



Petition for Charter Renewal



Charter School Renewal Application

For Schools Seeking Renewal
from Both DeKalb County
School District and the State
Board of Education
to
Operate in SY25-26

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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.	110
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.	115
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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.	621
18.	Attach a copy of any agreements with your local school district or Board of Education. (Exhibit 18 – DCSD Assurances and Required Statements)	640
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.	651
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23.	Complete and attach the budget template located on the Charter Schools Division's website: Please note that the budget template includes:	709/718
	23a. A monthly cash flow projection detailing revenues and expenditures for the charter school's first two (2) years of operation;	
	23b. A spreadsheet projecting cash flow, revenue estimates, budgets, and expenditures on an annual basis for each of the five (5) years of the initial charter term.	
	23c. Back-up documentation proving the legal reality of additional sources of revenue included in the budget template, including any funds other than state and local funding, including bank statements and/or signed grant award letters.	
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25.	Attach the charter school's signed GADOE Assurances Form.	723

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27.	Attach the charter school's signed Local Board of Education Resolution approving the charter school's application.	727
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.	728

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 20) ☐ The original must be signed in blue ink; stamped signatures will not be accepted.~~

- ☒ **EXHIBITS** (See list of required Exhibits on pages 15-16 of this application.)
 - ☒ Required Exhibits should be as limited in size as possible.
 - ☒ All Exhibits must be tabbed with a header showing the school's name and a footer showing consecutive page numbers.

☒ The Application Package must be submitted electronically to charterschools@dekalbschoolsga.org via

DropBox. ☒ The Application Package must include a:

- ☒ Microsoft Word version of the Application Cover Page (page 10)
- ☒ Microsoft Word versions of the Application and Exhibits
- ☒ 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.
- ☒ PDF version of the Locally-Approved Charter School Partners Roles and Responsibilities Chart
- ☒ Excel version of the completed Budget Templates

DeKalb PATH Academy

- ☒ 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 THURSDAY, October 17, 2024 IN ORDER TO BE IN THE 2024 REVIEW CYCLE FOR OPERATING IN 2025-2026.

Petition for (Name of School): **DeKalb PATH Charter Academy**

Delivered by (Charter School Representative): Bonnie Z Binell

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

CHARTER SCHOOL RENEWAL APPLICATION COVER PAGE

Check One: ☒ Start-up Renewal

When was the original charter term start date? July 1, 2002

How many charter terms has the school been in existence? 5

Name of Charter School: DeKalb PATH Charter Academy

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

DeKalb PATH 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 (Name and Title): Bonnie L Birrell, Board Chair

Contact Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: bbirrell@pathacademy.org

Contact Information for the Person Filling out this Application

Contact Person: Morgan Felts Consultant
Name Title

Contact Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: morgan.felts@21cobalt.com

CHARTER SCHOOL RENEWAL APPLICATION

EXECUTIVE SUMMARY

Name of Charter School: DeKalb PATH Charter Academy

Proposed Charter Term Length: 5 Years

Current Grade Range: 5th-8th

Grade range at the end of the charter term: 5th-8th

Expected enrollment at the end of the charter term: 368

This application was approved by DeKalb County Local Board of Education on _____,
2024

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

	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Year 1						87	94	94	93					368
Year 2						93	87	94	94					368
Year 3						94	93	87	94					368
Year 4						94	94	93	87					368
Year 5						87	94	94	93					368

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)

PATH's *mission* is to provide a safe, nurturing, and challenging learning environment that supports local immigrant and refugee families by equipping students with the tools they need to pursue a life passion while enriching their community. Since its inception in 2002, Dekalb PATH Academy (PATH) has offered a high-quality school option for middle school students in Dekalb County which supports and enhances DCSD's vision to inspire a community of learners to achieve educational excellence. Upon graduating students at PATH will be able to:

- Reflect a high level of positive engagement in their school community
- Understand their unique talents, how to develop those talents into strengths and how to use those strengths to be a good community steward
- Reflect a graduating class of which 40 to 50% of students are accepted to competitive schools with a focus on students being able to choose which competitive school they attend by obtaining more than one acceptance.

PATH's *vision* is to create an engaging learning environment that fosters community stewardship and success by:

- Employing and developing top talent
- Collaborating to develop creative, engaging, standards-based curricula and experiences
- Seeking out the natural talent in our people and developing those talents into strengths

To accomplish this mission, PATH implements a rigorous, standards-based, teacher-created curriculum. Innovative features contributing to PATH's success include: A longer school day; tutoring; flexible grouping; Saturday school; and summer school.

The charter renewal process included Board members, administrators, teachers, parents and community members. Community is integral at PATH and our stakeholders will remain involved through existing mechanisms.

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)

PATH's academic program is distinct from current offerings in the district due to the focus on flexible grouping, teacher-created curriculum and extended school day and year. One of PATH's greatest innovations is the teacher-created curriculum. PATH teachers create rigorous content based on the Georgia Standards of Excellence. This allows each teacher to maximize their strengths as an instructional leader in the classroom. When teachers plan, create, implement and reflect on the curriculum in this way, it increases teacher buy-in, which positively impacts student achievement.

Students at PATH are flexibly grouped to allow remediation, acceleration, and support. Groupings are data-driven to ensure students are grouped appropriately. PATH uses a Professional Learning Community (PLC) structure to analyze student performance and make on-going placement decisions. Groupings are based on MAP scores and prior socio-academic history. A PLC team may determine that the student is not keeping up with the work and change the placement to a different pacing with more support. Conversely, students can be moved to more advanced pacing as determined by the data and teacher input. This strategic grouping of students promotes differentiation, not just at the classroom level, but also structurally at the school level.

Since the beginning, PATH's mission has been to provide a superior educational experience for

economically disadvantaged immigrant and refugee students. The school maintains a strong contingent of immigrants as well as native-born second and third generation students. The program caters to the needs of immigrants as well as native-born students in a manner that is unique within the school system. Faculty and staff culturally affirm learning experiences that better prepare students for high school performance and beyond. On average, forty-five percent of students enter highly regarded private, college preparatory high schools in most cases with a full or partial scholarship.

PATH utilizes waivers to extend and structure the school day and year, hire top talent, and waive district policies on promotion and retention.

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)

PATH's organizational structure is streamlined and effective allowing for the maximum investment in instruction. The leadership team collaborates on a range of strategic decisions and is comprised of a Principal/Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, and Assistant Principal.

This level of efficiency at the administrative level allows PATH to remain competitive in terms of staff salaries. Financial and organizational flexibility are needed to maintain this structure and have the autonomy to allocate funds according to student needs. One of the benefits teachers enjoy is a flexible teaching schedule for employees who are parents. Many school-based educators sacrifice a significant amount of their own family time to care for the students they serve. This includes flexible scheduling for new parents once they return to work after having a new child. At PATH, faculty and staff are given the opportunity to strike a better work home balance, which makes them

more effective in the classroom.

At every level of the organization, PATH employees receive the Gallup's Strengths assessment, which reveals their true talents and skills that can then be leveraged to increase student achievement and organizational effectiveness.

PATH does not currently work with an education service provider and has no plans to do so in the next charter term.

Demand continues to be high for the PATH educational experience. The average waitlist during the last charter term was 500 students. Community engagement and parent support levels were high during the charter term, further indicating demand. Parents at PATH, particularly those who are in the immigrant community, have unique needs. PATH's broad flexibility allows them to provide support that would not otherwise be available to their community. Supports include regular parent meetings to discuss expectations and provide strategies so that parents can support their students throughout the learning process. Community partner engagement is also on the rise at PATH.

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 attached as 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: Address the school's performance in each year of your current charter term.
 - a) You are urged to include any supporting charts, tables, or graphs that provide quantitative data.
 - b) 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.

PATH exercises the autonomy and full flexibility provided by its broad waiver of Title 20 of the Official Code of Georgia Annotated, as well as many rules and regulations of the State Board of Education and DeKalb County School District. This flexibility allows PATH to deliver vital academic programming not available elsewhere in the district including flexible grouping, teacher-created curriculum, and an extended school day and year. PATH's teacher-created curriculum allows educators to develop rigorous content aligned with the Georgia Standards of Excellence while meeting the unique needs of our student population. This approach empowers teachers to utilize their strengths as instructional leaders.

Students at PATH are grouped flexibly to provide remediation, acceleration, and support, with placements driven by data to ensure appropriate groupings. PATH employs a Professional Learning Community (PLC) structure to analyze student performance and make ongoing placement adjustments based on MAP scores and socio-academic history. PLC teams may adjust a student's pacing to offer more support or advance them to more challenging levels, promoting differentiation not only at the classroom level but also across the school.

PATH is dedicated to providing a superior educational experience for economically disadvantaged immigrant and refugee students. Faculty and staff offer culturally affirming learning experiences that prepare students for high school and beyond, with approximately 45% of students advancing

to prestigious private, college-preparatory high schools, often with scholarships and with several offers to choose between. PATH also prides itself on its high percentage of students who receive PATH's school culture fosters a sense of community and extended family, reinforced by morning meetings, the House System, Restorative Circles, Strengths Finder assessments, and the presence of emotional support dogs.

Performance in Essential/Innovative Features

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

Figure 1. PATH Essential or Innovative Features Implementation

Innovative Feature	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025 (Current Year)
Longer School Day	✓	✓	✓	✓	On Track
Tutoring	✓	✓	✓	✓	On Track
Flexible Grouping	✓	✓	✓	✓	On Track
Saturday School	✓	✓	✓	✓	On Track
Summer School	✓	✓	✓	✓	On Track

Longer School Day

Our current school schedule runs from 8:10 AM to 4:10 PM. Extended school days deepen students' understanding of core subjects while critically remediating the learning loss incurred by students during the COVID-19 pandemic. Extended school programming allows for individualized and small-group instruction, which particularly allows for targeted interventions that address specific learning gaps, enabling students to progress at their own pace and ultimately achieve better academic outcomes.

Tutoring

PATH's in-school tutoring enhances academic success by providing personalized, targeted support during the school day. With this feature, teachers can reinforce classroom learning while

addressing gaps in understanding. This tailored approach helps boost confidence, motivation, and overall academic performance. In-school tutoring also ensures equitable access to extra help, particularly for students who may not have resources or support at home.

Flexible Grouping

PATH's approach to flexible grouping provides two-pronged benefits: opportunities for accelerated learning and targeted support for students in need of remediation. Due to smaller class sizes, smaller school environment, flexible grouping, and a data-driven practice, teachers and staff members can accurately identify students who lag behind their peers in each subject area. Teachers also work as a team to implement the Response to Interventions (RTI) process in their teaching. Data is reviewed frequently and adjustments to flexible groups are made to provide additional challenge and/or remediation as needed. ELL students particularly benefit from flexible grouping as teachers can closely monitor their ELL and core subject progress, even after exit from the ESOL program. Additionally, gifted and advanced students in middle grade environments can leverage the flexible grouping structure to experience advanced course offerings.

Saturday School & Summer School

Our longer school year currently includes Saturday school, which runs from 10 AM to 2 PM on every Saturday in the month of March, as well as PATH Summer Programs, which currently run for the last 2 weeks of June, also from 10 AM to 2 PM. Like other interventions, this structure creates more opportunities for targeted support while reducing learning loss over the summer. Additionally, in spreading the curriculum over a longer period, students experience reduced pressure and a more balanced pace, which enhances understanding and retention.

Emotional Support Dog Program

Studies indicate that students in classes with emotional support dogs demonstrate an increased interest in school and positive attitudes towards school. Classrooms with emotional support dogs see a decrease in aggressive behavior, increase in calming or self-soothing behaviors, and better attention to the teacher. One study with third graders showed an increase in reading fluency and comprehension with consistent therapy dog access. These results show the unique benefits emotional support dogs can provide. For PATH students, who are majority minority and low-income, having emotional support dogs at schools allows them to experience consistency that they may not get in their communities. Additionally, for struggling learners, emotional support dogs allow them to build confidence with task completion and success related to caring for the dogs.

PATH currently has 7 therapy dog teams in training at the school, which make up the PATH Emotional Support Dog Programs. The dogs currently function to soothe students who have behavioral concerns, emotional needs, or just benefit positively from their interaction with them. They act as an incentive for all students and are loved throughout the school by students and staff alike. Students require parental permission to interact with the dogs and parents have the option of granting permission for their child to schedule a playdate in our school dog run, located on the side of the back field. The playdates are always supervised and during recess so that instructional time is not compromised.

During playdates, students have the choice to play ball or participate in tethered dog walks around the school. During tethered dog walks, the dog is double tethered with two leashes on their harness. The human member of the therapy dog team holds the second leash to ensure the safety of both the dog and student. The presence of our dogs has had a very positive effect on our entire community, including students, staff and families.

Academic Performance

Academic Goal 1 Overview

Academic Goal 1 contains 3 separate “Looks” at academic performance with each Look utilizing its own unique measures.

First Look: The “First Look - School Performance Gap Closure” outlines the following measures:

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

Figures 2 and 3, below, show PATH’s performance on this measure and the disaggregated Content Mastery data available for 2021.

Figure 2. First Look - PATH CCRPI Performance Gap Closure Outcomes

Contract Terms and Performance Goals	Assessment	2020-2021 (FY21)	2021-2022 (FY22)	2022-2023 (FY23)
Measure 1: Increase its CCRPI score by at least 4% of the gap between 100 and the school's previous year CCRPI score in each grade band served (elementary, middle, and/or high school)		Not Available	Not Available	Not Available
Measure 2: 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)	Elementary	Not Available	2019 score: 64.6 Target: 68.14 39.2	45.28 44.5
	Middle	Not Available	2019 score: 67.8 Target: 71.02 49.0	54.1 49.3
Measure 3: 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)	Elementary	Not Available	Not Available	2019 score: 94.5 Target: 95.05 63.3
	Middle	Not Available	Not Available	2019 score: 91.9 Target: 92.71 94.2

Figure 3. PATH 2021 CCRPI Content Mastery by Subject

School Year	School Name	Grade Configuration	Grade Clust	Reporting Label	Content Area	Participation Rate	Beginning Learner	Developing Learner	Proficient Learner	Distinguished Learner	Achievement Rate
2021	DeKalb PATH Academy Charter	05, 06, 07, 08	E	ALL Students	English	92.31	41.46	41.46	15.85	1.22	38.41
2021	DeKalb PATH Academy Charter	05, 06, 07, 08	E	ALL Students	Mathematics	91.21	69.14	28.40	2.47	0.00	16.67
2021	DeKalb PATH Academy Charter	05, 06, 07, 08	E	ALL Students	Science	91.21	56.79	25.93	16.05	1.23	30.86
2021	DeKalb PATH Academy Charter	05, 06, 07, 08	M	ALL Students	English	89.78	32.92	39.51	25.51	2.06	48.36
2021	DeKalb PATH Academy Charter	05, 06, 07, 08	M	ALL Students	Mathematics	86.57	39.92	40.33	17.28	2.47	41.15
2021	DeKalb PATH Academy Charter	05, 06, 07, 08	M	ALL Students	Science	78.26	68.06	30.56	1.39	0.00	16.67
2021	DeKalb PATH Academy Charter	05, 06, 07, 08	M	ALL Students	Social Studies	88.76	40.51	54.43	5.06	0.00	32.28

PATH did not “Meet” for either of the data reporting years in either Measure 2 or Measure 3 in the current charter term; however, PATH demonstrated significant progress on Measure 2 and met in Middle school for Measure 3.

Mitigating Factors & Response to Pandemic Impact

As noted, data for Measure 1 is not available. Given the impact of pandemic-related data limitations on state accountability systems, the U.S. Department of Education approved Georgia’s modifications to CCRPI which include no Summative Ratings (no overall 0-100 CCRPI or Single Score reported). Additionally, we are unable to report on summative Content Mastery or Progress scores data for the 2020 and 2021 school years due to COVID’s disruption of the Georgia Milestones and CCRPI data reporting. The U.S. Department of Education approved a waiver for the state regarding accountability, school identification, and related reporting requirements for the 2020-2021 school year, pursuant to the authority in section 8401 of the Elementary and Secondary Education Act of 1965 (ESEA).

PATH Academy recognizes the great academic losses incurred during the COVID-19 Pandemic. Research finds that EL students particularly lacked sufficient access to educational services during school closures; the complex learning challenges of this service group meant that nearly 40% of ELs nationwide did not receive adequate support and services. ELs thus experienced greater

learning lags during this period.¹ Two of PATH's greatest innovations and strengths experienced the largest negative impacts from COVID-19: teacher-authored curriculum and an engaging school culture. PATH has instituted a targeted focus on repairing and reinforcing these features with the goal of returning student achievement to pre-pandemic levels.

Teacher-Authored Curriculum – Recovery Strategy

During two periods of teacher turnover, pre- and post-Pandemic, tenured teachers took with them long-held PATH curriculum. Staff transitions disproportionately affect PATH's programming. As an organization, PATH has historically struggled to memorialize old curriculum while quickly and effectively training new teachers to adapt and author their own curriculum maps. In its previous petition, PATH outlined two planning years designed to provide greater curriculum development training and support. Both years (SY19-20 and SY21-22) were engulfed by the Pandemic. PATH has instituted the interventions detailed below, the groundwork from which will show in the next charter term.

- **Administrative Support of Faculty:** The administration has provided support by maintaining a focus on one-on-one coaching for staff and offering personalized professional development. Bi-weekly departmental meetings allow departments extended time for collaborative planning.
- **Refining PLC Work at the Department Level:** Content departments meet bi-weekly to use data to refine and support teacher-authored curricula, aiming to positively impact both the bottom and top quartiles of the student body. Teachers utilize their professional learning time to collaboratively plan and share curriculum that included critical interventions and scaffolds for students in the bottom quartile,

¹ <https://files.eric.ed.gov/fulltext/ED624614.pdf>

as well as rigorous projects that challenged top quartile students to explore and engage with content at and above grade level.

- **Curricular Review:** During the current term, the administrative team has regularly reviewed and provided feedback on teacher-authored curricula in real time. Teachers share unit plans and assessments with administration and their respective departments every five to seven weeks. The administration reviews the curriculum and facilitates the departmental review and refinement of content.
- **New Teacher Induction/Support:** Along with a new Teacher Orientation Week, PATH has invested in a new teacher coach to support teachers in their first five years of teaching. This support helps new teachers acclimate to teaching, learning, and the school culture at PATH. New teachers also receive targeted assistance with writing and customizing curriculum to meet their students' needs and align with their unique teaching styles on curriculum development.

PATH Culture – Recovery Strategy

A dynamic, highly interpersonal school culture is a bedrock of PATH's academic program. Online learning stripped community practices and the student-teacher interaction vital for fostering student achievement. To retain and reinstate PATH culture during and following the Pandemic, PATH introduced an **After-School Program**; this program has extended the school day by one hour for five weeks in the first and second semesters of the school year. In the current school year, after offering three years of this intensive programming, PATH has transitioned to one week of extended school days for the first eight months of the school year.

During extended school hours, teachers have implemented **Restorative Circles**. This program creates smaller learning environments, allowing students to have greater access to teachers and

greater opportunity for teachers to promote student social emotional skills, identify areas of student needs, and build the relationships necessary for effective remediation efforts. PATH consistently implemented this program throughout COVID, and especially while classes were conducted virtually. This regular community-building time kept the PATH community strong and facilitated the transition to in-person instruction. Extended days also create additional opportunities for ELL students to engage in Instructional Conversations.

Additionally, PATH began implementing a **House System** in the 2023-2024 school year, which further groups students into smaller learning environments. PATH's House Leaders, Principal, and Vice Principal have been trained in this innovative programming at the Ron Clark Academy. Each house is composed of every child, teacher, and staff member in the school, which allows students to socialize with one another across grades and with positive adult role models beyond just the classroom setting. Regular contact with House peers and faculty promotes individualized student growth and sustained mentorship throughout a student's time at PATH.

Academic Improvement & Gains

CCRPI Content Mastery

Figure 4 demonstrates PATH's gains in CCRPI Content Mastery, which indicates whether students are achieving at the level necessary to be prepared for the next grade. From 2022 to 2023, PATH's Elementary score increased by 5.3 points while our middle school score increased by 0.3 points. These positive trends indicate that our recovery strategy and remediation efforts have positively impacted student growth towards pre-pandemic achievement levels.

Figure 4. PATH 2023 CCRPI Content Mastery Increase

	Elementary	Middle
2023 Score	44.5	49.3
Point Increase from Prior Year	+5.3	+0.3

Additionally, PATH saw Content Mastery gains in the majority of content areas across grade bands. For example, Figure 5 shows a 7.97 point increase in Elementary English Language Arts scores and a 4.9 point increase in the Mathematics Content Mastery scores from 2022-2023. Middle grade Mathematics scores also saw the greatest improvement with a 3.74 point increase from 2022 to 2023.

Figure 5. PATH 2023 CCRPI Content Mastery Scores by Content Area

Elementary		
Content Area	2023 Score	Point Change from Prior Year
English Language Arts	51.07	+7.97
Mathematics	39.37	+4.79
Science	39.9	-1.06
Middle		
Content Area	2023 Score	Point Change from Prior Year
English Language Arts	55.02	+2.95
Mathematics	50.38	+3.74
Science	40.59	+0.36
Social Studies	37.65	-18.11

Grade Band Performance

PATH's academic data also shows student growth between elementary and middle grade bands. The gap in student performance between grade bands is largely attributable to student achievement levels upon enrollment at PATH. Elementary students transferring from other elementary schools have often experienced poor instructional quality. Through the new Bridge to PATH Program, PATH works quickly to acclimate students to its rigorous learning environment and supportive school culture. This one-week 5th grade summer orientation program begins two weeks before the school year and introduces students to their teachers, PATH processes, and school expectations. PATH's smaller class sizes (on average, 24 students per class), departmentalized elementary classes, and small-group paraprofessional student groupings also facilitate early student growth. These interventions contribute to student gains seen longitudinally.

In the 2023-2024 school year, PATH boasted a 97.3% retention rate; this school year marked a 95% retention rate. Attendance is also one of our school's strengths. In the 2021-2022 and 2022-2023 school years, attendance was 95.5% and 96.21%, respectively. PATH's high retention and attendance rates facilitate student growth over time, which becomes most evident in our middle grade band scores. PATH middle grade students outperformed elementary students on CCRPI Content Mastery by 9.8 points in 2021-2022 and 4.8 points in the 2022-2023 school year. While the performance gap between grade bands is closing as elementary programming makes strides, this performance gap indicates that students who stay within PATH's ecosystem show great academic improvement.

Further, PATH's middle school programming prepares students for high school achievement. Due to flexible grouping throughout the middle school experience, gifted and advanced students take Coordinate Algebra and Physical Science in Middle School. This is a huge advantage for PATH

students, who come from very low performing elementary schools. For students, this means that they are already entering high school with an advantage when many of their peers are over age and behind credits by the end of their high school careers.

ELA Performance

PATH is increasing the number of Distinguished Learners and reducing Beginning Learners.

The tables below show PATH Elementary ELA Milestones performance scores available for the current charter term. These data particularly demonstrate student growth among vital target populations: the percentage of Economically Disadvantaged students in the “Beginning Learner” has decreased by 13.42 points and the percentage of ELL students in the “Beginning Learner” has decreased by 8.82 points.

Figure 6. PATH CCRPI Content Mastery by Subgroup - Elementary English 2022

Elementary School 2022 – English					
Subgroup	Participation Rate	Beginning Learner	Developing Learner	Proficient Learner	Distinguished Learner
All Students	100.0%	42.55%	30.85%	24.47%	2.13%
American Indian / Alaskan Native	N/A	N/A	N/A	N/A	N/A
Asian / Pacific Islander	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Black	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Hispanic	100.0%	46.43%	30.95%	20.24%	2.38%
Multi-racial	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Economically Disadvantaged	100.0%	43.53%	31.76%	22.35%	2.35%
English Learners	100.0%	50%	25.64%	21.79%	2.56%
Students with Disability	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students

Figure 7. PATH CCRPI Content Mastery by Subgroup - Elementary English 2023

Elementary School 2023 -- English					
Subgroup	Participation Rate	Beginning Learner	Developing Learner	Proficient Learner	Distinguished Learner
All Students	100.00%	29.79%	42.55%	23.40%	4.26%
American Indian / Alaskan Native	N/A	N/A	N/A	N/A	N/A
Asian / Pacific Islander	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Black	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Hispanic	100.00%	34.57%	45.68%	19.75%	0.00%
Multi-racial	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Economically Disadvantaged	100.00%	30.11%	43.01%	22.58%	4.30%
English Learners	100.00%	41.18%	39.71%	17.65%	1.47%
Students with Disability	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students

Among middle grade bands, students also made gains in the Proficient and Distinguished Learner categories according to Milestones results.

Figure 8. PATH CCRPI Content Mastery by Subgroup - Middle School English 2022

Middle School 2022 -- English					
Subgroup	Participation Rate	Beginning Learner	Developing Learner	Proficient Learner	Distinguished Learner
All Students	100.00%	29.96%	38.95%	28.09%	3.00%
American Indian / Alaskan Native	N/A	N/A	N/A	N/A	N/A
Asian / Pacific Islander	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Black	100.00%	9.68%	38.71%	41.94%	9.68%
Hispanic	100.00%	34.68%	38.74%	25.23%	1.35%
Multi-racial	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Economically Disadvantaged	100.00%	31.07%	40.29%	25.73%	2.91%
English Learners	100.00%	38.67%	39.78%	20.99%	0.55%
Students with Disability	100.00%	57.14%	35.71%	7.14%	0.00%

Figure 9. PATH CCRPI Content Mastery by Subgroup - Middle School English 2023

Middle School 2023 -- English					
Subgroup	Participation Rate	Beginning Learner	Developing Learner	Proficient Learner	Distinguished Learner
All Students	99.63%	27.88%	39.41%	27.51%	5.20%
American Indian / Alaskan Native	N/A	N/A	N/A	N/A	N/A
Asian / Pacific Islander	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Black	100.00%	11.11%	25.93%	59.26%	3.70%
Hispanic	99.57%	31.58%	41.23%	22.81%	4.39%
Multi-racial	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Economically Disadvantaged	99.62%	28.63%	38.93%	27.86%	4.58%
English Learners	99.51%	35.00%	40.00%	22.50%	2.50%
Students with Disability	100.00%	60.00%	28.00%	12.00%	0.00%

ELA Remediation Efforts

As a part of its Continuous School Improvement Plan (CSIP), PATH has implemented ELA remediation efforts. As outlined in Priority Area 1, PATH has implemented interventions designed to improve student literacy across all content areas through differentiated English instruction and cross-curricular reading instruction and practice. Differentiation efforts have included the purchase of new instructional resources for daily instruction, the use of paraprofessional one-on-one and group support, a targeted extended instruction program, and the deployment of the IXL program in language arts for individualized practice and regular formative assessment and data collection. ELA teachers meet biweekly as a Professional Learning Community to discuss and revise curricula, review and analyze student data, share research-based strategies for reading and writing, and work towards an annual department goal that is set during preplanning.

To engage students and families in these literacy efforts, PATH has instituted clubs each Friday that expose students to both academic skills and College and Career Readiness. Regular school

engagement nights, including school-wide literacy and language night for parents and students and four Fall curriculum nights, build vital connections between parents and teachers that inform ELA curriculum development and implementation. PATH's Bilingual Liaison and written, verbal and technological communication with parents in multiple languages provide additional access to the curriculum, ensure engagement from each family, and increase buy-in and alignment that facilitates at-home student growth.

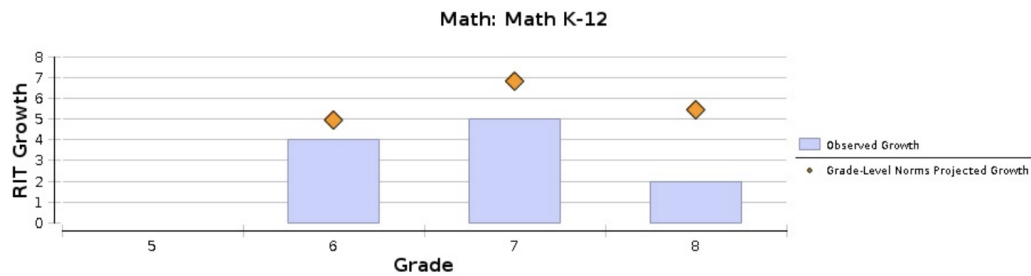
As a part of cross-curricular reading instruction and practice efforts, PATH has utilized Nearpod and Flocabulary software to deliver reading instruction. Cross-departmental content collaboration and school-wide affinity group events integrate literacy skills across the curriculum and increase student exposure to reading skills. To achieve these aims, Science and Social Studies teachers partner with the ELA and ESOL department twice a semester to train and collaborate on incorporating literacy and language development strategies into their curriculum. In addition to professional development training, the Principal and Assistant Principal conduct biweekly or monthly one-on-one coaching sessions with every teacher in the school to provide guidance on requested topics. Departments meet monthly to discuss classroom-level data and progress towards literacy goals, which the Principal ultimately reports to the Board.

Math Performance

When examining whole school data, there is work to be done in Mathematics. In 2021-2022, 78.8% of our students were Beginning or Developing Learners; in 2022-2023, 77% fell in that range. MAP data for 2023-2024 shows the least growth in 5th and 7th grades. Students in these grade levels were in the 24th percentile for growth, which was a 9-point drop from the prior year.

Figure 10. PATH Math MAP Data 2023-2024

DeKalb: Path Academy Charter School																		
Math: Math K-12																		
Grade (Fall 2024)	Total Number of Growth Events†	Comparison Periods						Growth Evaluated Against										
		Fall 2023			Fall 2024			Growth		Grade-Level Norms			Student Norms					
		Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile		
		5	1	*				*					*					
		6	84	203.6	14.2	23	207.8	14.2	19	4	0.7	5.0	-0.45	33	84	39	46	44
		7	89	206.6	11.8	15	211.3	13.8	15	5	0.7	6.8	-1.22	11	89	30	34	32
8	83	211.3	14.4	15	213.3	17.0	12	2	0.7	5.4	-2.15	2	83	19	23	27		



Despite these realities, Elementary Math scores have also shown great positive movement from the Beginning Learner to Developing Learner categories. Across all students, Beginning Learner designations dropped 19.14% from 2021-2022, the majority of which moved to the Developing Learner category. The percentage of Economically Disadvantaged students in the Beginning Learner category decreased by 22.67 points and the percentage of ELL students in the Beginning Learner has decreased by 15.57 points.

Figure 11. PATH CCRPI Content Mastery by Subgroup - Elementary Math 2022

Elementary School 2022 -- Math					
Subgroup	Participation Rate	Beginning Learner	Developing Learner	Proficient Learner	Distinguished Learner
All Students	100.00%	59.57%	18.09%	15.96%	6.38%
American Indian / Alaskan Native	N/A	N/A	N/A	N/A	N/A
Asian / Pacific Islander	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Black	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Hispanic	100.00%	65.48%	17.86%	11.90%	4.76%
Multi-racial	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Economically Disadvantaged	100.00%	63.53%	15.29%	14.12%	7.09%
English Learners	100.00%	64.10%	15.38%	15.38%	5.13%
Students with Disability	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students

Figure 12. PATH CCRPI Content Mastery by Subgroup - Elementary Math 2023

Elementary School 2023 -- Math					
Subgroup	Participation Rate	Beginning Learner	Developing Learner	Proficient Learner	Distinguished Learner
All Students	100.00%	40.43%	42.55%	14.89%	2.13%
American Indian / Alaskan Native	N/A	N/A	N/A	N/A	N/A
Asian / Pacific Islander	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Black	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Hispanic	100.00%	46.91%	43.21%	9.88%	0.00%
Multi-racial	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Economically Disadvantaged	100.00%	40.86%	41.94%	15.05%	2.15%
English Learners	100.00%	48.53%	39.71%	10.29%	1.47%
Students with Disability	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students

Middle grade band CCRPI Content Mastery scores also made gains in Math from 2022 to 2023. Beginning Learner designations dropped while combined Proficient and Distinguished Learners increased.

Figure 13. PATH CCRPI Content Mastery by Subgroup - Middle School Math 2022

Middle School 2022 -- Math					
Subgroup	Participation Rate	Beginning Learner	Developing Learner	Proficient Learner	Distinguished Learner
All Students	100.00%	33.71%	45.69%	14.23%	6.37%
American Indian / Alaskan Native	N/A	N/A	N/A	N/A	N/A
Asian / Pacific Islander	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Black	100.00%	19.35%	51.61%	19.35%	9.68%
Hispanic	100.00%	36.94%	44.59%	13.06%	5.41%
Multi-racial	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Economically Disadvantaged	100.00%	33.01%	45.63%	14.56%	6.80%
English Learners	100.00%	37.57%	46.96%	11.05%	4.42%
Students with Disability	100.00%	64.29%	32.14%	3.57%	0.00%

Figure 14. PATH CCRPI Content Mastery by Subgroup - Middle School Math 2023

Middle School 2023 -- Math					
Subgroup	Participation Rate	Beginning Learner	Developing Learner	Proficient Learner	Distinguished Learner
All Students	99.63%	29.74%	44.61%	20.82%	4.83%
American Indian / Alaskan Native	N/A	N/A	N/A	N/A	N/A
Asian / Pacific Islander	Too Few Students	Too Few Students	Too Few Students	Too Few Students	Too Few Students
Black	100.00%	11.11%	55.56%	25.93%	7.41%
Hispanic	99.57%	32.89%	45.18%	17.11%	4.82%
Multi-racial	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Economically Disadvantaged	99.62%	30.15%	44.66%	20.23%	4.96%
English Learners	99.51%	33.50%	45.50%	17.50%	3.50%
Students with Disability	100.00%	64.00%	28.00%	8.00%	0.00%

Math Remediation Efforts

Teacher turnover/retention post-Pandemic is closely tied to these results. Our 5th grade team lead, who was largely responsible for introducing students to PATH culture, retired in the current charter term. Additional math teacher turnover in the 3rd and 4th years of the charter term meant little curricular continuity. 7th grade math similarly only retained the same math teacher for two consecutive years. Unlike 5th and 7th grades, 8th grade has benefited from retaining the same math teacher for the past 10 years, who has continuously delivered a refined self-authored curriculum. The recovery strategies discussed previously continue to be instrumental in our Math remediation efforts.

Additionally, as a part of its Continuous School Improvement Plan (CSIP), PATH has implemented several math remediation efforts. As outlined in Priority Area 2, these interventions are designed to improve math performance across all grade levels through differentiated math instruction and assessment standardization across grade levels. In addition to curricular and professional development initiatives, as outlined below, PATH has developed community events,

including a Math Bowl and Family Math Night, to galvanize student and family engagement and alignment with our math initiatives.

As a part of differentiation efforts, PATH has allocated daily paraprofessional support to 6th grade students in math programming. This additional support provides one-on-one and small group instruction to students underperforming in the content area. The IXL program in math provides further individualized support through instructional practice and progress tracking for each student. Constant formative assessments quickly and effectively identify student growth areas as students progress. Additionally, 8th grade accelerated students receive instruction in both 8th and 9th grade curriculum, nurturing individualized growth and preparing students for high school instruction. To implement these interventions with fidelity, the math department plans to attend at least 2 math training sessions (1 per semester) related to their grade level to learn, share and implement new strategies. PATH administration will conduct data workshops in August 2024, January 2025 and March 2025 to analyze fall and winter MAP data trends; from these results, departments will determine how they will differentiate for each learner.

Efforts to standardize math assessments across grade levels include adjustments to exams and homework assignments to more closely resemble the Milestones Assessment and additional teacher training to maximize online resource utilization. Improved collaboration efforts at every level involve monthly departmental meetings to discuss data and goal setting based on the goals of the CSIP, weekly grade-level meetings, and Principal-Board meetings to discuss data and goal progression. Taken together, these efforts represent greater vertical and horizontal alignment in math curriculum development and implementation.

Second Look: The “Second Look – School District Comparisons” outlines the following measures:

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

Data for Measures 1 through 4 is not available. Given the impact of pandemic-related data limitations on state accountability systems, the U.S. Department of Education approved Georgia’s modifications to CCRPI which include no Summative Ratings (no overall 0-100 CCRPI or Single Score reported). Additionally, we are unable to report on Content Mastery scores data for the 2020 and 2021 school years or progress scores for the 2021-2022 or the 2022-2023 school years due to COVID’s disruption of the Georgia Milestones and CCRPI data reporting.

The charts below capture PATH’s performance on GADOE’s Accountability Report for Measure 5 and Measure 8. The comparison schools shown represent the district schools to which the charter school’s students would otherwise be zoned; schools that would capture less than 3% of PATH students are not shown.

Figure 15. Second Look - Measure 5 PATH CCRPI Content Mastery School Comparison

Subgroup		% Zoned	2021-2022 Content Mastery Score	2022-2023 Content Mastery Score
Elementary	PATH	--	39.2	44.5
	John R. Lewis	45.1%	33.4	30.6
	Montclair	15.9%	28.6	37.1
	Oakcliff	12.4%	52.4	54.2
	Woodward	12.4%	40.0	47.4
	Dresden	5.3%	21.0	27.1
	Doraville United	3.5%	35.1	35.5
Middle	PATH	--	49.0	49.3
	Seqouyah	85%	34.6	35.7
	Peachtree MS	3.3%	64.0	63.4

Figure 16. Second Look – Measure 8 PATH CCRPI Progress School Comparison

Subgroup		% Zoned	2022-2023 Progress Score
Elementary	PATH	--	63.3
	John R. Lewis	45.1%	73.2
	Montclair	15.9%	90.3
	Oakcliff	12.4%	99.4
	Woodward	12.4%	96.3
	Dresden	5.3%	76.8
	Doraville United	3.5%	92.9
Middle	PATH	--	94.2
	Seqouyah	85%	75.8
	Peachtree MS	3.3%	63.4

Figure 15 shows PATH outpacing the Content Mastery scores of two thirds of its elementary comparison schools in each data year. PATH also exceeded one half of the Content Mastery scores of its middle grade comparison schools. Of particular note, the schools that PATH outperformed represent 61% and 85% of where PATH students would otherwise attend elementary and middle school, respectively. *For the majority of PATH students – and the vast majority of PATH’s middle school students, who represent 70% of the student body – PATH provides a better educational opportunity than students would otherwise receive at their traditional local public school.*

As Figure 16 shows, PATH's middle grade performance outpaced comparison CCRPI Progress scores in the data year available. Conversely, while we can only report one year of Progress scores in the charter term, PATH's Elementary Progress scores clearly lagged behind other district schools. As discussed above, achievement is rarely measurable in a student's first year at PATH. The largest percentage of PATH elementary students are drawn from the lowest performing comparison school on this measure, John R. Lewis Elementary School. John R. Lewis reports a 100% economically disadvantaged student body with 88.6% of its student body designated as English Learners. Students pulled from disparate and underperforming school environments often take time to show growth at PATH.

Figures 17 and 18 below show district comparison outcomes for Content Mastery and Progress as tracked by Measure 6 and Measure 7. The same pattern emerges in these less granular outcomes: growth evidenced by improved outcomes in middle grade levels.

Figure 17. Second Look – Measure 6 PATH CCRPI Content Mastery District Comparison

Subgroup		2021-2022 Content Mastery Score	2022-2023 Content Mastery Score
Elementary	PATH	39.2	44.5
	DeKalb County School District	49.9	55.3
Middle	PATH	49.0	49.3
	DeKalb County School District	46.6	49.2

Figure 18. Second Look – Measure 7 PATH CCRPI Progress District Comparison

Subgroup		2021-2022 Progress Score
Elementary	PATH	63.3
	DeKalb County School District	90.4
Middle	PATH	94.2
	DeKalb County School District	81.7

- 3) Describe the school's current financial situation. In your description: Include an explanation of financial results.
 - a) 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.
 - b) Explain how the school will address any struggles discussed above as well as any outstanding debts. Explain how the school will allocate any surplus funds.

