4.0%       |          |  |          |  | Based on prior year actual, facility, Title I and IV                          |
| QBE Year 0                                                    | \$6,560,520   | 89.4%      |             | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       |          |  |          |  | Year 0 QBE allotment actual                                                   |
| 3% District Administrative Fee (Explain any changes in notes) | (\$106,816)   | -2.7%      | \$0         | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       |          |  |          |  | Year 0 3% admin fees                                                          |
| Total Revenues                                                | \$7,338,262   |            | \$7,749,901 |            | \$7,770,016 |            | \$7,925,417 |            | \$7,946,344 |            | \$8,105,271 |            |          |  |          |  |                                                                               |
| EXPENSES                                                      |               |            |             |            |             |            |             |            |             |            |             |            |          |  |          |  |                                                                               |
| PERSONNEL                                                     |               |            |             |            |             |            |             |            |             |            |             |            |          |  |          |  |                                                                               |
| Principal                                                     | \$161,881.32  | 2.2%       | \$165,119   | 2.1%       | \$168,421   | 2.2%       | \$171,790   | 2.2%       | \$175,226   | 2.2%       | \$178,730   | 2.2%       |          |  |          |  | 1 Principle, 1 AP Included 2% increase per year                               |
| Social Services (Social Worker/Counselor/Nurse)               | \$159,900.50  | 2.2%       | \$163,099   | 2.1%       | \$166,360   | 2.2%       | \$169,688   | 2.2%       | \$173,081   | 2.2%       | \$176,543   | 2.2%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Technology Support                                            | \$65,000      | 0.9%       | \$66,300    | 0.9%       | \$67,626    | 0.9%       | \$68,979    | 0.9%       | \$70,358    | 0.9%       | \$71,765    | 0.9%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Teachers                                                      | \$2,162,000   | 29.7%      | \$2,315,502 | 30.0%      | \$2,361,812 | 30.6%      | \$2,409,048 | 30.6%      | \$2,457,229 | 31.2%      | \$2,506,374 | 31.2%      |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Art/PE/Comp Sci                                               | \$8,903.50    | 0.0%       | \$100,882   | 1.3%       | \$102,399   | 1.3%       | \$104,967   | 1.3%       | \$107,556   | 1.4%       | \$109,197   | 1.4%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Athletics/ExtraCurricular Coaches                             |               | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Guidance Counselor                                            |               | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       | \$0         | 0.0%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Special Education Teacher                                     | \$65,000      | 0.9%       | \$66,300    | 0.9%       | \$67,626    | 0.9%       | \$68,979    | 0.9%       | \$70,358    | 0.9%       | \$71,765    | 0.9%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Office Manager                                                | \$123,852.82  | 1.7%       | \$125,820   | 1.6%       | \$128,336   | 1.7%       | \$130,903   | 1.7%       | \$133,521   | 1.7%       | \$136,191   | 1.7%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Office Assistant                                              | \$123,619.14  | 1.7%       | \$126,092   | 1.6%       | \$128,613   | 1.7%       | \$131,186   | 1.7%       | \$133,809   | 1.7%       | \$136,486   | 1.7%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Business manager                                              | \$66,762.26   | 0.9%       | \$68,098    | 0.9%       | \$69,459    | 0.9%       | \$70,849    | 0.9%       | \$72,266    | 0.9%       | \$73,711    | 0.9%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Maintenance                                                   | \$74,344.86   | 1.0%       | \$75,832    | 1.0%       | \$77,348    | 1.0%       | \$78,895    | 1.0%       | \$80,473    | 1.0%       | \$82,083    | 1.0%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Food Service                                                  | \$2,265.72    | 0.0%       | \$63,511    | 0.8%       | \$64,781    | 0.8%       | \$66,077    | 0.8%       | \$67,398    | 0.9%       | \$68,746    | 0.9%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Retirement Benefits                                           | \$727,412     | 10.0%      | \$912,308   | 11.8%      | \$739,333   | 10.1%      | \$794,920   | 10.1%      | \$810,818   | 10.3%      | \$827,034   | 10.3%      |          |  |          |  | Based on FY23 IRS contribution rate at 19.88%                                 |