Financial Performance

DeKalb PATH had an unqualified audit every year of its charter term for which data is available. Audits were conducted by McKelvey and Russell, LLC and Bambo Sonaike CPA, LLC. Figure 19 below shows that PATH has met each financial standard in the measures and years for which data is available in the current charter term. All audits received an un-modified opinion with no material weaknesses or significant deficiencies identified. Year 1, Year 2 and Year 3 audits were completed and submitted to GaDOE in a timely manner by November 1st. Year 4 (FY24) is on track for submission prior to November 1st.

The budget for PATH is prepared by the Chief Financial Officer (CFO) and subsequently approved by the Board following two public hearings. The budget is developed based on fixed recurring costs, with additional consideration given to any variable costs that may fluctuate from year to year.

Annually, PATH spends about **68%** of its budget on student education including teacher salaries. PATH spends approximately **5%** on facilities costs through its arrangement with Oglethorpe University and allocates approximately **17%** of its budget to transportation, a critical service for the families it serves. Transportation costs have risen during the current charter term, and PATH secures these services through a contract with a third-party vendor (see Exhibit 17 for the

transportation agreement). PATH plans to pursue transportation at a reduced cost through a different vendor during the next charter term.

PATH operates with a lean administrative team, consisting of a Principal and an Assistant Principal, to ensure comprehensive student services, support, and high-quality instruction. The school maintains substantial days of cash on hand annually (average 305 days) due to a robust fund balance, enabling it to meet short-term financial obligations and plan for long-term priorities effectively and efficiently. PATH accurately projects enrollment each year, allowing for proper budgeting, and maintains a debt-to-asset ratio between **4% and 9%**. Throughout the first four years of the charter term, PATH has adhered to Generally Accepted Government Accounting Standards (GAGAS) and, as of year four of operations, has met all reporting requirements to the Department.

Figure 19. PATH Financial Performance Outcomes

School/System Name: DeKalb PATH Academy						Charter Term: July 1, 2020 - June 30, 2025								
Contract Terms and Performance Goals			Assessment		2020-2021 (FY21)		2021-2022 (FY22)		2022-2023 (FY23)		2023-2024 (FY24)		2024-2025 (Current Year)	
Financial Performance Goal 1: During each year of its charter contract term, the Charter School shall achieve all six of the following financial performance standards.														
Measure 1: Not be in default of loan or bond covenant(s) and/or is not delinquent with debtservices payments.					✓		✓		✓		✓		TBD	
Measure 2: Achieve a Current Ratio (Working Capital Ratio) that is greater than 1.0 or greater and one-year trend is positive.					1.0+	9.2	1.0+	175.5	1.0+	31.2	1.0+	54.4	1.0+	TBD
Measure 3: Possess a Debt to Asset Ratio that is less than 95 percent.					>95%	9%	>95%	8%	>95%	8%	>95%	4%	>95%	TBD
Measure 4: Unrestricted Days Cash (Total Expenses/365) is greater than 45 days and the one-year trend is positive.					45+	279	45+	336	45+	301	45+	239	45+	TBD
Measure 5: Financial Efficiency Rating is 4 Stars or above.					Not Available		Not Available		Not Available		Not Available		Not Available	
Measure 6: 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 GAGAS (Generally Accepted Government Auditing Standards (the "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 a going 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.					✓		✓		✓		✓		TBD	

Figure 20. PATH's Economic Sustainability Metrics

Fiscal Year	EOY Operating Income	Ending Fund Balance	Ending Fund Balance as % of Expenses	Notes
2020-2021 (FY21)	\$275,933	\$3,325,492	76%	-
2021-2022 (FY22)	\$928,069	\$4,127,838	92%	PPP loan forgiveness, reduction of lease liability
2020-2023 (FY23)	\$273,718	\$4,267,496	83%	-
2023-2024 (FY24)	\$436,352	\$4,561,057	66%	-

Financial Struggles and Successes

PATH has not faced financial difficulties during the current charter term. PATH has consistently maintained positive financial measures since its inception, largely due to its lean administrative team and organizational efficiencies. The school leases its facility from Oglethorpe University for an average of \$139,538.18 per year, or \$11,628.18 per month: a cost that supports long-term financial viability.

Fraudulent Behavior

To date, there have been no instances of fraud at PATH. The school has implemented several safeguards to prevent fraud, including:

1. Maintaining petty cash under \$100;
2. Ensuring all checks are made payable to PATH Academy and deposited weekly;
3. Requiring dual signatures (from the principal, Board treasurer, or CFO) for checks over \$10,000;
4. Having mail opened by the operations manager or assistant principal before it is given to

the CFO.

Mitigating Challenges /Managing Outstanding Debts

During the current charter term, PATH encountered no financial challenges, aside from transportation costs. The pricing from the current vendor exceeded PATH's budgeted estimates. Nevertheless, understanding the significance of transportation for our families, PATH successfully provided this service by utilizing additional funds from reserves. The school does not have any outstanding debts and maintains a robust reserve.

Allocation of Surplus Funds

Surplus funds are allocated to a high yield investment account, which produces additional income for the school. The school also maintains adequate reserves with an average 289 days of cash on hand.

- 4) Provide a brief overview of the school's current governance structure. In your description, you must include: Specific examples of decisions the governing Board has made on behalf of the school;
 - a) Specific examples of decisions the school leader has made on behalf of the school;
 - b) How the governing Board holds the school leader, any charter partners (ESP/CMO/EMO), and any independent contractors accountable; and
 - c) 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.

Governance Overview

DeKalb PATH's governing Board exercises substantive control over the school's finances, operations, and academic program. As outlined in the charter contract, the duties of the governing Board are to: (a) uphold the Charter school's mission and vision, (b) set policy for the school, (c) work collaboratively with school officials to ensure the school complies with the performance goals established in the charter contract (d) ensure effective organizational planning, and (e) ensure

the financial stability of the school. To achieve these directives, PATH's Governing Board exercises strong policy-making and oversight functions; through a strong relationship with PATH's school leader, the Board ensures proper implementation of Board policies and the effective management of the school.

Principal Decisions

The relationship between PATH's Governing Board and the Principal is vital to the success of the organization. The school's leadership team handles daily operations and policy implementation while ensuring school operations and instructional delivery models are consistent with the charter goals. The Principal is empowered to recommend personnel actions, curricular materials, adjustments to policies, school improvement plans, and financial plans. School administration also designs professional development programs for staff, makes recommendations to the Board regarding instructional program allocations, and analyzes school data and tracks student progress for the Board. The Principal makes all employment recommendations for ratification by the Board. The role of the Board is to govern the school and hold the Principal accountable for the effective management of the school. The Board does this through regular, formal collaboration with the Principal to examine data and strategies, problem-solve, and identify resources for the school leader. In accordance with State Board Rule 160-5-1.37, PATH implements the Teacher Keys Effectiveness System (TKES) and the Leader Keys Effectiveness System (LKES) to evaluate the effectiveness of the school leader and school staff. To maintain a culture of continuous improvement, the Board conducts an annual evaluation of the Principal and the CFO using the LKES process. One member of our Board members is credentialed in using LKES at all times. This process holds the Principal accountable for goals in the areas of operations, finance, and organizational effectiveness. Additionally, this evaluation allows for regular and specific feedback

to be delivered to the Principal.

Figure 21. PATH Example Decisions

Category	Board	Leader
Finance	The Board oversees the audit process and selects the auditor. The Board approves the final operating budget each fiscal year and ensures that the budget hearing law is adhered to.	The leader works closely with the Board to develop and recommend a budget that allows her to implement the program with fidelity while increasing organizational effectiveness.
Resource Allocation	A few examples of Board approvals: • Construction of a new student Playscape • Allocation of funds for a new accessibility lift • Adjustment of teacher salaries in the budget to equal the Dekalb County pay scale. This has allowed PATH to attract and retain top teachers for its staff	The leader identifies areas of need and presents resource allocation requests to the Board. For example, the leader identified that the current Playscape was unsafe, gathered quotes for new instruction, and proposed the project be earmarked at the Board meeting. The leader created the Afterschool Program to generate additional school funds.
Personnel	Each year, the Board ratifies all hiring decisions. The Board discusses or deliberates upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of each public officer or employee.	Each year, the leader makes recommendations to hire, renew, or non-renew teacher contracts.
Curriculum & Instruction	The Board approved the development of new student programming, ensuring that they align with PATH's mission, vision, and the school's essential and innovative features.	The leader developed and implemented a refined Extended Day program, Restorative Circles, and a House System designed to build school community, mitigate learning loss, and meet students' unique social emotional needs.
School Improvement	The Board reviews and approves school changes. For example, the Board voted to approve the new Path Sponsorship Program to assist students with uniforms/jersey's, school sports fees, and choral music program via donations from	The leader acquired and cultivated several partnerships with local organizations: • Amigos de la Comunidad (acquired with help from Board member) • The Bridge Between

	community and small business owners.	• Free Coalition for Charter • Path Sponsorship Program
School Operation	Board approved the hiring of a new CFO who reports directly to the Finance Committee and the Board as a whole.	Leader manages the daily operation of the school and implementation of Board decisions. See above examples.

In the current charter term, the Board and Principal have collaborated to meet community needs throughout the pandemic and make significant improvements to PATH's programming and operations. As noted above, the governing Board has utilized its governance and oversight capabilities to further school growth. For example, the Board dedicated greater resources to staff salaries, attracting and retaining greater talent in the classroom, and directed funds for a new accessibility lift and safer playground equipment for students. PATH's school leader has led improvement efforts at the school level, particularly creating greater student engagement opportunities. For example, the Principal collaborated with Ms. Simpson, PATH's CFO, to kickstart the Path Sponsorship Program. With the help of community businesses and charitable individuals, this program generates funds for student events and trips.

The administration team's insight at the school level, combined with the Governing Board's oversight and resource allocation abilities, have propelled PATH improvement efforts. Alignment under the common mission to serve PATH's unique population has made these joint efforts successful.

Governance Structure

The Board's ability to exercise the broad flexibility granted in the charter contract is directly linked to the quality of the Board's oversight and decision-making processes. The Board meets at least 7 times per year to ensure that board members receive regular updates from the school leader and administrative team and can make timely governance decisions. Each Board member is required

to regularly attend board meetings; PATH's Board retains the ability to remove those not actively engaging in governance duties. Board work is currently led by the Board Chair and Board Vice Chair and supported by a Secretary and a Treasurer. Officers are elected on a yearly basis. PATH does not engage with a EMO/CMO or other major contractor at this point, nor does it plan to.

While PATH's governing Board has historically operated successfully as a committee of the whole, it is currently transitioning to a committee structure. The three committees include: the Academic Committee, Finance Committee, and Governance Committee. The committee structure will allow for stronger and more detailed oversight into areas of finance, resource allocation, personnel, curriculum, school improvement, and school operations. PATH's Principal and administrative leadership, being regularly responsive to such committees, are held to the highest standard against the Governing Board's strategic objectives. Additionally, the committee structure, in combination with adherence to Open Meetings directives, allows for more transparent and effective Board meetings.

Academic Committee

The Academic Committee is responsible for oversight of PATH's academic achievement and for the evaluation of PATH leadership. At least one member of this committee will be trained and credentialed by the Georgia Board of Education to use the Leader Key Effectiveness System to evaluate the school leader(s). The committee will also assist the school leader(s) in identifying educational resources and grants to support teaching and learning.

Finance Committee

This committee will focus on budgeting, school spending, opportunities for additional income like fundraising and grants, and long-range financial planning. Committee members will work closely with the CEO and CFO. The treasurer will be the chair of the Finance Committee, which includes

two other selected members. The Finance Committee will be responsible for developing and reviewing fiscal procedures, fundraising plans, and the annual budget with staff and other board members. The Board must approve the budget, and all expenditures must be within budget. Any major change in the budget must be approved by the Board or the Executive Committee. Annual reports will be required to be submitted to the Board showing income, expenditures, and pending income. The financial records of the organization are public information and will also be made available to the membership, board members, and the public.

Governance Committee

The purpose of the Governance Committee is to ensure that the Board fulfills its legal, ethical, and functional responsibilities through adequate governance policy development, recruitment strategies, training programs, monitoring of board activities, and evaluation of board members' performance. This committee will particularly focus on board compliance with Georgia laws, particularly the Open Meetings Act and Open Records Act. The Governance Committee will ensure that the Board of Directors is able to govern the organization effectively through: creation of governance policies and procedures; recruiting and nominating suitable board members; providing orientation and training programs for board members, and evaluating the performance of individual members and the board as a whole. The Governance Committee will ensure that the board does not fall below the number of directors required by the bylaws and that any directors appointed to the board understand and agree with the mission of the organization and the code of ethics for directors.

Board Composition

PATH's Board of Directors is currently composed of seven members, not including the Principal who is an ex-officio member. The Board always consists of two parent representatives and one

faculty representative. Members represent various fields of expertise, including legal, finance, accounting, business, and education.

In adherence with Goal 6 of Appendix A of PATH's charter contract, which outlines the school's accountability requirements, PATH successfully maintains a Governing Board reflective of the socioeconomic diversity of its student community. It is PATH's mission to provide a learning environment supportive of local immigrant and refugee families, which are prevalent in our attendance zones of Clarkston, Stone Mountain, Brookhaven, and Chamblee. Culturally responsive instruction begins with a governing board personally attuned to the lived experiences of the student body. As such, PATH's Board recruitment and selection process is designed to pull members from a diverse range of personal and professional experiences and racial and ethnic backgrounds. Currently, **37.5%** of our Board members identify as Latina, **25%** of our Board members identify as Black, and **37.5%** of our Board members identify as White.

Figure 22. PATH Academy Governing Board Composition

Name	Role/Title	Term Start Date	Board Role Start Date	Identifies
Bonnie Birrell	Chair	March 2021	March 2021	Female, White
Michelle O'Neil	Vice Chair	February 2024	February 2024	Female, White
Marvia Bright	Secretary	March 2021	March 2021	Female, Black
Tim Kalbas	Voting Member	March 2021	March 2021	Male, White

David Morgan	Voting Member	January 2024	January 2024	Male, Black
Celenia Perdomo	Voting Member	February 2024	February 2024	Female, Latina
Aceli Zenil	Voting Member	October 2017	October 2017	Female, Latina
Crystal Felix-Clarke	Ex-Officio	August 2016	August 2016	Female, Latina

PATH's Governing Board is subject to the Open and Public Meetings Act, O.C.G.A. § 50-14-1 et seq, which requires maximum transparency and proper communication with the public about scheduled meetings and Board actions. PATH has maintained Board information on its public website. PATH posts the time, place, dates, and agenda of board meetings one week in advance and a Summary of Action within two days of the meeting. Meeting minutes are published within 10 business days of board approval. Through streamlined publication processes and governance training with GCSA, the PATH Governing Board has made a concerted effort to improve its transparency and timely public posting of its meeting materials. The Board Chair is responsible for providing the Agenda for publication. Board Secretary, Marvia Bright, shares a draft of the Summary of Action and Meeting Minutes with the Board Chair, who sends it to the webmaster for publication to the website.

The Board is also subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, and any subsequent amendment thereof. As such, in addition to meeting agendas and minutes, the

Governing Board maintains its adopted policies and budgets on its website for public inspection. In adherence with its charter contract, the PATH Board must also conduct regular meetings consistent with principles of transparency and the avoidance of conflicts of interest. The Governing Board follows a strict conflict of interest policy and requires board members to disclose all affiliations and sign a conflict-of-interest agreement annually. Before members can be voted onto the Board, they must sign a PATH Academy Policy, which is based on the State's model policy. Additionally, the Governing Board follows a strict Code of Ethics, which is also based on the State's model policy. Board members must sign this Code of Ethics before they can be voted onto the Board.

Governing Board Training Program

O.C.G.A. § 20-2-2072 and SBOE Rule 160-4-9-.06 require members of locally-approved charter school governing boards to participate in nine hours of annual training conducted by a State Board of Education (SBOE) approved provider. New governing board members must complete an additional six hours of training. Topics covered in training for new and existing Board members must conform to those defined by the Georgia Department of Education.

PATH Academy had successfully engaged with the Georgia Charter Schools Association and 21Cobalt to fulfill its governance training requirements, which are both SBOE-approved providers. The PATH Governing Board annually adopts a training program, and the Board Chair oversees this requirement. The Board Chair supports board members in completing annual training through the following:

- Frequent check-ins and reminders
- Providing online training options through GCSA
- Facilitating GCSA Conference admission for Board members

- Scheduling whole-group training through an SBOE-approved provider
- Investigating training providers for Spanish-speaking board members

During the current charter term, the PATH governing Board has received training in the following topic areas to build a strong, diverse Board poised for succession and growth:

- Required Financial Best Practices and Whole group training
- Board Chair Training
- Open Records training
- Induction, Orientation, and Mentoring New Board Members
- Varied topics at the GCSA Conference

A copy of the Governing Board training program is included as **Exhibit 6**.

- 5) 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:
- a) Evaluate and identify students with disabilities;
 - b) Develop, review, and revise Individualized Education Programs (IEPs);
 - c) Integrate special education into the general education program;
 - d) Ensure that the school facility meets the requirements of other related laws including the Americans with Disabilities Act (ADA) and Section 504;
 - e) Address student discipline;
 - f) Handle programming disputes involving parents;
 - g) Ensure confidentiality of special education records;
 - h) 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
 - i) Secure technical assistance and training.

Special Education Overview

PATH Academy is committed to providing an education that meets the unique educational and developmental needs of each student. In alignment with our mission, our special education services

(SPED) ensure that special education students receive the same tools as their peers for pursuing a life passion and enriching their communities. Most of PATH's SPED students receive services in a General Education setting, which promotes inclusivity. Our program pays particular attention to our SPED/ESOL population. Currently, 7.3% of PATH's population receives special education services. Of our 197 active ESOL students, 13% also qualify for SPED services. To promote strong educator collaboration in service delivery, each SPED teacher is dual-certified in a content area and each content area teacher is dual-certified in ESOL. Extended time and classrooms with multiple teachers facilitate comprehensive service delivery for each student. PATH adheres to all federal special education laws and regulations, including the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act (IDEA). Efforts to comply with these laws and regulations are detailed in the sections below.

PATH's special education staff includes a Lead Teacher for Special Education (LTSE), one special education case manager, three certified special education teachers providing direct services to students according to their IEPs, and dual-certified teachers in each grade. As part of the DeKalb County School District, PATH utilizes the SPED services provided by the district. As a start-up charter school, these services include an LTSE, who oversees our special education program. The LTSE provides technical assistance to the special education teachers, regular teachers, and the chair of the Student Success Team (SST) on a weekly basis. Additionally, PATH receives funding for four special education teachers, one of whom serves as a case manager for all PATH special education students. The case manager is responsible for coordinating services, communicating with parents, and holding special education meetings. The remaining three special education teachers, along with dual-certified special education teachers in each grade, are responsible for

executing and delivering special education services.

This special education staffing structure ensures that special education teachers receive the support they need while adapting and delivering curriculum to meet students' needs. This structure also surrounds special education students with layers of support designed to provide regular opportunities for IEP adjustments and progress monitoring. Oversight of this unit by the Principal creates clear accountability for the implementation of services and student growth. Additionally, smaller class sizes, a smaller school environment, flexible grouping, and a data-driven practice allow teachers and staff members to accurately identify students who lag behind their peers in different subject areas. Teachers also work as a team to implement the Response to Interventions (RTI) process in their teaching.

Identification of Students for Special Education Services

Child Find mandates, as described in 34 C.F.R. § 300.111 and Georgia Rule 160-4-7-.03, require LEAs to implement policies and procedures designed to identify, locate, and evaluate all students within their jurisdiction suspected of having disabilities. Section 504 regulations require that LEAs provide a “free appropriate education” (FAPE) to such students, regardless of the nature or severity of the disability. PATH prioritizes the early identification of students with disabilities and implements comprehensive procedures to identify student needs and develop IEPs tailored to student needs.

PATH Academy does not discriminate against students with disabilities during the admission process and/or other aspects of school operations. PATH follows GADOE’s “Response to Intervention (RTI): Student Interventions” guidelines to identify and place students in the Special Education Program. The following timeline is usually implemented:

Tier 1: Four to 6 weeks of Standards Based Instruction —GPS, differentiation, grouping,

benchmarks.

Tier 2: Six weeks of Individual Needs Based Instruction—supplemental instruction with evidence-based interventions, monthly/bimonthly progress monitoring in deficit area

Identify the Problem

- a. Assess why the problem is occurring
- b. Select an intervention
- c. Select a desired goal
- d. Document progress using RTI forms at least 1 time weekly
- e. Conduct at least 2 parent conferences to discuss concerns and progress
- f. Consult with SST chair to request SST

If a student fails to make academic progress after Tier 1 and 2 interventions, the student will be referred to the SST chair as part of the Tier 3 interventions. The SST chair starts an SST process for the student. When the student goes through the SST process in Tier 3 and fails to make adequate academic progress, the student will be referred to special education evaluation (Tier 4).

During the special education evaluation, the student will be evaluated by a psychologist or evaluator(s) from DCSD. In accordance with Section 504, the parents or guardians will be given the general information containing a general description of the types of psychological evaluation. The psychologist or evaluator(s) will choose specific tests that are thought to be best for the student's age, grade, and physical growth. Parents will be given specific information on the tests used at the time the results are reviewed and at special education Individualized Education Program (IEP)/Placement meetings. Before testing can begin, parents must sign a parental consent to evaluation. Once this document is signed, the District has 60 days to evaluate the child for special

education. The student is always assessed in all areas of suspected disability.

Development, Review, and Revision of IEPs

PATH adheres to the IDEA in ensuring that each student receives individualized special education services and related services tailored to the unique needs of the child. Once the school district's psychologist conducts the special education evaluation, the school SST team along with the parent, school psychologist, general education, and special education teacher conduct an IEP eligibility meeting. At this meeting, the team determines whether the student qualifies for special education services. A district level special education employee is always invited to these meetings.

If the student is placed in the special education program, the student will receive the services according to his/her IEP, as developed by the IEP team. Incoming students with an IEP will receive their service according to their IEP as well. In accordance with the IDEA, each student's IEP will be reviewed and updated annually (or more if necessary) so that the student will receive the most appropriate and effective interventions and support he/she needs. At least once every three years a re-evaluation meeting is held to determine if continuation of Special Education Services is required.

Integration of Special Education into the General Education Program / Revisions to IEPs

In its SPED program delivery, PATH is committed to providing special education students the Least Restrictive Environment (LRE). To achieve this, the Special Education Program at PATH Academy emphasizes co-teaching and inclusion models that provide appropriate intervention and support to the student in the content areas in the general education classroom. Special education students also receive extra tutorial services during the after-school tutorial program and Saturday School Program. Special education and regular education teachers monitor the students' academic progress closely through weekly and unit assessments. They meet weekly to discuss methods and

materials that they can use to improve students' academic progress.

On a quarterly basis, the teachers discuss the academic progress of each student to see whether the student meets the goals set forth in his/her IEP. If the student does not meet his/her goals, a more comprehensive plan of modification and intervention will be established. If the student meets or exceeds his/her goals, new goals may be added. At the end of the school year, academic progress of each student is evaluated and compared with that of his/her peers in a regular education program. This helps the teachers to revisit the delivery of the materials and the curriculum. Teachers might find that adjustments must be made to meet the needs of the students in the special education program.

The following arrangements for special education services are also implemented by DCSD:

- Itinerant services for students with speech/language disorders, as identified in their IEP, shall be provided by the DeKalb County Department of Support Services.
- Students whose IEP list services in the areas of vision impaired, legally blind, deaf/hard of hearing (hearing impaired), or orthopedically impaired may receive services from an itinerant teacher of Students with Visual Impairments (TVI)

PATH participates in special education training through the district. As additional training needs are identified PATH works with the LTSE collaboratively to identify the correct training opportunity through the district.

Facility Compliance with ADA and Section 504

PATH Academy's facility complies with all federal regulations pertaining to Section 504 of the Rehabilitation Act of 1973, as well as the Americans with Disabilities Act (ADA). According to Section 504, the school facility cannot be a barrier to students with disabilities accessing programming available at the school. All necessary adjustments and/or modifications have been

made to meet all the needs as specified and required by Section 504 and ADA requirements. The PATH facility has ADA compliant restrooms as well as accessibility at the main and side entrances to the building.

Discipline for Special Education Students

PATH Academy is required to follow DeKalb County School District's Student Code of Conduct. This policy and the resulting procedures ensure that all students, regardless of disability status, are afforded due process in discipline matters. As such, students with special needs are not exempt from disciplinary actions should infractions arise that merit such consequences. School personnel may remove (suspend) a student with a disability from school if he/she violates the Code of Conduct. Should a suspension of more than 10 days or more be recommended by staff, the student is entitled to a Manifestation Determination Hearing. This hearing must be held within 10 days of the suspension. The 10 days of suspension are cumulative over the course of the school year.

During the hearing, the student's IEP team reviews all relevant information, including the IEP. In addition to determining the connection between the infraction and the disability, the hearing also serves to determine whether or not the services provided for in the IEP are fully implemented. If the behavior is determined to be a manifestation of the student's disability, a functional behavioral assessment must be conducted and a behavior intervention plan is either developed or revised according to the student's needs. In this case, the student immediately returns to school. In the event that the infraction is not a manifestation of the student's disability, the student will be referred to a disciplinary tribunal in accordance with the code of conduct and the student's due process rights. In this case, the disciplinary tribunal may determine additional consequences including expulsion from the school.

Resolving Disputes Involving Parents

While PATH encourages a culture of partnership with parents throughout the special education process, conflicts may arise between the school and parents. To resolve conflict, PATH Academy complies with all provisions under the Individuals with Disabilities Education Act (IDEA). IDEA procedures allow formal and informal methods for resolving issues that arise. PATH's first course of action, the informal approach, may involve conducting an IEP meeting to discuss and revise the student's IEP. Parents are entitled to receive a copy of the Parent's Rights Under the Individuals with Disabilities Education Act before each meeting regarding their child's IEP.

IDEA provides three more formal ways to help parents and school systems resolve disagreements: mediation, formal complaints, and due process hearings.

Mediation

Parents have the right to ask for mediation if they disagree with the IEP and/or any related services. GaDOE will select a neutral third-party mediator at random. Mediation is free to both the parent and the school system. Either party can bring a lawyer or advisor to the table. All discussions during mediation are private. If the parties reach an agreement during mediation, the parties must sign a binding agreement in writing that can be enforced by a court of law.

Complaints

A parent or any citizen may file a formal complaint with the GaDOE if he or she believes the school system violated the IDEA. The formal complaint must state how PATH violated the requirements of the IDEA, with accompanying supporting documents and must be signed by the complainant. The violation in question must have happened less than one year before the date the complaint is filed. The school must provide a signed and written response to GADOE and the complainant. The parties may also mutually agree to resolve formal complaints through mediation instead. GADOE will provide a decision within 60 days and their decision is final and cannot be

appealed.

Due Process Hearing

Either a parent, school, or school system may ask for a due process hearing related to the student's identification, evaluation, educational placement, or receiving a free appropriate public education (FAPE). The school system must give parents a list of any free or low-cost legal services at the start of a due-process hearing. There is a statute of limitations dating back to two years when the parent knew (or should have known) about the complaint. However, the two-year time limit does not apply if the school incorrectly informed the parent that the problem was resolved and/or the school failed to properly inform the parent.

Confidentiality of Records

PATH Academy complies with all applicable federal and state privacy laws pertaining to students with disabilities' educational records, including FERPA and IDEA. Under IDEA provisions, parents have the right to keep their SPED student's records private. To achieve this aim, and to meet FERPA requirements, PATH institutes the following procedures:

1. Housing all SPED scholar's records in a locked, fireproof file cabinet, behind a locked door, in the SPED wing of the library of the school. PATH keeps a record of each individual who accesses these records. The school maintains a list of people who have access to records with personally identifiable information.
2. Only school employees or contractors for school services currently involved with the child receiving special education services may see the student's records. Likewise, confidentiality applies to discussions about students and student's records.
3. Ensuring that any correspondence, electronic or otherwise, referencing a specific scholar

includes the student's first name, last initial, and/or student identification number required.

Electronic documents are also password-protected.

4. Staff who have reason to interact with student records receive annual training on confidentiality requirements. PATH administrators have also completed required training on student records management.

Service Providers

PATH special education staff members attend all required DCSD training regarding services and procedures under IDEA and Section 504. The school commits to staffing special education positions with fully certified teachers who are certified in special education. DCSD provides technical assistance in their role as authorizer and LEA by providing guidance, support, and oversight as needed.

- 6) 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.

English Learner Overview

As part of PATH Academy's target population, English Language Learners (ELLs) are at the heart of our mission. In the current school year, 53.5% of students receive English to Speakers of Other Languages (ESOL) services. As a result, ESOL plays a major role in our educational program. PATH Academy adheres to State Board Rule 160-4-5-.02 when identifying, placing, instructing, and assessing English Language Learners (ELLs).

Identification of English Learners

In identifying ELLs, PATH complies with Georgia Department of Education Guidelines,

which require administration of the Home Language Survey and, if applicable, the administration of the **WIDA Screener**. Upon enrollment to PATH Academy, students are identified as eligible for ESOL instruction through their permanent record file from a Georgia school system or through the Home Language Survey. All students whose parents have indicated that a language other than English is spoken at home or by the student take an English language proficiency test to determine eligibility for the English to Speakers of Other Languages (ESOL) program. These scholars are assessed with the age-appropriate **WIDA Screener**, which assesses language proficiency in four domains: listening, speaking, reading, and writing.

Students qualifying for services are then placed in our ESOL program. PATH notifies parents of student qualification for ESOL services via letter, provided in the parent or guardians' home language. PATH follows DCSD protocol for families choosing to opt-out of direct ESOL services, at which time parents are sent a Parental Waiver of Direct ESOL Services.

PATH administers the ACCESS for ELLs test annually to ESOL students within the district's designated testing window to measure progress. Students who achieve the necessary passing score on the ACCESS assessment, as determined yearly by DCSD, become listed as EL-Monitored, ready to exit ESOL language program services. Following exit from the program, students are monitored for at least two years to ensure they receive ongoing support as they continue to work toward grade-level academic language performance and adapt academically, socially, and psychologically in the regular classroom. ELL students continue to receive support for their learning through flexible grouping that explicitly addresses their learning needs. They are monitored by their core subject teachers and the ESOL team to ensure sustained growth. Although PATH utilizes the DCSD yearly determined ACCESS score as the exit criteria for

ESOL, there is also the opportunity for students to be re-classified as EL-Monitored using DSCD's additional criteria for exit. This criteria involves considering all students who meet all the following reclassification criteria: Overall Composite Proficiency Level of 4.3 to 4.9; Literacy Score of 4.3 or above; and Comprehension Score of 4.3 or above.

The ESOL department chair and classroom teachers meet to determine whether students in this category should be exited from the ESOL Program. This process includes examination of ACCESS Scores, which measure English language proficiency, MAP scores, which assess academic growth, and GMAS Scores, which evaluate academic achievement. Parents are also included in this process to make sure that they understand the committee's recommendation and that they are comfortable with the decision

Services for English Learners

PATH's ESOL program structure contains three primary components: one designated full-time ESOL Coordinator, at least one ESOL teacher per grade, and content-area teachers trained in ELL instruction. In accordance with State Board Rule 160-4-5-0.2, the ESOL Coordinator and grade-level ESOL teachers hold the necessary ESOL certification from the Georgia Professional Standards Commission. PATH provides regular training to content-area teachers in methods and strategies for accommodation of lessons for ELLs. Over 70% of our teachers have been trained in Instructional Conversations pedagogy through courses at UGA. PATH's administration also has vast related experience, which aids in the effective implementation and oversight of our ESOL program.

PATH's ESOL program employs a Sheltered Content instructional model supported by co-teaching instruction; ESOL students receive academic language and content instruction in a classroom composed only of ELLs. In each grade level, EL students are grouped by modality into a single class accompanied by an ESOL teacher. Placement of EL students by modality provides

meaningful access to ability-appropriate core content; ESOL students have equal access to PATH's rigorous academic program and are able to work towards grade-level standards while attaining English language proficiency.

For core content classes, content area teachers trained in ESOL practices provide accommodation through modified and scaffolded lessons. For example, teachers may pre-teach vocabulary, provide background knowledge, use a high number of visual aids, review frequently, and employ a host of other research-based strategies for making content comprehensible to EL students. The curriculum for core content courses is based on the state-adopted WIDA and is aligned with the Georgia State Standards of Excellence. Small-group instruction and pull-out groups for some ELA classes facilitate close content delivery.

ESOL classes focus on building social and academic English language skills in the four domains of reading, writing, listening, and speaking. Students' progress is monitored throughout the year to ensure that EL students have the tools they need to excel in PATH's rigorous academic curriculum. In addition to ACCESS, the MAP assessment data along with student work is regularly reviewed to determine progress and appropriate flexible group placement.

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

At the time of DeKalb PATH's charter renewal petition, data obtained from the Office of Civil Rights reflected its [most recent data year as 2020](#). While Figure 23 details this data, for comparison purposes, we have also included relevant discipline data for every year of PATH's current charter term (excluding the current school year). This updated data was retrieved from the [Governor's Office of Student Achievement K-12 Dashboard](#) and it summarizes PATH's discipline data over

the current charter term in comparison to discipline data from the DeKalb County School District as well as the state of Georgia.

Figure 23. 2020 OCR Discipline Data

OCR Student Discipline Data 2020			
	In-School Suspensions (Students without Disabilities)	More than One Out-of-School Suspensions (Students without Disabilities)	Expulsions (Students without Disabilities)
Ethnicity/Race			
Latino / Hispanic	20.5%	18.1%	20.2%
American Indian	1.3%	1.4%	1.0%
Asian / Pacific Islander	<1.0%	<1.0%	<1.0%
Black / African American	22.8%	26.7%	26.3%
White	49.6%	47.5%	46.6%
Two or More Races	4.8%	5.3%	4.8%

Figure 24. 2020 State, District, School Discipline Data Comparison

State of Georgia 2020		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
6.7%	4.8%	0.1%
Ethnicity/Race	Percent of Disciplined Population VS. Percent of Overall Population	
Latino Hispanic	12.5%	16.7%
American Indian	0.2%	0.2%
Asian / Pacific Islander	0.2%	4.3%
Black / African American	55.9%	37.4%
White	26.4%	37.4%
Two or More Races	4.0%	4.0%
Total Population: 1,926,301		

DeKalb County 2020		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
5.3%	6.5%	0.0%
Ethnicity/Race	Percent of Disciplined Population VS. Percent of Overall Population	
Latino Hispanic	13.5%	19.0%
American Indian	0.2%	0.4%
Asian / Pacific Islander	1.3%	6.8%
Black / African American	79.6%	60.8%
White	3.8%	10.8%
Two or More Races	1.5%	2.2%
Total Population: 110,301		

DeKalb PATH Academy 2020		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
6.6%	3.4%	0.0%
Ethnicity/Race	Percent of Disciplined Population VS. Percent of Overall Population	
Latino Hispanic	77.1%	79.6%
American Indian	0.0%	0.0%
Asian / Pacific Islander	0.0%	5.3%
Black / African American	22.9%	14.8%
White	0.0%	0.3%
Two or More Races	0.0%	0.0%
Total Population: 378		

Figure 25. 2021 State, District, School Discipline Data Comparison

DeKalb PATH Academy

State of Georgia 2021		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
3.3%	2.0%	0.0%
Percent of Disciplined Population VS. Percent of Overall Population		
Ethnicity/Race	Percent of Overall Population	
Latino Hispanic	13.5%	17.2%
American Indian	0.2%	0.2%
Asian / Pacific Islander	1.0%	4.4%
Black / African American	39.8%	36.7%
White	40.8%	37.2%
Two or More Races	4.9%	4.3%
Total Population: 1,870,308		

DeKalb County 2021		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
0.0%	0.2%	0.0%
Percent of Disciplined Population VS. Percent of Overall Population		
Ethnicity/Race	Percent of Overall Population	
Latino Hispanic	22.4%	19.8%
American Indian	0.6%	0.4%
Asian / Pacific Islander	0.6%	6.9%
Black / African American	68.3%	59.4%
White	7.4%	11.1%
Two or More Races	0.6%	2.4%
Total Population: 101,045		

DeKalb PATH Academy 2021		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
0.0%	0.3%	0.0%
Percent of Disciplined Population VS. Percent of Overall Population		
Ethnicity/Race	Percent of Overall Population	
Latino Hispanic	100.0%	79.8%
American Indian	0.0%	0.3%
Asian / Pacific Islander	0.0%	5.3%
Black / African American	0.0%	14.3%
White	0.0%	0.3%
Two or More Races	0.0%	0.0%
Total Population: 377		

Figure 26. 2022 State, District, School Discipline Data Comparison

State of Georgia 2022		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
7.6%	6.3%	0.1%
Percent of Disciplined Population VS. Percent of Overall Population		
Ethnicity/Race	Percent of Overall Population	
Latino Hispanic	14.0%	17.7%
American Indian	0.2%	0.2%
Asian / Pacific Islander	1.1%	4.5%
Black / African American	53.3%	37.3%
White	26.8%	35.8%
Two or More Races	4.5%	4.5%
Total Population: 1,915,722		

DeKalb County 2022		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
4.4%	7.4%	0.0%
Percent of Disciplined Population VS. Percent of Overall Population		
Ethnicity/Race	Percent of Overall Population	
Latino Hispanic	14.8%	20.2%
American Indian	0.5%	0.4%
Asian / Pacific Islander	1.3%	6.4%
Black / African American	77.8%	60.0%
White	4.0%	10.3%
Two or More Races	1.7%	2.7%
Total Population: 105,508		

DeKalb PATH Academy 2022		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
5.0%	5.5%	0.0%
Percent of Disciplined Population VS. Percent of Overall Population		
Ethnicity/Race	Percent of Overall Population	
Latino Hispanic	93.0%	84.8%
American Indian	0.0%	0.0%
Asian / Pacific Islander	0.0%	4.5%
Black / African American	7.0%	10.8%
White	0.0%	0.0%
Two or More Races	0.0%	0.0%
Total Population: 381		

Figure 27. 2023 State, District, School Discipline Data Comparison

State of Georgia 2023		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
8.1%	7.0%	0.1%
Percent of Disciplined Population VS. Percent of Overall Population		
Ethnicity/Race	Percent of Overall Population	
Latino Hispanic	14.1%	18.2%
American Indian	0.2%	0.2%
Asian / Pacific Islander	1.2%	4.7%
Black / African American	54.3%	37.5%
White	25.4%	34.7%
Two or More Races	4.7%	4.7%
Total Population: 1,923,756		

DeKalb County 2023		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
4.6%	9.4%	0.0%
Percent of Disciplined Population VS. Percent of Overall Population		
Ethnicity/Race	Percent of Overall Population	
Latino Hispanic	16.1%	21.2%
American Indian	0.4%	0.4%
Asian / Pacific Islander	1.5%	6.2%
Black / African American	76.4%	59.0%
White	3.5%	10.2%
Two or More Races	2.0%	2.9%
Total Population: 105,053		

DeKalb PATH Academy 2023		
In-School Suspensions Rate	Out-Of-School Suspensions Rate	Expulsion Rate
13.9%	5.3%	0.0%
Percent of Disciplined Population VS. Percent of Overall Population		
Ethnicity/Race	Percent of Overall Population	
Latino Hispanic	85.3%	85.3%
American Indian	0.0%	0.0%
Asian / Pacific Islander	4.4%	5.6%
Black / African American	10.3%	9.1%
White	0.0%	0.0%
Two or More Races	0.0%	0.0%
Total Population: 374		

PATH Discipline Data

PATH has demonstrated a history of low rates of disciplinary action. In the past four years of PATH's current charter contract, the school has had zero instances of expulsion and markedly lower rates of out-of-school suspensions than the state and DeKalb County School district as a whole. In three of the past four school years, PATH had a lower rate of out-of-school suspensions than the state or DCSD; PATH had a lower rate of out-of-school suspensions than the state for all four years. PATH is committed to keeping students within a continuous learning and support environment, which begins by making every effort to keep students within school walls.

Additionally, PATH's equitable disciplinary measures have ensured that no racial/ethnic group receives disproportionate disciplinary action. Our discipline rates, as disaggregated by racial/ethnic group, are not significantly different from our student demographics. In particular, PATH out-performs state-level discipline disparities among the Black/African American student population, which is known to experience disproportionate levels of teacher surveillance and punishment in school environments.

DeKalb PATH Discipline Policies

Charter schools are bound by both state and federal due process requirements; DeKalb PATH is committed to upholding the due process of student rights during the disciplinary process. As a DCSD charter school, DeKalb PATH follows DeKalb County School District's Student Code of Conduct, which provides a framework for taking a nuanced approach to understanding student behavior, methods for promoting positive student behavior, and implementing fair and discipline consequences when needed. The DeKalb County Code of Conduct ensures that all discipline processes equitably serve the best interests of PATH's student body. Discipline processes are standardized across the school and all staff are trained on best disciplinary practices.

In addition to discipline policy and procedure, PATH creates a learning environment designed to teach strong social-emotional learning and conflict resolution designed to prevent the need for disciplinary action. In alignment with DCSD's Character Education Initiative, DeKalb PATH maintains a school environment designed to develop the whole child. This means promoting character development through curriculum, engaging the whole community in the development of the child's moral character, and fostering a safe learning environment.

DeKalb PATH's Approach to Discipline

PATH Academy adheres to General Education Multi-Tiered Systems of Support (MTSS), as required by Georgia schools for the continuous school improvement process. This data-driven, multi-level prevention system is designed to meet the needs of the whole child. With an emphasis on the academic *and* behavioral needs of each student, teachers, administrators, and school leadership can provide a continuum of support for a diverse student population. To support tiered interventions, PATH conducts ongoing data monitoring to understand programmatic impacts and inform disciplinary decision-making. Progressive discipline is designed to simultaneously dissuade poor conduct, incentivize good conduct, and provide support services to students in a proactive manner.

Additionally, DeKalb PATH implements the Positive Behavioral Interventions and Supports (PBIS) framework, as outlined in the DeKalb County Code of Conduct. PATH's approach focuses on establishing and reinforcing clear behavioral expectations, providing consistent consequences, and using data-driven decision-making to support students' social, emotional, and academic success. PBIS's collaborative efforts, combined with data-driven and culturally responsive decision-making, allows for strong prevention of negative behaviors.

Finally, PATH implements Restorative Practices as designed by the DeKalb County School District. PATH contracts with [Restore More](#) for staff training in restorative practices, teacher wellness, and social-emotional learning. The International Institute of Restorative Practices defines restorative practices as “social science that studies how to build social capital and achieve social decision making.” Rather than simply punishing the student in violation of proper school conduct, restorative practices aim to leverage community-building and conflict management to create stronger and more productively positive school communities.

As a part of these practices, students *and* teachers regularly engage in Restorative Circles. Teachers meet regularly in this format to practice wellness and maintain consistent inter-staff communication. Students meet in this format during Mindful Mondays, which feature the same teacher for the entire year. Beyond regularly fostering social-emotional skills, PATH utilizes Restorative Circles for mediation. This victim-sensitive tool emphasizes dialogue and allows students to practice harm reduction and relationship repair. Restorative conferences vitally prepare students for future moments of tension and create roadmaps to prevent further wrongdoing.

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

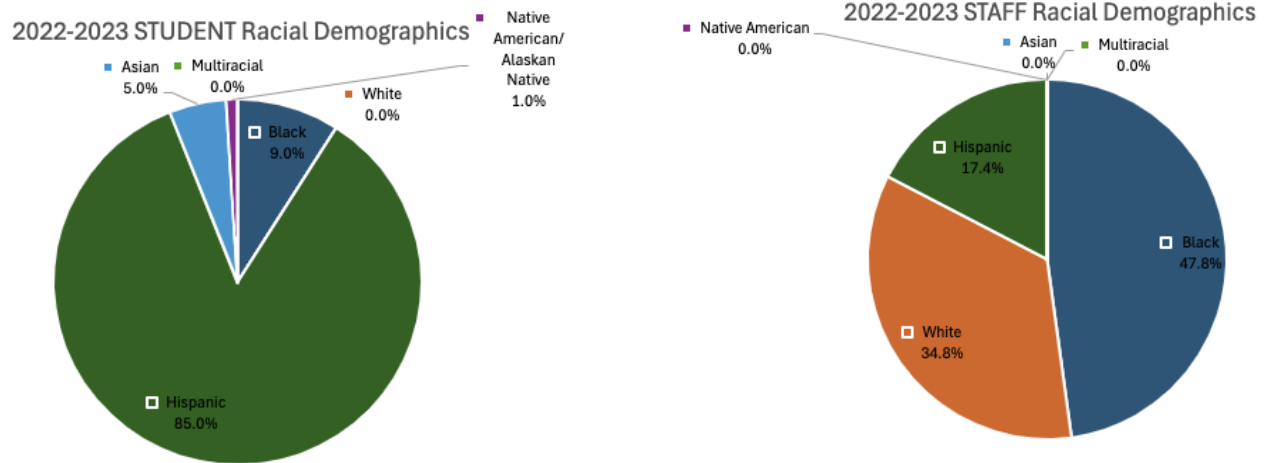
PATH serves a very diverse student body. During our 2022-2023 school year, 9% of our students were African American, 85% were Hispanic, and 5% were Asian or Pacific Islanders. 97% of our students were economically disadvantaged, 51.4% qualified for ESOL, and 7.3% qualified for

SPED. These numbers are consistent from year to year. Our diversity is representative of the communities that we serve, which are Clarkston, Stone Mountain, Brookhaven, and Chamblee. Clarkston is often described as the most diverse square mile in the U.S. thanks to decades of welcoming refugees.

PATH is committed to making its educational program accessible to its attendance zone through a random lottery process. Through community outreach efforts and a strong reputation among community members, PATH has maintained a student population representative of its surrounding communities.

Our diverse faculty, staff, leadership, and board team are necessary for understanding and meeting the needs of our student population. Figure 28 shows the racial demographics of our student and staff populations in the 2022-2023 school year. The majority (**65.2%**) of our staff, including administration, teachers, and personnel support, are people of color. Our school leadership team is entirely comprised of people of color. Our school leader is fluent in Spanish, which helps to ensure that the student and family needs of our Hispanic and ESOL populations are properly met. Similarly, 30% of our teacher population speak Spanish.

Figure 28. PATH Student and Staff Racial Demographics



PATH's Governing Board is similarly diverse and represents broad socio-economic and racial backgrounds. It is vital that PATH's governing body has a deep and nuanced understanding of the school community's cultural backgrounds based in personal experience. Our Board is deeply rooted in our surrounding community and represents various professional backgrounds, including community and school choice advocacy, education, and finance. In the current school year, 37.5% of our Governing Board is Latino and 25% of our board is Black. Additionally, half of our Board members speak Spanish fluently. In ensuring that 2 members of our Board are parents, PATH also deliberately seeks to create a Board directly representative of the student population. The following figure details the Board's current gender and racial composition.

Figure 29. PATH Governing Board Composition

PATH School Board Composition				
Name	Role/Title	Gender	Racial Identification	Title, Organization
Bonnie Birrell	Chair	Female	White	Teacher, Dunwoody Elementary School
Michelle O'Neil	Vice Chair	Female	White	PATH Parent; Doraville Police Officer
Marvia Bright	Secretary	Female	Black	Education Administrator
Tim Kalbas	Voting Member	Male	White	Chief Sales Officer, Domino Data Lab; School Choice Advocate
David Morgan	Voting Member	Male	Black	Educator; Advocate with the Freedom Coalition for Charter Schools

Celenia Perdomo	Voting Member	Female	Latina	PATH Parent; Facilities Manager, Shallowford Presbyterian Church
Aceli Zenil	Voting Member	Female	Latina	PATH Parent; Community Advocate of 20 Years: Founder of Friends of Buford Highway and Amigos de la Comunidad Georgia
Crystal Felix-Clarke	Ex-Officio	Female	Latina	PATH CEO

Finally, PATH boasts a high male teacher population with exceptional staying power: 28% of our teachers are male. The Governor’s Office of Student Achievement reports that men make up only roughly 30% of the teacher workforce statewide.² This creates a unique strength in our school community as male students have consistent representation and mentorship among school staff. PATH also benefits from former students serving as teachers and former PATH parents serving on our Wellness Team. Direct representation from the community helps to drive our high student engagement.

PATH will continue to prioritize diversity in its Board and staff recruitment, hiring, and professional development practices. Staff breadth and depth of personal cultural and experiential knowledge drives our ability to connect with every student and meet their unique educational and socio-emotional needs.

²<https://gosa.georgia.gov/document/document/2021-teacher-leader-workforce-reportfinal-051222pdf/download>

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

Academics

As described above, PATH experienced specific academic challenges during the charter term, including learning loss following the COVID-19 Pandemic, curriculum continuity, and challenges with student literacy and math achievement. Efforts to address these challenges are described in Question 2.

In addition to these challenges, PATH has faced difficulties in successfully testing ELL students out of the ESOL program. Significantly, PATH’s ESOL population increased from 28% in SY 2019-2020 to an average of 48% in the following 4 years. In tracking a group of 5th-grade students’ overall scores over three years, ACCESS data showed the majority of students remaining in the “Developing” proficiency level. Few students grew beyond the “Expanding” proficiency level in this period at PATH.

Figure 30. PATH ESOL Cohort Proficiency 2021-2024

School Year	Grade	Number of Students Tested	Proficiency Level					
			Entering	Emerging	Developing	Expanding	Bridging	Reaching
2021-2022	5	63	0%	6%	46%	33%	8%	0%
2022-2023	6	60	3%	13%	60%	13%	0%	0%
2023-2024	7	57	3%	14%	64%	17%	3%	0%

PATH has set forth a goal to test at least 15% of its ESOL students out of the program in the current 2024-2025 school year. To reach this goal, PATH has transitioned from grade-level to composite EL groupings designed to better match student abilities. These groupings target student

ESOL needs by proficiency level and small groupings by modality provide stronger emphasis on the reading, writing, listening, and speaking skills necessary for individual EL advancement.

As a part of PATH's literacy efforts, PATH has provided stronger ESOL professional development for non-ESOL staff; teacher-developed strategies then assist students in reading, writing and speaking about core content area curriculum. In training all teachers on common strategies to serve English Learners, regardless of their classroom population, ELL students feel better supported and more welcome in the school environment. Support and consistent curriculum delivery allows students to take more risks in class and make academic gains. PATH has also instituted cross-departmental collaboration efforts designed to incorporate literacy and language development strategies into the Science and Social Studies curriculum.

PATH has recently implemented Instructional Conversations: an ELL Literacy pedagogy developed by the Center for Latino Achievement and Success in Education at the University of Georgia. Over 70% of PATH's staff has been trained in Instructional Conversations at UGA. Instructional Conversation is a collaborative learning model that meets the needs of linguistically-diverse classrooms through conversation-based, small-group instruction. In learning through conversations, students engage more closely and consistently with learning objectives.

A study conducted by UGA finds that ELL students that engaged with the Instructional Conversation pedagogy improved reading standardized test scores 14% above ELL control group peers.³ Improvement in reading ability for ELL students is generally understood to positively affect performance in other content areas. While this intervention has already shown promising anecdotal outcomes, its full effect is likely to show in the next few school years because teacher training has

³ <https://ugaclase-pd.com/our-research#ICs>

taken place over two years in cohort groupings. While ESOL data for the current term raises concern, we expect future gains from long-term interventions.

Outside of the classroom, a Parent Liaison assists teachers in communicating with parents about their children's literacy skills by scheduling parent conferences and providing translation in both oral and written format to support literacy at home. Monthly “Cafecito” events conducted in both English and Spanish allow parents to provide input and ask questions about school policy and practice, which further facilitates literacy progress at home.

Lastly, these challenges were further compounded by an increase in teacher turnover. Beginning in the SY 2020-2021, PATH faced significant turnover, *particularly among teachers with ESOL endorsements and training*. In response, PATH took proactive measures to document and preserve the curriculum, ensuring that key knowledge remained intact despite staff changes. Additionally, PATH leadership revisited and refined hiring practices to better align with the school culture and experience.

Governance

In the current charter term, the PATH governing Board struggled with board leadership retention and continuity. In the recent past, PATH has experienced two periods of dramatic board turnover, once during the 2019-2020 school year and another during the 2021-2022 school year. In both cases, PATH welcomed new Board Chairs. The first Chair transition, which occurred due to retirement, was eased with transition support by Elisa Falco at GCSA. The second transition, which occurred due to unexpected health issues, suffered from a lack of transition planning and infrastructure.

Leadership transitional issues were exacerbated by sudden board resignations, which reduced board membership to three. While the inciting grievance issue that led to the resignations was

properly handled and resolved, this board member shortage caused two primary problems: a reduced capacity to serve and challenges managing board leadership succession and transition. Efforts to address the latter are detailed in Question 10. PATH worked carefully to balance recruitment and growth designed to increase capacity with deliberate alignment with PATH's mission and vision. Thanks to concerted recruitment efforts, the Board increased membership to seven in January of 2024.

PROPOSED CHANGES

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

School Climate and Culture Changes

PATH has, and plans to continue to, improve its school climate and culture by providing students with targeted social emotional support and utilizing intervention and prevention supports for students designated as off-track as determined by grades, attendance and behavioral referrals. Through these interventions, PATH can provide more robust wraparound services designed to ensure both the academic and emotional wellbeing of its student body.

Targeted social emotional supports include Restorative Circles and Instructional Conversations, as detailed previously, and participation in the Breathe for Change Program, which promotes student mindfulness. These interventions and program partnerships center restorative practices; these practices can successfully mitigate disruptive student behavior and identify underlying emotional difficulties preventing student growth.

Additional intervention and prevention support will track student attendance, behavior, and academic performance to identify students in need of additional support. PATH's Principal, Assistant Principal, and counselor will identify these students and collaborate with the MTSS Coordinator to provide students with support in the continuation of services on the tiered level of

support. PATH will also provide incentives on a monthly basis for all students who are meeting goals for attendance, behavior performance, and academic performance. This system uses a holistic approach to student success and wellbeing.

To engage the wider school community in this initiative, PATH will develop Parent/Guardian Sessions/Workshops, professional development opportunities, and staff training focused on supporting students with social and emotional needs aligned with navigating middle school challenges. PATH will also continue to improve its Parent Center, which integrates translation services and incorporates feedback and engagement from all student families.

Operational Changes

Strategic Planning

In its new charter term, PATH will develop a strategic plan designed to identify areas of academic, operational, and financial improvement and to develop strategies and actions plans aligned with PATH's vision and mission. Through engagement of the PATH governing Board, school administration, and PATH staff, this process will first involve robust data and stakeholder input gathering to identify areas of growth and improvement. With this information, PATH leadership will solidify a vision and mission for the future designed to cement organizational longevity. Strategies and action plans created to achieve these goals will utilize PATH's resources, collaborative implementation methods, and tools and metrics for monitoring and evaluating progress.

Beyond improving PATH's performance in the coming term, the strategic plan will create a common language and direction for PATH stakeholders. Engaging the PATH community in developing and implementing our goals will encourage a culture of shared values and direction

while ensuring alignment in implementation between board leadership, school leadership and administration, and school staff.

Governance Changes

Board Succession Planning

PATH's Governing Board is responsible for ensuring that the Board is prepared to guide the school through times of planned and unplanned leadership transition. In the current charter term, PATH experienced one instance of board member turnover, which resulted in leadership instability and poor succession transition. To address this issue and ensure future board stability, efficiency, and consistency, PATH plans to strengthen its governing Board succession planning policies in the new charter term. Succession planning will include the following elements:

- The Board Chair will monitor term expirations of current board members. The Personnel Committee will draft and the Governing Board will approve a plan to recruit and onboard new board members in accordance with Governing Board policies for Board Recruitment and Onboarding and Board Training and Development.
- The Governing Board will aim to identify new board members at least 3 months prior to any planned vacancy.
- The Governing Board will create regular “shadowing” opportunities for current Board members to understand board leadership roles and responsibilities. In the case of a board leadership vacancy, potential new leadership within the board may already be familiar with leadership positions.
- The PATH Governing Board will create written “Standard Operating Procedures (SOPs) designed to outline board member responsibilities. In the case of expected

or unexpected vacancies, new board members or new board leadership may refer to these SOPs to reduce onboarding time.

- Additionally, the Governing Board shall continually recruit additional members to serve to better meet the needs of its students and to prepare for unexpected transitions in Board membership.

Committee Structure

While PATH's Governing Board has historically operated successfully as a committee of the whole, it is currently transitioning to a committee structure. As described in Question 4, the three committees include an Academic Committee, Finance Committee, and Governance Committee. The committee structure will allow for more detailed oversight of school areas of operation, more frequent interaction between board members and administrative staff, and a clearer delineation of board member responsibility. During regular committee meetings, board members may advance committee-specific oversight and policy-making directives before bringing proposed action to the committee of the whole for approval. In this way, the committee structure is also designed to improve efficiency during Board meetings.

LOOKING TO THE FUTURE

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

As DeKalb PATH Academy looks to the future, we are steadfast in our mission to promote the academic, social, and emotional well-being of our students. PATH's history serving our local immigrant and refugee families has created a strong infrastructure of safe, nurturing support designed to uphold our rigorous academic programming. As a charter school, PATH Academy has been able to exercise its broad flexibility to meet the needs of our unique students, including our

majority ELL population, utilizing a rigorous, standards-based, teacher-created curriculum supported by a longer school day, tutoring, flexible grouping, Saturday school, and summer school programs.

PATH has been able to leverage these features and its community partnerships, deep connection and collaboration with student families, and the dedication of its bright staff to mitigate learning loss created by the COVID-19 Pandemic. PATH will continue to adjust its programming to meet student social-emotional needs, promote student academic growth, and close performance gaps seen in the current charter term. In particular, PATH is committed to implementing targeted math curriculum alignment measures, strengthening ESOL programming, closing performance gaps between elementary and middle grade bands, and expanding community-building initiatives.

PATH also looks forward to continuing to strengthen its governance capacity. Through intentional Board re-structuring and comprehensive succession planning, PATH is dedicated to building a Board capable of stronger and more detailed oversight of school academics and operations. The Board's strong relationship with the Leader and administrative team make Board initiatives possible and PATH looks forward to furthering our mission and vision from the top down. To aid this mission, PATH also looks forward to creating and implementing a Strategic Plan rich with community input and deliberate data-based strategies and solutions. In its next charter term, we are excited to deepen our shared vision, language, and drive.

PATH believes that these interventions will support students in continuing to make remarkable gains, which will ultimately continue PATH's 22-year legacy as an anchor in the community.

EXHIBITS

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

1. Attach an official copy of the certificate of incorporation for the required Georgia nonprofit corporation from the Georgia Secretary of State. Please Note: All charter school contracts—including those of start-up and conversion charter schools—must be held by a Georgia nonprofit corporation.
2. Attach a copy of the by-laws for the nonprofit corporation.
3. Attach a copy of the governing Board's Conflict of Interest Policy.
4. Attach a copy of the governing Board's Conflict of Interest Form.
5. Attach a completed Accountability Report.
6. Attach a copy of the governing Board's Governance Training Plan using the governance training memo available on GaDOE's website.
7. Attach a completed Locally-Approved Charter School Partners Roles and Responsibilities chart. This chart shows the balance of authority between the charter school's Board and management, as well as the autonomy of the charter school from the district.
8. Attach a copy of any admissions (pre-lottery) application the charter school proposes to use. Pursuant to O.C.G.A. § 20-2-2066 and SBOE Rule 160-4-9-.05, any admissions application must conform to the open enrollment requirement. Therefore, admissions applications should be limited to a student's name, contact information, home address for the purpose of verifying the student's residence within the school's attendance zone, grade level, and information required for any enrollment preference, such as identifying a sibling already enrolled at the charter school. If the charter school proposes to utilize a weighted lottery for educationally disadvantaged students, the admissions application may also include questions tailored to the subgroup(s) the school will offer an increased chance of admission according to the weighted lottery guidance available on GaDOE's website.
9. Attach a copy of the policy setting annual enrollment, re-enrollment, and lottery deadlines, including a description of the lottery procedures detailing how enrollment priorities will be applied and an assurance of complete transparency in its procedures.
10. Attach the charter school's annual calendar and the charter school's daily school schedule.
11. Attach a copy of a sample scope and sequence for a proposed course/grade level
12. Attach a copy of the charter school's Student Code of Conduct.
13. Attach a copy of the charter school's Student Discipline Policy and Procedures, including any Positive Behavior and Intervention Supports (PBIS).
14. Attach a copy of the rules and procedures concerning how the school will address grievances and complaints from students, parents, and teachers. Include the role the

governing Board will play in resolving such grievances and complaints. If this is included in another response, please indicate that.

15. Attach a copy of the charter school's Employee Policies and Procedures.
16. Attach proof of the school's insurance coverage, including the terms, conditions, and coverage amounts.
17. Attach a copy of any intended education service provider contracts or arrangements for the provision of education management or support services, including with any EMO, CMO, ESO, etc. Such contracts shall describe the specific services for which the contracting organization is responsible. Such contracts should clearly delineate the respective roles and responsibilities of the management organization and the governing Board in the management and operation of the charter school. Such contracts must also include the fee structure.
18. Attach a copy of any agreements with your local school district or Board of Education (Exhibit 18 - DCSD Assurances and Required Statements). Exhibit 18 – DCSD Assurances and Required Statements may not be altered in any way.
19. Attach a copy of any Letters of Intent and/or agreements detailing any proposed partnerships, including agreements with other local schools/systems for the charter school students' participation in extracurricular activities such as interscholastic sports and clubs.
20. Attach a copy of any MOU/lease/proof of ownership for the school's facility.
21. Attach a copy of the school's Certificate of Occupancy.
22. Attach a copy of the facility's Emergency Safety Plan.
23. Complete and attach the budget template located on the Charter Schools Division's website: Please note that the budget template includes: A monthly cash flow projection detailing revenues and expenditures for the charter school's first two (2) years of operation; A spreadsheet projecting cash flow, revenue estimates, budgets, and expenditures on an annual basis for the first five (5) years of the charter term. Back-up documentation proving the legal reality of additional sources of revenue included in the budget template – i.e., funds other than state and local funding, including bank statements and/or signed grant award letters
24. Attach the résumé for the charter school's Chief Financial Officer.
25. Attach the charter school's signed Assurances Form (see below).
26. Attach the charter school's signed and notarized Affidavit (see below). Attach the charter school's signed Local Board of Education Resolution approving the charter school's application.
27. 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. For conversion schools only, attach the charter school's Confirmation of Teacher and Parent Vote.

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

DOCKET NUMBER : 040490078
CONTROL NUMBER: 0203153
EFFECTIVE DATE: 02/09/2004
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PRINT DATE : 03/02/2004
FORM NUMBER : 611

CHARLES KELSO
FISHER & PHILLIPS LLP
945 EAST PACES FERRY RD., STE. 1500
ATLANTA, GA 30326

CERTIFICATE OF NAME CHANGE AMENDMENT

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

KIPP PATH, INC.
A DOMESTIC NONPROFIT CORPORATION

has filed articles of amendment in the Office of the Secretary of State changing its name to

DEKALB PATH ACADEMY, INC.

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said ~~articles of amendment.~~

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox

Internal Revenue Service**Date:** June 8, 2004

Dekalb Path Academy Inc.
% Suttiwan Cox
3007 Hermance Dr.
Atlanta, GA 30319-2627

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Yvette Davis 31-07751
Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

40-0002663

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on March 2, 2004. We have updated our records to reflect the name change as indicated above.

In June 2002, we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information submitted with the application, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii). That classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's purposes, character, method of operations, or sources of support have changed, please let us know so we can consider the effect of the change on the organization's exempt status and foundation status.

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 587, sets forth guidelines and record keeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. Your organization must comply with this revenue procedure to maintain its tax-exempt status.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, they are not automatically exempt from other federal excise taxes.

-2-

DeKalb Path Academy Inc.
40-0002663

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

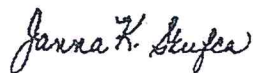
Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

DEKALB PATH ACADEMY, INC.

BYLAWS

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DeKalb PATH Academy, INC.

BYLAWS

ARTICLE I STRUCTURE

Section 1.1 Structure. DeKalb PATH Academy, INC. (the "Corporation") is a nonprofit corporation organized under the laws of the State of Georgia, that does not have members within the meaning of the Georgia Nonprofit Corporation Code (the "Statute"). The Articles of Incorporation of the Corporation (as amended from time to time, the "Articles of Incorporation") were filed in the office of the Secretary of State of the State of Georgia on January 14, 2002.

Section 1.2 Purposes. The Corporation is organized and is to be operated exclusively to carry out charitable and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"), including, but without limitation thereon: (a) to operate one or more public charter schools in the State of Georgia; (b) to exercise all rights and powers conferred by the laws of the State of Georgia upon non-profit corporations, including, but without limitation thereon, to raise funds, to receive gifts, devises, bequests and contributions, in any form, and to use, apply, invest, and reinvest the principal and/or income therefrom or distribute the same for the above purposes; and (c) to engage in any other activity that is incidental to, connected with or in advancement of the foregoing purposes and that is within the definition of charitable and educational for purposes of section 501(c)(3) of the Code, provided, the powers of the Corporation shall never be inconsistent with the purposes of the Corporation stated above or the Constitution of the United State.

ARTICLE II OFFICES

Section 2.1 Principal Place of Business. The principal place of business and mailing address of the Corporation shall be located at 3007 Hermance Drive, Atlanta, Georgia 30319, in the County of DeKalb. The Corporation may have such other offices, either within or without the State of Georgia, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

Section 2.2 Registered Office and Registered Agent. The Corporation shall have and continuously maintain in the State of Georgia a registered office and a registered agent whose office is the Corporation's registered office, as required by the Act. The registered office may but need not be identical with the principal office of the Corporation in the State of Georgia, and the address of the registered office may be changed from time to time by the Board of Directors in accordance with applicable law.

The Corporation shall have and continuously maintain in the State of Georgia a registered office and a registered agent whose office is the Corporation's registered office, as required by the Act. The registered office may but need not be identical with the principal office of the Corporation in the State of Georgia, and the address of the registered office may be changed from time to time by the Board of Directors in accordance with applicable law.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 Authority and Responsibility of the Board of Directors The authority of the corporation and the government and management of the affairs of the corporation shall be vested in the Board of Directors; and all the powers, duties, and functions of the corporation conferred by the Articles of Incorporation, these Bylaws, state statutes, common law, court decisions, or otherwise, shall be exercised, performed, or controlled by or under the authority of the Board of Directors.

The governing body of the corporation shall be the Board of Directors. The Board of Directors shall have supervision, control and direction of the management, affairs and property of the corporation; shall determine its policies or changes therein; and shall actively advance its purposes and objectives and supervise the disbursement of its funds. The Board of Directors may adopt, by majority vote of all the voting members, such rules and regulations for the conduct of its business and the business of the corporation as shall be deemed advisable, and may, in the execution of the powers granted, delegate certain of its authority and responsibility to an executive committee and/or officers of the corporation. Under no circumstances, however, shall any actions be taken which are inconsistent with the Articles of Incorporation and these Bylaws; and the fundamental and basic purposes of the corporation, as expressed in the Articles of Incorporation and these Bylaws, shall not be amended or changed.

The Board of Directors shall not permit any part of the net earnings or capital of the corporation to insure to the benefit of any member, member of the Board of Directors, trustee, officer, or other private person or individual.

The Board of Directors may, from time to time, appoint, as advisors, persons whose advice, assistance and support may be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the corporation, and may pay reasonable compensation for the services performed and expenses incurred by any such person or persons.

The Board of Directors is authorized to employ such person or persons, including a chief executive officer and such other officers, members of the Board of Directors, attorneys, agents, and assistants, as in its judgment are necessary or desirable for the administration and management of the corporation, and to pay reasonable compensation for the services performed and expenses incurred by any such person or persons. The

Board shall ratify in writing all personnel decisions, including compensation and benefits, hiring, non-renewal, and termination, of each certificated staff. Certificated staff shall include the Principal, Assistant Principal, CEO, CFO, COO, and Director of Development.

Section 3.2 Number and Qualifications. There shall be nine (9) Directors. The number of director may be increased or decreased from time to time by amendment of these Bylaws in accordance with the provisions of Article VI, Section 6.4, provided that no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director and provided further that the number of Directors shall never be less than one (1). Regular Board of Directors shall consist of:

(a) Nine (9) voting members, which shall consist of (i) two(2) members of the Board of Directors being active student parents or guardians of one or more students enrolled in classes at the academy, (ii) (ii) nine (9) Directors being local community members, representatives from local business communities, attorneys, CPA's, or financial sector personnel.

(b) one (1) non-voting, ex-officio member, who shall be the chief executive officer of the corporation, or if the chief executive officer of the corporation position is vacant, the non-voting, ex-officio member shall be the then principal of DeKalb PATH Academy, who shall have the duties, responsibilities and powers of the chief executive officer during such vacancy (the "Ex-Officio Member").

The Board of Directors may change the number and designation of the members of the Board of Directors by resolution adopted from time to time by a majority of all the voting members of the Board of Directors then in office.

Section 3.3 Election and Term of Office. The initial Directors shall serve until the first annual meeting of the Board of Directors. Thereafter, Directors shall be elected by a majority vote of the Directors then in office. Directors shall hold office for terms of three years, but are eligible for re-election up to 3 consecutive terms, and/or until their successors are elected and qualified, or until their earlier death, resignation or removal.

Section 3.4 Removal. Any Director may be removed with or without cause by a majority vote of the entire Board at any meeting of the Board called for that purpose, with notice, and as placed on any agenda.

Section 3.5 Resignation. Any Director may resign at any time by delivering written notice of his or her resignation to the Secretary or President of the Corporation. Such resignation shall become effective upon receipt thereof by the Secretary or President but the acceptance of such resignation shall not be necessary to make it effective.

Section 3.6 Vacancies. Any newly created directorships and any vacancies of the Board of Directors, arising at any time and from any cause, may be filled at any meeting of the Board of Directors by a majority of the Directors regardless of their

number. Directors so elected shall serve until the next annual meeting and until his or her successor is elected and qualified.

Section 3.7 Meetings. The Board of Directors and the Corporation are subject to Georgia's open meeting laws, GA CODE ANN. § 50-14-1 (2001), and all meetings of the Board of Directors shall be held at the time and place provided in the notice prepared in compliance with the open meetings laws. The annual meeting of the Board shall be held in the month of in each year, at a date, time and place fixed by the Board, for the election of officers and Directors and for the transaction of such business as may properly come before the meeting. Regular meetings of the Directors may be held at such time and place as shall from time to time be determined by the Board. Special meetings may be called at any time by the President or by the Secretary upon written request of one-third of all of the voting Directors. The Board shall meet no less than six times per year.

Section 3.8 Notice of Meetings. In addition to any notice required under the open meetings laws, notice of the time and place of each regular, special or annual meeting of the Board, and, to the extent possible a written agenda stating all matters upon which action is proposed to be taken shall be given to each Director by personal delivery, facsimile, electronic mail (e-mail), or regular mail, postage prepaid, at least 48 hours before the day on which the meeting is to be held; provided however, that notice of special meetings to discuss matters requiring prompt action may be given to him or her by telephone, confirmed in writing by facsimile, electronic mail, personal or overnight delivery, no less than 24 hours before the time at which such meeting is to be held. Notice of a meeting need not be given to any Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting prior to it or at its commencement, the lack of notice to him or her. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 3.9 Quorum and Voting. Except as otherwise provided by law, a majority of the entire Board, shall constitute a quorum for the transaction of business or of any specified item of business. Except as otherwise provided by law or these Bylaws, the vote of a majority of the Board of Directors present at the time of a vote, if a quorum is present, at such time shall be the act of the Board.

Section 3.10 Action by the Board. To the extent permitted by law, any one or more members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone, video conference equipment, or other communication that allows all persons participating in the meeting to hear each other at the same time, provided such meeting and notice of it comply with the state's open meetings laws. Participation by such meeting shall constitute presence in person at such meeting.

Section 3.11 Committees. The Board of Directors, by written resolution submitted for a voted, signed by the resolution author, and adopted by a majority of the entire Board, may designate from among its members an executive committee and up to

four standing committees, each consisting of one or more Directors. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The Board Chair shall appoint the chairperson of each committee. To the extent permitted by law, any one or more members of such committee may participate in a meeting of the committee as stated above provided such meeting and notice thereof comply with the open meetings laws. Participation in a meeting by such means shall constitute presence in person at the meeting. Committee members shall maintain minutes of each meeting and shall file copies of the minutes with the corporate records. Such committees shall have all the powers delegated by the Board except that no committee shall have the power (a) authorize distributions, (b) to elect, appoint or remove members from, or to fill vacancies on, the Board or any committee of the Board, (c) to fix the compensation of Directors for serving on the Board or any committee of the Board, (d) to amend or repeal these Bylaws, or the Articles of Incorporation, or adopt any new Bylaws, (e) to adopt an agreement of merger or consolidation, (f) to approve or recommend the sale, lease, or exchange of all or substantially all of the Corporation's assets and property to the membership, or (g) to exercise other powers specifically denied the committee by resolution of the Board of Directors or by law. Each committee and each member of each committee shall serve at the pleasure of the Board of Directors. All Board members must vote on annual goals for each committee at the annual meeting noted in Section 3.7.

Section 3.12 Compensation. Persons serving as Directors or members of a committee shall not receive any salary or compensation for their services as Directors or committee members..

ARTICLE IV OFFICERS

Section 4.1 Number and Qualifications. The executive officers of the Board of Directors may consist of a chairman, one vice chairman, a secretary, and a treasurer as determined by the Board of Directors,. The Board of Directors may from time to time create and establish the duties of such other officers or assistant officers as it deems necessary for the efficient management of the corporation, but the corporation shall not be required to have at any time any officers other than a chairman, a vice chairman, a secretary and a treasurer. Any two (2) or more offices may be held by the same person.

Section 4.2 Election and Term of Office. The executive officers of the corporation shall be elected by the Board of Directors and shall serve for terms of one (1) year but are eligible for re-election up to 5 consecutive terms, and/or until their successors have been elected, appointed or designated and have qualified, or until their earlier death, resignation, removal, retirement, or disqualification.

Section 4.3 Other Agents. The Board of Directors may appoint from time to time such agents as it may deem necessary or desirable, each of whom shall hold office during the pleasure of the Board of Directors, and shall have such authority and perform

such duties and shall receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.

Section 4.4 Removal. Any officer or agent elected, appointed or designated by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby. However, any such removal shall be without prejudice to the contract rights, if any, of the officer or agent so removed. Notice shall be provided in writing, and on any agenda, and noticed. The officer shall have an opportunity to be heard.

Section 4.5 Vacancies. A vacancy in any executive office arising at any time and from any cause may be filled for the unexpired term at any meeting of the Board of Directors. A vacancy in any other office arising at any time and from any cause may be filled for the unexpired term at any meeting of the Board of Directors.

Section 4.6 Chairman. The chairman shall be an executive officer of the corporation and shall preside at all meetings of the Board of Directors. The chairman shall also serve as a member, with right to vote, of the executive committee of the Board of Directors and as a voting member, ex officio, of any and all other committees of the Board of Directors. He or she shall be authorized to sign checks, drafts, and other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, and statements and reports required to be filed with government officials or agencies; and he or she shall be authorized to enter into any contract or agreement and to execute in the corporate name any instrument or other writing; and he or she shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe. The chairman shall not be a member of the faculty of the corporation.

Section 4.7 Vice Chairmen. The vice chairman, in the order of their seniority, unless otherwise determined by the chairman or by the Board of Directors, shall, in the absence or disability of the chairman, perform the duties and have the authority and exercise the powers of the chairman. They shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the chairman may from time to time delegate.

Section 4.8 Secretary. The Secretary shall be responsible for the maintenance of an accurate record of all the minutes of all meetings of the Board of Directors and of any committees of which a secretary shall not have been appointed by the Board in books to be kept for that purpose; serve or cause to be served all notices of the Corporation; be custodian of the records (other than financial); and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board. In the event of absence or disability of the Secretary, the Board of Directors may appoint an Assistant Secretary to perform the duties of the Secretary during such absence or disability.

Section 4.9 Treasurer. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation, and shall deposit all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. The Treasurer shall keep proper books of accounts and other books showing at all times the amount of the funds and other property of the Corporation, all of which books shall be open at all times to the inspection of the Board of Directors. The Treasurer shall submit a report of the accounts and financial condition of the Corporation at each annual meeting. He or she shall perform all duties incident to the office of Treasurer, and such other duties as shall from time to time be assigned by the Board. If required by the Board, the Treasurer shall give such security for the faithful performance of his or duties as the Board may require.

ARTICLE V CHIEF EXECUTIVE OFFICER/PRINCIPAL

Section 5.1 Chief Executive Officer/Principal. In the absence of a chief executive officer, the principal of DeKalb PATH Academy shall serve as chief executive officer. The chief executive officer is hired by and is subject to the control of the Board of Directors. He or she shall serve as the chief executive officer of the corporation. The chief executive officer shall serve as an ex officio member, with no voting rights, on the Board of Directors. He or she shall be authorized to sign checks, drafts, and other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, and statements and reports required to be filed with government officials or agencies; and he or she shall be authorized to enter into any contract or agreement and to execute in the corporate name any instrument or other writing.

The chief executive officer shall have the right to supervise and direct the management and operation of the corporation. The chief executive officer shall see that all orders and resolutions of the Board of Directors are carried into effect. The chief executive officer shall keep the Board of Directors and all officers and committees of the corporation fully informed as to the business and affairs of the corporation and shall consult freely with them concerning the business and affairs of the corporation.

Subject to Board ratification as noted in Section 3.1, the chief executive officer shall employ, discharge, supervise and determine the compensation (the parameters of which shall be agreed on between the chief executive officer and the chairman) of employees of the corporation who are not employed by the Board of Directors itself or whose employment is not otherwise provided for. The chief executive officer shall have general charge of all operating functions and activities of the corporation, provided that the Board must ratify in writing all personnel decisions as noted herein.

ARTICLE VI COMMITTEES

Section 6.1 The Board may create committees as needed, such as finance, academic, governance , etc. The board chair appoints all committee chairs.

Section 6.2 Executive Committee: The four officers serve as the members of the Executive Committee. Except for the power to amend the Articles of Incorporation and bylaws, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the board of directors, and is subject to the direction and control of the full board.