| Health Benefits                                               | \$450,000     | 6.2%       | \$459,000   | 5.9%       | \$468,180   | 6.1%       | \$477,544   | 6.1%       | \$487,094   | 6.2%       | \$496,836   | 6.2%       |          |  |          |  | Y1 Included additional 33 student, then 2% increase per year                  |
| FICA                                                          | \$87,384      | 1.2%       | \$91,753    | 1.2%       | \$93,588    | 1.2%       | \$95,460    | 1.2%       | \$97,369    | 1.2%       | \$99,316    | 1.2%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Other Payroll Expenses/Taxes                                  | \$53,572.38   | 3.5%       | \$58,644    | 3.3%       | \$63,817    | 3.4%       | \$69,093    | 3.4%       | \$74,475    | 3.5%       | \$79,964    | 3.5%       |          |  |          |  | Based on prior year actual with 2% increase per year. 7 Para                  |
| Executive Director                                            | \$176,800.00  | 2.4%       | \$180,336   | 2.3%       | \$183,943   | 2.4%       | \$187,622   | 2.4%       | \$191,374   | 2.4%       | \$195,201   | 2.4%       |          |  |          |  | 1 ED, included 2% increase per year                                           |
| Registrar                                                     | \$47,599.97   | 0.7%       | \$48,552    | 0.6%       | \$49,523    | 0.6%       | \$50,513    | 0.6%       | \$51,524    | 0.7%       | \$52,554    | 0.7%       |          |  |          |  | 1 FT, Based on prior year actual with 2% increase per year                    |
| Total Personnel                                               | \$4,905,858   | 67.3%      | \$5,287,145 | 68.4%      | \$5,241,667 | 67.8%      | \$5,346,500 | 67.9%      | \$5,453,430 | 69.2%      | \$5,562,499 | 69.2%      |          |  |          |  |                                                                               |
| INSTRUCTION                                                   |               |            |             |            |             |            |             |            |             |            |             |            |          |  |          |  |                                                                               |
| Textbooks                                                     | \$16,500      | 0.2%       | \$17,325    | 0.2%       | \$17,872    | 0.2%       | \$18,025    | 0.2%       | \$18,385    | 0.2%       | \$18,753    | 0.2%       |          |  |          |  | Y1 Included additional 33 student, then 2% increase per year                  |
| Classroom Supplies                                            | \$178,000     | 2.4%       | \$186,900   | 2.4%       | \$190,638   | 2.5%       | \$194,451   | 2.5%       | \$198,340   | 2.5%       | \$202,307   | 2.5%       |          |  |          |  | Y1 Included additional 33 student, then 2% increase per year                  |
| Computers                                                     | \$40,840      | 0.6%       | \$42,882    | 0.6%       | \$43,740    | 0.6%       | \$44,614    | 0.6%       | \$45,507    | 0.6%       | \$46,417    | 0.6%       |          |  |          |  | Y1 Included additions, and annual replacement value with 2% increase per year |
| Software                                                      | \$39,690      | 0.5%       | \$41,675    | 0.5%       | \$42,508    | 0.6%       | \$43,358    | 0.6%       | \$44,225    | 0.6%       | \$45,110    | 0.6%       |          |  |          |  | Y1 included additional 33 student, then 2% increase per year                  |
| Field Trips                                                   | \$58,000      | 0.8%       | \$60,900    | 0.8%       | \$62,118    | 0.8%       | \$63,360    | 0.8%       | \$64,628    | 0.8%       | \$65,920    | 0.8%       |          |  |          |  | Y1 included additional 33 student, then 2% increase per year                  |
| Instructional Equipment                                       | \$50,000      | 0.7%       | \$52,500    | 0.7%       | \$53,550    | 0.7%       | \$54,621    | 0.7%       | \$55,713    | 0.7%       | \$56,828    | 0.7%       |          |  |          |  | Y1 Included additional 33 student, then 2% increase per year                  |
| Library and Media Center                                      | \$10,190      | 0.1%       | \$10,700    | 0.1%       | \$10,913    | 0.1%       | \$11,132    | 0.1%       | \$11,354    | 0.1%       | \$11,581    | 0.1%       |          |  |          |  | Y1 Included additional 33 student, then 2% increase per year                  |
| Student Assessment                                            | \$35,000      | 0.5%       | \$36,750    | 0.5%       | \$37,485    | 0.5%       | \$38,235    | 0.5%       | \$38,999    | 0.5%       | \$39,779    | 0.5%       |          |  |          |  | Y1 included additional 33 student, then 2% increase per year                  |
| Classroom Furniture                                           | \$15,000      | 0.2%       | \$15,750    | 0.2%       | \$16,065    | 0.2%       | \$16,386    | 0.2%       | \$16,714    | 0.2%       | \$17,048    | 0.2%       |          |  |          |  | Y1 Included additional 33 student, then 2% increase per year                  |
| PE Equipment                                                  | \$5,000       | 0.1%       | \$5,250     | 0.1%       | \$5,355     | 0.1%       | \$5,462     | 0.1%       | \$5,571     | 0.1%       | \$5,683     | 0.1%       |          |  |          |  | Y1 included additional 33 student, then 2% increase per year                  |
| Art Supplies                                                  | \$5,000       | 0.1%       | \$5,250     | 0.1%       | \$5,355     | 0.1%       | \$5,462     | 0.1%       | \$5,571     | 0.1%       | \$5,683     | 0.1%       |          |  |          |  | Y1 included additional 33 student, then 2% increase per year                  |
|                                                               |               | 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                                             | \$453,220     | 6.2%       | \$475,881   | 6.2%       | \$485,399   | 6.3%       | \$495,107   | 6.3%       | \$505,009   | 6.4%       | \$515,109   | 6.4%       |          |  |          |  |                                                                               |
| SERVICES & SUPPLIES                                           |               |            |             |            |             |            |             |            |             |            |             |            |          |  |          |  |                                                                               |
| Student Uniforms                                              |               | 0.0%       |             | 0.0%       |             | 0.0%       |             | 0.0%       |             | 0.0%       |             | 0.0%       |          |  |          |  | 0.0%                                                                          |
| Athletic Program                                              |               | 0.0%       |             | 0.0%       |             | 0.0%       |             | 0.0%       |             | 0.0%       |             | 0.0%       |          |  |          |  | 0.0%                                                                          |
| Office Supplies                                               | \$155,550     | 2.1%       | \$158,661   | 2.1%       | \$161,834   | 2.1%       | \$165,071   | 2.1%       | \$168,372   | 2.1%       | \$171,740   | 2.1%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Office Furniture                                              | \$2,500       | 0.0%       | \$2,550     | 0.0%       | \$2,601     | 0.0%       | \$2,653     | 0.0%       | \$2,706     | 0.0%       | \$2,760     | 0.0%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Office Computers & Software                                   | \$26,291      | 0.4%       | \$26,817    | 0.3%       | \$27,353    | 0.4%       | \$27,900    | 0.4%       | \$28,458    | 0.4%       | \$29,027    | 0.4%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Printing and Copy Services                                    | \$42,600      | 0.6%       | \$43,452    | 0.6%       | \$44,321    | 0.6%       | \$45,207    | 0.6%       | \$46,112    | 0.6%       | \$47,034    | 0.6%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Postage and Shipping                                          | \$2,800       | 0.0%       | \$2,856     | 0.0%       | \$2,913     | 0.0%       | \$2,971     | 0.0%       | \$3,031     | 0.0%       | \$3,091     | 0.0%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Bookkeeping                                                   | \$108,000     | 1.5%       | \$110,160   | 1.4%       | \$112,363   | 1.5%       | \$114,610   | 1.5%       | \$116,903   | 1.5%       | \$119,241   | 1.5%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Audit                                                         | \$22,500      | 0.3%       | \$22,950    | 0.3%       | \$23,409    | 0.3%       | \$23,877    | 0.3%       | \$24,355    | 0.3%       | \$24,842    | 0.3%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Payroll Services                                              | \$51,000      | 0.7%       | \$52,020    | 0.7%       | \$53,060    | 0.7%       | \$54,122    | 0.7%       | \$55,204    | 0.7%       | \$56,308    | 0.7%       |          |  |          |  | Based on prior year actual with 2% increase per year                          |
| Banking Fees                                                  | \$6,360       | 0.1%       | \$6,385     |            |             |            |             |            |             |            |             |            |          |  |          |  |                                                                               |