Section 6.3 Finance Committee: The treasurer is the chair of the Finance Committee, which includes two other selected members. The Finance Committee is responsible for developing and reviewing fiscal procedures, fundraising plans, and the annual budget with staff and other board members. The board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the board or the Executive Committee. The fiscal year shall be from July 1st to June 30th . Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.

Section 6.4 Governance Committee: The purpose of the Governance Committee is to ensure that the board fulfills its legal, ethical, and functional responsibilities through adequate governance policy development, recruitment strategies, training programs, monitoring of board activities, and evaluation of board members' performance. The Governance Committee will ensure that the board of directors is able to govern the organization effectively through: creation of governance policies and procedures; recruiting and nominating suitable board members; providing orientation and training programs for board members, and evaluating the performance of individual members and the board as a whole. Recruitment & Selection The Governance Committee will ensure that: the board does not fall below the number of directors required by the bylaws; directors appointed to the board understand and agree with the mission of the organization and the code of ethics for directors;

Section 6.5 Academic Committee. At least a member of this committee must be trained and credentialed by Georgia Board of Education to use Leader Key Effectiveness System to evaluate the school leader(s). The committee will also assist the school leader(s) in identifying educational resources and grants to support teaching and learning..

ARTICLE VII CONFLICT OF INTEREST

Section 7.1 Purpose. The purpose of the conflict of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 7.2 Definitions.

- (a) Interested Person. Any Director, principal officer, or member of a committee with Board-delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.
- (b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family -
 - (1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
 - (2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
 - (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

Section 7.3 Procedures

- (a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and all material facts relating thereto to the Board of Directors and members of committees with Board-delegated powers considering the proposed transaction or arrangement.
- (b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts relating thereto, and after any discussion thereof, the interested person shall leave the Board of Directors or committee meeting while the financial interest is discussed and voted upon. The remaining Board of Directors or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

- (1) An interested person may make a presentation at the Board of Directors or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
- (2) The Chairman of the Board or chairman of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (3) After exercising due diligence, the Board of Directors or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- (4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Directors or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflicts of Interest Policy.

- (1) If the Board of Directors or a committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (2) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board of Directors or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 7.4 Records of Proceedings.

The minutes of the Board of Directors and all committees with Board-delegated powers shall contain:

- (a) Names of Persons with Financial Interest. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors' or committee's decision as to whether a conflict of interest in fact existed.
- (b) Names of Persons Present. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Section 7.5 Annual Statements

. Each Director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement which affirms that such person:

- (a) Receipt. Has received a copy of the conflicts of interest policy.
- (b) Read and Understands. Has read and understands the policy.
- (b) Agrees to Comply. Has agreed to comply with the policy.
- (c) Tax Exemption. Understands that the Corporation is a charitable organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7.6 Periodic Reviews.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation may conduct periodic reviews.

ARTICLE VIII MISCELLANEOUS

Section 8.1(A) Checks, Notes and Contracts. The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of the Corporation. One officer shall sign all bills, notes, receipts, acceptances, endorsements and checks of the Corporation in an amount up to, and including, \$8,000.00.

Section 8.1(B): Contracts: Two officers shall execute all contracts and documents evidencing any indebtedness of more than \$8,000, and all such contracts shall be first submitted to the Finance Committee for review and recommendation. Approval or rejection shall be sent to the Board Chair. The Board Chair shall have the ability to accept or reject the recommendation of the Finance Committee.

Section 8.2 Indemnification. The Corporation may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she, his or her testator or intestate was a Director, officer, employee or agent of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees.

Section 8.3 Amendments. These Bylaws may be amended at any meeting of the Board of Director by a vote of the majority of the entire Board of Directors. The amendment must be submitted in writing and discussed by a quorum of the members of the Board of Directors prior to a vote on any such amendment.

CHARTER SCHOOL GOVERNING
BOARD CONFLICT OF INTEREST
PROVISIONS

The DeKalb PATH Academy Governing Board (the board) shall adhere to these Conflict of Interest provisions.

Domain VII: Financial Governance

1. No board member shall use or attempt to use his or her official position to secure unwarranted privileges, advantages, employment for himself or herself, any of his or her immediate family members, or others.
2. No board member shall act in his or her official capacity in any matter in which he or she, any of his or her immediate family members, or any business organization in which he or she has a material financial interest, that would reasonably be expected to impair his or her objectivity or independence of judgment.
3. No board member shall solicit or accept or knowingly allow any of his or her immediate family members or any business organization in which he or she has an interest to solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan, contribution, service, promise, or other thing of value was given or offered for the purpose of influencing that board member in the discharge of his or her official duties. For purposes of this paragraph, a gift, favor, loan, contribution, service, promise, or other thing of value shall not include the items contained in subparagraphs (a)(2)(A) through (a)(2)(J) of Code Section 16-10-2.

4. No board member shall use, or knowingly allow to be used, his or her official position or any information not generally available to the members of the public which he or she receives or acquires in the course of and by reason of his or her official position for the purpose of securing financial gain for himself or herself, any of his or her immediate family members, or any business organization with which he or she is associated.
5. No board member or any of his or her immediate family members or any business organization in which he or she has an interest shall represent any person or party other than the charter school governing board in connection with any cause, proceeding, application, or other matter pending before the charter school governing board on which he or she serves.
6. No board member shall be prohibited from making an inquiry for information on behalf of a community member if no fee, reward, or other thing of value is promised to, given to, or accepted by the board member or any of his or her immediate family members in return therefor.
7. No board member shall be deemed in conflict with these provisions if, by reason of his or her participation in any matter required to be voted upon by the charter school governing board, no material or monetary gain accrues to him or her as a member of any profession, occupation, or group to any greater extent than any gain could reasonably be expected to accrue to any other member of that profession, occupation, or group.
8. No board member may also be an officer of any organization that sells goods or services to that charter school unless the organization providing goods or services is a Nonprofit membership organization or there are fewer than three sources for such supplies or equipment within the county; provided, however, that any purchase of goods or services that is equal to or greater than \$10,000 shall be approved by a majority of the members of the board in an open public meeting.
9. No board member shall be deemed in conflict with these provisions if, by reason of his or her participation in any matter required to be voted upon by the charter school governing board, no material or monetary gain accrues to him or her as a member of any profession, occupation, or group to any greater extent than any gain could reasonably be expected to accrue to any other member of that profession, occupation, or group.

10. No charter school governing board may do business with a bank or financial institution where a board member is an employee, stockholder, director or officer when such member owns 30% or more stock in that institution.
11. No board member may have a financial interest in school buses, bus equipment or supplies, provide services for buses owned by the board, or sell gasoline to the board from a corporation in which the board member is a shareholder.
12. No board member shall accept a monetary fee or honorarium in excess of \$101.00 for a speaking engagement, participation in a seminar, discussion panel, or other activity which directly relates to the official duties of that public officer or the office of that public officer. Actual and reasonable expenses for food, beverages, travel, lodging, and registration for a meeting which are provided to permit participation in a panel or speaking engagement at the meeting shall not be monetary fees or honoraria.

Conduct As Board Member

1. No board member shall disclose or discuss any information which is subject to attorney- client privilege belonging to the charter school governing board to or with any person other than other board members, the board attorney, the school leader, or persons designated by the school leader for such purposes unless such privilege has been waived by a majority vote of the whole board.
2. No board member shall vote on the employment or promotion of any of his or her immediate family members. No immediate family member of a board member may be employed or promoted unless a public, recorded vote is taken separately from all other personnel matters.

3. No board member may be employed in any position in the charter school in which they serve.
4. No board member shall be employed by the State Department of Education or serve concurrently as a member of the State Board of Education.
5. No member a charter school governing board shall serve simultaneously on the governing body of a public local school district or of a private elementary or secondary educational institution that actively seeks funding from any government entity or private entity from which the charter school seeks funding.

Each member of this board understands and acknowledges that no person shall be eligible to serve on a charter school governing board unless he or she:

- (1) Has read and understands the code of ethics and the conflict of interest provisions applicable to members of charter school governing boards and has agreed to abide by them; and
- (2) Has agreed to annually disclose compliance with the State Board of Education's policy on training for members of charter school governing boards, the code of ethics of charter school governing boards, and the conflict of interest provisions applicable to members of charter school governing boards



DeKalb PATH Academy

Charter Board of Members

Conflict of Interest Disclosure Form

Pursuant to O.C.G.A. § 20-2-49 through 20-2-51, State Board of Education Rule 160-5-1-.36, and DeKalb PATH Academy Board Policy on Disclosure of Conflicts.

I hereby disclose and certify as follows:

1. I have read and I am in compliance with the DeKalb PATH Academy Code of Ethics policy,
2. I have read and I am in compliance with the DeKalb PATH Academy Conflict of Interest policy.
3. I agree to annually disclose compliance with the State Board of Education's policy on training for members of charter boards.
4. I agree to provide notice to the secretary of the charter board and the school leader within ten days of a move if my domicile changes and I am subsequently no longer qualified to serve on the charter board.
5. If I qualify to run for the a charter board seat in the in the future, I will file the affidavit required by O.C.G.A. § 20-2-51 affirming that I meet all of the qualifications of said code section.

Print Name

Date

Signature

Please complete the Accountability Report below. Tab 2 contains a partial example of what your Accountability Report should look like.																		
School/System Name: DeKalb PATH Academy				Charter Term: July 1, 2020 - June 30, 2025														
Contract Terms and Performance Goals			Assessment		2020-2021 (FY21)		2021-2022 (FY22)		2022-2023 (FY23)		2023-2024 (FY24)		2024-2025 (Current Year)					
Essential or Innovative Features (Indicate whether each essential or innovative feature was implemented. Use the legend below to indicate the implementation of each feature.)																		
Longer School Day					✓		✓		✓		✓		On Track					
Tutoring					✓		✓		✓		✓		On Track					
Flexible Grouping					✓		✓		✓		✓		On Track					
Saturday School					✓		✓		✓		✓		On Track					
Summer School					✓		✓		✓		✓		On Track					
					Target		Actual		Target		Actual		Target		Actual			
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 "Actual" performance cell. You may add additional lines for each measure as needed)																		
Academic Goal 1: During each year of its charter contract term the charter school shall meet at least one of the following performance standards.																		
First Look – School Performance Gap Closure. The primary academic outcome Georgia seeks from its local charter schools is that they increase their College and Career Readiness Performance Index (CCRPI) score each year until they reach 100. The performance standards that measure CCRPI progress include growth in CCRPI itself and in its two major academic components, Content Mastery and Progress Score . Our "First Look" at annual charter school performance is to see if the school has met the standard for any of the following three CCRPI gap-closing measures. Meeting any one of these standards constitutes having achieved Goal 1 for a given year																		
Measure 1: Increase its CCRPI score by at least 4% of the gap between 100 and the school's previous year CCRPI score in each grade band served (elementary, middle, and/or high school)					Not Available		Not Available		Not Available		Not Available		Not Available					
Measure 2: 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)			Elementary		Not Available		2019 score: 64.6 Target: 68.14 39.2		45.28		44.5		50.05		TBD			
			Middle		Not Available		2019 score: 67.8 Target: 71.02 49.0		54.1		49.3		54.37		TBD			
Measure 3: 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)			Elementary		Not Available		Not Available		2019 score: 94.5 Target: 95.05		63.3		66.97		TBD			
			Middle		Not Available		Not Available		2019 score: 91.9 Target: 92.71		94.2		94.78		TBD			
Second Look – School-District Comparisons. If a charter school does not achieve at least one of the "First Look" School Performance Gap Closure standards, it may still satisfy Goal 1 Academic Performance Standard requirements in a given year by achieving one of the "Second Look" School-District Comparison standards. The secondary academic outcome Georgia seeks from its local charter schools is that they do better than the district schools to which their students would otherwise attend. Performance standards include whether they exceeded the CCRPI single score of their district or of the schools to which the charter school's students would otherwise be zoned, or whether they exceeded CCRPI, Content Mastery, or Progress in all grade bands of their district or of the schools to which the charter school's students would otherwise be zoned. Meeting any one of the following Second Look standards constitutes having achieved Goal 1 for a given year.																		
Measure 1: Exceed the CCRPI single score of its school district					Not Available		Not Available		Not Available		Not Available		Not Available					
Measure 2: Exceed the CCRPI single score of the district schools to which the charter school's students would otherwise be zoned					Not Available		Not Available		Not Available		Not Available		Not Available					
Measure 3: Exceed the CCRPI scores of its school district in each grade band served (elementary, middle, and/or high school)					Not Available		Not Available		Not Available		TBD		TBD					
Measure 4: Exceed the CCRPI scores of the district schools to which the charter school's students would otherwise be zoned in each grade band served (elementary, middle, and/or high school)					Not Available		Not Available		Not Available		TBD		TBD					
Measure 5: Exceed the CCRPI Content Mastery scores of the district schools to which the charter school's students would otherwise be zoned in each grade band served (elementary, middle, and/or high school)			Elementary		John R.Lewis		Not Available		33.4		39.2		30.6		44.5		TBD	
					Montclair		Not Available		28.6		39.2		37.1		44.5		TBD	
					Oakcliff		Not Available		52.4		39.2		54.2		44.5		TBD	
					Woodward		Not Available		40.0		39.2		47.4		44.5		TBD	
					Dresden		Not Available		21.0		39.2		27.1		44.5		TBD	
					Doraville United		Not Available		35.1		39.2		35.5		44.5		TBD	
			Middle		Sequoyah		Not Available		34.6		49.0		35.7		49.3		TBD	
					Peachtree MS		Not Available		64.0		49.0		63.4		49.3		TBD	
Measure 6: Exceed the CCRPI Content Mastery scores of its school district in			Elementary		Not Available		49.9		39.2		55.3		44.5		TBD		TBD	

each grade band served (elementary, middle, and/or high school)	Middle		Not Available	46.6	49.0	49.2	49.3	TBD		TBD	
Measure 7: Exceed the CCRPI Progress scores of its school district in each grade band served (elementary, middle, and/or high school)	Elementary		Not Available	Not Available		90.4	63.3	TBD		TBD	
	Middle		Not Available	Not Available		81.7	94.2	TBD		TBD	
Measure 8: Exceed the CCRPI Progress scores of the district schools to which the charter school's students would otherwise be zoned in each grade band served (elementary, middle, and/or high school)	Elementary	John R. Lewis	Not Available	Not Available		73.2	63.3	TBD		TBD	
		Montclair	Not Available	Not Available		90.3	63.3	TBD		TBD	
		Oakcliff	Not Available	Not Available		99.4	63.3	TBD		TBD	
		Woodward	Not Available	Not Available		96.3	63.3	TBD		TBD	
		Dresden	Not Available	Not Available		76.8	63.3	TBD		TBD	
		Doraville United	Not Available	Not Available		92.9	63.3	TBD		TBD	
	Middle	Sequoyah	Not Available	Not Available		75.8	94.2	TBD		TBD	
		Peachtree MS	Not Available	Not Available		63.4	94.2	TBD		TBD	
Third Look – School-Statewide Comparisons. If a charter school does not achieve at least one of the “First Look” School Performance Gap Closure standards or the “Second Look” School-District Comparison standards, it may still satisfy Goal 1 Academic Performance Standard requirements in a given year by achieving one of the “Third Look” School-Statewide Comparison standards. The tertiary academic outcome Georgia seeks from its local charter schools is that they do better than the similar schools throughout the state. Meeting any one of the following Third Look standards constitutes having achieved Goal 1 for a given year.											
Measure 1: Achieve a positive statistically significant Value-Added Impact Score in each grade band served (elementary, middle, and/or high school)			Not Available	Not Available		Not Available		Not Available		Not Available	
Measure 2: Beat the Odds			Not Available	Not Available		Not Available		Not Available		Not Available	
Academic Goal 2:											
During each year of its charter contract term the school will perform at the level required to stay off the list of Tier II (TSI/Targeted Support and Improvement) Tier II (TSI/Targeted Support and Improvement)Tier II (TSI/Targeted Support and Improvement) and Tier III (CSI/Comprehensive Support and Improvement) schools published annually by GaDOE, and the Turnaround Eligible Schools List published annually by the Governor’s Office of Student Achievement			✓	✓		✓		✓		TBD	
School Climate Goal 1:											
During the first year of its charter contract term, the Charter School shall achieve a School Climate Star Rating of 3 or more stars.			Not Available	Not Available		Not Available		TBD		TBD	
School Climate Goal 2:											
During the second and each subsequent year of its charter contract term, the Charter School shall achieve a School Climate Star Rating of 4 or more stars			Not Available	Not Available		Not Available		TBD		TBD	
Financial Performance Goal 1: During each year of its charter contract term, the Charter School shall achieve all six of the following financial performance standards.											
Measure 1: Not be in default of loan or bond covenant(s) and/or is not delinquent with debtservices payments.			✓	✓		✓		✓		TBD	
Measure 2: Achieve a Current Ratio (Working Capital Ratio) that is greater than 1.0 or greater and one-year trend is positive.			1.0+	9.2	1.0+	175.5	1.0+	31.2	1.0+	54.4	TBD
Measure 3: Possess a Debt to Asset Ratio that is less than 95 percent.			>95%	9%	>95%	8%	>95%	8%	>95%	4%	TBD
Measure 4: Unrestricted Days Cash (Total Expenses/365) is greater than 45 days and the one-year trend is positive.			45+	279	45+	336	45+	301	45+	239	TBD
Measure 5: Financial Efficiency Rating is 4 Stars or above.			Not Available		Not Available		Not Available		Not Available		Not Available

https://www.gadoe.org/Curriculum-Instruction-and-Assessment/Accountability/Documents/CSI%20and%20TSI/2020-2021_TSI%20Schools_November_2020.pdf

Measure 6: 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 GAGAS (Generally Accepted Government Auditing Standards (the "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 a going 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.			✓	✓	✓	✓	TBD
Governance Performance Goal 1: During each year of its charter contract term, the Charter School shall achieve all six of the following governance performance standards							
Measure 1: All governing board members complied with all applicable open governance requirements, including policies relating to the Georgia Open Meetings Act and open records requirements.			Progress Made	Progress Made	Progress Made	Progress Made	On Track
Measure 2: All governing board members attended all required training, including all training required for any new governing board members.			✓	✓	✓	On Track	TBD
Measure 3: The Board met a minimum of seven (7) times.			✓	✓	✓	✓	On Track
Measure 4: Successful implementation of the Teacher and Leader Keys Effectiveness System as verified by GaDOE.			✓	✓	✓	✓	On Track
Measure 5: 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).			✓	✓	✓	✓	On Track
Measure 6: The Board reflects the sociodemographic diversity of the community it serves.			✓	✓	✓	✓	On Track
Governance Performance Goal 2: The Charter School shall implement all Essential or Innovative Features as defined in Section 5 of the charter in all material respects.							
See Data at Top of Sheet							
Legal Compliance Goal 1:							
During each year of its charter contract term, the Charter School shall implement all legal requirements included in federal and state law, rules, and regulations, and in this charter contract in all material respects.			✓	✓	✓	✓	On Track
Legal Compliance Goal 2:							
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).			✓	✓	✓	✓	On Track
Legal Compliance Goal 3:							
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.			✓	✓	✓	✓	On Track

FY2026 – FY2030 Governance Training Program – *Locally Approved Schools ONLY*

School Name: DEKALB PATH ACADEMY

Date: October 8, 2024

Existing Members A minimum of nine (9) hours of training is required for every existing member to be compliant in FY26-30. The roster may change from year to year as existing board members complete their terms. A training program will be approved each year prior to the start of the fiscal year.										
Member Name	# of hours required for FY26	Financial Governance Training (Domain VII, Standard B) (3 hours required)			Whole Board Governance Team Training (3 hours required)			Topics within the Standards for Effective Governance of GA Nonprofit Charter School Governing Boards (3 hours required)		
		Topics	# of Hours	Provider	Topics	# of Hours	Provider	Topics	# of Hours	Provider
1. Bonnie Birrell, Chair	9	Financial Oversight: Ensuring Fiscal Responsibility	3	21Cobalt	Building a Strong Start: Effective Strategies for the First 100 Days	3	21Cobalt	Smart & Savvy Governance – Effectively Utilizing Committees	3	21Cobalt
2. Marvia Bright, Secretary	9		3	21Cobalt		3	21Cobalt		3	21Cobalt
3. Tim Kalbas, Voting Member	9	Budgeting for Success: Strategies for Effective Financial Planning	3	21Cobalt	Legal and Ethical Considerations in Charter School Governance	3	21Cobalt	"Charter"ing the Course - Strategic Planning for Governing Board	3	21Cobalt
4. David Morgan, Voting Member	9		3	21Cobalt		3	21Cobalt		3	21Cobalt
5. Michelle O’Neil, Voting Member	9	Funding and Resources: Maximizing Opportunities	3	21Cobalt	Data-Driven Decision Making: Utilizing Data for School Improvement	3	21Cobalt	Building Stronger Connections: Effective Community Engagement Strategies	3	21Cobalt
6. Celenia Perdomo, Voting Member	9		3	21Cobalt		3	21Cobalt		3	21Cobalt
7. Aceli Zenil, Voting Member	9		3	21Cobalt		3	21Cobalt		3	21Cobalt
8. Crystal Felix-Clarke, Ex-Officio	9		3	21Cobalt		3	21Cobalt		3	21Cobalt

New Members

A minimum of (15) hours of training is required for every new member to be compliant in FY26-30. The roster may change from year to year as new board members are added to the board. A training program will be approved each year prior to the start of the fiscal year.

Member Name (Note: At the time of this application, PATH does not have any Board members that will not have completed their first year before FY26. The example provided below is for illustrative purposes)	# of hours required for FY26	Best practices on charter school governance; the constitutional and statutory requirements relating to public records and open meetings; and the requirements of applicable statutes and rules and regulations (3 hours required)			Charter School Finance & Budgeting Training (Domain VII, Standard A) (3 hours required)			Financial Governance Training (Domain VII, Standard B) (3 hours required. Must be provided by GaDOE - FBO)			Whole Board Governance Team Training (3 hours required)			Topics within the Standards for Effective Governance of GA Nonprofit Charter School Governing Boards (3 hours required)		
		Topics	# of Hours	Provider	Topics	# of Hours	Provider	Topics	# of Hours	Provider	Topics	# of Hours	Provider	Topics	# of Hours	Provider
1. Jane Doe	15	Legal Requirements of Charter Schools & Charter Boards, GA Open Meetings & Open Records Effective Governance Practices for Oversight	3	21Cobalt	Financial Oversight: Ensuring Fiscal Responsibility Budgeting for Success: Strategies for Effective Financial Planning Funding and Resources: Maximizing Opportunities	3	21Cobalt	QBE Funding, Financial Governance and Oversight	3	GaDOE - FBO	Building a Strong Start: Effective Strategies for the First 100 Days Legal and Ethical Considerations in Charter School Governance Data-Driven Decision Making: Utilizing Data for School Improvement	3	21Cobalt	Smart & Savvy Governance – Effectively Utilizing Committees “Charter”ing the Course - Strategic Planning for Governing Board Building Stronger Connections: Effective Community Engagement Strategies	3	21Cobalt

Training Program approved by the governing board on October 8, 2024.

**According to Georgia law, board members will be deemed ineligible to serve if all requirements are not met.*

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	PATH Academy				*ALL MEMBERS* Whole Board Team Training (April 24, 2024)	*EXISTING MEMBERS* Financial Governance	*NEW MEMBERS* Best Practices in Charter School Governance	*NEW MEMBERS* Financial Governance	*NEW MEMBERS* Funding & Budgeting	*NEW MEMBERS* Best Practices in Charter School Governance	*ALL MEMBERS* Other Topics Aligned with SBOE Standards	*ALL MEMBERS* Whole Board Team Training	*EXISTING MEMBERS* Financial Governance	*NEW MEMBERS* Best Practices in Charter School Governance	*NEW MEMBERS* Financial Governance	*NEW MEMBERS* Funding & Budgeting	ELECTIVES ALIGNED TO STANDARDS	ELECTIVES ALIGNED TO STANDARDS	
2	HOURS				3	3	3	3	3	3	3	3	3	3	3	3	2	1	
3	TRAINING DATE										GCSA CONFERENCE								
4	BOARD MEMBERS:	STATUS	ROLE	# OF HOURS REQUIRED	# OF HOURS COMPLETED														
5	Birrell, Bonnie	Existing	Chair	9	13	3	3				6	1					Board Chair (2 Hours)	Strategic Planning (2 Hours)	
6	Bright, Marvia	Existing	Voting Member	9	11	3		3			5						Effective Committees (1 Hour)	Strategic Planning (2 Hours)	
7	Felix-Clarke, Crystal	Existing	Ex-Officio	9	9	3	3				2	1					Financial Oversight and Accountability (1 Hour)	Strategic Planning (2 Hours)	
8	Kalbas, Tim	Existing	Voting Member	9	8	3	3				2							Strategic Planning (2 Hours)	
9	Morgan, David	New	Voting Member	15	9	3					2	4					Financial Oversight and Accountability (1 Hour)	Strategic Planning (2 Hours)	
10	O'Neil, Michelle	New	Voting Member	15	9	3					2	4					Financial Oversight and Accountability (1 Hour)	Strategic Planning (2 Hours)	
11	Perdom, Celenia	New	Voting Member	15	9	3					4	2						Strategic Planning (2 Hours)	
12	Zenil, Aceli	Existing	Voting Member	9	6	3					2	1					Financial Oversight and Accountability (1 Hour)	Strategic Planning (2 Hours)	
13																			
14																			
15																			
16																			

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

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

Locally-Approved Charter School Partners Roles and Responsibilities Chart

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

Locally-Approved Charter School Partners Roles and Responsibilities Chart

Ensure school receives all per-pupil and other funding to which it is entitled by agreement with the local district (its fiscal agent)	✓	✓	✓			
Raise additional funds through fundraising efforts	✓	✓				
Exercise discretion over expenditure for all state and local funds and, as permissible, federal funds		✓				
Final school budget approval	✓					
Establish financial policies and standard operating procedures	✓					
Maintain a reserve fund	✓					
Determine facility uses		✓				
Ensure sound fiscal management and monitor budget implementation	✓	✓				
Curriculum and Instruction	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	✓	✓				

Exhibit 7

Locally-Approved Charter School Partners Roles and Responsibilities Chart

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

Locally-Approved Charter School Partners Roles and Responsibilities Chart

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

Locally-Approved Charter School Partners Roles and Responsibilities Chart						
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 LBOE retains its constitutional authority*

Application for 2024 - 2025 School Year

PATH Academy is a 5th through 8th grade public DeKalb County charter school. The faculty has clearly defined and measurable high expectations for academic achievement and conduct that make no excuses based on the background of students. The curriculum is a rigorous college preparatory curriculum that challenges students to think critically and analytically. Our school day runs from 8:15PM to 4:15 PM Monday through Friday and two weeks or more of required summer school. This provides time for extracurricular activities as well as extra help when students need it.

Today's Date _____
(Month, Day, Year)

Student Name: _____
(Last) (First) (MI)

Date of Birth: _____ Gender: _____
(Month, Day, Year)

Parent/Guardian Name: _____
(Last) (First) (MI)

Current Grade: _____

Home Address: _____

City: _____ State: GA Zip Code: _____

Home Phone Number: _____ Work Phone Number: _____

For the 2024 - 2025 school year applications will be accepted for uprising 5th, 6th, 7th, and 8th grade students. In accordance with O.C.G.A. § 20-2-2066(a) (1) (A), the Charter School elects to give enrollment preference to the following categories of applicants and in the following priority:

- Siblings of students enrolled in the start-up Charter School
- Students whose parent or guardian is a member of the governing board of the Charter school or is a full-time teacher, paraprofessional, or other employee at the charter school.

New students must plan to attend our summer school in July 2024.

Application Deadline:

5th grade:

Uprising 5th grade applications must be filled online at the school website (PATH Academy.org) or sent to PATH (by mail, fax, or in person) by Friday, February 2, 2024. If there are more 5th grade applications than available spots, a lottery will be held on Wednesday, February 7, 2024 at 7:00 p.m. in the school cafeteria. Parents do not need to be present at the lottery. The results of the lottery will be posted on the school website by Thursday, February 8, 2024. Parents with winning numbers will be notified and invited, by mail, to a 5th grade orientation, starting Friday, March 8, 2024. Parents who decline, fail to respond, or fail to attend orientation and sign a consent form will lose their place by Monday, March 11, 2024. The first applicant on the waiting list will take the available space.

6-8th grade:

Uprising 6th, 7th, and 8th grade applications will be accepted throughout the year. Applicants will be contacted if and when a space becomes available for the respective grade. Applications are contacted in the order in which they are received.

I understand the criteria and conditions for applying to DeKalb PATH Academy and wish to apply for my child _____.

Parent/Guardian Signature

Admission/Enrollment Policy

Admission to PATH Academy will be a cooperative decision between students, parents, and teachers. Students and parents must choose to enroll in PATH Academy instead of remaining at their zoned public schools. The school encourages and motivates the students and their families to view an intense academic commitment as their key to the future. Students, parents, and teachers will be expected to sign DeKalb PATH Academy's PATH to Excellence. This document addresses the areas of attendance, homework, behavior, and academics. In accordance with all federal laws and the Georgia Charter Schools Act no student will be denied admission to PATH Academy based on race, ethnicity, national origin, gender, or disability.

Student Recruitment

PATH Academy will be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the state of Georgia. The following recruitment methods have been employed with great success:

- post flyers and notices in local supermarkets, churches, community centers, and apartment complexes
- visit local organizations in each neighborhood
- visit and explain to prospective students and their families the purpose of PATH Academy
- conduct parental information sessions to elaborate on the commitment involved with attending PATH Academy
- canvass neighborhoods to further reach interested families
- ask current parents for help in talking to their neighbors
- advertise in the local newspapers and community association newsletter, and radio stations

Application Enrollment and Procedure

PATH Academy enrolls students in 5th to 8th grade. Due to its reputation as a high performing school, PATH is one of the most sought after charter schools in Georgia. However, each year almost 95% of our students rising 6th to 8th grade students re-enroll at PATH. Therefore, in 6th to 8th grade there are very few spaces available for new enrollees.

In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School elects to give enrollment preference to the following categories of applicants and in the following priority

- Siblings of students enrolled in the start-up Charter School
- Students whose parent or guardian is a member of the governing board of the Charter school or is a full-time teacher, paraprofessional, or other employee at the charter school.

Applications for 6th-8th grade are taken year round and are kept on file in the order in which they were received. To enroll in 5th grade applications for the following school year will be accepted starting second week of school and close on February 21st. Parents can download the application from the school website, call the school for the application form to be faxed or mailed to them, or pick up the application form at the school. The application form is in English and Spanish, and translation services in other languages and assistance completing the application form are available through the school staff.

DeKalb PATH Academy Admission/Enrollment Policy

Random Drawing/Lottery

If the number of applicants exceeds capacity of the grade level or building, PATH Academy will ensure that such applicants have an equal chance of being admitted through a random lottery. If a lottery is required, it will be held in an open forum in the school cafeteria at 7:00 p.m. on Wednesday of the week that follows February 20th. Parents do not have to be present at the drawing. The process will be provided to the parents in advance and explained again before the lottery begins. After the explanation parents will be allowed time to ask questions to ensure that everyone understand the process. All written or verbal information will be given in both English and Spanish.

Lottery Process

1. Each applicant will be assigned a number. The list of the names of students with assigned numbers will be posted around the building. Parents will have a chance to see what number their child is assigned to prior to the lottery. Index cards and pens/pencils will be available for the parents to write down their child's number if they choose.
2. Numbers will be written on ping pong balls representing each applicant. The number of the ping pong balls will equate to the number of applicants.
3. The numbered balls will be placed in a container and will be randomly drawn one by one by a community member who is not affiliated with the school.
4. There will be 3 more people involved in the lottery process, the first to announce the number, the second to record the number, match the name to the number, and check off the number that is called, and the third to video record the entire process.
5. As the numbers are called, students names will be posted on the projector.
6. When all spots are filled, the process will continue until every name has been drawn. That process will determine the order of the waiting list should an opening arise.
7. Once the lottery has been completed, the names of the accepted students and the waiting list will be posted on the school website.

Any applications received after February 21st will be added to the bottom of the waiting list. As openings occur mid-year, families on the waiting list will be contacted regarding the vacancy. They have 48 hours to accept the available opening. If they decline the offer, their name is removed from the waiting list and the next person on the waiting will be contacted. New students must plan to attend our summer school in June of the summer before the school year.

PATH Academy has complied and will continue to comply with the following guidelines:

- PATH Academy may not provide any enrollment preferences other than those set forth in the state law O.C.G.A. §20-2-2066 (a) and (b).
 - PATH Academy is a public school with open enrollment. As such, it may not use admissions criteria or admissions applications that would not otherwise be used at a traditional public school.
 - Students not residing in DeKalb County are not eligible to attend the charter school.
 - Practices such as requiring parents or guardians to attend a meeting, be interviewed, tour the facility or have students provide a written narrative as a condition for enrolling a student are not permitted.
 - PATH Academy may not use enrollment applications that require submission of letters of recommendation, essays, resumes, or other narrative summaries of a student's school or
-

DeKalb PATH Academy Admission/Enrollment Policy

community activities: i.e.: grades, academic programs, test scores, attendance record, or disciplinary history.

- PATH Academy may use enrollment applications for the purpose of verifying the student's residence within the school's attendance zone. Please remember that the school should only seek information that is necessary for admitting the student, such as his or her name, date of birth, address, grade, and contact information.
- In recognition of the need to plan and staff for incoming students, PATH Academy may ask for additional information (including special education or English language learner status), however, it is the school system's preference that such information be collected via post-admission enrollment forms. The admission application must make it completely clear that providing the additional information is voluntary, not necessary for submitting the application, and will have no bearing on the student's potential admission to the school.
- As part of such applications, charter schools may require parents and students to agree to abide by the school's stated expectations, including requirements for parent and/or student volunteer hours.
- PATH Academy is a free public school and may not charge tuition.
- Copies of the school's charter agreement must be offered to parents of enrolling students electronically, and if requested, by paper copy.
- DCSD will provide the necessary software and training for the Student Information System software, while the charter school shall provide hardware and the necessary Internet service connection and technology support.
- DCSD's Student Information System software 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 Georgia Department of Education (GDOE) and Federal agencies (Example: Discipline).
- The charter school shall report daily attendance and discipline incidents to DCSD using the standard, approved method of data collection. Master schedules and student schedules must exist for all students, as well as final marks for each course after each semester.
- DCSD will provide the necessary software and training for the Student Information System software, while the charter school shall provide hardware and the necessary Internet service connection and technology support.

Withdrawal

PATH Academy will comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. DeKalb County School System and PATH Academy agree that a student may withdraw without penalty from PATH Academy at any point in time and return to his/her local zoned public school or any other school to which he/she can gain admission.