**EXHIBIT 23a: DEKALB PREPARATORY ACADEMY**[illegible]

### CASH FLOW PROJECTIONS-YEAR 1

[illegible]

**Cash Disbursements:**

## PERSONNEL

[illegible]

### INSTRUCTION

[illegible]

## SERVICES & SUPPLIES

[illegible]

## FACILITIES

[illegible]

|                         |             |             |             |             |             |             |             |             |             |             |             |             |             |
|-------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| (C) TOTAL DISBURSEMENTS | \$644,000   | \$644,000   | \$644,000   | \$644,000   | \$644,000   | \$644,000   | \$644,000   | \$644,000   | \$644,000   | \$644,000   | \$644,000   | \$644,000   | \$7,728,003 |
| CONTINGENCY FUND        | \$0         |             |             |             |             |             |             |             |             |             |             |             | \$0         |
| (D) NET REVENUE (B-C)   | \$1,825     | \$1,825     | \$1,825     | \$1,825     | \$1,825     | \$1,825     | \$1,825     | \$1,825     | \$1,825     | \$1,825     | \$1,825     | \$1,825     | \$21,898    |
| ENDING CASH (A+D)       | \$4,203,884 | \$4,205,709 | \$4,207,534 | \$4,209,359 | \$4,211,184 | \$4,213,008 | \$4,214,833 | \$4,216,658 | \$4,218,483 | \$4,220,308 | \$4,222,133 | \$4,223,958 |             |

[illegible]

## EXHIBIT 23b: DEKALB PREPARATORY ACADEMY

|                                                                                                    |               |        |        |        |        |        |
|----------------------------------------------------------------------------------------------------|---------------|--------|--------|--------|--------|--------|
| School Name:                                                                                       | Planning Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Surplus (Deficit)                                                                                  | OK            | OK     | OK     | OK     | OK     | OK     |
| Ending Cash Balance                                                                                | OK            | OK     | OK     | OK     | OK     | OK     |
| Total Facilities Costs>15% of Total Expenses                                                       | OK            | OK     | OK     | OK     | OK     | OK     |
| Cash Flow Projections:<br>Do the Cash Flow Proj. From the 5yr Budget match yr 0-2 Cash Flow Proj.? | NO            | NO     | NO     |        |        |        |
|                                                                                                    |               |        |        |        |        |        |
|                                                                                                    |               |        |        |        |        |        |
|                                                                                                    |               |        |        |        |        |        |

# Yui (Candy) Yu

(678) 462-1197 E-Mail: candy@avolonabs.com  
 2959 Chapel Hill Road, D208, Douglasville, GA 30135  
<http://www.avolonabs.com>

## Achievement

2014 Top Ten Young Professional by Chamber of Commerce

2013 Assisted Brighten Academy (2014 Charter School of the Year) obtained over 10M in bond issuance

2011 President's Award for Excellence by American Business Woman Association

2005-Current: Avolon Accounting has presents in 13 states with it's two office locations ( GA and CA)

## Education

1998-2005 California State University, Hayward. Hayward, CA

- B.S. Business Administration, Major in Accounting & CIS

## Skills

**Computer:** Microsoft Excel, Word, Publisher, PowerPoint, Access, 10 Key by touch, Lotus 123, QuickBooks (multiple version), Porpack, Advantage, and Great Plains.

**Accounting:** Earned London of Chamber Commerce and Industry Examinations Boards' certificate of second level of bookkeeping and accounts.

**Languages:** English, Mandarin, Cantonese, Kunming Dialect.

## Related Work Experiences

01/06 – Current Avolon Accounting & CFO Service Atlanta, GA

### Owner/ CFO consultant

- Established sole proprietorship in Jan 05 with CA & GA locations.
- Provide full charge of bookkeeping services included but not limit to A/R, A/P, period ending closing, financial statements, cash flows, payroll, etc and secretary services.
- Provide CFO consultant services provide strategy planning in streamline accounting infrastructure, establish effective financial business models for expansion, and merge and acquisitions or exit strategy.
- Customized financial statements and reports to meet individual clients need.
- Provide HR services included but not limited to payroll processing, HR hire process and training, monitor employee benefits, etc.

02/03 – 12/06 American Baptist Homes of the West. Pleasanton, CA

### Accountant

- Elected as Financial Department Representative in Steering Committee.
- Oversees 9 individual senior community properties' monthly operations by review their monthly operation reports such as tenant report, SD reports, monthly revenue reports, etc.
- Prepare each property's monthly financial statements by record their monthly activities and reconcile their individual bank statements and all related G/L accounts.
- Review and adjust each property's monthly financial statements & reports for board meeting and year ended audit. Provide reports and assistant to outside audit firms for these properties year ended audit and prepare adjustments accordingly.

# Yui (Candy) Yu

(678) 462-1197 E-Mail: candy@avolonabs.com  
2959 Chapel Hill Road, D208, Douglasville, GA 30135  
<http://www.avolonabs.com>

**01/07 – 04/08 Gallo Reporting, LLC**

**Atlanta, GA**

**Sr. Accountant**

- Oversees 12 companies' (over 17 office locations) monthly operation and manage their month end closing process by interact with AP, AR and Payroll department.
- Review all companies' financial statements on individual and consolidated basis. Analysis COS costs and SGA expensive monthly.
- Prepare final financial statement for controller and CFO reviews, prepare and coordinate annually audit and varies due diligence.
- Perform special analytic management reports per management request.
- Lead two staff accountants to achieve month end closing date from 45 days to 25 days.

Trained 1 Sr. accountant, 4 staff accountants & 4 GL Interns.

**08/00 – 02/03**

**Robert Half International Inc.**

**Walnut Creek, CA**

**Accountant**

Completed following temporary assignments:

- 02/02 -- 02/03 GWF Energy Power System, Inc. Pittsburg, CA  
Audit varies contractors and subcontractors' monthly billings for three in progress energy power station constructions by complying individual construction code, contract terms and restrictions. Prepare varies accounting reports upon request by contractors.
- 02/01 – 03/01 Pinkerton Systems Integration Walnut Creek, CA  
Reconciled 5 banks' monthly statements, various individual Asset and Liabilities accounts. Prepared the adjustment JE entries accordingly.
- 10/00 – 02/01 Hilton Farnkopf & Hobson LLC. Walnut Creek, CA  
Processed cash receipts & disbursement, over 15 employee's payroll and expense reimbursements. Reconciled whole Year 2000 monthly bank statements, G/L balance, employee's accrue time schedule, 401K a/c and payroll ach a/c. Prepared the adjustment entries accordingly. Assist CFO with monthly financial statements.
- 10/00 JVC Partners, Inc. Walnut Creek, CA  
Reconciled 5 rental properties' individual bank statements, tenant a/c and trial balance. Prepared the adjustment entries accordingly. Assist CFO with monthly and quarterly financial statements.
- 08/00 – 10/00 Bi-Bett Concord, CA  
Audited branch's cash receipts for 1 & 2 quarters. Assisted CEO to prepare over 6 branches' quarterly profit and loss statements. Reconciled and update employee's accrue time schedule. Reconciled over 20 banks' monthly statements.