AUGUST	SEPTEMBER	OCTOBER
Mon, Jul 29th - Fri, Aug 2nd: Pre-Planning Mon, Aug. 5th: 1st Day of School Wed, Aug. 14th: PATH Virtual Open House 6:00 pm Mon, Aug. 19th – Fri, Aug 30th: MAP Assessment (Fall Universal Screener) Mon, Aug 26th – Thurs, Aug 29th: Extended Day Week #1 Fri, Aug. 30th: Asynchronous Day #1	Mon, Sept. 2nd: Labor Day Tues, Sept. 3rd – Fri, Oct. 4th: Gifted Identification Assessment Tues, Sept 3rd: 5th Grade Culture Night Thurs, Sept 5th: 8th Grade Culture Night Mon, Sept 9th: 4.5 Week Grades Due Tues, Sept 10th: 6th Grade Culture Night Thurs, Sept. 12th: 7th Grade Culture Night Mon, Sept 23rd – Thurs, Sept 26th: Extended Day Week #2 Thurs, Sept 26th: Family Science Content Night Fri, Sept. 27th: Asynchronous Day #2	Tues, Oct. 1st –Fri, Nov. 8th: Gifted Identification Assessment (Renzulli) Thurs, Oct 3rd: Family Math Night Wed, Oct. 9th: 9 Week Grade Due Wed, Oct. 9th: Family ELA Night Thurs, Oct 10th: Picture Day Fri, Oct. 11th: Hispanic Heritage Month Block Party 6:00 pm Mon, Oct. 14th -Fri, Oct. 18th: Fall Break Mon. Oct 21st: BETA Induction Mon, Oct. 21st – Fri, Oct. 25th: Fall Book Fair Wed, Oct. 23rd: PSAT 8 Mon, Oct 28th – Thurs, Oct 31st: Extended Day Week #3
NOVEMBER	DECEMBER	JANUARY
Tues, Nov. 5th: Independent Learner Day (DeKalb) Sat, Nov. 9th: Fall Festival (11 am-3 pm) Mon, Nov. 11th: 13.5 Week Grades due Mon, Nov. 11th – Fri, Nov. 15th: MAP Assessment (Winter Universal Screener) Mon, Nov. 18th – Thurs, Nov 21st: Extended Day Week #4 Mon, Nov. 25th – Fri, Nov 29th: Thanksgiving Break	Fri, Dec 6th: Career Day Mon, Dec 9th – Fri, Dec 13th: Paycheck Challenge Mon, Dec 9th – Thurs, Dec 12th: Extended Day Week #5 Mon, Dec 16th – Fri, Dec 20th: Winter Spirit Week Fri, Dec. 20th: Paycheck Celebration/ Last Day 1st Semester Mon, Dec 23rd – Thurs, Jan. 2nd: Winter Break	Fri, Jan 3rd: Teacher Workday Mon, Jan 6th: Post/Pre-Planning/1st Semester Grades Due Mon, Jan 7th: First Day 2nd Semester/Honor Roll Celebration Mon, Jan 13th – Fri, Feb 13th: ACCESS for English Language Learners Mon, Jan 17th: Connections Family Night Mon, Jan 20th: MLK Day Mon, Jan 27th – Thurs, Jan 30th: Extended Day Week #6
FEBRUARY	MARCH	APRIL
Wed, Feb 5th: 5th Grade Lottery Mon, Feb 10th-Thurs, Feb 13th: Spring Book Fair Wed, Feb 12th: 4.5 Week Grades Due Fri, Feb 14th: Asynchronous Day #3 Mon, Feb 17th - Fri, Feb 21st: February Break Mon. Feb 24th – Thurs, Feb 27th: Extended Day Week #7 Fri, Feb 28th: Black History Month	Fri, Mar. 7th: DeKalb PD Day Fri, Mar. 14th: Academic Decathlon (Math Bowl, Spelling Day, STEAM, SS Family Fued) Mon, Mar. 17th – Fri, Mar. 21st: MAP Assessment (Spring Universal Screener) Mon, Mar. 24th: 9 Week Grades Due Mon, Mar 24th – Fri, Mar 27th: Extended Day Week #8 Thurs, Mar. 27th: Women’s History Month Celebration Fri, Mar. 28th: Asynchronous Day #4	Wed, Apr. 2nd – Fri, Apr 4th: 6th Grade EOY Trip Mon, Apr. 7th – Fri, Apr. 11th: Spring Break Mon, Mar. 24th – Fri, Apr. 25th: Georgia Alternative Assessment (GAA) Wed, Apr. 23rd – Mon, May 5th: Georgia Milestone End-of-Grade (EOG) Mon, Apr. 28th – Tues, Apr. 29th: Georgia Milestone End-of-Course (EOC) Tues, Apr. 29th: Day of the Arts Wed, Apr. 30th: 13.5 Week Grades Due Wed, Apr. 30th: Grade Level supply lists due
MAY	JUNE	JULY
Fri, May 2nd: Pan Asian Pacific Islander Month Mon, May 5th – Fri, May 9th: Teacher Appreciation Week Wed, May 14th: 6th and 7th Grade Award Day Thurs, May 15th – 18th: Universal Stars Trip Sun, May 18th – Mon, May 19th: 7th Grade EOY Trip Mon, May 19th – Wed, May 21st: Georgia Milestone End-of-Grade (EOG) Retest Tues, May 20th – Thurs, May 22nd: 8th Grade EOY Trip Fri, May 23rd: Field Day Mon, May 26th: Memorial Day Tues, May 27th: Field Day Awards Celebration/PATH House Cup Tues, May 27th – Wed, May 28th: Senior Days Thurs, May 29th: Last Day of School (Half Day) Thurs, May 29th: 8th Grade Capstone 6:00pm Fri, May 30th: Post-Planning 10:00 am	Tues, June 3rd: Final Grades Due	Mon, July 21st -Thurs, July 25th: 5th Grade Orientation Mon, July 28th- Fri, Aug 1st: Pre-Planning

PATH Academy Daily Schedule

7:45	Teachers in their classroom/duty stations
7:55	Students dismissed to lockers and classrooms
8:00-9:05 <i>9:05-9:10 / Class Change</i>	Morning Tutorial and Announcements
9:10-10:10 <i>10:10-10:15 / Class Change</i>	Period 1
10:15-11:15 <i>11:15-11:20 / Class Change</i>	Period 2
11:20-1:15 Lunch / Break <i>1:15-1:20 / Class Change</i>	<i>11:20-12:20 / 7th & 8th grade Period 3</i> 11:20-11:45 5 th Lunch / 6 th Break 11:45-12:10.....6 th Lunch / 5 th Break <i>12:15-1:15 / 5th & 6th grade Period 3</i> 12:25-12:50.....7 th Lunch / 8 th Break 12:50-1:15.....8 th Lunch / 7 th Break
1:20-2:20 <i>2:20-2:25 / Class Change</i>	Period 4
2:25-3:25 <i>3:25-3:30 / Class Change</i>	Period 5
3:30-4:05	Afternoon Tutorial & Snack During House Meeting Weeks (2/3 weeks of month) 3:40-4:00 (Students will take their belongings and will be dismissed from the cafeteria)
4:10	Dismissal

Morning Circle Schedule

7:45.....	Teachers in their classroom/duty stations
7:55.....	Students dismissed to lockers and classrooms
8:00-8:40.....	Morning Tutorial
8:10	Begin Mindful Monday
8:45-9:25.....	Morning Circle
9:25-9:30 / Class Change	
9:30-10:25.....	Period 1
10:25-10:30 / Class Change	
10:30-11:25.....	Period 2
11:25-11:30 / Class Change	
11:30-11:55.....	Lunch and Break
11:30-11:55.....	5 th Lunch / 6 th Break
11:55-12:20.....	6 th Lunch / 5 th Break
12:25-1:20 / 5 th & 6 th Period 3	
11:30-12:25 / 7 th & 8 th Period	
12:25-12:55.....	7 th Lunch / 8 th Break
12:55-1:20.....	8 th Lunch / 7 th Break
1:20-1:25 / Class Change	
1:25-2:20.....	Period 4
2:20-2:25 / Class Change	
2:25-3:20.....	Period 5
3:20-3:25 / Class Change	
3:25-4:10.....	Afternoon Tutorial & Snack
4:10	Dismissal

Club Bell Schedule 2024-25

Morning Group	8:25-9:05
Period 1	9:10- 10:05
Period 2	10:10-11:05
Period 3 (7th/8th Grade)	11:10– 12:05
5th/6th Break and Lunch 11:10-11:35/11:35-12:00	
Period 3 (5th/6th)	12:05-1:00
7th/8th Break and Lunch 12:10-12:35/12:35-1:00	
Period 4	1:05-2:00
Period 5	2:05-3:00
Clubs	3:05–3:45
Tutorial	3:50-4:10

BOARD CHAIR
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CEO/PRINCIPAL
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PATH Academy Curriculum Map Template

5th Grade English Language Arts

Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 1: Reading Foundation & Language Use (8 weeks)	Students will independently use their learning to: - cultivate ongoing reading, literacy, and language development. - express themselves clearly in speaking and in writing.	ELAGSE5RF3 ELAGSE5RF4 ELAGGSE5L1 ELAGSE5L2 ELAGSE5L3 ELAGSE5L4 ELAGSE5L5 ELAGSE5L6	Students need to understand how to set specific and achievable goals for reading. Students also need to understand how to take ownership for their learning. Students need to understand what command and conventions of language is, including vocabulary, grammar, and syntax, alongside critical thinking skills for analyzing information and forming coherent sentences/writing.	What habits can students develop to become a well rounded reader? In what ways can students improve vocabulary, grammar, and syntax to communicate more effectively in speaking and writing?	Text Dependent Questions Writing Prompts	
Unit 2: Reading Literary: Esperanza Rising (8 weeks)	Students will independently use their learning to - Compare and contrast characters, setting, or events in a story - Identify elements of a story - Identify elements of plot and analyze plot elements in the story - Analyze the themes present in the novel; - Engage in collaborative discussions with peers on topics surrounding the story to deepen understanding.	ELAGSE5RL1 ELAGSE5RL2 ELAGSE5RL3 ELAGSE5RL7 ELAGSE5RL9 ELAGSE5SL ELAGSE5W1 ELAGSE5W2	Students need to understand how characters are developed through actions, thoughts, etc. in a story. Students need to recognize recurring themes present in the story and analyze how they are developed throughout the story. Students need to understand that the sequence of events contribute to the overall plot structure of the story.	What events/challenges cause characters to grow and change? How does the setting affect the overall plot of the story? Does the environment play an important part of how our lives are shaped? What are the themes present in this story? How do the events/challenges contribute to the theme?	Text dependent questions. Written theme analysis Character development poster (Compare & Contrast)	

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Unit 3: Reading Informational Civil Rights (6 weeks)	Students will independently - Distinguish between central ideas and minor details in a range of texts surrounding Civil Rights and Civil Rights Leaders - Examine Author's Purpose in text - Summarize text orally and in writing the key points and supporting details of informational texts.	ELAGSE5RI1 ELAGSE5RI2 ELAGSE5RI3 ELAGSE5RI4 ELAGSE5RI5 ELAGSE5RI6	Understanding how to use context clues helps students infer the meaning of unfamiliar words and phrases, which is essential for comprehending central ideas and supporting details. Students need to understand the difference between topic sentences and central ideas. Students need to understand the different types of texts, and the reasons why the author wrote the text. Students should be familiar with the different text structures to help develop this skill. Students need to understand how to identify details that support the main idea and be able to summarize orally and in written form. Students need to understand that there can be multiple central ideas in an informational text.	What is the main message or central theme of the text, and how do I distinguish it from supporting details? How do I identify the most important information in the text and differentiate it from less significant details? What are the different types of author's purpose and what strategies can I use to help me identify them?	Text Dependent Questions Constructed Responses Summarization tasks Author's Purpose short passage sort activity.	

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Unit 4 Historical Fiction The Watson's Go to Birmingham (6 weeks)	Students will independently use their learning to • Differentiate and analyze literal and figurative language. • Analyze Point of View • analyze theme development • explain through writing the historical background of the American South in 1963 to illustrate how one family navigates and responds to the tragic consequences of racism and hatred.	ELAGSE5RL4 ELAGSE5RL6 ELAGSE5W1 ELAGSE5W2	Students need to understand the different types of figurative language and how each type functions in communication. Students will understand how to analyze characters' reactions to plot events and determine a theme from the chapter	What clues in the story help us differentiate between literal and figurative language, and how do they contribute to the overall meaning presented in the text? What strategies can we use to identify and analyze the point of view in the story, and how does it affect our interpretation? How do people respond to and recover from challenges and tragedy	Project Based Activities: Character Analysis Theme Analysis Point of View Assessment	

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PATH Academy Curriculum Map

6th Grade/Language Arts

Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language *see bottom of the document
Unit 1: Coming of Age (9 Weeks)	<i>Students will be able to independently use their learning to analyze and interpret coming-of-age narratives in literature, evaluate characters' growth and development, express their ideas effectively through various writing forms, engage in meaningful discussions that explore themes of identity and maturity, and collaborate with peers to deepen their understanding of the human experience.</i>	ELAGSE6RL1 ELAGSE6RL2 ELAGSE6RL3 ELAGSE6RL4 ELAGSE6RL9 ELAGSE6RI9 ELAGSE6W3 b ELAGSE6W3 a,c,d,e ELAGSE6SL1 a,c ELAGSE6SL6 ELAGSE6L4 a,d ELAGSE6L5 a,c ELAGSE6L3 a ELAGSE6L1	<i>Students will understand that... characters' transformative journeys contribute to themes of self-discovery and growth in coming-of-age narratives, and they will independently analyze, interpret, and effectively communicate their understanding through polished writing and speaking while applying language conventions to create engaging literary analyses and texts.</i>	<i>Students will keep considering...</i> - What are the key elements of self-discovery and growth in coming-of-age narratives? - How do authors use literary techniques to depict characters' transformations? - What challenges and decisions contribute to characters' emotional and intellectual maturation? - How can readers apply their understanding of self-discovery themes to analyze and interpret other literary works?	- Narrative Essay - Cereal Box Book Report - Character Profile Creation	Imagery Genre Sensory Detail Characterization Figurative Language Explicit Characterization Setting Plot Inferred Textual Evidence Point of View Dialogue Conflict Static/Dynamic Character Antagonist/Protagonist Diction Rhyme scheme Verse Stanza Symbol Analogy Concrete Compare/Contrast Theme Narrative Sequence Brainstorm

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Unit 2: Cultural Narratives: Folktales, Heritage Stories, and Mythologies (9 Weeks)	<i>Students will be able to independently use their learning to analyze, interpret, and appreciate cultural narratives including folktales, heritage stories, and mythologies, demonstrate their understanding through various writing forms and presentations, collaborate effectively to deepen their insights, and engage in respectful discussions that honor diverse perspectives and traditions.</i>	ELAGSE6RL9 ELAGSE6RI9 ELAGSE6W2 d,e ELAGSE6RL5 ELAGSE6RL6 ELAGSE6RI3 ELAGSE6RI4 ELAGSE6W2 a,b,c,f ELAGSE6SL1 ELAGSE6SL4 ELAGSE6L1 a,b ELAGSE6L4 b ELAGSE6L5 ELAGSE6L6	<i>Students will understand that... the significance of the coming-of-age theme in literature, the structure of narrative and informative/explanatory texts, and how to skillfully integrate character development and transformative journeys into their writing to convey adept understanding and engage the audience.</i>	<i>Students will keep considering...</i> • What defines a coming-of-age theme in literature, and why is it significant? • How can structured writing approaches enhance the conveyance of character transformations in narratives? • What strategies and techniques can writers use to integrate relevant details and organized sequences into their narratives? • How does language choice impact the clarity and engagement of informative/explanatory texts about transformative journeys?	• Mythical Creatures Creation Project • Cultural Narrative Showcase • Comparison Essay • Book Report	Compare/Contrast Point of view Informative Expository Explanatory Connotation/Denotation Topic Annotation Podcast Digital Introduction/Conclusion Topic/Topic Sentence Body Root Suffix Affix Transition Brainstorm

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Unit 3: Bold and Brave: Characters in Action (9 Weeks)	<i>Students will be able to independently use their learning to analyze characters' actions, motivations, and development in literature and informational texts, effectively communicate their understanding through writing and speaking, and collaborate with peers to deepen their comprehension and appreciation of courageous and bold characters.</i>	ELAGSE6RL7 ELAGSE6RI7 ELAGSE6RI8 ELAGSE6W1 d ELAGSE6RI1 ELAGSE6RI2 ELAGSE6RI5 ELAGSE6RI6 ELAGSE6W1 a,b,c,e ELAGSE6W5 ELAGSE6W8 ELAGSE6SL2 ELAGSE6SL3 ELAGSE6L1 d ELAGSE6L3 a,b ELAGSE6L4 c	<i>Students will understand that... developing advanced reading comprehension skills, critical thinking abilities, and effective communication strategies are fundamental for engaging meaningfully with a variety of literary works, including those featuring courageous characters in action.</i>	• What critical thinking strategies are effective in analyzing and evaluating the actions and motivations of bold and brave characters? • How can effective communication strategies be utilized to articulate interpretations and construct persuasive arguments about characters' courage? • Why is it important to consistently apply correct language conventions in written and spoken forms when discussing courageous characters and their actions?	• Courageous Character Monologue • Argumentative Essay • Character Analysis • Book Report	Script Visual Claim Reasoning Valid Claim Counterclaim Argument Informative/Expository Annotation Fact Non-Fiction Strategy Analysis Summary Explicit Implicit Journal Primary/Secondary Source Central idea Opinion Topic sentence Evidence Support Introduction/Conclusion Body Paragraph Cause/Effect Compare/Contrast Quote Clause Subordinate Clause Independent Clause Logical/ Chronological Order Audience Organization Peer Planning Revising Editing Drafting Author's purpose Persuasion

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Unit 4: Honoring Ancestry (9 Weeks)	<i>Students will be able to independently use their learning to explore and honor the rich cultural heritage and ancestral traditions through critical analysis of literature and informational texts, effective communication of their insights through various writing forms, and meaningful engagement in collaborative activities that celebrate and preserve ancestral knowledge and values.</i>	ELAGSE6RL7 ELAGSE6RI7 ELAGSE6RI8 ELAGSE6W9 ELAGSE6W4 ELAGSE6W6 ELAGSE6W7 ELAGSE6SL5 ELAGSE6L1 c,e	<i>Students will understand that developing advanced reading comprehension skills, critical thinking abilities, and effective communication strategies are crucial for engaging deeply with diverse literary genres and non-fiction texts. They will also recognize the importance of honoring ancestral heritage by exploring diverse perspectives, cultural traditions, and identity, and honoring their ancestors' experiences.</i>	• In what ways can exploring ancestral heritage and diverse perspectives enrich our understanding of cultural traditions and personal identity? • How does exploring diverse perspectives contribute to understanding and honoring ancestral heritage? • What role do cultural traditions play in shaping individual and collective identity within a community?	• Family Tree and Oral History Project • Ancestral Recipe Cookbook • Book Report	Abridge Paraphrase Tone Prewriting Drafting Editing Publishing Co-writing Transition Format Purpose Genre Research Inquiry Reliable Inquiry Citation Source

*** Language (Expanded): Daily Sentence Starters**

Daily Sentence Starters: Mentor Sentence Conversation/ Discussion Starters			
Monday (Making Observations)	Tuesday (Analyze & Label the Parts of Speech)	Wednesday (Revise/Edit)	Thursday (New Sentence, Same Structure)
I noticed that the sentence has ____ I agree with ____. I disagree with ____. I wonder why the sentence includes ____. I noticed that ____.	The ____ in the sentence is ____ (part of speech) (the labeled word) I know this because ____. I agree with ____ because ____. I disagree with ____ because ____.	The revisions I made to my sentence were ____. I changed the ____ to ____.	My new sentence is ____. The changes I made to my sentence were ____.

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Responding to a Question	To Clarify
1. The answer is _____. I know this because _____. 2. I like what _____ said because _____. 3. I agree with _____, but on the other hand, _____. 4. I disagree with _____ because _____. 5. I agree with _____ because _____.	1. Could you please repeat that for me? 2. Could you explain a bit more, please? 3. Can you give me some more time to respond? I'm still thinking about the answer. 4. I'm not sure I understood you when you said _____. Could you say more about that?

Featured Text/Films

Unit 1: Coming of Age (Reading Literature)

- [The Scholarship Jacket by Marta Salinas](#)
- [Us, in Progress: Short Stories About Young Latinos](#)
- [Seventh Grade by Gary Soto](#)
- [Holes \(The Movie\)](#)
- [Holes by Louis Schafer](#)

Unit 2: Cultural Narratives: Folktales, Heritage Stories, and Mythologies (Reading Literature)

- [Jaha and Jamil Went Down the Hill: An African Mother Goose by Virginia Kroll and Katherine Roundtree](#)
- [Sundiata Keita of Mali: The Lion King](#)
- [Black is King \(Musical Film\) by Beyonce Knowles Carter](#)
- [Dissect Podcast \(Black is King\)](#)
- [The Monkey and the Crocodile: A Jataka Tale from India](#)
- [The Fire on the Mountain \(An Ethiopian Folktale\)](#)

Unit 3: Bold and Brave: Characters in Action (Reading Informational)

- [I Am Malala: How One Girl Stood Up for Education and Changed the World](#)
- [They Called Us Enemy by George Takei](#)

Unit 4: Honoring Ancestry (Reading Informational)

- [Hairs/Pelitos by Sandra Cisneros](#)
- [Brown Girl Dreaming by Jacqueline Woodson](#)
- [The Storyteller's Candle/La velita de los cuentos by Lucia Gonzalez](#)
- [Henry's Freedom Box: A True Story from the Underground Railroad by Ellen Levine](#)

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PATH Academy Curriculum Map Template
7th Grade | Language Arts

Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards	Understandings <i>Students will understand that...</i>	Essential Questions	Assessments	Language
Unit 1: Exploring Narrative Reading and Writing (9 weeks)	<i>Students will independently use their learning to recognize the importance of setting, seeking to understand how the setting can impact the action of characters in a story.</i> <i>Students will independently use their learning to identify the elements of characterization</i> <i>Students will independently use their learning to identify and analyze elements of plot</i> <i>Students will independently use their learning to examine plot structure, understand the way in which conflict drives the action in a story</i> <i>Students will independently use their learning to understand the concept of narrative voice.</i>	ELAGSE7RL3 ELAGSE7RL6 ELAGSE7RI3 ELAGSE7W3 ELAGSE7RL1 ELAGSE7RL2 ELAGSE7RL4 ELAGSE7RI1	Understand the elements of plot: exposition, rising action, climax, falling action, resolution Understand the concept of narrative voice (point of view, first, second, or third person/omniscient, subjectivity, reliable/unreliable narrator, etc.) Understand the importance of setting, seeking to understand how the setting can dynamically affect the action or the characters in a story. Understand that conflict is a driver of plot action; characters (along with events, settings, and other elements) experience conflicts that propel a story (e.g., characters love or hate one another, experience an obstacle or	How do elements of a story shape or develop the plot or characters? How do characters' differing perspectives help develop a text? How might an individual's perspective be shaped by events and ideas? What techniques help develop an effective narrative?	Text-Dependent Questions Elements of a Story Quiz Narrative Essay	Analyze Summarize Sequencing Justify Cite Evidence Explain Organize Write Compose List Conclude Write Develop Research Close Read Annotate Point of View / Perspective Dialogue Figurative Language Devices Oral Presentation Brainstorm Draft Revise Edit Publish Story elements: -plot (exposition - rising action - climax

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			hindrance, are torn apart by circumstance, etc.)			-falling action - resolution) -setting -theme Conflict: -internal - man vs self -external - man vs nature, man vs society, man vs man, man vs technology Character Types: -round/flat -dynamic/static - developed/undeveloped Characterization Methods: -direct -indirect
Unit 2: Comparing and Contrasting Written and Visual Literacy (9 weeks)	<i>Students will independently use their learning to perceive the similarities and differences between original text and audio, visual, or live version of the text and defend preferences.</i> <i>Students will independently use their learning to examine the kinds of choices that go into bringing a story from a</i>	ELAGSE7RL7 ELAGSE7RI7 ELAGSE7RI9 ELAGSE7SL2	Read closely to understand how individuals' events and ideas are connected in a text Use organizers to show the importance of and relationships between people, events, and ideas in the informational text read	How can readers evaluate the interpretation of historical events? How does the visual representation of a theme differ from its textual counterpart?	Text-Dependent Questions Utopian Community Project World Changers Research Paper	Compare/contrast Point of view Perspective Analyze Evaluate Create Apply Tone Articulation Research Compare/contrast Point of view

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	<i>textual format to a visual format.</i> <i>Students will independently use their learning to read a wide variety of texts across genres, historical periods, styles, and points of view, but also read a wide variety of texts on single topics or current topics of debate in our country and in the world in order to make a considered assessment of alternative points of view.</i>					
Unit 3: Changing the World (9 weeks)	<i>Students will independently use their learning to read closely to understand how individuals' events and ideas are connected in a text.</i> <i>Students will independently use their learning to use organizers to show the importance of and relationships between people, events, and ideas in the informational text read</i>	ELAGSE7SL2 ELAGSE7RL9 ELAGSE7RI8 ELAGSE7W7	Read closely to understand how individuals' events and ideas are connected in a text. Use organizers to show the importance of and relationships between people, events, and ideas in the informational text read. Recognize and trace the development of an author's argument, point of view, or perspective in text. Employ knowledge of appropriate	How can readers distinguish facts from opinions in fictional and nonfictional texts? Why do readers evaluate different sources on global issues? Why is it important for readers to form their own opinions concerning world issues?	Text-Dependent Questions Argumentative Essay My Museum Project	Problem / Issue Solution / Resolution Hero (heroic) Activist Community Organizer Community Stakeholders Campaign Awareness Global Issue Cause(s) Effect(s) Fact(s) Opinion(s) Print & Digital Sources Identify Discuss Research Annotate

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			organizational structures for argument writing include a focus for audience and purpose			Close read Summarize Infer Trace Evaluate Cite Evidence Peer Feedback Present Graphic Organizer
Unit 4: Soundtracks of My Life (9 weeks)	<i>Students will independently use their learning to identify and understand the major types of figurative language as they are used in the text.</i> <i>Students will independently use their learning to evaluate and analyze the effect of sound in poetry and in narrative, especially with regard to how sound itself can contribute to meaning, tone, or mood.</i>	ELAGSE7RL1 ELAGSE7RL9 ELAGSE7RI1 ELAGSE7RI9 ELAGSE7W1 ELAGSE7W2 ELAGSE7W9 ELAGSE7L1	Evaluate and analyze the effect of sound in poetry and in narrative, especially with regard to how sound itself can contribute to meaning, tone, or mood. Identify and understand the major types of figurative language as they are used in the text.	Why is it important to improve our writing, and how do strong writing skills support self-expression? Why do we need alternative forms of self-expression beyond text?	Text-Dependent Questions Figurative language Quiz Video Script Activity/ Presentation	Implicit /Implied Explicit /Stated Literary Nonfiction Informational Texts Poetry (Poetic) Figurative Language Devices: -Simile -Metaphor -Personification -Hyperbole -Imagery -Alliteration -Onomatopoeia Poem Line Stanza Speaker Rhyme Scheme Rhythm Sonnet Audience Theme Author's Word Choice: -Tone

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						-Mood -Denotative Meaning -Connotative Meaning

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Featured Text:

<u>Unit 1: Exploring Narrative Reading and Writing</u> - Extended Literary Text: - Other Words for Home by Jasmine Wagna (Class Novel) - Thematically connected short texts (Forgiveness / Kindness / Empathy): - Thank you, Ma'am by Langston Hughes - Marigolds by Eugenia W. Collier - The Satchel By Lynette Samuel - The Roller Coaster By Shelby Ostergaard	<u>Unit 2: Comparing and Contrasting Written and Visual Literacy</u> - Extended Information Text - The Giver by Lois Lowry (Class Novel) - Thematically Connected Short Texts - Ghost Moon Part 1-4 (CommonLit) - All Day in a Summer by Ray Bradbury
<u>Unit 3: Changing the World</u> - Extended Information Text: - Enrique's Journey by Sonia Nazario - Thematically Connected Short Texts (Difference / Survival) "Immigration to the United States" by Michael A. Signal (2018) - Elena by Pat Mora - Identity by Julio Noboa	<u>Unit 4: Soundtracks of My Life</u> - Extended Information Text: - House on Mango Street - Thematically Connected Short Texts "Dreams" by Langston Hughes (1941) "I Have a Dream" by Dr. Martin Luther King, Jr. (1963)

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PATH Academy Curriculum Map Template

8th Grade/ELA

Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 1: Autobiography: How do we tell the story of who we are?	- Students will be able to independently write clear and coherent essays, reports, and narratives for various purposes and audiences, demonstrating the ability to revise and edit their work to improve clarity and coherence. - Students will be able to analyze and evaluate the credibility and validity of sources, synthesize information from multiple sources, and present well-reasoned arguments and explanations based on their research.	ELAGSE 8W3 ELAGSEW4 ELAGSEW5 ELAGSERL5 ELAGSERL7	- Define what an autobiography is and explain its purpose - Identify and describe the key elements of an autobiography, including structure and content - Organize personal experiences that they want to include in their autobiography - Write a draft of their autobiography that includes and introduction, a series of chronological events, personal reflections and a conclusion.	- How do authors engage their readers when writing narratives? - How do writers focus and organize writing to clearly effectively communicate ideas to the reader?	1st and 2nd Drafts: Formative - Final Personal Narrative Essay: Summative	publishing point of view narrative dialogue transitions sentence structure personal narrative

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	• Students will be able to effectively use technology and digital tools to produce and publish writing, collaborate with others on writing projects, and adapt their writing style and format to suit different media and purposes. • Students will be able to write for a range of tasks, purposes, and audiences, adapting their writing style and tone to communicate effectively in different genres and formats, such as persuasive essays, informative reports, creative narratives, and more.					

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Unit 2: Mythology The Hero's Journey What makes a hero?	- Students will be able to identify and explain the central idea of a text, and analyze how it evolves and is supported throughout the text. They will apply this skill to various texts, including both fiction and non-fiction, to deepen their understanding of complex ideas. - Students will develop the ability to identify an author's perspective and intended purpose in a text. They will also analyze how authors address opposing evidence or viewpoints. Students will apply this skill to critically evaluate the credibility of sources and	ELAGSE 8RL7 ELAGSE 8RL9 ELAGSE 8W ELAGSE 8SL4	- Develop writing skills through short responses or journal entries about mythological themes - Connect Greek myths to their cultural backgrounds - Use visual aids, hands-on activities, and context to grasp the meaning of unfamiliar terms. - Express and demonstration understanding through discussions, presentations and creative projects.	- How do stories of Greek mythology connect to our human experiences? - How does understanding these myths enhance our appreciation of culture, values and the universal themes that resonate (present) across diverse societies?	1. Introduction to unit to determine prior knowledge via KWL chart Formative Assessment 2. Research a god/goddess and demonstrate research through oral presentations. Formative assessment 3. Text related study guide questions and Choice Board activities Summative Assessment	central idea analyze textual evidence theme plot structure figurative language theme research characteriza tion

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	recognize bias in various forms of writing. ● Students will be able to effectively write informative and explanatory texts that delve into a topic, present clear ideas and information, and use relevant content. They will organize their writing logically, analyze information critically, and communicate complex concepts in a clear and engaging manner. This skill will serve them in various academic and real-world writing tasks. ● Students will develop strong presentation skills. They will learn to present					

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	their claims and findings in a focused, coherent manner, with supporting evidence, valid reasoning, and well-chosen details. They will practice effective communication techniques, including maintaining eye contact, using an appropriate volume, and clear pronunciation. These skills will be valuable in academic presentations and future professional settings.					
Unit 3: Exploring Humanity in Times of Conflict	Students will be able to analyze the central ideas or themes of a text and their development over the course of the text.	ELAGSE8R L8 ELAGSE8 W1	Understand how conflicts have shaped different cultures and societies.	How does the friendship Bruno and Schmel teach us about empathy and the impact of prejudice during historical events?	1. Introduction to unit to determine prior knowledge of events in Nazi Germany via KWL chart Formative Assessment	

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	- Analyze the structure of a text, including how specific sentences, paragraphs, and sections relate to each other and the whole. - Determine the author's point of view and purpose and analyze how they shape the content of the text. - Integrate and evaluate content presented in diverse formats and media. - Evaluate the arguments and claims made in a text, identifying any fallacies or bias, examining textual structure, understanding author's perspective and purpose, handling diverse formats and media, and assess		- Incorporate different perspectives to promote empathy - Explore different conflicts that occur in daily life and devise ways to resolve these conflicts. - Be open to exploring different cultures and their contributions to society as a whole.	How does Elie Wiesel's personal journey through the Holocaust, reflect the resilience (strength) of the human spirit and the importance of bearing witness to historical events?	Students maintain a journal where they write reflective entries after reading specific chapters or sections from both books. Formative Assessment Write short essays comparing and contrasting elements like setting, themes, or character experiences in <i>Night</i> and <i>The Boy in the Striped Pajamas</i> Project based Choice Board Summative Assessments	

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	arguments and bias • Students will be able to write arguments that introduce a precise claim, develop the claim(s) and counterclaims fairly and thoroughly, use appropriate transitions to create cohesion and clarify the relationships between claims and reasons, write arguments to support claims with clear and logical reasoning, use precise language and domain-specific vocabulary to inform or explain the topic, and apply the writing process, including planning, revising, editing, and proofreading,					

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	to produce well-structured and well-supported argumentative essays.					
Unit 4: Creative Words: Unlocking the Power of Figurative Language	- Students will be able to identify and interpret figurative language in various genres such as short stories and poems Students will be able to incorporate figurative language effectively into different types of writing such as personal narratives, persuasive essays, and creative pieces. - Use figurative language as a tool for critical thinking and knowledge of figurative language problem solving.	ELAGSE 8RL 10 ELAGSE 8RL 4 ELAGSE 8W4	- Examine how figurative language contributes to the meaning, tone and mood of a piece and understand the effect it has on the reader - Use figurative language creatively in their own writing to enhance expression and impact - Explore how authors /poets use figurative language in different ways. - Understand that figurative language often	Why do writers use figurative language and how does it affect the reader's interpretation of a text? How can figurative language improve personal communication? In what ways can figurative language be used to create vivid imagery and convey complex ideas?	Interactive quiz (Kahoot or Quizizz) to assess prior knowledge Formative Assessment Pair students and assign each pair a type of figurative language. They prepare a short lesson or presentation to teach to the class. Formative Assessment Define and identify types of figurative language via	simile metaphor personification hyperbole idiom alliteration onomatopoeia oxymoron allusion irony(verbal, situational and dramatic) pun imagery symbolism imagery assonance mood tone

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	Students will be able to use their knowledge of figurative language to enhance both their personal communication and academic skills.		depends on context to convey its intended meaning Recognize that idioms and other forms of figurative language can vary between cultures and languages, and appreciate how cultural contexts influence figurative expressions.		exit tickets at the end of a lesson. Formative Assessment Students write a short story, poem or personal narrative that includes at least five different types of figurative language Summative Assessment	

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PATH Academy Curriculum Map
5th Grade Mathematics

Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 1: Investigating Volume of Solid Figures 2-3 weeks	Students will independently use their learning to... - understand how geometrical thinking can be applied to different careers - reason abstractly and quantitatively when solving problems	5.GSR.8.3 Investigate volume of right rectangular prisms by packing them with unit cubes without gaps or overlaps. Then, determine the total volume to solve problems. 5.GSR.8.4 Discover and explain how the volume of a right rectangular prism can be found by multiplying the area of the base times the height to solve real-life, mathematical problems. 5.NR.5.1 Write, interpret, and evaluate simple numerical expressions involving whole numbers with or without grouping symbols to represent real-life situations.	Students will understand that: Volume is the amount of space a three-dimensional object takes up and can be used when engineering or constructing.	How would you explain how to find the volume of a rectangular prism?	Calculate the volume of two different rectangular prisms around your home using a ruler/measuring tape and what you've learned about volume.	Explain Abstractly Quantitatively

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Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 2: Building Conceptual Understanding of Place Value Using Measurement and Data Reasoning 4-5 weeks	Students will independently use their learning to... - recognize patterns and apply them to solve problems within their communities - understand and explore their identities, communities, and the world	5.NR.1.1 Explain that in a multi-digit number, a digit in one place represents 10 times as much as it represents in the place to its right and 1/10 of what it represents in the place to its left. 5.NR.1.2 Explain patterns in the placement of digits when multiplied or divided by a power of 10. Use whole number exponents to denote powers of 10, up to 10^3 . 5.MDR.7.3 Convert among units within the metric system and then apply these conversions to solve multi-step, real life problems. 5.MDR.7.4 Convert among units within relative sizes of measurement units within the customary measurement system.	Students will understand that: - Mathematics involves finding patterns to make sense of problems. - Our number system follows a pattern. - We measure time, length, weight, and capacity/volume to observe the world.	How can you use patterns to understand place value and the base ten number system? How can you use patterns to understand multiplication and division? What have you seen throughout history that supports the idea that statistics influence government decisions?	Create a line plot of measurements from the list of data topics. Analyze the data and determine what implications this has.	

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Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
		5.MDR.7.1 Explore real-life problems involving different units of measurement, including distance, weight, volume, and time. 5.MDR.7.2 Ask questions and answer them based on gathered information, observations, and appropriate graphical displays to solve problems relevant to everyday life.				
Unit 3: Building Conceptual Understanding of Multiplication and Division with Whole Numbers 3-4 weeks	Students will independently use their learning to... - persevere while problem solving by using different strategies - gain financial literacy to help them understand and maintain a healthy budget	5.NR.2.1 Fluently multiply multi-digit (up to 3-digit by 2-digit) whole numbers to solve real-life problems. 5.NR.5.1 Write, interpret, and evaluate simple numerical expressions involving whole numbers with or without grouping symbols to represent real-life situations.	Students will understand that: - There are multiple strategies that can be used to solve a problem. - There are connections between operations that are used to solve and	What do effective problem solvers do when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What similarities and differences do you see in the different strategies for solving	Dream Career & The Real World: Have students research their top two dream careers. Students will find annual salary for one of the careers and	

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		5.NR.2.2 Fluently divide multi-digit whole numbers (up to 4-digit dividends and 2-digit divisors no greater than 25) to solve real-life problems. 5.MDR.7.2 Ask questions and answer them based on gathered information, observations, and appropriate graphical displays to solve problems relevant to everyday life.	understand problems.	multiplication and division? When you think about a budget, how do you know when you have made a good financial decision vs a bad one?	calculate how much they'll make each month. Then, students will find out how much they make per hour, and then use that to calculate how much they'll make in a month. Compare/contrast monthly incomes of both jobs.	
Unit 4: Building Fraction Understanding 3-4 weeks	Students will independently use their learning to... - persevere while problem solving by using different strategies - ask questions and answer	5.NR.3.2 Compare and order up to three fractions with different numerators and/or different denominators by flexibly using a variety of tools and strategies. 5.NR.3.3 Model and solve problems	Students will understand that: - There are multiple strategies that can be used to solve a problem. - Statistical analysis and	What do effective problem solvers do when they get stuck? What is the difference between finding an answer and solving a problem?	John's Trip to DisneyWorld	

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Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
	them based on gathered information, observations, and visual displays	involving addition and subtraction of fractions and mixed numbers with unlike denominators. 5.MDR.7.2 Ask questions and answer them based on gathered information, observations, and appropriate graphical displays to solve problems relevant to everyday life.	data display often reveal patterns that may not be obvious.	How can comparing and ordering fractions help you understand fractions?		
Unit 5: Making Sense of Fraction Multiplication and Division 5-6 weeks	Students will independently use their learning to... use mathematical modeling to explain relationships and solve problems	5.NR.3.1 Explain the meaning of a fraction as division of the numerator by the denominator ($a \div b = a \times \frac{1}{b}$). Solve problems involving division of whole numbers leading to answers in the form of fractions or mixed numbers. 5.NR.3.4 Model and solve problems involving multiplication of a	Students will understand that: You can use visual models to explain and solve problems.	How is multiplication and division connected? How can you use visual models to make sense of real life problems?	Choose a drink or food recipe that you can create a blog post about. Discuss how to triple the recipe and half the recipe.	

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Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
		fraction and a whole number. 5.NR.3.5 Explain why multiplying a whole number by a fraction greater than one results in a product greater than the whole number, and why multiplying a whole number by a fraction less than one results in a product less than the whole number and multiplying a whole number by a fraction equal to one results in a product equal to the whole number. 5.NR.3.6 Model and solve problems involving division of a unit fraction by a whole number and a whole number by a unit fraction				

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Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 6: Extending Place Value and Working with Decimals to Solve Problems 4- 5 weeks	Students will independently use their learning to... - persevere while problem solving by using different strategies - gain financial literacy to help them understand and maintain a healthy budget	5.NR.4.1 Read and write decimal numbers to the thousandths place using base-ten numerals written in standard form and expanded form. 5.NR.4.2 Represent, compare, and order decimal numbers to the thousandths place based on the meanings of the digits in each place, using $>$, $=$, and $<$ symbols to record the results of comparisons. 5.NR.4.3 Use place value understanding to round decimal numbers to the hundredths place. 5.NR.4.4 Solve problems involving addition and subtraction of decimal numbers to the hundredths place using a variety of strategies. 5.MDR.7.2 Ask questions and answer them based on gathered	Students will understand that: - Interacting with money when shopping, paying bills, and comparing prices requires interaction with decimals. - Estimation can be used to help you stay within your budget.	How can you maintain a healthy budget? When you think about a budget, how do you know when you have made a good financial decision vs a bad one?	Decimals Movie Night Performance Task: It's Saturday night at the movies, and you have \$30. What are you going to spend money on? Grocery Store Cut & Paste Shopping List: Students are given a \$20 budget to buy snacks for the household.	

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Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
		information, observations, and appropriate graphical displays to solve problems relevant to everyday life.				
Unit 7: Exploring Geometry and the Coordinate Plane 3-4 weeks	Students will independently use their learning to... - understand how geometrical thinking can be applied to different careers - reason abstractly and quantitatively when solving problems	5.PAR.6.1 Generate two numerical patterns using two given rules. Identify apparent relationships between corresponding terms by completing a table. 5.PAR.6.2 Represent problems by plotting ordered pairs and explain coordinate values of points in the first quadrant of the coordinate plane. 5.GSR.8.1 Classify, compare, and contrast polygons based on properties. 5.GSR.8.2 Determine, through exploration and investigation, that attributes belonging to a category of two-dimensional figures	Students will understand that: - Items (concrete and abstract) can be classified into categories based on attributes and properties. - Mathematics involves finding patterns to make sense of problems.	Compare/contrast polygons based on their properties.	Create a connect-the-dots instructions to create a picture of your choice on the coordinate plane (quadrant 1).	

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Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
		also belong to all subcategories of that category.				

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PATH Academy Curriculum Map
6th grade/Mathematics

Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 1: Exploring Real-life Phenomena through Statistics (4-5 weeks)	Students will be able to independently use their learning to ask questions, use data and to make viable arguments, solve problems and analyze situations.	6.NR.2.1 Describe and interpret the center of the distribution by the equal share value (mean). 6.NR.2.2 Summarize categorical and quantitative (numerical) data sets in relation to the context: display the distributions of quantitative (numerical) data in plots on a number line, including dot plots, histograms, and box plots and display the distribution of categorical data using bar graphs. 6.NR.2.3 Interpret numerical data to answer a statistical investigative question created. Describe the distribution of a quantitative (numerical) variable collected, including its center, variability, and overall shape. 6.NR.2.4 Design simple experiments and collect data. Use data gathered from realistic scenarios and simulations to determine quantitative measures of center (median and/or mean) and variability (interquartile range and range). Use these quantities to draw conclusions about the data, compare different numerical data sets, and make predictions. 6.NR.2.5 Relate the choice of measures of center and variability to the shape of the data distribution and the context in which the data were gathered. 6.NR.2.6 Describe the impact that inserting or deleting a data point has on the mean and the median of a data set. Create data displays using a dot plot or box plot to examine this impact.	Students need to know: - reading and creating graph is a way of communicating data - statistics influence societal decisions - the way the government divides the budget depends on statistics	When you are curious about something, what kind of questions do you ask in order to reach a conclusion? What are some signs or actions of a curious person? How can you use what you know about numbers to help you solve problems in your daily life? What have you seen throughout history that supports the idea that statistics influence government decisions?	6th grade Data Collection Project Statistics Unit Test Weekly Knowledge Check Ins	Analyze Collect Plot Describe Statistical Questioning
	Students will be able to independently use their learning to understand and to explore the impact of their identity in their communities and the world.					