**09/99 – 07/00**

**Orion Pacific Traders, Inc.**

**Walnut Creek, CA**

**Accountant**

- Fully responsible for A/R after 3 months of hiring, and fully responsible for both A/R and A/P after 6 months of hiring.
- Established and responsible for weekly cash flow projection for the following three weeks. Achieved to maintain average of \$100,000.00 cash flow by carefully budget weekly cash receipt and disbursement, especially during peak trading season.
- Reconciled monthly bank statement, control petty cash and employee expenses reimbursement. Assisted CFO with monthly and annually financial statements.
- Trained three new employees for A/R, A/P and office assistant duties.

## 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 1<sup>st</sup> of each school year. The Charter School will handle all discipline issues regarding students with disabilities in accordance with federal regulations, state guidelines, and DCSD policies.

### **Personnel**

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

### **Facilities**

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

### **School Nutrition & Transportation**

1. If the Charter School elects to participate in the National School Breakfast and Lunch Program, the Charter School will submit its own application to the GADOE if required and will be

responsible for accurately counting meals and submitting financial reimbursement claims to the GADOE for meals meeting specified nutrient standards.

2. The Charter School agrees to provide DCSD with transportation safety documentation, if any, as required by the GADOE no later than June 1 for the pending school year and adhere to DCSD's Transportation Standard Operating Procedures, if DCSD school buses are used.
3. The Charter School's transportation program will comply with applicable law and any vehicles or drivers used for transporting students will meet the same safety standards applicable to public schools in this State.
4. The Charter School will adhere to DCSD's Transportation Standard Operating Procedures, if DCSD school buses are used.

#### **Public Safety**

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

#### **Administrative**

1. The Charter School's leader will be provided a District email address, identify a business email and voicemail for correspondence with the DCSD, and make good faith efforts to respond to all DCSD inquiries within one business day. Representatives from the Charter School will attend any workshop, in-services, and/or training and other meeting(s) as required by DCSD. The Charter School shall complete annual reports and surveys, as mandated by DCSD.
2. The Charter School shall report daily attendance to DCSD using the standard, approved method of data collection. Master schedules and student schedules must exist for students in grades K-12 prior to the start of the school year. All changes in the schedules shall be completed prior to the first FTE count date of the school year. Final grades for each course must be recorded after each semester. DCSD will provide the necessary software and training for the student information system application while the Charter School will provide hardware and the necessary internet service connection. The DCSD Student Information System is to be used for the collection of all data and information required by O.C.G.A. 20-2-320 for mandatory reporting to the State Department of Education (SDOE) and federal agencies (example: discipline). The method of data collection will be that which is currently in use by DCSD and may be changed from time to time based on technology currently in use. Existing periodic and end-of-year checklists provided by DCSD will be used to define when progress reports, report cards and other verifications are to be produced.
3. The Charter School shall maintain all student records in accordance with applicable federal and state laws, regulations, rules and policies. The Charter School shall maintain all student records on behalf of the District during each student's enrollment in the Charter School. Upon a student's withdrawal or other matriculation from the Charter School, the student's educational records shall be returned within ten (10) business days to the District's student records center for retention.

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

#### **Assurances for Charter Schools with an Education Service Provider Agreement**

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

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

the agent of the Charter School. Any such purchases must be made from a third party supplier, unless set forth in the charter petition.

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

### **Insurance Generally**

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

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

### **Minimum Scope and Limit of Insurance**

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

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

### **Other Insurance Provisions**

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

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

A copy of these endorsements shall be provided to DCSD.

### **Claims-Made Policies**

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

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

### **Verification of Insurance Coverage**

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

### **Self- Insured Retentions**

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

### **Non-Limitation on Charter School's Liability**

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

### **Insurance Ratings**

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

### **Special Risks or Circumstances**

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

### **Charter School's Property Insurance**

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

### **Other Obligations**

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



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

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

Notices shall be addressed as follows:

**To the District:**

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

**With a copy to:**

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

Agreed to and accepted by the Charter School:

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

  
Governing Board Chair

10/16/2023  
Date

## ASSURANCES 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

**Dekalb 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 14 day of October 2023



Governing Board Chair, Charter School

10/16/2023

Date

This Charter School Application, Assurance Form, and attached Exhibits were approved by the DeKalb Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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

10/16/2023

Date

\_\_\_\_\_  
Chair, DeKalb Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, DeKalb Board of Education

\_\_\_\_\_  
Date



*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) Yes 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:

Georgia 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 Decatur (city), Georgia (state).

Kathy Ann Young  
Signature of Governing Board Chair  
Kathy Ann Young  
Printed Name of Governing Board Chair

  
SUBSCRIBED AND SWORN  
BEFORE ME ON THIS 16th DAY OF July, 2023  
Angela D. Rodgers  
NOTARY PUBLIC  
My Commission Expires: July 28, 2027

EXHIBIT 27: LOCAL BOARD RESOLUTION

NOT AVAILABLE -PENDING LOCAL BOARD APPROVAL



# DEKALB PREPARATORY ACADEMY GOVERNING BOARD

## REGULAR MEETING - SATURDAY OCTOBER 14TH, 2023 @12:00 PM MEETING MINUTES

DeKalb Preparatory Academy / Governing Board / Regular Meeting / Minutes

### ATTENDANCE SUMMARY

| Name              | Status             | Arrival Time | Departure Time |
|-------------------|--------------------|--------------|----------------|
| Suzette Arnold    | present chair      | On Time      | At Adjournment |
| Roberta Walker    | present vice-chair | On Time      | At Adjournment |
| Janelle Wilhite   | present Treasurer  | On Time      | At Adjournment |
| Bridget Robinson  | present member     | On Time      | At Adjournment |
| Wanda McKay       | present member     | On Time      | At Adjournment |
| Tamara Cooper     | not present viewer |              |                |
| Dr. Lenise Bostic | present ex-officio | On Time      | At Adjournment |
| Kathy Ann Young   | present member     | On Time      | At Adjournment |

### APPROVAL OF AGENDA

**Motion:**

Motion to approve agenda

By: **Suzette Arnold** Seconded by: **Bridget Robinson**

**Discussion:**

There was no notable discussion on the motion.

## HEAD OF SCHOOL REPORT

The school leader reports on the status of the school.

**Motion:**

Motion to approve Avolon CFO Services in the amount of \$108,000 for up to one year with the option to cancel with a 30-day notice.

By: **Suzette Arnold** Seconded by: **Kathy Ann Young**

**Discussion:**

There was no notable discussion on the motion.

**Motion:**

Motion to schedule a Special Called Governing Board meeting to review and approve changes, if necessary, on Monday, October 16, 2023 at 6:30 p.m

By: **Kathy Ann Young** Seconded by: **Bridget Robinson**

**Discussion:**

There was no notable discussion on the motion.

**Motion:**

Motion to accept proposed charter renewal document with noted changes to be made.

By: **Bridget Robinson** Seconded by: **Kathy Ann Young**



**Discussion:**

There was no notable discussion on the motion.

## PUBLIC COMMENT

Ms. Young requested that we ensure that all Board Member's Committee Chairperson be properly reflected in all documentation moving forward. Ms. Suzette Arnold, board chair requested that the appointment of KathyAnn Young as Development Committee Chairperson and Bridget Robinson as Governance Committee Chairperson be reflected in the minutes.

## THE MEETING WAS ADJOURNED

The meeting adjourned at approximately 4:43 pm

**Motion:**

Motion to adjourn

By: **Kathy Ann Young** Seconded by: **Bridget Robinson**

**Discussion:**

There was no notable discussion on the motion.