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Unit 2: Making Relevant Connections through Number System Fluency (3-4 weeks)	Students will be able to independently use their learning to develop their financial literacy. Students will be able to independently use their learning to understand budgets and make better financial choices. Students will be able to independently use their learning to explain relationships and solve problems by using mathematical modeling.	6.NR.1.1 Fluently add and subtract any combination of fractions to solve problems. 6.NR.1.2 Multiply and divide any combination of whole numbers, fractions, and mixed numbers using a student-selected strategy. Interpret products and quotients of fractions and solve word problems. 6.NR.2.1 Describe and interpret the center of the distribution by the equal share value (mean). 6.NR.2.3 Interpret numerical data to answer a statistical investigative question created. Describe the distribution of a quantitative (numerical) variable collected, including its center, variability, and overall shape. 6.NR.2.4 Design simple experiments and collect data. Use data gathered from realistic scenarios and simulations to determine quantitative measures of center (median and/or mean) and variability (interquartile range and range). Use these quantities to draw conclusions about the data, compare different numerical data sets, and make predictions. 6.NR.1.3 Perform operations with multi-digit decimal numbers fluently using models and student-selected strategies.	Students need to know: • how to track expenses • how a savings work • how to make realistic budgets • why financial planning is important • how to make connections between their learning and their life experiences.	Why do you think it is important to learn about budgets and manage your money correctly? When you think about a budget, how do you know when you have made a good financial decision vs a bad one?	Recipe Book Project Travel Budget Mini Project	Analyze Interpret Collect Summarize Calculate
Unit 3: Investigating Rate, Ratio and Proportional Reasoning	Students will be able to independently use their learning to recognize patterns and apply them to	6.NR.4.1 Explain the concept of a ratio, represent ratios, and use ratio language to describe a relationship between two quantities. 6.NR.4.2 Make tables of equivalent ratios relating quantities with whole-number measurements, find missing values in the tables, and plot the pairs of values on the coordinate plane. Use tables to compare ratios. 6.NR.4.3 Solve	Students need to know: • how to make connections between different amounts	What can you use to compare quantities? Why is it important to understand equivalence between amounts?	Grocery Store Project/Better Deal Analysis	Analyze Summarize Equivalence Recognize Comparison

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(3-4 weeks)	solve problems in their communities. Students will be able to independently use their learning to	problems involving proportions using a variety of student-selected strategies. 6.NR.4.4 Describe the concept of rates and unit rate in the context of a ratio relationship. 6.NR.4.5 Solve unit rate problems including those involving unit pricing and constant speed. 6.NR.4.6 Calculate a percent of a quantity as a rate per 100 and solve everyday problems given a percent. 6.NR.4.7 Use ratios to convert within measurement systems (customary and metric) to solve authentic problems that exist in everyday life.	how to recognize the connections can be made through number sense.	How can you apply connections you make between quantities with problems in your community?		
Unit 4: Building a Conceptual Understanding of Expressions (2-3 weeks)	Students will be able to independently use their learning to explain relationships and solve problems.	6.PAR.6.1 Write and evaluate numerical expressions involving rational bases and whole-number exponents. 6.PAR.6.2 Determine greatest common factors and least common multiples using a variety of strategies to make sense of applicable problems. 6.PAR.6.3 Write and read expressions that represent operations with numbers and variables in realistic situations. 6.PAR.6.4 Evaluate expressions when given values for the variables, including expressions that arise in everyday situations. 6.PAR.6.5 Apply the properties of operations to identify and generate equivalent expressions.	Students need to know: - how to find the value of an unknown variable - how to apply the properties of LCM and GCF to their everyday experiences	What are the connections between scheduling shifts at a job and LCM/GCF?	Store Owner Scheduling Project	Analyze Interpret Recognize Comparison
Unit 5: Exploring Real-life Phenomena through OneStep Equations and Inequalities (4-5 weeks)	Students will be able to independently use their learning to reason abstractly and quantitatively when solving problems.	6.PAR.7.1 Solve one-step equations and inequalities involving variables when values for the variables are given. Determine whether an equation and inequality involving a variable is true or false for a given value of the variable. 6.PAR.7.2 Write one-step equations and inequalities to represent and solve problems; explain that a variable can represent an unknown number or any number in a specified set. 6.PAR.7.3 Solve problems by writing and solving equations of the form $x + p = q$, $px = q$ and x	Students need to know: - how to identify expressions and equations as relationships between known integers and unknown integers - how to apply previously	What steps can you take to evaluate your own work for accuracy? Why is it important to understand the relationship between known and unknown integers?		Analyze Summarize Recognize Comparison Evaluate

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		= q for cases in which p, q and x are all nonnegative rational numbers. 6.PAR.7.4 Recognize and generate inequalities of the form $x > c$, $x > c$, $x < c$, or $x < c$ to explain situations that have infinitely many solutions; represent solutions of such inequalities on a number line.	learned skills solve problems with unknown values			
Unit 6: Exploring Area and Volume (2-3 weeks)	Students will be able to independently use their learning to recognize how geometrical thinking can be applied to different careers. Students will be able to independently use their learning to reason abstractly and quantitatively when solving problems.	6.GSR.5.1 Explore area as a measurable attribute of triangles, quadrilaterals, and other polygons conceptually by composing or decomposing into rectangles, triangles, and other shapes. Find the area of these geometric figures to solve problems. 6.GSR.5.2 Given the net of three-dimensional figures with rectangular and triangular faces, determine the surface area of these figures. 6.GSR.5.3 Calculate the volume of right rectangular prisms with fractional edge lengths by applying the formula, $V = (\text{area of base}) \times (\text{height})$.	Students need to know: - how to properly use rules or other measuring tools to find accurate lengths and dimensions of shapes. - how to recognize shapes according to their characteristics.	What is the importance of accurately finding the lengths or dimensions of different objects? What are different ways to use measurements of objects?	Dream House Area Project MiniGolf Area Project Lego Volume Practice Weekly Knowledge Check Ins	Measure Analyze Summarize
Unit 7: Rational Exploration: Numbers and their Opposites (3-4 weeks)	Students will be able to independently use their learning to become curious citizens that are actively seeking answers to	6.NR.3.1 Identify and compare integers and explain the meaning of zero based on multiple authentic situations. 6.NR.3.2 Order and plot integers on a number line and use distance from zero to discover the connection between integers and their opposites. 6.NR.3.3 Recognize and explain that opposite signs of integers indicate locations on opposite sides of zero on the number line; recognize and explain that the opposite of the opposite of a number is the number itself. 6.NR.3.4 Write, interpret, and explain statements of order for rational	Students need to know: - the differences of negative and positive integers - the different ways to interpret integers based	What does it mean to be a curious citizen? How can we use our knowledge of math to answer questions in your everyday life?	Travel Weather Report Project	Summarize Recognize Comparison

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	questions in the world.	numbers in authentic, mathematical situations. Compare rational numbers, including integers, using equality and inequality symbols. 6.NR.3.5 Explain the absolute value of a rational number as its distance from zero on the number line; interpret absolute value as distance for a positive or negative quantity in a relevant situation. 6.NR.3.6 Distinguish comparisons of absolute value from statements about order. 6.NR.2.3 Interpret numerical data to answer a statistical investigative question created. Describe the distribution of a quantitative (numerical) variable collected, including its center, variability, and overall shape. 6.NR.2.4 Design simple experiments and collect data. Use data gathered from realistic scenarios and simulations to determine quantitative measures of center (median and/or mean) and variability (interquartile range and range). Use these quantities to draw conclusions about the data, compare different numerical data sets, and make predictions	on the situation they are used in			
Unit 8: Graphing Rational Numbers (2-3 weeks)	Students will be able to independently use their learning to recognize patterns and apply them to solve problems in their communities.	6.PAR.8.1 Locate and position rational numbers on a horizontal or vertical number line; find and position pairs of integers and other rational numbers on a coordinate plane. 6.PAR.8.2 Show and explain that signs of numbers in ordered pairs indicate locations in quadrants of the coordinate plane and determine how two ordered pairs may differ based only on the signs. 6.PAR.8.3 Solve problems by graphing points in all four quadrants of the coordinate plane. Include use of coordinates and absolute value to find distances between points with the same x-coordinate or the same y-coordinate. 6.PAR.8.4 Draw polygons in the coordinate plane given coordinates for the vertices; use coordinates to find the length of a side joining points with the same x-coordinate or the same y-coordinate.	Students need to know: • how to identify properties of a coordinate plane • how to compare integers based on the characteristics of their position in a coordinate plane. • how to apply previous knowledge of	How is reading maps similar to reading a coordinate plane? How can you compare and contrast plots on a coordinate plane based on their characteristics?	Student Coordinate Plane Mystery Image Coordinate Plane Plot Scavenger Hunt	Analyze Recognize Comparison

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			polygons to coordinate planes			
Unit 9: Culminating Capstone Unit (1-2 weeks)	Students will be able to demonstrate their understanding of concepts from the school year in preparation of the end of year standardized testing.	The capstone unit applies content that has already been learned in previous interdisciplinary PBLs and units throughout the school year. The capstone unit is an interdisciplinary unit that allows students to create a presentation, report, or demonstration that could include their models used to answer an overarching driving question. (e.g., Students can present their solution(s), findings, project, or answer to the driving question to a larger audience during the culminating capstone unit.)	Students need to know: • how to apply their previous knowledge • how to apply previous skills	What skills do you need a refresher on? How can you use the resources you already have to review past concepts?	End of year Milestones Testing	

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PATH Academy Curriculum Map Template

7th grade/Math

Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Unit 1: Making Relevant Connections within The Number System (5-6 weeks)	Apply mathematical models of integers to explain relationships and solve real-world problems. Implement different strategies and persevere while problem-solving.	7.NR.1: - Solve relevant, mathematical problems, including multi-step problems, involving the four operations with rational numbers and quantities in any form (integers, percentages, fractions, and decimal numbers). 7.NR.1.1 7.NR.1.2 7.NR.1.3 7.NR.1.4 7.NR.1.5 7.NR.1.6 7.NR.1.7 7.NR.1.8 7.NR.1.9 7.NR.1.10 7.NR.1.11 7.MP.1-8	Equations are mathematical models used to represent something (relationship between numbers and unknowns). Heuristics are strategies that can aid problem solving (e.g. breaking a complex problem into chunks, creating a visual representation, working backward from the desired result, guess and check, estimation). Checking your work and understanding and reflecting on mistakes you make allow you to persevere through problem-solving.	What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem? What real-world, everyday connections can we make using all of the Unit 1 concepts?	Project Task - Create your own mathematical project based on the concepts from Unit 1 in conjunction with a real-world, daily scenario. You have to present your findings in a group of four people. Your math work needs to be shown and described during your presentation. Solve equations for specific givens: e.g. current cost of materials Unit Test Four Quizzes	Equations Solve Evaluate Simplify Like terms Inverse operations Distributive property Additive Inverse property Multiplicative Inverse property Term Solution Literal equations Number line

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Unit 2: Reasoning with Expressions, Equations, and Inequalities (5-6 weeks)	Recognize, examine, compare, and apply mathematical properties (such as commutative, associative, and distributive properties) and conventions (such as order of operations) to rewrite equivalent expressions, and then interpret those expressions in context. Students extend properties used with whole numbers to rational numbers in multiple formats (fractions and decimals). Students construct and solve equations and inequalities to solve contextual problems, and interpret solutions based on the context. Apply mathematical models to further explain concepts and solve contextual problems. Implement different strategies and persevere while problem-solving.	7.PAR.2: - Use properties of operations, generate equivalent expressions and interpret the expressions to explain relevant situations. 7.PAR.3: - Represent authentic situations using equations and inequalities with variables; solve equations and inequalities symbolically, using the properties of equality. 7.PAR.2.1 7.PAR.2.2 7.PAR.3.1 7.PAR.3.2 7.MP.1-8	As a conventional, mathematical formula, equations express the equality of two expressions concluded with the “equal sign” followed by the solution. Equations are found in just about every single real-world situation, from construction to engineering to sales. On the contrary, inequalities are used when we do not know what an expression is equal to. Unlike an equation, inequalities do not have a clear cut answer. They represent a limit of what is allowed or possible. Inequalities are used to compare the size of two or more numbers on the number line more often than not. Expressions are a math sentence with at least two terms and at least one operation. Constant, a variable(s), coefficient, a term(s), and an operation all make up an expression. The modeling of expressions is a powerful tool for understanding, analyzing, explaining, and making predictions about various phenomena in students’ lives, communities, and the world at large.	How do we recognize and describe equations and inequalities to gain insights into the world around us? How do equations and inequalities help us understand and predict real-world phenomena and address real-world issues and challenges? In what ways does understanding expressions, equations, and inequalities empower us to make informed decisions in our lives and in our communities? How do the limitations and assumptions of equations and inequalities impact our interpretations and predictions? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	Project Task - Create your own mathematical project based on the concepts from Unit 1 in conjunction with a real-world, daily scenario. You have to present your findings in a group of four people. Your math work needs to be shown and described during your presentation. Solve equations for specific givens: e.g. current cost of materials Unit Test Four Quizzes Application Task Project - Given a specific situation, analyze and build a graph, table, and equation. Explain details in context.	Coefficient • Constant • Equation • Inequality • Term • Numerical expression • Quantities • Variable Algebraic expression • Commutative Property • Associative Property • Translate - Greater than - Less Than - Greater than equal to - Less than equal to - Switching signs Number line -

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
			Problem-solving strategies, such as analyzing patterns, using the number line, and applying algebraic techniques, enables you to understand and manipulate equations, expressions, and inequalities. Perseverance and flexibility in problem-solving enable you to adapt your approach to finding solutions to real-world problems involving equations and inequalities.			

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Unit 3A: Exploring Ratios and Proportional Relationships (3-4 weeks)	Analyze, question, and test hypotheses and conclusions. Construct viable arguments to solve problems. Explore their identities, communities, and the world.	7.PAR.4: - Recognize proportional relationships in relevant, mathematical problems; represent, solve, and explain these relationships with tables, graphs, and equations. 7.PAR.4.1 7.PAR.4.2 7.PAR.4.3 7.PAR.4.4 7.PAR.4.5 7.PAR.4.6 7.PAR.4.7 7.PAR.4.8 7.MP.1-8	Data can be represented in different forms to help interpret and extract meaningful information. Analysis of scatter plots can identify patterns and relationships between two variables (bivariate data). Statistical analysis of data can be applied to real-world scenarios, such as evaluating trends, making predictions, and drawing conclusions.	How can we effectively represent, analyze, and interpret data to reveal patterns and trends? In what ways can statistical reasoning help us make informed decisions in various contexts? What are the limits of mathematical representations and modeling? When is the “correct” answer not the best solution?	Data Project - Use real data (medical, population, social justice topics, income, etc.) to build and analyze scatter plots and other data displays. Write a news article, letter to rep, etc. about your findings.	Univariate data Bivariate data Qualitative data Quantitative data Collect Analyze Interpret Infer Compare Solve Solution Variable Equation Statistical questions Scatter plot Line of best fit Trend line Data distribution Outliers Clusters Linear association Nonlinear association Positive correlation

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
						Negative correlation Slope Rate of change Intercept Constant
Unit 3B: Exploring Ratios and Proportional Relationships (4-5 weeks)	Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	7.PAR.4: - Recognize proportional relationships in relevant, mathematical problems; represent, solve, and explain these relationships with tables, graphs, and equations. 7.PAR.4.9 7.PAR.4.10 7.PAR.4.11 7.PAR.4.12 7.MP.1-8	Variables in equations relate to each other and changes in one affect the others. Systems of equations represent points where the equations are simultaneously satisfied.	How do you determine the best strategy to solve a particular system of equations? What are the conditions under which a system of equations has a unique solution, no solution, or infinitely many solutions? How do changes in parameters or constraints affect solutions to systems of equations? What role do systems of equations play in decision-making processes? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	Business Task (continued) - You need to convince investors to invest in your company. Build on the previous task by writing function equations and creating graphs that explain your profit margin and project future earnings/profit.	Equation Evaluate Analyze Interpret Solve Compare Substitute Term Coefficient Variable Opposite Pairs Solution One solution No solution Infinite solutions Function Input Output Independent variable Dependent variable Domain Range Graphs Ordered pairs Constant Rate of change

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Unit 4: Making Relevant Connections with Geometry (4-5 weeks)	Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	7.GSR.5: - Solve practical problems involving angle measurement, circles, area of circles, surface area of prisms and cylinders, and volume of cylinders and prisms composed of cubes and right prisms. 7.GSR.5.1 7.GSR.5.2 7.GSR.5.3 7.GSR.5.4 7.GSR.5.5 7.GSR.5.6 7.GSR.5.7 7.GSR.5.8 7.MP.1-8	Irrational numbers cannot be expressed as fractions and are found in real-world applications involving square roots of non-perfect squares. The laws and/or properties of exponents summarize patterns of repeated multiplication and division. Scientific notation is used to represent very large and very small numbers and to efficiently perform operations on such numbers, particularly in scientific fields. Irrational numbers and scientific notation have made significant cultural and historical contributions to mathematics, science, and society over time.	What respective properties of rational and irrational numbers can be used to model or understand real-world phenomena and applications? How can scientific notation be applied in scientific research, technological advancements, and everyday contexts? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	Need ideas Ideas: work for NASA and need to calculate something in space...this would require geometric concepts knowledge taught later in the year	Rational numbers Irrational numbers Natural numbers Whole numbers Integers Real Number System Approximate Fraction Ratio Square roots Cube roots Perfect squares Non-perfect squares Radical expressions Exponent Base Power Radical Radicand Scientific notation Standard notation How many times Greater than Less than Simplify Evaluate

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Unit 5: Investigating Probability <i>(4-5 weeks)</i>	Recognize how the combination of algebraic and geometric thinking and modeling can apply to different careers. Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	7.PR.6: - Using mathematical reasoning, investigate chance processes and develop, evaluate, and use probability models to find probabilities of simple events presented in authentic situations. 7.PR.6.1 7.PR.6.2 7.PR.6.3 7.PR.6.4 7.PR.6.5 7.PR.6.6 7.MP.1-8	The Pythagorean Theorem describes the relationship between the three sides of all right triangles. The Pythagorean Theorem can be applied to solve problems in two and three dimensions, including real-world practical problems in fields such as construction, navigation, and physics. Analyzing and modeling volumes of cylinders, spheres, and cones can be applied to solve real-world problems involving capacities, designing structures, and determining material requirements. Accuracy in calculations, application of appropriate units of measurement, and clarity in mathematical communication are important for all fields.	How did ancient civilizations discover and prove the Pythagorean Theorem and apply it to then understand irrational numbers without having access to modern technology? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	Wheel of Theodorus Project Design a Building Task - Design a building that is ADA compliant.	Pythagorean theorem Theorem Proof Equation Solve Square root Square Evaluate Converse Right triangle Distance Area Perimeter Volume Cylinder Sphere Cone

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PATH Academy Curriculum Map Template

8th grade/Math

Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Unit 1: Expressions, Equations, & Inequalities in One Variable (5-6 weeks)	Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	8.PAR.3: Create and interpret expressions within relevant situations. Create, interpret, and solve linear equations and linear inequalities in one variable to model and explain real phenomena. 8.PAR.3.1 8.PAR.3.2 8.PAR.3.3 8.PAR.3.4 8.PAR.3.5 8.PAR.3.6 MP.1-8	Expressions and equations are mathematical models used to represent something (relationship between numbers and unknowns). Heuristics are strategies that can aid problem solving (e.g. breaking a complex problem into chunks, creating a visual representation, working backward from the desired result, guess and check, estimation). Checking your work and understanding and reflecting on mistakes you make allow you to persevere through problem-solving.	What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	Business Task - You run your own business. You have to balance costs and profits. Materials, employee pay, sales, etc. Write equations & inequalities that explain your profit, etc. Solve equations for specific givens: e.g. current cost of materials Write your own Milestones Exam: write problems, show tasks, explain possible mistakes	Expressions Equations Inequalities Solve Evaluate Simplify Like terms Inverse operations Distributive property Additive Inverse property Multiplicative Inverse property Term Coefficient Variable Solution One solution No solution Infinite solutions Literal equations

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Unit 2: Modeling Linear Relationships & Functions (9-10 weeks)	Recognize, examine, compare, and apply patterns to solve and/or evaluate problems and/or situations in their lives, communities, and the world. Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	8.PAR.4 Show and explain the connections between proportional and non-proportional relationships, lines, and linear equations; create and interpret graphical, mathematical models and use the graphical, mathematical model to explain real-life phenomena represented in the graph. 8.PAR.4.1 8.PAR.4.2 8.FGR.5 Describe the properties of functions to define, evaluate, and compare relationships, and use functions and graphs of functions to model and explain real-life phenomena. 8.FGR.5.1 8.FGR.5.2 8.FGR.5.3 8.FGR.5.4 8.FGR.5.5 8.FGR.5.6 8.FGR.5.7 8.FGR.5.8 8.FGR.5.9 MP.1-8	Linear relationships, characterized by constant rates of change, are pervasive in real-world situations such as distance-time graphs, financial planning, and population growth. Linear equations can be represented graphically as straight lines, and the slope and y-intercept of the line provide information about the relationship between variables in the context of the problem. The modeling of linear relationships and functions is a powerful tool for understanding, analyzing, explaining, and making predictions about various phenomena in their lives, communities, and the world at large. Problem-solving strategies, such as analyzing patterns, using graphical representations, and applying algebraic techniques, enables you to understand and manipulate linear relationships and functions. Perseverance and flexibility in problem-solving enable you to	How do we recognize and describe linear relationships to gain insights into the world around us? How do mathematical models help us understand and predict real-world phenomena and address real-world issues and challenges? In what ways does understanding linear relationships and functions empower us to make informed decisions in our lives and in our communities? How do the limitations and assumptions of linear models impact our interpretations and predictions? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	Business Task (continued) - You need to convince investors to invest in your company. Build on the previous task by writing function equations and creating graphs that explain your profit margin and project future earnings/profit. Application Task Project - Given a specific situation, analyze and build a graph, table, and equation. Explain details in context.	Evaluate Analyze Solve Compare Proportional Relationships Linear Nonlinear Relations Functions Input Output x-variable y-variable Independent variable Dependent variable Domain Range Graphs Plots Tables Equations Ordered pairs Mapping diagrams Constant Rate of change Slope y-intercept Initial value Slope-intercept form of a linear equation

Created by Dr. Ana A. Alcaraz

Last Revision July 2024

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
			adapt your approach to finding solutions to real-world problems involving linear relationships and functions.			Point-slope form of a linear equation Standard form of a linear equation
Unit 3: Data & Statistical Reasoning (2-3 weeks)	Analyze, question, and test hypotheses and conclusions. Construct viable arguments to solve problems. Explore their identities, communities, and the world.	8.FGR.6: Solve practical, linear problems involving situations using bivariate quantitative data. 8.FGR.6.1 8.FGR.6.2 8.FGR.6.3 8.FGR.6.4	Data can be represented in different forms to help interpret and extract meaningful information. Analysis of scatter plots can identify patterns and	How can we effectively represent, analyze, and interpret data to reveal patterns and trends? In what ways can statistical reasoning help us make	Data Project - Use real data (medical, population, social justice topics, income, etc.) to build and analyze scatter plots and	Univariate data Bivariate data Qualitative data Quantitative data Collect Analyze Interpret

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
		MP.1-8	relationships between two variables (bivariate data). Statistical analysis of data can be applied to real-world scenarios, such as evaluating trends, making predictions, and drawing conclusions.	informed decisions in various contexts? What are the limits of mathematical representations and modeling? When is the “correct” answer not the best solution?	other data displays. Write a news article, letter to rep, etc. about your findings.	Infer Compare Solve Solution Variable Equation Statistical questions Scatter plot Line of best fit Trend line Data distribution Outliers Clusters Linear association Nonlinear association Positive correlation Negative correlation Slope Rate of change Intercept Constant
Unit 4: Systems of Linear Equations (2-3 weeks)	Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	8.FGR.7 Justify and use various strategies to solve systems of linear equations to model and explain real-life phenomena. 8.FGR.7.1 8.FGR.7.2 8.FGR.7.3 8.FGR.7.4	Variables in equations relate to each other and changes in one affect the others. Systems of equations represent points where the equations are simultaneously satisfied.	How do you determine the best strategy to solve a particular system of equations? What are the conditions under which a system of equations has a unique solution, no solution, or infinitely many solutions?	Business Task (continued) - You need to convince investors to invest in your company. Build on the previous task by writing	Equation Evaluate Analyze Interpret Solve Compare Substitute Term Coefficient

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
		8.FGR.7.5 MP.1-8		How do changes in parameters or constraints affect solutions to systems of equations? What role do systems of equations play in decision-making processes? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	function equations and creating graphs that explain your profit margin and project future earnings/profit.	Variable Opposite Pairs Solution One solution No solution Infinite solutions Function Input Output Independent variable Dependent variable Domain Range Graphs Ordered pairs Constant Rate of change
Unit 5: Irrational Numbers, Integer Exponents, & Scientific Notation (5-6 weeks)	Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	8.NR.1 Solve problems involving irrational numbers and rational approximations of irrational numbers to explain real-life applications. 8.NR.1.1 8.NR.1.2 8.NR.2 Solve problems involving radicals and integer exponents including relevant application situations; apply place value understanding with scientific notation and	Irrational numbers cannot be expressed as fractions and are found in real-world applications involving square roots of non-perfect squares. The laws and/or properties of exponents summarize patterns of repeated multiplication and division. Scientific notation is used to represent very large and very small numbers and to efficiently perform operations	What respective properties of rational and irrational numbers can be used to model or understand real-world phenomena and applications? How can scientific notation be applied in scientific research, technological advancements, and everyday contexts? What do effective problem solvers do to persevere when they get stuck?	Ideas: work for NASA and need to calculate something in space...this would require geometric concepts knowledge taught later in the year	Rational numbers Irrational numbers Natural numbers Whole numbers Integers Real Number System Approximate Fraction Ratio Square roots Cube roots

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
		use scientific notation to explain real-life phenomena. 8.NR.2.1 8.NR.2.2 8.NR.2.3 8.NR.2.4 MP.1-8	on such numbers, particularly in scientific fields. Irrational numbers and scientific notation have made significant cultural and historical contributions to mathematics, science, and society over time.	How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?		Perfect squares Non-perfect squares Radical expressions Exponent Base Power Radical Radicand Scientific notation Standard notation How many times Greater than Less than Simplify Evaluate
Unit 6: Geometric Relationships (2-3 weeks)	Recognize how the combination of algebraic and geometric thinking and modeling can apply to different careers. Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	8.GSR.8 Solve geometric problems involving the Pythagorean Theorem and the volume of geometric figures to explain real-life phenomena. 8.GSR.8.1 8.GSR.8.2 8.GSR.8.3 8.GSR.8.4 MP.1-8	The Pythagorean Theorem describes the relationship between the three sides of all right triangles. The Pythagorean Theorem can be applied to solve problems in two and three dimensions, including real-world practical problems in fields such as construction, navigation, and physics. Analyzing and modeling volumes of cylinders, spheres, and cones can be applied to	How did ancient civilizations discover and prove the Pythagorean Theorem and apply it to then understand irrational numbers without having access to modern technology? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense?	Wheel of Theodorus Project Design a Building Task - Design a building that is ADA compliant.	Pythagorean theorem Theorem Proof Equation Solve Square root Square Evaluate Converse Right triangle Distance Area Perimeter Volume Cylinder

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
			solve real-world problems involving capacities, designing structures, and determining material requirements. Accuracy in calculations, application of appropriate units of measurement, and clarity in mathematical communication are important for all fields.	What is the difference between finding an answer and solving a problem?		Sphere Cone

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PATH Academy Curriculum Map Template

8th-9th/Enhanced Algebra

Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Unit 1: Expressions, Equations, & Inequalities in One Variable <i>(3-4 weeks)</i>	Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	8.PAR.3: Create and interpret expressions within relevant situations. Create, interpret, and solve linear equations and linear inequalities in one variable to model and explain real phenomena. 8.PAR.3.1 8.PAR.3.2 8.PAR.3.3 8.PAR.3.4 8.PAR.3.5 8.PAR.3.6 MP.1-8	Expressions and equations are mathematical models used to represent something (relationship between numbers and unknowns). Heuristics are strategies that can aid problem solving (e.g. breaking a complex problem into chunks, creating a visual representation, working backward from the desired result, guess and check, estimation). Checking your work and understanding and reflecting on mistakes you make allow you to persevere through problem-solving.	What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	Business Task - You run your own business. You have to balance costs and profits. Materials, employee pay, sales, etc. Write equations & inequalities that explain your profit, etc. Solve equations for specific givens: e.g. current cost of materials Write your own Milestones Exam: write problems, show tasks, explain possible mistakes	Expressions Equations Inequalities Solve Evaluate Simplify Like terms Inverse operations Distributive property Additive Inverse property Multiplicative Inverse property Term Coefficient Variable Solution One solution No solution Infinite solutions Literal equations

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Unit 2: Modeling Linear Relationships & Functions (6-7 weeks)	Recognize, examine, compare, and apply patterns to solve and/or evaluate problems and/or situations in their lives, communities, and the world. Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	8.PAR.4 Show and explain the connections between proportional and non-proportional relationships, lines, and linear equations; create and interpret graphical, mathematical models and use the graphical, mathematical model to explain real-life phenomena represented in the graph. 8.PAR.4.1 8.PAR.4.2 8.FGR.5 Describe the properties of functions to define, evaluate, and compare relationships, and use functions and graphs of functions to model and explain real-life phenomena. 8.FGR.5.1 8.FGR.5.2 8.FGR.5.3 8.FGR.5.4 8.FGR.5.5 8.FGR.5.6 8.FGR.5.7 8.FGR.5.8 8.FGR.5.9 A.FGR.2: Construct and interpret arithmetic sequences as functions, algebraically and graphically, to model and explain real-life phenomena. Use formal notation to	Linear relationships, characterized by constant rates of change, are pervasive in real-world situations such as distance-time graphs, financial planning, and population growth. Linear equations can be represented graphically as straight lines, and the slope and y-intercept of the line provide information about the relationship between variables in the context of the problem. The modeling of linear relationships and functions is a powerful tool for understanding, analyzing, explaining, and making predictions about various phenomena in their lives, communities, and the world at large. Problem-solving strategies, such as analyzing patterns, using graphical representations, and applying algebraic techniques, enables you to understand and manipulate linear relationships and functions. Perseverance and flexibility in problem-solving enable you to	How do we recognize and describe linear relationships to gain insights into the world around us? How do mathematical models help us understand and predict real-world phenomena and address real-world issues and challenges? In what ways does understanding linear relationships and functions empower us to make informed decisions in our lives and in our communities? How do the limitations and assumptions of linear models impact our interpretations and predictions? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	Business Task (continued) - You need to convince investors to invest in your company. Build on the previous task by writing function equations and creating graphs that explain your profit margin and project future earnings/profit. Application Task Project - Given a specific situation, analyze and build a graph, table, and equation. Explain details in context.	Evaluate Analyze Solve Compare Proportional Relationships Linear Nonlinear Relations Functions Input Output x-variable y-variable Independent variable Dependent variable Domain Range Graphs Plots Tables Equations Ordered pairs Mapping diagrams Constant Rate of change Slope y-intercept Initial value Slope-intercept form of a linear equation

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Last Revision July 2024

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
		represent linear functions and the key characteristics of graphs of linear functions, and informally compare linear and nonlinear functions using parent graphs. A.FGR.2.1 A.FGR.2.2 A.FGR.2.5 A.FGR.2.3 A.FGR.2.4 A.MM.1 MP.1-8	adapt your approach to finding solutions to real-world problems involving linear relationships and functions.			Point-slope form of a linear equation Standard form of a linear equation Arithmetic sequences Function notation Parent functions Formal interval notation Set notation
Unit 3: Analyzing Systems of Linear	Recognize, examine, compare, and apply patterns to solve and/or evaluate problems and/or situations in their lives, communities, and the world.	8.FGR.7 Justify and use various strategies to solve systems of linear equations to model and explain real-life phenomena. 8.FGR.7.1 8.FGR.7.2	Variables in equations and inequalities relate to each other and changes in one affect the others. Systems of equations and inequalities represent points or	How do you determine the best strategy to solve a particular system of equations or inequalities? What are the conditions under which a system of equations	Business Task (continued) - You need to convince investors to invest in your company. Build	Equation Inequality Evaluate Analyze Interpret Solve Compare

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Equations & Inequalities (2-3 weeks)	Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	8.FGR.7.3 8.FGR.7.4 8.FGR.7.5 A.PAR.4: Create, analyze, and solve linear inequalities in two variables and systems of linear inequalities to model real-life phenomena. A.PAR.4.1 A.PAR.4.2 A.PAR.4.3 A.MM.1 MP.1-8	regions where the equations and inequalities are simultaneously satisfied. Systems of inequalities can be used to represent optimization problems subject to constraints, and interpret solutions in the context of these constraints.	has a unique solution, no solution, or infinitely many solutions? In what ways do systems of inequalities contribute to optimization problems? How do changes in parameters or constraints affect solutions to systems of equations and inequalities? What role do systems of equations and inequalities play in decision-making processes? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	on the previous task by writing function equations and creating graphs that explain your profit margin and project future earnings/profit.	Substitute Term Coefficient Variable Opposite Pairs Solution One solution No solution Infinite solutions Function Input Output Independent variable Dependent variable Domain Range Graphs Ordered pairs Constant Rate of change
Unit 4: Investigating Rational & Irrational Numbers (4-5 weeks)	Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	8.NR.1 Solve problems involving irrational numbers and rational approximations of irrational numbers to explain real-life applications. 8.NR.1.1 8.NR.1.2	Irrational numbers cannot be expressed as fractions and are found in real-world applications involving square roots of non-perfect squares. The laws and/or properties of exponents summarize patterns	What respective properties of rational and irrational numbers can be used to model or understand real-world phenomena and applications? How can scientific notation be applied in scientific research,	Ideas: work for NASA and need to calculate something in space...this would require geometric concepts	Rational numbers Irrational numbers Natural numbers Whole numbers Integers

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
		8.NR.2 Solve problems involving radicals and integer exponents including relevant application situations; apply place value understanding with scientific notation and use scientific notation to explain real-life phenomena. 8.NR.2.1 8.NR.2.2 8.NR.2.3 8.NR.2.4 A.NR.5: Investigate rational and irrational numbers and rewrite expressions involving square roots and cube roots. A.NR.5.1 A.NR.5.2 A.MM.1 MP.1-8	of repeated multiplication and division. Scientific notation is used to represent very large and very small numbers and to efficiently perform operations on such numbers, particularly in scientific fields. Irrational numbers and scientific notation have made significant cultural and historical contributions to mathematics, science, and society over time.	technological advancements, and everyday contexts? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	knowledge taught later in the year	Real Number System Approximate Fraction Ratio Square roots Cube roots Perfect squares Non-perfect squares Radical expressions Exponent Base Power Radical Radicand Scientific notation Standard notation How many times Greater than Less than Simplify Evaluate
Unit 5: Modeling & Analyzing Quadratic Functions (5-6 weeks)	Recognize, examine, compare, and apply patterns to solve and/or evaluate problems and/or situations in their lives, communities, and the world. Apply mathematical models to explain relationships and solve problems.	A.PAR.6: Build quadratic expressions and equations to represent and model real-life phenomena; solve quadratic equations in contextual situations. A.PAR.6.1 A.PAR.6.2 A.PAR.6.3	Quadratic functions, represented graphically by parabolas, have key characteristics, including a vertex, axis of symmetry, intercepts, concavity, and roots, that align to points in real-world situations, such as in projectile motion, revenue and	How do we recognize, describe, and manipulate quadratic functions to gain insights into the world around us? How do mathematical models help us understand and predict real-world phenomena and	Roller Coaster Task - Design a roller coaster and write the equations for each curve and linear section. What are the domains of the	Identify Compare Solve Evaluate Factor Simplify Describe Interpret Analyze

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
	Implement different strategies and persevere while problem-solving.	A.PAR.6.4 A.FGR.7: Construct and interpret quadratic functions from data points to model and explain real-life phenomena; describe key characteristics of the graph of a quadratic function to explain a contextual situation for which the graph serves as a model. A.FGR.7.1 A.FGR.7.2 A.FGR.7.3 A.FGR.7.4 A.FGR.7.5 A.FGR.7.6 A.FGR.7.7 A.FGR.7.8 A.FGR.7.9 A.MM.1	profit maximization, and geometric relationships. Changes in the parameters of quadratic equations affect the resulting graph and help model real-world situations. The modeling of quadratic functions is a powerful tool for understanding, analyzing, explaining, and making predictions about various phenomena in their lives, communities, and the world at large. Problem-solving strategies, such as analyzing patterns, using graphical representations, and applying algebraic techniques, enables you to understand and manipulate quadratic functions and interpret solutions in the context of the problem. Perseverance and flexibility in problem-solving enable you to adapt your approach to finding solutions to real-world problems involving quadratic functions.	address real-world issues and challenges? In what ways does understanding quadratic functions empower us to make informed decisions in our lives and in our communities? How do the limitations and assumptions of quadratic models impact our interpretations and predictions? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense? What is the difference between finding an answer and solving a problem?	functions? What are the rates of change? Create a sales-pitch for your roller coaster...what aspects of it (faster than others, more curves, etc.) will make people want to ride it?	Quadratic function Parabola Vertex Axis of symmetry Intercept Concavity Roots Domain Range Rate of change Forms of quadratic equations

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Unit 6: Modeling & Analyzing Exponential Expressions, Equations, & Functions (4-6 weeks)	Recognize, examine, compare, and apply patterns to solve and/or evaluate problems and/or situations in their lives, communities, and the world. Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	A.PAR.8: Create and analyze exponential expressions and equations to represent and model real-life phenomena; solve exponential equations in mathematically applicable situations. A.PAR.8.1 A.PAR.8.2 A.PAR.8.3 A.PAR.8.4 A.FGR.9: Construct and analyze the graph of an exponential function to explain a mathematically applicable situation for which the graph serves as a model; compare exponential with linear and quadratic functions. A.FGR.9.1 A.FGR.9.2 A.FGR.9.3 A.FGR.9.4 A.FGR.9.5 A.MM.1	Exponential functions, represented graphically by curves, have key characteristics, including initial values, asymptotes, growth/decay rates/factors and end behaviors, that describe phenomena in various contexts, such as population growth, radioactive decay, compound interest, and bacterial growth. Changes in the parameters of exponential equations and functions, such as the base and exponent, affect the resulting graph and help model real-world situations. The modeling of exponential functions is a powerful tool for understanding, analyzing, explaining, and making predictions about various phenomena in their lives, communities, and the world at large, including predicting future trends, optimizing processes, and analyzing data trends. Problem-solving strategies, such as analyzing patterns, using graphical representations, and applying algebraic techniques, enables you to understand and manipulate	How do we recognize, describe, and manipulate exponential functions to gain insights into the world around us? How do mathematical models help us understand and predict real-world phenomena and address real-world issues and challenges? In what ways does understanding exponential functions empower us to make informed decisions in our lives and in our communities? How do the limitations and assumptions of exponential models impact our interpretations and predictions? How do we determine the type of function (linear, quadratic, or exponential) that best models a data set or situation? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense?	Ideas: population growth; decay of medicines in body; bacterial and virus growth	Identify Compare Solve Evaluate Simplify Describe Interpret Analyze Exponential function Curve Asymptote End behavior Growth Decay Intercept Initial value Domain Range Rate of change Base Exponent Function notation Geometric sequences

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
			exponential functions and interpret solutions in the context of the problem. Perseverance and flexibility in problem-solving enable you to adapt your approach to finding solutions to real-world problems involving exponential functions. Linear, quadratic, and exponential functions can be compared and analyzed in terms of their growth rates and behavior over time to determine which is best for specific practical applications.	What is the difference between finding an answer and solving a problem?		
Unit 7: Investigating Data & Statistical Reasoning (3-4 weeks)	Analyze, question, and test hypotheses and conclusions. Construct viable arguments to solve problems. Explore their identities, communities, and the world.	8.FGR.6: Solve practical, linear problems involving situations using bivariate quantitative data. 8.FGR.6.1 8.FGR.6.2 8.FGR.6.3 8.FGR.6.4 A.DSR.10: Collect, analyze, and interpret univariate quantitative data to answer statistical investigative questions that compare groups to solve real-life problems;	Data can be represented in different forms to help interpret and extract meaningful information. Apply statistical analysis, including measures of central tendency and dispersion and distribution, patterns and relationships in scatter plots, and regression analysis to describe, analyze, and interpret data sets.	How can we effectively represent, analyze, and interpret data to reveal patterns and trends? In what ways can statistical reasoning help us make informed decisions in various contexts? How has data and statistical analysis influenced governments, businesses, and world organizations' decisions throughout history?	Data Project - Use real data (medical, population, social justice topics, income, etc.) to build and analyze scatter plots and other data displays. Write a news article, letter to rep, etc. about your findings.	Univariate data Bivariate data Qualitative data Quantitative data Collect Analyze Interpret Infer Compare Solve Solution Variable Equation

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
		Represent bivariate data on a scatter plot and fit a function to the data to answer statistical questions and solve real-life problems. A.DSR.10.1 A.DSR.10.2 A.DSR.10.3 A.DSR.10.4 A.DSR.10.5 A.DSR.10.6 A.DSR.10.7 A.MM.1 MP.1-8	Critically evaluate statistical claims, recognizing biases, errors, and limitations in data collection and analysis. Statistical analysis of data can be applied to real-world scenarios, such as evaluating trends, making predictions, and drawing conclusions.	What are the limits of mathematical representations and modeling? When is the “correct” answer not the best solution? How can we critically evaluate statistical claims and sources of data to ensure accuracy and reliability?		Statistical questions Scatter plot Line of best fit Trend line Data distribution Central tendency Median Mean Mode Variability Interquartile range Standard deviation Outliers Clusters Linear association Nonlinear association Positive correlation Negative correlation Slope Rate of change Intercept Constant Correlation coefficient Correlation Causation

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
Unit 8: Algebraic Connections to Geometric Concepts (3-4 weeks)	Recognize how the combination of algebraic and geometric thinking and modeling can apply to different careers. Apply mathematical models to explain relationships and solve problems. Implement different strategies and persevere while problem-solving.	8.GSR.8 Solve geometric problems involving the Pythagorean Theorem and the volume of geometric figures to explain real-life phenomena. 8.GSR.8.1 8.GSR.8.2 8.GSR.8.3 8.GSR.8.4 A.GSR.3: Solve problems involving distance, midpoint, slope, area, and perimeter to model and explain real-life phenomena. A.GSR.3.1 A.GSR.3.2 A.MM.1 MP.1-8	The Pythagorean Theorem describes the relationship between the three sides of all right triangles. The Pythagorean Theorem can be applied to solve problems in two and three dimensions, including real-world practical problems in fields such as construction, navigation, and physics. Algebraic concepts can be applied to solve practical geometric problems in science and other fields. Analyzing and modeling volumes of cylinders, spheres, and cones can be applied to solve real-world problems	How did ancient civilizations discover and prove the Pythagorean Theorem and apply it to then understand irrational numbers without having access to modern technology? How can we apply algebraic concepts to solve problems in two and three dimensional geometric spaces? What do effective problem solvers do to persevere when they get stuck? How do you evaluate and reflect on your solution to determine if it makes sense?	Wheel of Theodorus Project Design a Building Task - Design a building that is ADA compliant.	Pythagorean theorem Theorem Proof Equation Solve Square root Square Evaluate Converse Right triangle Distance Midpoint Slope Parallel lines Perpendicular lines Area Perimeter Volume Cylinder Sphere

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Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards (Link ; Inspire)	Understandings	Essential Questions	Assessments	Language
			involving capacities, designing structures, and determining material requirements. Accuracy in calculations, application of appropriate units of measurement, and clarity in mathematical communication are important for all fields.	What is the difference between finding an answer and solving a problem?		Cone

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PATH Academy Curriculum Map Template
5th Grade/Social Studies
United States History: Industrialization to the Digital Age

Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards	Understandings <i>Students will understand that...</i>	Essential Questions	Assessments	Language
Unit 1: Title (time frame)	Students will think about how conflicts begin.	Describe US involvement in WW1 and post WW1 America.	Students will understand that alliances were caused by the ultimate actions of individuals.	Whose “Story” is it? Can you effectively write about war and the postwar.	Journal prompt to write a soldier's 1st person narrative.	Evaluate the US Involvement in wwII.
Unit 2: Title (time frame)	Students will understand problem - solving techniques.	Explain America’s involvement in WWII. Describe German aggression in Europe and Japanese.	Students will understand that world leaders made decisions that affect the world today.	How do we know what to believe about historical claims? whose perspective is telling the story of wwII.	Picture and writing history preparedness .	Summarizes the US involvement in wwII.
Unit 3: Title (time frame)	Students will understand ways to cooperate with others.	ss5H5 - Discuss the origins and consequences of the Cold War.	Students will understand that words and ideas can create hostile environments that can lead to combat war.	What can we learn from the past? Can you write a summary about what happened in the cold war?	Skit-Create and present a skit with world leaders talking to each other .	Compare world leadership styles in wwII.
Unit 4: Title (time frame)	Participates as an emphatic and active citizen.	ss5H6 - Describe the importance of key people, events and development’s between 1950-1975.	Students will understand that similarities and differences in cultures can cause discrimination.	Whose perspective of history should be the most important?	Journal prompt the importance of freedom.	Describe what happened in the civil rights movement

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						and lead it to continue today.

wwII - Describe major events in the war in both Europe and the Pacific, including Pearl Harbor, Iwo Jima, D-Day, VE and VJ Days, and the Holocaust.

wwII - Discuss President Trumein's decision to drop the atomic bombs on Hiroshima and Nagasaki. Identify Roosevelt, Stalin, Chuuahheld, Hirohito, Troman , Mussolini, and Hitler.

Describe the effect of rationing and the changing role of women and African Americans or blacks; include "Rosie the Riveter" and the Tuskegee Airmen.

Explain the role of Eleanor Roosevelt and the US in the formation of the United Nations.

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PATH Academy Curriculum Map Template

6th Grade Social Studies

Overall Mission / Vision	
Students will build empathy, become more conscientious, and develop curiosity in order to broaden their worldview. Students will be exposed to others' cultural practices, practice meaningful and consistent personal reflection, and review a variety of texts and sources.	
Theme-Specific Understandings	
● Conflict and Change: The student will understand that when there is conflict between or within societies, change is the result. ● Culture: The student will understand that the culture of a society is the product of the religion, beliefs, customs, traditions, and government of that society. ● Gain from Trade: The student will understand that parties trade voluntarily when they expect to gain. ● Governance: The student will understand that as a society increases in complexity and interacts with other societies, the complexity of the government also increases. ● Human Environmental Interaction: The student will understand that humans, their society, and the environment affect each other. ● Location: The student will understand that location affects a society's economy, culture, and development. ● Movement/Migration: The student will understand that the movement or migration of people and ideas affects all societies involved. ● Production, Distribution, Consumption: The student will understand that the production, distribution, and consumption of goods/services produced by the society are affected by the location, customs, beliefs, and laws of the society. ● Time, Change, Continuity: The student will understand that while change occurs over time, there is continuity to the basic structure of that society. ● Gain from Trade: The student will understand that parties trade voluntarily when they expect to gain. (Economics, Personal Finance) ● Scarcity: The student will understand that scarcity of all resources forces parties to make choices and that these choices always incur a cost.	
Skills	
<u>Map & Globe</u> 1. use a compass rose to identify cardinal directions 2. use intermediate directions 3. use a letter/number grid system to determine location 4. compare and contrast the categories of natural, cultural, and political features found on maps 5. use graphic scales to determine distances on a map	<u>Information Processing</u> 1. compare similarities and differences 2. organize items chronologically 3. identify issues and/or problems and alternative solutions 4. distinguish between fact and opinion 5. identify main idea, detail, sequence of events, and cause and effect in a social studies context 6. identify and use primary and secondary sources

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6. use map key/legend to acquire information from historical, physical, political, resource, product, and economic maps
7. use a map to explain impact of geography on historical and current events
8. draw conclusions and make generalizations based on information from maps
9. use latitude and longitude to determine location (developing)
10. compare maps of the same place at different points in time and from different perspectives to determine changes, identify trends, and generalize about human activities
11. compare maps with data sets (charts, tables, graphs) and /or readings to draw conclusions and make generalizations

7. interpret timelines, charts, and tables
8. identify social studies reference resources to use for a specific purpose
9. construct charts and tables
10. analyze artifacts
11 draw conclusions and make generalizations
12. analyze graphs and diagrams
13. translate dates into centuries, eras, or ages
14. formulate appropriate research questions
15. determine adequacy and/or relevancy of information
16. check for consistency of information
17. interpret political cartoons (developing)

Essential Questions

Location

Why does location matter?
How does location affect where people live?
How does location affect trade?
How does location help or hinder a country's development?

Human Environment Interaction

Whose problem is it?
How can progress cause problems?
How does location play a part in environmental issues?
Why is cooperation needed for solving environmental issues?

Production, Distribution, Consumption

Do they have what it takes?
Why do people trade?
How do trade barriers impact a country?
What is necessary for a country to have a strong GDP?

Culture

How does society reflect diverse cultures?
How does society impact the government?
How do one's beliefs shape a society?
How do traditions shape a society?

Conflict and Change

How can conflict cause change?
How can a group's beliefs cause change?
How is conflict good and bad?
Who benefits from conflict?

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Governance

Who has the power?
How does growth in a society impact the government?
How do citizen responsibilities change as governments change?
How does citizen satisfaction impact a government?
How do governments of countries affect each other?

Movement/Migration

How does movement and migration affect society?
How does movement and migration change a country's culture?
Who benefits from movement and migration?
Why do people choose to move?

Gain From Trade

How does one gain from trade?
How can individuals benefit from trade?
How do you get what you want?
Why should countries trade?

Time, Continuity, and Change

How can some societal structures remain in place when change occurs?
How can something change but remain the same?
What causes change?
How can something be strong enough to remain the same when change occurs?

Scarcity

How does scarcity impact our choices?
What is the cost for what we don't have?
What is the cost of making choices?
How does scarcity create interdependence?

Unit 1: Unifying Themes (3 weeks)			
Transfer Goals	Students will be able to independently use their knowledge to apply what they learn in their educational career to their own lives.		
Standards	No specific unit standards		
Understandings	Students will understand that social studies consists of patterns and themes that can be connected and applied to their own lives.		
Assessments	Formative - Diagnostic - Four Corners - Themes Gallery Walk - Turn and Talk - Themes Sort	Interim - <i>The Lorax</i> Cause-Effect Chain - <i>Westlandia</i> Organizer - History of Chocolate Reading Comprehension	Summative - Themes Poster (What is Social Studies? Performance Task)

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	- Themes Chart	- Conflict and Change Song and Map Analysis - Weekly Warm-Up - Weekly Homework Sheet	
Language	<u>Content Vocab</u> 1. Environment 2. Conflict 3. Scarcity 4. Culture 5. Governance 6. Civilization 7. Migration 8. Production 9. Distribution 10. Consumption	<u>Speaking</u> - Discussion - Group Collaboration <u>Listening</u> - Song - Story Read-Aloud	<u>Reading</u> - Story Read-Along - Informational Text Comprehension <u>Writing</u> - Comprehension Response - Themes Chart Evidence

Unit 2: Domain Intensive (4 weeks)			
Transfer Goals	Students will be able to independently use their knowledge to make more sound decisions regarding their personal responsibilities as citizens and contributing members of society.		
Standards	SS6H1 - SS6H4, SS6G1 - SS6G12, SS6CG1 - SS6CG4, SS6E1 - SS6E13		
Understandings	Students will understand that social studies content can be broadly categorized into domains.		
Assessments	<u>Formative</u> - Diagnostic - iCivics Gov't Branches Game - Gov't Bridge-Building Exercise and/or Decision-Making Lesson - History Lunchroom Fight - Environmental SCAMPER - Geography Questivities - Economic Systems Resource Allocation and/or Chain Factory Activity	<u>Interim</u> - Domains Reading Comprehension - Map Skills Practice - Weekly Warm-Up - Weekly Homework Sheet	<u>Summative</u> - Create-a-Country Project
Language	<u>Geography Content Vocab</u> 1. Geography 2. -Physical 3. -Human 4. Location 5. -Relative	<u>Government Content Vocab</u> 1. Government 2. Politics 3. Civic Life 4. Democracy 5. Autocracy	<u>Economics Content Vocab</u> 1. Economics 2. Scarcity 3. Trade 4. Specialization 5. Domestic

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	6. -Absolute 7. Latitude (Parallels) 8. Longitude (Meridians) 9. Equator 10. Prime Meridian 11. Place 12. Region 13. Human-Environment Interaction 14. Movement 15. Physical Feature / Map 16. Political Feature / Map 17. Natural Resources 18. -Renewable 19. -Nonrenewable 20. Climate 21. Population Density 22. Urban 23. Rural 24. Coastal 25. Ocean 26. Continent 27. Island 28. Landlocked 29. Culture	6. Oligarchy 7. Parliamentary 8. Presidential 9. Parliament 10. Prime Minister 11. Governor-General 12. President 13. Federal 14. Unitary 15. Confederation 16. Head of State 17. Chief Executive / Head of Government 18. Legislative 19. Executive 20. Judicial 21. Dictator 22. Absolute Monarchy 23. Constitutional Monarchy 24. Distribution of Power 25. Citizen Participation 26. Right 27. Freedom 28. Responsibility 29. Censorship	6. Globalization 7. Needs 8. Wants 9. Goods 10. Services 11. Consumer 12. Consumption 13. Producer 14. Production 15. Distribution 16. Factors of Production 17. Natural Resources 18. -Renewable 19. -Nonrenewable 20. Capital Goods 21. Human Resources 22. Entrepreneurship 23. Labor 24. Land 25. Profit 26. Income 27. Budget 28. Savings 29. Resource Allocation 30. Supply 31. Demand 32. World Trade Organization 33. Traditional 34. Command 35. Market 36. Mixed 37. Economic Continuum 38. GDP / GDP per capita 39. Standard of Living 40. Literacy Rate 41. Inflation 42. Unemployment 43. Trade Barrier 44. Tariff 45. Quota 46. Embargo 47. Voluntary Trade 48. Import 49. Export Industry 50. Currency 51. Exchange Rate
	<u>History Content Vocab</u> 1. History 2. Primary Source 3. Secondary Source 4. Decade 5. Century 6. Millenia 7. Cause 8. Effect 9. Revolution 10. Civil War 11. Coup	<u>Speaking</u> - Group Collaboration <u>Listening</u> - Following Instructions <u>Reading</u> - Informational Text Comprehension <u>Writing</u> - Listing, Describing	

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Unit 3: Europe (9 weeks)	
Transfer Goals	<i>From PATH's Mission: [Students will] understand their unique talents, how to develop those talents into strengths and how to use those strengths to be a good community steward.</i> <i>[Students will] reflect a high level of positive engagement in their school community.</i> Students will be able to independently use their knowledge to make more conscious, responsible decisions about where and how they live, including their personal impact on their community and the wider world.
Standards	Historical Understandings SS6H3 Explain conflict and change in Europe. a. Describe the aftermath of World War I: the rise of communism, the Treaty of Versailles, the rise of Nazism, and worldwide depression. b. Explain the rise of Nazism including preexisting prejudices, the use of propaganda, and events which resulted in the Holocaust. c. Explain how German reunification contributed to the collapse of the Soviet Union and led to the end of the Cold War. Geographic Understandings SS6G7 Locate selected features of Europe. a. Locate on a world and regional political-physical map: the Danube River, Rhine River, English Channel, Mediterranean Sea, European Plain, the Alps, Pyrenees, Ural Mountains, and Iberian Peninsula. b. Locate on a world and regional political-physical map the countries of France, Germany, Italy, Russia, Spain, Ukraine, and United Kingdom. SS6G8 Explain environmental issues in Europe. a. Explain the causes and effects of acid rain in Germany. b. Explain the causes and effects of air pollution in the United Kingdom. c. Explain the causes and effects of the nuclear disaster in Chernobyl, Ukraine. SS6G9 Explain the impact of location, climate, natural resources, and population distribution on Europe. a. Compare how the location, climate, and natural resources of Germany, the United Kingdom and Russia impact trade and affect where people live. SS6G10 Describe selected cultural characteristics of Europe. a. Describe the diversity of languages spoken within Europe. b. Identify the major religions in Europe: Judaism, Christianity, and Islam. Government/Civic Understandings SS6CG3 Compare and contrast various forms of government. a. Explain citizen participation in autocratic and democratic governments. [i.e., role of citizens in choosing the leaders of the United Kingdom (parliamentary democracy), Germany (parliamentary democracy), and Russia (presidential democracy)]. b. Describe the two predominant forms of democratic governments: parliamentary and Presidential. Government/Civic Understandings SS6CG3 Compare and contrast various forms of government.

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	a. Explain citizen participation in autocratic and democratic governments. [i.e., role of citizens in choosing the leaders of the United Kingdom (parliamentary democracy), Germany (parliamentary democracy), and Russia (presidential democracy)]. b. Describe the two predominant forms of democratic governments: parliamentary and presidential. Economic Understandings SS6E7 Analyze different economic systems. a. Compare how traditional, command, and market economies answer the economic questions of 1-what to produce, 2-how to produce, and 3-for whom to produce. b. Explain that countries have a mixed economic system located on a continuum between pure market and pure command. c. Compare the basic types of economic systems found in the United Kingdom, Germany, and Russia. SS6E8 Analyze the benefits of and barriers to voluntary trade in Europe. a. Explain how specialization encourages trade between countries. b. Compare and contrast different types of trade barriers such as tariffs, quotas, and embargoes. c. Explain why international trade requires a system for exchanging currencies between nations. d. Describe the purpose of the European Union and the relationship between member nations. SS6E9 Describe factors that influence economic growth and examine their presence or absence in the United Kingdom, Germany, and Russia. a. Evaluate how literacy rates affect the standard of living. b. Explain the relationship between investment in human capital goods (education and training) and gross domestic product (GDP per capita). c. Explain the relationship between investment in capital (factories, machinery, and technology) and gross domestic product (GDP per capita). d. Describe the role of natural resources in a country's economy. e. Describe the role of entrepreneurship.		
Understandings	Students will understand that a place's location has implications for all aspects of a person's life and directly influences their decisions. Students will understand their responsibility to create a more sustainable, environmentally conscious community through small actions that have a big impact. Students will recognize the cultural influences in their community and appreciate what they contribute to that diversity.		
Assessments	<u>Formative</u> - Diagnostic - Language Gallery Walk - "Pre-Existing Prejudices" Discussion - Rise of Nazism Cause/Effect Chain - Centers: Interpreting Nazi Propaganda	<u>Interim</u> - Geographic Feature Postcard - "Reasons to Live" in Europe - Map Quiz - Weekly Warm-Up - Weekly Homework Sheet	<u>Summative</u> - Unit Three Test

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	- “One Survivor Remembers” Video Analysis - “Russia-Ukraine Conflict” Lesson		
Language	<u>Geography Content Vocab</u> - Channel - Sea - Plain - Peninsula - Air Pollution - Great Smog - Acid Rain - Nuclear Disaster - Hydroelectricity - Deforestation - Subtropical - Temperate - Gulf Stream - Polar - Subarctic - Semiarid - Marine - Humid Continental - Tundra - Slavic - Romance - Germanic - Monotheism - Judaism - Christianity - Islam	<u>Government Content Vocab</u> - British Commonwealth of Nations - Parliament of Great Britain / Scottish Parliament - House of Lords - House of Commons - Länder - Bundestag - Bundesrat - Chancellor - Federal Assembly - Federation Council - State Duma - Corruption	<u>History Content Vocab</u> - Crusades - Empire - Imperialism - Nationalism - Alliances - Militarism - Colonization - Depression - WWI - Treaty of Versailles - WWII - Nazi Party - Cold War - USSR - Red Army - White Army - Russian Civil War - Russian Revolution - Czar or Tsar - Propaganda - Holocaust - Iron Curtain - NATO - Warsaw Pact - Transatlantic Slave Trade - Triangular Trade - Columbian Exchange - Reparations - Serfs - Bolsheviks - League of Nations - United Nations
	<u>Economics Content Vocab</u>	<u>Speaking</u> - Class Discussion - Think-Pair-Share <u>Listening</u> - Video - Partner / Group Work <u>Reading</u> - Comprehension <u>Writing</u> - Response Qs	

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Unit 4: Latin America (9 weeks)	
Transfer Goals	<i>From PATH's Mission: [Students will] understand their unique talents, how to develop those talents into strengths and how to use those strengths to be a good community steward.</i> <i>[Students will] reflect a high level of positive engagement in their school community.</i> Students will be able to independently use their knowledge to make more conscious, responsible decisions about where and how they live, including their personal impact on their community and the wider world.
Standards	Historical Understandings SS6H1 Explain conflict and change in Latin America. a. Describe the influence of African slavery on the development of the Americas. b. Describe the influence of the Spanish and the Portuguese on the language and religions of Latin America. c. Explain the impact of the Cuban Revolution and describe the current relationship between Cuba and the United States. d. Explain the impact of poverty, the war on drugs, and migration to the United States on Latin America. Geographic Understandings SS6G1 Locate selected features of Latin America. a. Locate on a world and regional political-physical map: Amazon River, Amazon Rainforest, Caribbean Sea, Gulf of Mexico, Atlantic Ocean, Pacific Ocean, Panama Canal, Andes Mountains, Sierra Madre Mountains, and Atacama Desert. b. Locate on a world and regional political-physical map the countries of Brazil, Chile, Colombia, Cuba, Mexico, and Panama. SS6G2 Explain the impact of environmental issues in Latin America. a. Explain the causes and effects of air pollution in Mexico City, Mexico. b. Explain the environmental issue of destruction of the rainforest in Brazil. SS6G3 Explain the impact of location, climate, distribution of natural resources, and population distribution on Latin America. a. Explain how the location, climate, and distribution of natural resources impact trade and affect where people live in Mexico, Brazil, and Cuba. Government/Civic Understandings SS6CG1 Compare and contrast various forms of government. a. Explain citizen participation in autocratic, and democratic governments. [i.e. the role of citizens in choosing the leaders of Mexico (presidential democracy), Cuba (autocratic), and Brazil (presidential democracy)]. b. Describe the two predominant forms of democratic governments: parliamentary and presidential. Economic Understandings SS6E1 Analyze different economic systems. a. Compare how traditional, command, and market economies answer the economic questions of 1-what to produce, 2-how to produce, and 3-for whom to produce.

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	b. Explain that countries have a mixed economic system located on a continuum between pure market and pure command. c. Compare and contrast the basic types of economic systems found in Mexico, Cuba, and Brazil. SS6E2 Give examples of how voluntary trade benefits buyers and sellers in Latin America. a. Explain how specialization encourages trade between countries. b. Compare and contrast different types of trade barriers, such as tariffs, quotas, and embargos. c. Explain why international trade requires a system for exchanging currencies between nations. d. Explain the functions of the United States-Mexico-Canada Agreement (USMCA). SS6E3 Describe factors that influence economic growth and examine their presence or absence in Brazil, Cuba, and Mexico. a. Evaluate how literacy rates affect the standard of living. b. Explain the relationship between investment in human capital (education and training) and gross domestic product (GDP per capita). c. Explain the relationship between investment in capital goods (factories, machinery, and technology) and gross domestic product (GDP per capita). d. Describe the role of natural resources in a country's economy. e. Describe the role of entrepreneurship.		
Understandings	Students will understand that a place's location has implications for all aspects of a person's life and directly influences their decisions. Students will understand their responsibility to create a more sustainable, environmentally conscious community through small actions that have a big impact. Students will recognize the cultural influences in their community and appreciate what they contribute to that diversity.		
Assessments	<u>Formative</u> - Diagnostic - -	<u>Interim</u> - - Map Quiz - Weekly Warm-Up - Weekly Homework Sheet	<u>Summative</u> - Unit Four Test
Language	<u>Geography Content Vocab</u>	<u>Government Content Vocab</u> <u>Speaking</u> - Class Discussion - Think-Pair-Share <u>Listening</u> - Video - Partner / Group Work	<u>History Content Vocab</u>

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		<u>Reading</u> - Comprehension <u>Writing</u> - Response Qs	

Unit 5: Canada (4 weeks)	
Transfer Goals	<i>From PATH's Mission: [Students will] understand their unique talents, how to develop those talents into strengths and how to use those strengths to be a good community steward.</i> <i>[Students will] reflect a high level of positive engagement in their school community.</i> Students will be able to independently use their knowledge to make more conscious, responsible decisions about where and how they live, including their personal impact on their community and the wider world.
Standards	Historical Understandings SS6H2 Describe Quebec's independence movement. Geographic Understandings SS6G4 Locate selected features of Canada. a. Locate on a world and regional political-physical map: the St. Lawrence River, Hudson Bay, Atlantic Ocean, Pacific Ocean, the Great Lakes, Canadian Shield, and Rocky Mountains. b. Locate on a world and regional political-physical map Canada and the province of Quebec. SS6G5 Explain the impact of location, climate, distribution of natural resources, and population distribution on Canada. a. Describe how Canada's location, climate, and natural resources impact trade and affect where people live. SS6G6 Explain the impact of environmental issues in Canada. a. Explain the causes and effects of pollution and acid rain in Canada to include the Great Lakes. b. Explain the causes and effects of the extraction of natural resources on the Canadian Shield (e.g., mining and logging). Government/Civic Understandings SS6CG2 Explain citizen participation in the Canadian government. a. Explain the role of citizens in choosing the leader of Canada (parliamentary democracy). Economic Understandings SS6E4 Analyze different economic systems. a. Compare how traditional, command, and market economies answer the economic questions of 1-what to produce, 2-how to produce, and 3-for whom to produce. b. Explain that countries have a mixed economic system located on a continuum between pure market and pure command. c. Describe the economic system of Canada.

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	SS6E5 Give examples of how voluntary trade benefits buyers and sellers in Canada. - Explain how specialization encourages trade between countries. - Compare and contrast different types of trade barriers, such as tariffs, quotas, and embargoes. - Explain why international trade requires a system for exchanging currencies between nations. - Explain the functions of the United States-Mexico-Canada Agreement (USMCA). SS6E6 Describe factors that influence economic growth and examine their presence or absence in Canada. - Evaluate how literacy rates affect the standard of living. - Explain the relationship between investment in human capital (education and training) and gross domestic product (GDP per capita). - Explain the relationship between investment in capital goods (factories, machinery, and technology) and gross domestic product (GDP per capita). - Describe the role of natural resources in a country's economy. - Describe the role of entrepreneurship.		
Understandings	Students will understand that a place's location has implications for all aspects of a person's life and directly influences their decisions. Students will understand their responsibility to create a more sustainable, environmentally conscious community through small actions that have a big impact. Students will recognize the cultural influences in their community and appreciate what they contribute to that diversity.		
Assessments	<u>Formative</u> - Diagnostic - -	<u>Interim</u> - - Map Quiz - Weekly Warm-Up - Weekly Homework Sheet	<u>Summative</u> - Unit Five Test
Language	<u>Geography Content Vocab</u>	<u>Government Content Vocab</u> <u>Speaking</u> - Class Discussion - Think-Pair-Share <u>Listening</u> - Video - Partner / Group Work <u>Reading</u> - Comprehension <u>Writing</u> - Response Qs	<u>History Content Vocab</u>

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Unit 6: Australia (4 weeks)	
Transfer Goals	<i>From PATH's Mission: [Students will] understand their unique talents, how to develop those talents into strengths and how to use those strengths to be a good community steward.</i> <i>[Students will] reflect a high level of positive engagement in their school community.</i> Students will be able to independently use their knowledge to make more conscious, responsible decisions about where and how they live, including their personal impact on their community and the wider world.
Standards	Historical Understandings SS6H4 Explain the impact of English colonization on current Aboriginal basic rights, health, literacy, and language. Geographic Understandings SS6G11 Locate selected features of Australia. a. Locate on a world and regional political-physical map: the Great Barrier Reef, Coral Sea, Uluru/Ayers Rock, Indian and Pacific Oceans, Great Dividing Range, and Great Victoria Desert. SS6G12 Explain the impact of location, climate, distribution of natural resources, and population distribution on Australia. a. Describe how Australia's location, climate, and natural resources impact trade and affect where people live. Government/Civic Understandings SS6CG4 Explain forms of citizen participation in government. a. Explain citizen participation in democratic governments [i.e. the role of citizens in choosing the leaders of Australia (parliamentary democracy)]. Economic Understandings SS6E10 Analyze different economic systems. a. Compare how traditional, command, and market economies answer the economic questions of 1-what to produce, 2-how to produce, and 3-for whom to produce. b. Explain that countries have a mixed economic system located on a continuum between pure market and pure command. c. Describe the economic system used in Australia. SS6E11 Give examples of how voluntary trade benefits buyers and sellers in Australia. a. Explain how specialization makes trade possible between countries. b. Compare and contrast different types of trade barriers, such as tariffs, quotas, and embargoes. c. Explain why international trade requires a system for exchanging currency between nations. SS6E12 Describe factors that influence economic growth and examine their presence or absence in Australia. a. Evaluate how literacy rates affect the standard of living. b. Explain the relationship between investment in human capital (education and training) and

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	gross domestic product (GDP per capita). c. Explain the relationship between investment in capital goods (factories, machinery, and technology) and gross domestic product (GDP per capita). d. Describe the role of natural resources in a country's economy. e. Describe the role of entrepreneurship.		
Understandings	Students will understand that a place's location has implications for all aspects of a person's life and directly influences their decisions. Students will understand their responsibility to create a more sustainable, environmentally conscious community through small actions that have a big impact. Students will recognize the cultural influences in their community and appreciate what they contribute to that diversity.		
Assessments	<u>Formative</u> - Diagnostic - -	<u>Interim</u> - - Map Quiz - Weekly Warm-Up - Weekly Homework Sheet	<u>Summative</u> - Unit Five Test
Language	<u>Geography Content Vocab</u>	<u>Government Content Vocab</u> <u>Speaking</u> - Class Discussion - Think-Pair-Share <u>Listening</u> - Video - Partner / Group Work <u>Reading</u> - Comprehension <u>Writing</u> - Response Qs	<u>History Content Vocab</u>

Unit 7: Personal Finance (3 weeks)	
Transfer Goals	<i>From PATH's Mission: [Students will] understand their unique talents, how to develop those talents into strengths and how to use those strengths to be a good community steward.</i> <i>[Students will] reflect a high level of positive engagement in their school community.</i>

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	Students will be able to independently use their knowledge to make more conscious, responsible decisions about where and how they live, including their personal impact on their community and the wider world.		
Standards	Economic Understandings SS6E13 Understand that a basic principle of effective personal money management is to live within one's income. a. Understand that income is received from work and is limited. b. Understand that a budget is a tool to plan the spending and saving of income. c. Understand the reasons and benefits of saving. d. Understand the uses and costs of credit.		
Understandings	Students will understand that a place's location has implications for all aspects of a person's life and directly influences their decisions. Students will understand their responsibility to create a more sustainable, environmentally conscious community through small actions that have a big impact. Students will recognize the cultural influences in their community and appreciate what they contribute to that diversity.		
Assessments	<u>Formative</u> - Diagnostic - -	<u>Interim</u> - - Map Quiz - Weekly Warm-Up - Weekly Homework Sheet	<u>Summative</u> - Unit Five Test
Language	<u>Geography Content Vocab</u>	<u>Government Content Vocab</u>	<u>History Content Vocab</u>
		<u>Speaking</u> - Class Discussion - Think-Pair-Share <u>Listening</u> - Video - Partner / Group Work <u>Reading</u> - Comprehension <u>Writing</u> - Response Qs	

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PATH Academy Curriculum Map Template
8th Grade/Social Studies

Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards	Understandings <i>Students will understand that...</i>	Essential Questions	Assessments	Language
Unit 1: Georgia' Geography and Native Peoples (3 weeks)	Students will be able to identify: 1) Characteristics of American Indians in GA (H1a) 2) Location of Georgia (G1a) 3) Impact of Georgia's geography and climate development (G1b)	SS8H1a SS8G1a SS8G1b	Students will understand the historical, geographical, economic, and civic principles that have shaped Georgia's development.	I can locate Georgia in relation to region, nation, continent, and hemispheres. I can evaluate the impact of climate, and the importance of water on Georgia's historic development and economic growth. I can distinguish among the 5 regions of Georgia in terms of location, climate, agriculture, and economic contribution. I can explain how the four transportation systems of Georgia contribute to the growth and development of the state's economy.	Formative Assessments: Quizzes, exit tickets, class discussions, concept maps, and short writing assignments assessing understanding of key concepts. Summative Assessments: Unit tests, projects (such as research papers, presentations, or multimedia projects) assessing deeper	Hemispheres Continent Nation Region Cardinal Directions Intermediate Directions Relative Location Absolute Location Latitude Longitude Climate Mild Humid Subtropical Drought Tri-State Water War Fall Line Okefenokee Swamp Chattahoochee River Savannah River Barrier Islands

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					understanding and application of knowledge.	Appalachian Mountains Appalachian Plateau Ridge and Valley Blue Ridge Piedmont Coastal Plain Interstate Highway System Hartsfield Jackson International Airport Deepwater Ports Railroad International Domestic
Unit 2: Colonial Georgia and the American Revolution (4 weeks)	Students will be able to identify: Reasons for European Exploration(H1b) Impact of Spanish contact on American Indians (H1c) Roles of important individuals in Georgia's beginnings (H2)	SS8G1d SS8H1b SS8H2	Students will understand the historical, geographical, economic, and civic principles that have shaped Georgia's development.	I can describe the characteristics of American Indians living in Georgia at the time of European contact. I can explain the reasons for European exploration and settlement in North America and the impact they had on the Native Americans.	Formative Assessments: Quizzes, exit tickets, class discussions, concept maps, and short writing assignments assessing understanding of key concepts.	Mississippian Indians Culture Food Weapons Tools Shelter Hernando de Soto Missions Colonization Trade Routes Mercantilism James Oglethorpe Charity Economics Defense

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	Impacts of diverse cultures on the development of Georgia (H2) Georgia's transformation from a Trustee Colony to a Royal Colony(H2)			I can explain the reasons for the founding of Georgia. I can evaluate and describe how Oglethorpe's vision for Georgia differed from reality. I can describe how Georgia developed as a Royal Colony with regard to land ownership, slavery, alcohol, and government.	Summative Assessments: Unit tests, projects (such as research papers, presentations, or multimedia projects) assessing deeper understanding and application of knowledge.	Buffer Colony Debtor Charter of 1732 Mary Musgrove Chief Tomochichi Savannah Trustee Trustee Period Incentives Indentured Servants W.R.I.S.T. (Wine, Rice, Indigo, Silk, Timber) Salzburgers Highland Scots Jewish Settlers Malcontents Battle of Bloody Marsh
Unit 3: Antebellum Georgia and the Civil War (time frame)	Document-based inquiries, virtual field trips to historic sites (e.g., Civil War battlefields), and analyzing primary sources (e.g., letters, diaries).		Students will understand the historical, geographical, economic, and civic principles that have shaped Georgia's development.	How has Georgia's history influenced its present-day society? What are the economic factors driving Georgia's growth? What role does geography play in	Formative Assessments: Quizzes, exit tickets, class discussions, concept maps, and short writing assignments assessing understanding	Growth of slavery, sectionalism and secession, Georgia's role in the Civil War.

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				shaping Georgia's identity? How does civic participation impact the functioning of Georgia's government?	of key concepts. Summative Assessments: Unit tests, projects (such as research papers, presentations, or multimedia projects) assessing deeper understanding and application of knowledge.	
Unit 4: Reconstruction and Industrialization (time frame)	Inquiry-based projects on Reconstruction policies, analyzing economic trends through graphs and charts, and examining primary sources from the Reconstruction era.		Students will understand the historical, geographical, economic, and civic principles that have shaped Georgia's development.	How has Georgia's history influenced its present-day society? What are the economic factors driving Georgia's growth?	Formative Assessments: Quizzes, exit tickets, class discussions, concept maps, and short writing assignments assessing understanding	Reconstruction in Georgia, economic changes during Reconstruction Industrialization and urbanization.

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				What role does geography play in shaping Georgia's identity? How does civic participation impact the functioning of Georgia's government?	of key concepts. Summative Assessments: Unit tests, projects (such as research papers, presentations, or multimedia projects) assessing deeper understanding and application of knowledge.	
Unit 5: Georgia in the 20th and 21st Centuries	Research projects on key figures and events in Georgia's history, multimedia presentations on modern Georgia, and discussions on current events impacting the state.		Students will understand the historical, geographical, economic, and civic principles that have shaped Georgia's development.	How has Georgia's history influenced its present-day society? What are the economic factors driving Georgia's growth?	Formative Assessments: Quizzes, exit tickets, class discussions, concept maps, and short writing assignments assessing understanding	Key Topics: Civil rights movement in Georgia, modern economic trends, political developments in

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				What role does geography play in shaping Georgia's identity? How does civic participation impact the functioning of Georgia's government?	of key concepts. Summative Assessments: Unit tests, projects (such as research papers, presentations, or multimedia projects) assessing deeper understanding and application of knowledge.	contemporary Georgia.