**EXHIBIT 28-DEKALB  
PREPARATORY ACADEMY**

**Board Resolution  
Dekalb Preparatory Academy**

The following resolution was passed at a meeting of the Governing Board of Dekalb Preparatory Academy on the 16 of October 2023.

It was resolved that:

The Governing Board approves the Charter Renewal Application, which reflects the mission, vision, and future plans for the next charter term.

Board Chair Signature:

Date: 10/16/2023

Certified True Copy

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 Decatur (city), Georgia (state),

Signature of Governing Board Chair

Kathryn Young

Printed Name of Governing Board Chair

SUBSCRIBED AND SWORN BEFORE ME ON THIS

16 DAY OF OCTOBER, 2023



NOTARY PUBLIC

My Commission Expires

July 28, 2027

**EXHIBIT 29: DEKALB PREPARATORY ACADEMY**

**NOT APPLICABLE TO DPA RENEWAL. PROOF OF VOTING IS ONLY REQUIRED FOR  
CONVERSION SCHOOLS**

## **Dekalb Preparatory Academy**

### **Facilities upgrade plan**

#### **School Bathroom Upgrade**

- Replace outdated fixtures with new, energy-efficient models.
- Install touchless faucets and soap dispensers to promote hygiene and reduce water consumption.
- Upgrade flooring and tile to improve the overall appearance and cleanliness of the bathrooms.
- Improve ventilation to reduce humidity and prevent the growth of mold and mildew.

#### **Gymnasium Floor Upgrade**

- Replace the existing floor with a new, durable surface that can withstand heavy use.
- Install a shock-absorbing underlayment to reduce the impact on athletes' joints.
- Apply a new sealant to protect the floor from wear and tear.

#### **Media Center Upgrade**

- Install new furniture, including comfortable seating, tables, and shelving.
- Upgrade technology equipment, including computers, printers, and projectors.

- Create a dedicated space for makerspaces and other hands-on learning activities.
- Expand the collection of books, magazines, and other media resources.

### **Water Tower Replacement**

- Conduct a comprehensive assessment of the existing water tower to determine its condition and identify any potential safety hazards.
- Replace the water tower with a new, larger capacity tower to meet the growing needs of the school community.
- Install a new water filtration system to ensure the quality of the water supply.

### **Hot Water Boiler Replacement**

- Replace the existing hot water boiler with a new, energy-efficient model.
- Install a new water heating system to ensure a consistent supply of hot water for the school's needs.
- Implement regular maintenance and inspections to prevent breakdowns and extend the life of the new boiler.

### **Technology Infrastructure Upgrade**

- Upgrade the school's network infrastructure to support high-speed internet access and data transmission.
- Install new computers, laptops, and tablets for students and staff.

- Implement a comprehensive cybersecurity plan to protect the school's network and data from cyberattacks.
- Provide ongoing training for staff on the use of new technology.

### **Timeline and Budget**

The following is a tentative timeline and budget for the facilities upgrade plan:

| Project                           | Timeline  | Budget    |
|-----------------------------------|-----------|-----------|
| School bathroom upgrade           | 12 months | \$250,000 |
| Gymnasium floor upgrade           | 6 months  | \$50,000  |
| Media center upgrade              | 8 months  | \$35,000  |
| Water tower replacement           | 12 months | \$220,000 |
| Hot water boiler replacement      | 6 months  | \$30,000  |
| Technology infrastructure upgrade | 12 months | \$35,000  |

### **Funding Sources**

The following are potential funding sources for the facilities upgrade plan:

- State and local grants
- Private donations
- Fundraising initiatives

## **Conclusion**

The facilities upgrade plan will provide Dekalb Preparatory Academy with the modern facilities and resources it needs to provide a high-quality education for its students. The plan will also make the school more energy-efficient and sustainable.