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PATH Academy Curriculum Map Template

5th grade Science

Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 1: Earth	Construct an argument. Ask questions. Analyze and interpret data. Use mathematics and computational thinking.	5SE1. Obtain, evaluate, and communicate information to identify surface features on the Earth caused by constructive and/or destructive processes. a. Construct an argument supported by scientific evidence to identify surface features (examples could include deltas, sand dunes, mountains, volcanoes) as being caused by constructive and/or destructive processes (examples could include deposition, weathering, erosion, and impact of organisms). b. Develop simple interactive models to collect data that illustrate how changes in surface features are/were caused by constructive and/or destructive processes. c. Ask questions to obtain information on how technology is used to limit and/or predict the impact of	Earth has changed overtime. Understanding how landforms develop, are weathered, and eroded can help infer the history of the current landscape. Local, regional, and global patterns of rock formations reveal changes over time due to Earth forces. The location of mountain ranges, deep ocean trenches, ocean floor structures, earthquakes, and volcanoes occur in patterns. Maps can help locate the different land features where people live and in other areas of Earth.	How does the Earth change over time? What processes create Earth's features, like mountains, rivers, and volcanoes? How does energy and matter move across the Earth and create change? How do Earth's systems interact with each other?	Energy Sources Project Landforms Gallery Earth Structure Quiz Unit 1 Test	Constructive Process Destructive Process Weathering Erosion Deposition Landform Volcano Earthquake Seismology

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		constructive and destructive processes. (Clarification statement: Examples could include seismological studies, flood forecasting (GIS maps), engineering/construction methods and materials, and infrared/satellite imagery.)				
Unit 2: Chemical and Physical Changes	Plan and carry out an experiment. Engage in argument from evidence. Obtain, evaluate, and communicate data.	S5P1. Obtain, evaluate, and communicate information to explain the differences between a physical change and a chemical change. a. Plan and carry out investigations of physical changes by manipulating, separating and mixing dry and liquid materials. b. Construct an argument based on observations to support a claim that the physical changes in the state of water are due to temperature changes, which cause small particles that cannot be seen to move differently. c. Plan and carry out an investigation to determine if a chemical change occurred based on observable evidence (color, gas, temperature c	Physical changes do not change the makeup of a substance; they only change the substance's form. Examples of physical changes are crushing, cutting, tearing, folding, and the changing of an object's state of matter. Changes in the states of matter (solid, liquid, and gas) occur due to a change in temperature; these physical changes do not change what the substance is. When a chemical reaction occurs, a new substance is formed that has different properties from the original sub			Physical Change Chemical Change Matter Mass Substance Mixture Change of State Freezing Point Melting Point Boiling Point Water Vapor Physical Properties

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Unit 3: <i>Electricity and Magnetism</i>	Plan and carry out an experiment. Construct an explanation and design solution. Obtain, evaluate, and communicate data.	S5P2. Obtain, evaluate, and communicate information to investigate electricity. a. Obtain and combine information from multiple sources to explain the difference between naturally occurring electricity (static) and human- harnessed electricity. b. Design a complete, simple electric circuit, and explain all necessary components. c. Plan and carry out investigations on common materials to determine if they are insulators or conductors of electricity. S5P3. Obtain, evaluate, and communicate information about magnetism and its relationship to electricity. a. Construct an argument based on experimental evidence to communicate the differences in function and purpose of an electromagnet and a magnet.				Electricity Electric Current Static Electricity Electric Force Friction Electric Circuit Series Circuit Parallel Circuit Magnetism Magnet Magnetic Field Magnetic Pole Magnetic Force

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		b. Plan and carry out an investigation to observe the interaction between a magnetic field and a magnetic object.				
Unit 4: Cells and Microorga nisms	Construct explanations and communicate solutions. Create an argument from evidence. Obtain, evaluate, and communicate data.	55L3. Obtain, evaluate, and communicate information to compare and contrast the parts of plant and animal cells. a. Gather evidence by utilizing technology tools to support a claim that plants and animals are comprised of cells too small to be seen without magnification. b. Develop a model to identify and label parts of a plant cell (membrane, wall, cytoplasm, nucleus, chloroplasts) and of an animal cell (membrane, cytoplasm, and nucleus). c. Construct an explanation that differentiates between the structure of plant and animal cells.				Microscope Cells Magnification Multi-celled Organism Microorganism Beneficial Harmful Nucleus Chloroplast Organelle Cell Membrane Cell Wall Cytoplasm

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		S5L4. Obtain, evaluate, and communicate information about how microorganisms benefit or harm larger organisms.				
Unit 5: Classification	Asking questions and defining problems. Obtain, evaluate, and communicate data.	S5L1. Obtain, evaluate, and communicate information to <i>group organisms using scientific classification procedures.</i> a. Develop a model that <i>illustrates how animals are sorted into groups</i> (vertebrate and invertebrate) and how vertebrates are sorted into groups (fish, amphibian, reptile, bird, and mammal using data from multiple sources.) Develop a model that <i>illustrates how plants are sorted into groups</i> (seed producers, non-seed producers) using data from multiple sources.	Students should be able to group organisms and communicate their system of classification. While the Linnaean system of classification is based on the structure of organisms, living things can be classified according to the habitat in which they reside, what they eat, etc. Classification is used to understand interactions between organisms, conservation, and identify and study new species.	Why do scientists classify things? How do scientists group organisms? How have classification systems changed? What do scientists do when something doesn't fit in the classification system? How do you use classification in your everyday life? How does a backbone help vertebrates move? What are the parts of a backbone? How is the classification of plants and animals similar and different?		Vertebrate Invertebrate Fish Mammal Bird Reptile Amphibian classify Characteristics Seed producers Non-seed Producers

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Unit 6: Genetics		S5L1. Obtain, evaluate, and communicate information to <i>group organisms using scientific classification procedures.</i> a. Develop a model that <i>illustrates how animals are sorted into groups</i> (vertebrate and invertebrate) and how vertebrates are sorted into groups (fish, amphibian, reptile, bird, and mammal using data from multiple sources.) Develop a model that <i>illustrates how plants are sorted into groups</i> (seed producers, non-seed producers) using data from multiple sources.				genetic trait inherited trait acquired trait instinct learned behavior biological parent offspring heredity DNA gene chromosome

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PATH Academy Curriculum Map Template
6th Grade Earth Science

Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 1: Earth Science Norms (2 weeks)	Students will independently use their knowledge of norms to know how to conduct themselves in a classroom and lab setting.		Students will understand how routine makes class easier.	How can routine help me to be better in class?		Observation Inference Imagery Cause & Effect Sequencing
Unit 2: Astronomy (8 weeks)	Students will independently use their knowledge to effectively communicate to the general public how everything in our ever changing universe is all connected.	S6E1. Obtain, evaluate, and communicate information about current scientific views of the universe and how those views evolved. a-e S6E2. Obtain, evaluate, and communicate information about the effects of the relative positions of the sun, Earth, and moon. a-c	Students will understand how the formation of the universe affects life on Earth today.	How does the formation of the universe affect life as we know it on Earth today?	Model of the Solar System Phases of the Moon Tracker Geocentric vs. Heliocentric Debate The Solar System Scale Model	Claim & Counterclaim Debate Modeling Imagery I Do, You Do, We Do Observation Inference Observation Inference Imagery Cause & Effect Sequencing

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Unit 3: Minerals & Rocks (5 weeks)	Students will independently use their knowledge to show how and why minerals and rock are useful in our everyday lives.	S6E5. Obtain, evaluate, and communicate information to show how Earth's surface is formed. b,c,d,e	Students will understand why it is important to know about minerals and rocks and how it helps us to understand the world around us.	Why is learning about minerals and rocks important in our everyday lives?	Mineral Sort Birthstone Project Mineral Use in Everyday Life Rock Rap Labeling The Rock Cycle Starburst Rock Cycle Lab Rock & Minerals Unit Test	Claim & Counterclaim Debate Modeling Imagery I Do, You Do, We Do Observation Inference Imagery Cause & Effect Sequencing
Unit 4: Fossils (4 weeks)	Students will independently use their knowledge to construct a viable argument as to how the history of Earth's formation can affect our future.	S6E5. Obtain, evaluate, and communicate information to show how Earth's surface is formed. g	Students will understand how fossils are used to help date the Earth?	How do fossils help us to understand how old the Earth is?	The Amber Time Machine Video The Day I Became A Fossil Story	Brainstorming Story Telling Personification Modeling Imagery Prewriting Drafting Editing Observation Inference Imagery

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						Cause & Effect Sequencing
Unit 5: Earth's Changing Landscape (5 weeks)	Students will independently use their knowledge to communicate how the changes in the Earth's surface affect how we live on a daily basis.	S6E5. Obtain, evaluate, and communicate information to show how Earth's surface is formed. a,f,h	Students will understand how the Earth is broken up in pieces.	How does plate tectonics affect how we view the Earth?	Labeling Tectonic Plates Earth's Layers vs Earth's Physical Layers	Observation Inference Imagery Cause & Effect Sequencing
Unit 6: Earth's Water (4 weeks)	Students will independently use their knowledge to help others understand the importance of water.	S6E3. Obtain, evaluate, and communicate information to recognize the significant role of water in Earth processes. a-d	Students will understand water affects everything on Earth.	How does water shape our Earth?	Labeling The Water Cycle My Day Thought the Water Cycle Story	Observation Inference Imagery Cause & Effect Sequencing Brainstorming Story Telling Personification Modeling Imagery Prewriting Drafting Editing

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Unit 7: Climate & Weather (9 weeks)	Students will independently use their knowledge to effectively analyze and communicate how weather and climate shapes our everyday lives.	S6E4. Obtain, evaluate, and communicate information about how the sun, land, and water affect climate and weather. a-e	Students will understand how wind, water, and heat come together to form weather.	How does wind, water, and heat affect weather and climate?	Severe Weather Report Presentation Wild Weather Videos Watch Respond Weather Unit Test Roasted Marshmallow Lab	Observation Inference Imagery Cause & Effect Sequencing Brainstorming Story Telling Personification Modeling Imagery Prewriting Drafting Editing
Unit 8: Natural Resources (3 weeks)	Students will independently use their knowledge to communicate how we use the world's resources today will affect the quality of life on Earth for years to come.	S6E6. Obtain, evaluate, and communicate information about the uses and conservation of various natural resources and how they impact the Earth. a-c	Students will understand how we use the Earth resources to affect how our planet will be in the future.	How can we use natural resources to better affect our everyday lives?	Renewable Energy Factory Project	Observation Inference Imagery Cause & Effect Sequencing Brainstorming Story Telling Personification Modeling Imagery Prewriting Drafting Editing

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PATH Academy Curriculum Map Template
7th Grade/Life Science

Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 1: Title Laboratory & Inquiry Skills <i>(3-4 weeks)</i>	Upon completing the Laboratory and Inquiry Skills unit, learners should be able to independently and proficiently design, conduct, and analyze scientific experiments or investigations across a range of scientific disciplines	By the end of the "Lab Safety and Symbols" unit, students will be able to demonstrate an understanding of laboratory safety practices and the ability to correctly interpret and apply commonly used laboratory symbols	Students will understand that...the earth, humans, animals and plants are all interconnected. The inhabitants directly affect one another and how and why this happens	How does being safe in the laboratory affect the environment? Why is it important to maintain safety and properly follow procedures?	Standard quizzes and exams. Presentations both oral and digital.	Communication that fosters a mutually respected learning flow where the students as well as the teacher is challenged and learn together.
Unit 2: Title Structure & Function of Cells Organization of Life <i>(6-8 weeks)</i>	Upon completing the "Structure & Function of Cells" unit within the "Organization of Life" curriculum, learners should be able to effectively apply their knowledge of cellular structure and function in a broader biological context.	By the end of the "Structure & Function of Cells" unit in the "Organization of Life" curriculum, students will be able to demonstrate a comprehensive understanding of cellular biology and its role in the broader context of living organisms.	Students will understand how various living things in the environment relate to each other.	How do humans affect plants and vice versa?	Standard quizzes and exams. Presentations both oral and digital.	Communication that fosters a mutually respected learning flow where the students as well as the teacher is challenged and learn together.

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Unit 3: Title Biological Traits & Heredity Body Systems (14 weeks)	Upon completing the "Biological Traits & Heredity" unit within the "Evidence of Evolution" curriculum, learners should be able to apply their knowledge of biological traits, heredity, and the evidence of evolution to understand, explain, and critically analyze various biological and evolutionary phenomena	By the end of the "Biological Traits & Heredity" unit in the "Evidence of Evolution" curriculum, students will be able to demonstrate a comprehensive understanding of the principles of heredity and evolution and how these concepts are interconnected.	Students will understand the difference between inherited and acquired traits.	How are physical traits developed? What are the reasons for different traits? Why does the body operate a certain way?	Standard quizzes and exams. Presentations both oral and digital.	Communication that fosters a mutually respected learning flow where the students as well as the teacher is challenged and learn together.
Unit 4: Title Ecology (4 weeks)	Upon completing the Ecology unit, learners should be able to apply their understanding of ecological principles and concepts to address real-world environmental challenges and make informed decisions related to the conservation and	By the end of the "Ecology" unit, students will be able to demonstrate a comprehensive understanding of ecological principles and their applications to address environmental challenges.	Students will understand that...the earth, humans, animals and plants are all interconnected. The inhabitants directly affect one another and how and why this happens	How can all living things successfully inhabit the earth? Why don't humans inhabit other planets? What are the conditions necessary to live healthily?	Standard quizzes and exams. Presentations both oral and digital.	Communication that fosters a mutually respected learning flow where the students as well as the teacher is challenged and learn together.

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	sustainability of ecosystems.					
Unit 5: Title Energy Flow & Nutrient Cycling (6 weeks)	Upon completing the Energy Flow & Nutrient Cycling unit, learners should be able to apply their knowledge of how energy and nutrients move through ecosystems to address real-world environmental challenges and contribute to the sustainable management of natural resources.	By the end of the "Energy Flow & Nutrient Cycling" unit, students will be able to demonstrate a comprehensive understanding of how energy and nutrients move through ecosystems and apply this knowledge to address real-world environmental challenges.	Students will bridge the gap between life science and physical science by understanding energy and natural resources. Students will also know the connection between living things and ecosystems.	Why does energy exist? How is energy used? Where do natural resources come from and how can more be created?	Standard quizzes and exams. Presentations both oral and digital.	Communication that fosters a mutually respected learning flow where the students as well as the teacher is challenged and learn together.

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PATH Academy Curriculum Map Template
by Dr. James Kane, Ed.D.
8th Grade Physical Science

Standard	Unit	Transfer Goals	Unit Standards	Understandings	Essential Questions	Assessments	Language
Safety & Habits of Mind	Intro to Physical Science	Students will develop safe laboratory practices and cultivate habits of mind essential for scientific inquiry.	N/A	- Understand and practice safe laboratory procedures - Develop habits of mind such as curiosity, skepticism, and precision	- Why is safety important in the science laboratory? - How can habits of mind enhance scientific inquiry?	- Demonstrations of safe laboratory procedures - Reflections on habits of mind development	Laboratory safety, habits of mind, scientific inquiry terminology
S8P1	Introduction to Matter	Students will develop an understanding of the structure and properties of matter.	S8P1a-f	- Differentiate between pure substances and mixtures - Describe the movement of particles in different states of matter - Compare chemical and physical properties of matter - Explain conservation of matter in chemical reactions	- What are the different types of matter and how are they classified? - How does thermal energy affect the movement of particles? - What evidence supports the classification of a change in matter as chemical or physical?	- Model comparisons - Investigations on properties of matter - Constructing arguments based on evidence	Scientific terminology, atomic structure, chemical reactions

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S8P2	Energy Transformations	Students will analyze energy transformations within systems.	S8P2a-d	- Analyze relationships of kinetic and potential energy - Investigate transformations between kinetic and potential energy - Explain different energy transformations within systems - Investigate heat transfer and its effects on molecular motion	- How is energy related to the mass, speed, and height of an object? - What types of energy transformations occur within different systems? - How does heat transfer affect molecular motion?	- Graphical displays of energy relationships - Investigations on energy transformations - Constructing arguments on energy transformations	Energy, kinetic energy, potential energy, heat transfer
S8P3	Forces and Motion	Students will analyze cause and effect relationships between force, mass, and motion.	S8P3a-c	- Analyze patterns in speed, distance, velocity, and acceleration - Explain Newton's Laws of Motion - Support the claim that force and mass are proportional	- How are speed, distance, velocity, and acceleration related? - How do Newton's Laws of Motion explain the effects of forces on motion? - Why is force proportional to mass?	- Data analysis of motion - Constructing explanations using Newton's Laws - Developing arguments based on evidence	Force, motion, inertia, Newton's Laws
S8P4	Waves	Students will compare and contrast electromagnetic and mechanical waves.	S8P4a-g	- Explain similarities and differences between electromagnetic and mechanical waves - Illustrate the relationship between the electromagnetic spectrum and energy - Design devices to demonstrate	- What are the similarities and differences between electromagnetic and mechanical waves? - How does the electromagnetic spectrum relate to energy? - What	- Developing explanations based on data - Designing devices to illustrate wave behaviors - Modeling wave	Electromagnetic spectrum, wave behaviors, wave properties

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				practical applications of the electromagnetic spectrum - Compare wave behaviors in different materials	practical applications does the electromagnetic spectrum have?	properties and behaviors	
S8P5	Forces in Nature	Students will investigate gravity, electricity, and magnetism as major forces acting in nature.	S8P5a-c	- Construct arguments for the existence of fields between objects exerting forces - Demonstrate the distribution of charge in conductors and insulators - Identify factors affecting the strength of electric and magnetic forces	- How do fields exert forces between objects? - What factors affect the strength of electric and magnetic forces?	- Constructing arguments based on evidence - Planning and carrying out investigations on charge distribution - Identifying factors affecting electric and magnetic forces	Fields, charge distribution, electric and magnetic forces

UbD curriculum map for GA 8th Grade Physical Science Unit 1: Matter

Stage 1: Identify Desired Results

- Content Standards:
 - Georgia Standards of Excellence (GSE) for 8th Grade Physical Science.
- Curricular Outcomes:
 - Students will be able to identify and describe the physical and chemical properties of matter.

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- Essential Questions:

1. What are the characteristics of matter?
2. How do different types of matter interact with each other?
3. What role do physical and chemical properties play in identifying substances?

- Enduring Understandings:

1. Matter is composed of particles and has specific properties.
2. Changes in matter can be described and categorized.
3. Understanding the properties of matter is essential for real-world applications.

- Misconceptions:

- Students may think that all substances can be easily classified based on one property.

- Knowledge and Skills:

1. Knowledge: Understand the particle nature of matter.
2. Skills: Identify and describe physical and chemical properties of substances.

Stage 2: Assessment Evidence

- Performance Task Description:

- Students will investigate and present findings on the best material for building a bridge, considering strength, flexibility, and cost.

- Formative Assessments:

- Daily quizzes, class discussions, and lab reports assessing understanding of properties of matter.

- Summative Assessment:

- A final project where students create a model demonstrating the properties of matter and present it to the class.

Stage 3: Learning Plan

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- Where Are Your Students Headed?:
 - Students will understand the fundamental properties of matter and apply this knowledge in real-world scenarios.
- Where Have They Been?:
 - Pre-assessment on students' prior knowledge of matter and its properties.
- Hook at the Beginning:
 - Engage students with a "Matter Matters" presentation, showcasing the importance of understanding matter in everyday life.
- Experiences and Exploration:
 1. Atomic History
 - Explore the historical development of atomic models.
 2. Intro to Tinkercad & Atomic Models
 - Introduction to Tinkercad for creating 3D models of atoms.
 3. Making a Realistic 3D Model of an Atom
 - Hands-on activity using various materials to construct a realistic 3D model of an atom.
 4. Make 3D Model Using Perler Beads
 - Create atomic models using Perler beads.
 5. PhET Atoms and Molecules Lab w/Sim
 - Utilize the PhET simulation to explore atoms and molecules.
 6. Radiation Dangers & Opportunities
 - Investigate the dangers and opportunities associated with radiation.
 7. Ions & Isotopes, Build an Atom Lab
 - Hands-on activity building atoms with ions and isotopes.

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8. Half-Life, Calculations, Radioactive Beans Lab

- Explore half-life calculations through a lab involving radioactive beans.

9. Periodic Table Development, Card Sort

- Understand the development of the periodic table through a card-sorting activity.

10. Ptable Structure, Periods, Families

- Explore the structure of the periodic table, focusing on periods and families.

11. PTable Periodic Jigsaw Activity

- Engage in a jigsaw activity to understand the periodic table.

12. Element Trading Cards

- Create trading cards for elements, emphasizing key information.

13. Periodic Trends Handout: Lewis Dot Diagrams & Bohr Models

- Explore periodic trends through Lewis dot diagrams and Bohr models.

14. Observe/Experience, Reflect: Properties

- Reflect on and observe properties such as reactivity, hardness, melting point, luster, and density.

15. Alk Metals 1, 2, Mg, C, S, Fe, Zn, Cu, Al, Ti, W, Pb, Hg, Ga

- Investigate the properties of alkali metals and other elements through hands-on activities.

16. Malleability (Hands)

- Explore the malleability of materials through hands-on activities.

17. Stations: Gallium & Mercury, Carbon, Cubes, Plates, Rare Earths

- Rotate through stations exploring elements like gallium, mercury, carbon, and rare earths.

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- Equipping with Skills and Knowledge:

Skills:

1. Analyzing historical developments in atomic theories.
2. Creating 3D models using Tinkercad.
3. Hands-on model construction with various materials.
4. Crafting atomic models with Perler beads.
5. Utilizing simulations to explore atomic interactions.
6. Analyzing the applications and risks of radiation.
7. Constructing atoms with ions and isotopes.
8. Performing calculations related to half-life.
9. Sorting and organizing information related to the periodic table.
10. Navigating and interpreting the periodic table.
11. Collaborative learning through jigsaw activities.
12. Creating informative trading cards for elements.
13. Constructing Lewis dot diagrams and Bohr models.
14. Observing and reflecting on physical and chemical properties.
15. Investigating the properties of alkali metals and other elements.
16. Exploring the malleability of materials through hands-on activities.
17. Rotating through stations to explore diverse elements.

Knowledge:

1. Understanding the contributions of various scientists to the atomic model.
2. Applying digital tools to visualize atomic structures.
3. Relating 3D models to real-world atomic structures.
4. Connecting artistic representation to atomic properties.
5. Understanding atomic and molecular behavior through virtual experiments.
6. Understanding the impact of radiation on the environment and society.
7. Investigating the role of ions and isotopes in atomic structure.
8. Understanding the concept of radioactive decay and its applications.

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9. Tracing the historical development of the periodic table.
 10. Identifying trends in periods and families on the periodic table.
 11. Integrating information about periodic elements through collaborative activities.
 12. Communicating key details about periodic elements effectively.
 13. Understanding trends in atomic properties through visual representations.
 14. Connecting macroscopic observations to atomic properties.
 15. Relating experimental results to the reactivity and characteristics of elements.
 16. Understanding the physical properties of materials related to malleability.
 17. Gaining exposure to the unique properties of different elements.
- Organizing and Sequencing:
 - Begin with foundational concepts of particle theory.
 - Move to specific properties of matter, linking back to particle theory.
 - Culminate with applications of knowledge in real-world scenarios.
 - Reflection and Rethinking:
 - Daily reflections on the application of learned concepts.
 - Group discussions on how understanding properties of matter can solve real-world problems.
 - Rehearsing, Revising, and Refining:
 - Peer review sessions for lab reports and projects.
 - Opportunities for students to revise and improve their work based on feedback.
 - Self-Evaluation:
 - Regular self-assessment checklists for understanding properties of matter.
 - Reflection journals on personal growth throughout the unit.
 - Tailoring for All Students:
 - Differentiated activities and assessments to accommodate diverse learning styles.
 - Provide additional resources for students who need extra support.

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- Resources:

- Textbooks, online simulations, laboratory equipment, guest speakers, and field trip arrangements.

This example curriculum map provides a structured plan for teaching and assessing the Matter unit in 8th-grade Physical Science in Georgia. Adjustments can be made based on specific classroom needs and available resources.

UbD curriculum map for GA 8th Grade Physical Science Unit 2: Energy

Stage 1: Identify Desired Results

- Content Standards:

- Georgia Standards of Excellence (GSE) for 8th Grade Physical Science.

- Curricular Outcomes:

- Students will understand the different forms of energy and how energy is transferred and transformed.

- Essential Questions:

1. What is energy, and how is it defined?
2. How is energy transferred and transformed in various systems?
3. What are the different forms of energy, and how do they relate to each other?

- Enduring Understandings:

1. Energy is the ability to do work and is present in various forms.
2. Energy can be transferred and transformed between different objects and systems.
3. Different forms of energy are interconnected and play a crucial role in natural processes.

- Misconceptions:

- Students may think energy is only associated with motion or may not recognize all forms of energy.

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- Knowledge and Skills:

1. Knowledge: Understand the forms of energy (kinetic, potential, thermal, etc.).
2. Skills: Identify energy transformations in various systems.

Stage 2: Assessment Evidence

- Performance Task Description:

- Students will design and present a model of a renewable energy system for a specific location, considering efficiency and environmental impact.

- Formative Assessments:

- Concept quizzes, discussions, and reflections on energy-related phenomena.
- Peer assessments during group activities and projects.

- Summative Assessment:

- A comprehensive exam assessing students' understanding of energy forms, transformations, and applications.

Stage 3: Learning Plan

- Where Are Your Students Headed?:

- Students will develop a deep understanding of energy forms, transformations, and their real-world applications.

- Where Have They Been?:

- Pre-assessment on students' prior knowledge of energy concepts.

- Hook at the Beginning:

- Engage students with a "Power of Energy" demonstration, showcasing the impact and importance of energy in our daily lives.

- Experiences and Exploration:

1. What is Energy, Forms of Energy, Transformations

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- Explore the concept of energy, various forms of energy, and energy transformations.

2. Energy Conversion Lab Stations

- Rotate through lab stations demonstrating energy conversions.

3. Charge from Change: DIY Penny Battery

- Construct a penny battery to understand energy generation from chemical reactions.

4. PHET Energy Forms & Systems, Sim Lab

- Utilize the PHET simulation to explore different forms of energy and energy systems.

5. Asteroid Impact Energy Lab

- Investigate the energy involved in an asteroid impact.

6. Energy Skate Park Lab w/ PHET Sim

- Use the PHET simulation to explore energy concepts in a skate park setting.

7. Paper Roller Coaster Project

- Design and build a paper roller coaster to demonstrate energy concepts.

8. KE vs PE Cup Lab

- Explore the relationship between kinetic and potential energy using cups.

9. Heat Transfer

- Investigate different methods of heat transfer.

10. Heat Lab w/ PHET Energy Simulation

- Utilize the PHET simulation to explore heat and energy transfer.

11. Heat Transfer Demos

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- Conduct demonstrations to illustrate various heat transfer mechanisms.

12. Calorimetry + Food on Fire Lab

- Use calorimetry to measure heat changes and explore the energy content of food.

- Equipping with Skills and Knowledge:

Skills:

1. Rotating through lab stations to demonstrate energy conversions.
2. Constructing a DIY penny battery to understand energy generation.
3. Utilizing simulations to explore different forms of energy and energy systems.
4. Investigating the energy involved in an asteroid impact.
5. Exploring energy concepts in a skate park setting using simulations.
6. Designing and building a paper roller coaster to demonstrate energy concepts.
7. Exploring the relationship between kinetic and potential energy using cups.
8. Investigating different methods of heat transfer.
9. Using calorimetry to measure heat changes and explore the energy content of food.

Knowledge:

1. Understanding and demonstrating energy conversions at lab stations.
2. Investigating the principles of energy generation through a DIY penny battery.
3. Exploring different forms of energy and energy systems through simulations.
4. Analyzing the energy involved in an asteroid impact.
5. Exploring energy concepts in a skate park using simulations.
6. Demonstrating energy concepts through the design and construction of a paper roller coaster.
7. Understanding the relationship between kinetic and potential energy using cups.
8. Investigating different methods of heat transfer.
9. Measuring heat changes and exploring the energy content of food using calorimetry.

- Organizing and Sequencing:

- Begin with an introduction to energy and its different forms.

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- Progress to understanding energy transformations and conservation laws.
- Culminate with the application of energy concepts in renewable energy systems.

- Reflection and Rethinking:
 - Daily reflections on observed energy transformations.
 - Group discussions on the ethical and environmental implications of energy choices.

- Rehearsing, Revising, and Refining:
 - Peer review sessions for project design and presentations.
 - Opportunities for students to revise and improve their models based on feedback.

- Self-Evaluation:
 - Regular self-assessment checklists for understanding energy concepts.
 - Reflective journals on personal growth and insights gained during the unit.

- Tailoring for All Students:
 - Differentiated activities and assessments to accommodate diverse learning styles.
 - Provide additional resources for students who need extra support.

- Resources:
 - Textbooks, online simulations, laboratory equipment, guest speakers, and renewable energy case studies.

This curriculum map provides a structured plan for teaching and assessing the Energy unit in 8th-grade Physical Science in Georgia. Adjustments can be made based on specific classroom needs and available resources.

UbD curriculum map for GA 8th Grade Physical Science Unit 3: Force & Motion

Stage 1: Identify Desired Results

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- Content Standards:
 - Georgia Standards of Excellence (GSE) for 8th Grade Physical Science.
- Curricular Outcomes:
 - Students will comprehend the principles of force and motion, including Newton's laws.
- Essential Questions:
 1. What is force, and how does it affect the motion of objects?
 2. How do Newton's laws explain the relationship between force and motion?
 3. What factors influence the motion of an object?
- Enduring Understandings:
 1. Force is a push or pull that influences the motion of an object.
 2. Newton's laws describe the relationship between force and motion.
 3. Various factors, such as mass and friction, impact the motion of objects.
- Misconceptions:
 - Students may think that all moving objects are constantly subjected to a force.
- Knowledge and Skills:
 1. Knowledge: Understand Newton's laws and their applications.
 2. Skills: Analyze and predict motion based on force and other factors.

Stage 2: Assessment Evidence

- Performance Task Description:
 - Students will design and conduct an experiment to test the relationship between force and acceleration using Newton's second law.
- Formative Assessments:
 - Daily quizzes, discussions, and reflections on force and motion concepts.

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- Peer assessments during group activities and experiments.
- Summative Assessment:
 - A comprehensive exam assessing students' understanding of force, motion, and Newton's laws.

Stage 3: Learning Plan

- Where Are Your Students Headed?:
 - Students will develop a thorough understanding of force and motion principles and be able to apply Newton's laws to real-world scenarios.
- Where Have They Been?:
 - Pre-assessment on students' prior knowledge of force and motion concepts.
- Hook at the Beginning:
 - Engage students with a "Forces in Action" demonstration, illustrating the impact of forces on everyday objects.
- Experiences and Exploration:
 1. Force & Motion Basics + PHET Sim
 - Explore the fundamentals of force and motion using PHET simulations.
 2. DIY Newton Meter Lab
 - Build and use a DIY Newton meter to measure forces.
 3. Net Force Games Sim Lab
 - Engage in simulation activities to understand net forces in various scenarios.
 4. Forces, Friction, & Motion Sim Lab
 - Investigate the relationships between forces, friction, and motion through simulations.
 5. Forces & Motion Sim Lab: Acceleration

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- Use simulations to explore the concept of acceleration in forces and motion.
6. Newton's 3rd Law: Rocket Lab
 - Conduct a lab activity using rockets to demonstrate Newton's Third Law.
 7. Pocketlab Inertia Car Crash Lab w/Scalar Acceleration
 - Use Pocketlab to explore inertia and simulate car crashes with scalar acceleration.
 8. Newton's Laws of Motion Potpourri Stations Lab
 - Rotate through stations to explore various aspects of Newton's Laws of Motion.
 9. D/T vs V/T Graphs
 - Analyze distance-time vs. velocity-time graphs to understand motion.
 10. Graphing Motion Concept Builder Moving Cars Animations
 - Use animations to build a concept of graphing motion, specifically with moving cars.
 11. Distance vs. Displacement + Micro:bit Step Counter Coding
 - Explore the concepts of distance and displacement using Micro:bit step counter coding.
 12. Stairs Climbing Power Lab
 - Investigate power in the context of climbing stairs.
 13. Simple Machines: Advantage & Effort
 - Explore the concepts of advantage and effort in simple machines.
 14. 6 Simple Machines w/ Examples
 - Understand the six simple machines and their real-world examples.
 15. Compound Machines Lab

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- Explore the concept of compound machines through a hands-on lab.

16. Mechanical Advantage Penny Lever Lab

- Investigate mechanical advantage using a penny lever.

- Equipping with Skills and Knowledge:

Skills:

1. Exploring the fundamentals of force and motion through simulations.
2. Building and using a DIY Newton meter to measure forces.
3. Engaging in simulation activities to understand net forces in various scenarios.
4. Investigating relationships between forces, friction, and motion through simulations.
5. Exploring the concept of acceleration in forces and motion using simulations.
6. Conducting a lab activity using rockets to demonstrate Newton's Third Law.
7. Utilizing Pocketlab to explore inertia and simulate car crashes with scalar acceleration.
8. Rotating through stations to explore various aspects of Newton's Laws of Motion.
9. Analyzing distance-time vs. velocity-time graphs to understand motion.
10. Using animations to build a concept of graphing motion, specifically with moving cars.
11. Exploring the concepts of distance and displacement using Micro:bit step counter coding.
12. Investigating power in the context of climbing stairs.
13. Exploring the concepts of advantage and effort in simple machines.
14. Understanding the six simple machines and their real-world examples.
15. Exploring the concept of compound machines through a hands-on lab.
16. Investigating mechanical advantage using a penny lever.

Knowledge:

1. Understanding the fundamentals of force and motion through simulations.
2. Measuring forces using a DIY Newton meter.
3. Understanding net forces in various scenarios through simulation activities.
4. Investigating relationships between forces, friction, and motion through simulations.
5. Exploring the concept of acceleration in forces and motion using simulations.

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6. Demonstrating Newton's Third Law through a lab activity with rockets.
 7. Exploring inertia and simulating car crashes with scalar acceleration using Pocketlab.
 8. Understanding various aspects of Newton's Laws of Motion through stations.
 9. Analyzing distance-time vs. velocity-time graphs to understand motion.
 10. Building a concept of graphing motion using animations, especially with moving cars.
 11. Applying Micro:bit step counter coding to explore distance and displacement.
 12. Investigating power in the context of climbing stairs.
 13. Understanding the concepts of advantage and effort in simple machines.
 14. Identifying the six simple machines and their real-world examples.
 15. Exploring compound machines through hands-on lab activities.
 16. Understanding mechanical advantage through a penny lever.
- Organizing and Sequencing:
 - Begin with an introduction to force and motion concepts.
 - Progress to exploring Newton's laws and their applications.
 - Culminate with real-world examples and applications of force and motion.
 - Reflection and Rethinking:
 - Daily reflections on observed force and motion phenomena.
 - Group discussions on the implications of force and motion principles in engineering and technology.
 - Rehearsing, Revising, and Refining:
 - Peer review sessions for experiment design and results.
 - Opportunities for students to revise and improve their understanding based on feedback.
 - Self-Evaluation:
 - Regular self-assessment checklists for understanding force and motion concepts.
 - Reflective journals on personal growth and insights gained during the unit.
 - Tailoring for All Students:

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- Differentiated activities and assessments to accommodate diverse learning styles.
- Provide additional resources for students who need extra support.
- Resources:
 - Textbooks, online simulations, laboratory equipment, guest speakers, and videos illustrating force and motion concepts.

This curriculum map provides a structured plan for teaching and assessing the Force & Motion unit in 8th-grade Physical Science in Georgia. Adjustments can be made based on specific classroom needs and available resources.

UbD curriculum map for GA 8th Grade Physical Science Unit 4: Waves

Stage 1: Identify Desired Results

- Content Standards:
 - Georgia Standards of Excellence (GSE) for 8th Grade Physical Science.
- Curricular Outcomes:
 - Students will understand the characteristics of waves, the behavior of different types of waves, and their practical applications.
- Essential Questions:
 1. What are waves, and how are they characterized?
 2. How do different types of waves behave and interact with matter?
 3. What are the practical applications of waves in our daily lives?
- Enduring Understandings:
 1. Waves are disturbances that transfer energy through space.
 2. Different types of waves exhibit specific behaviors, including reflection, refraction, and interference.
 3. Waves have practical applications in communication, technology, and various industries.

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- Misconceptions:

- Students may think that waves only refer to water waves and may not associate them with other phenomena like sound or light.

- Knowledge and Skills:

1. Knowledge: Understand the characteristics and behaviors of waves.
2. Skills: Apply wave principles to real-world situations and problems.

Stage 2: Assessment Evidence

- Performance Task Description:

- Students will design and present a model demonstrating the principles of wave behavior, such as reflection, refraction, and interference.

- Formative Assessments:

- Daily quizzes, discussions, and reflections on wave concepts.
- Peer assessments during group activities and experiments.

- Summative Assessment:

- A comprehensive exam assessing students' understanding of wave characteristics and applications.

Stage 3: Learning Plan

- Where Are Your Students Headed?:

- Students will develop a deep understanding of wave principles and their real-world applications.

- Where Have They Been?:

- Pre-assessment on students' prior knowledge of wave concepts.

- Hook at the Beginning:

- Engage students with a "Waves in Action" demonstration, showcasing the impact and significance of waves in various contexts.

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- Experiences and Exploration:

1. Slinky Lab

- Explore wave properties using a slinky.

2. Wave Parts + Equation

- Identify wave components and understand the wave equation.

3. Waves Velocity & Frequency w/ Slinky

- Investigate the relationship between wave velocity and frequency using a slinky.

4. DIY Air Vortex Cannon

- Construct and experiment with a DIY air vortex cannon.

5. Chrome Music Lab, Online Tone Generator, Littlebits Synth

- Explore the creation of sound waves using online tools and Littlebits synth.

6. Sound Stations Lab: Doppler Effect, Range of Human Hearing, How Old Are Your Ears

- Engage in stations to explore the Doppler effect, the range of human hearing, and age-related hearing changes.

7. Translate Sheet Music with Micro:bit

- Utilize Micro:bit to translate sheet music into sound.

8. Echolocation, Ultrasound, Sonar + Echolocation Picture with Sound Lab

- Investigate echolocation, ultrasound, and sonar through a lab with sound.

9. PHET Bending Light Sim

- Use the PHET simulation to explore the bending of light.

10. EMS Spectrum + Wavestown Packet

- Understand the electromagnetic spectrum through Wavestown packet activities.

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11. EMS Stations Lab

- Rotate through stations to explore different aspects of the electromagnetic spectrum.

12. EMS Webquest

- Engage in a webquest to deepen understanding of the electromagnetic spectrum.

13. DIY Ray Box & White Light Observations

- Construct a DIY ray box and observe white light phenomena.

14. Reverse Rainbow with RGB LEDs, Micro:bits

- Create a reverse rainbow using RGB LEDs and Micro:bits.

15. Light Interactions: Refraction, Absorption, Diffraction, Transmission

- Explore how light interacts with various materials: refraction, absorption, diffraction, and transmission.

16. Color Lab

- Conduct experiments to understand the properties of color.

17. Lenses Sim + Water Lens Lab

- Utilize simulations and conduct a water lens lab to understand lens properties.

18. Optics Lab, Lens & Prism Sim, Mirrors

- Engage in an optics lab to explore lens and mirror properties.

19. Human Vision, Messing with Your Eyes, Blind Spot

- Investigate aspects of human vision, including the blind spot.

20. DIY Diffraction Suncatcher, Thin Film Rainbow

- Create a DIY diffraction suncatcher to observe thin film rainbows.

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- Equipping with Skills and Knowledge:

Skills:

1. Exploring wave properties using a slinky.
2. Identifying wave components and understanding the wave equation.
3. Investigating wave velocity and frequency using a slinky.
4. Constructing a DIY air vortex cannon.
5. Exploring sound waves using Chrome Music Lab, online tone generator, and Littlebits synth.
6. Engaging in sound stations to explore the Doppler effect, the range of human hearing, and age-related hearing changes.
7. Translating sheet music with Micro:bit.
8. Investigating echolocation, ultrasound, and sonar through a lab with sound.
9. Exploring bending light using the PHET simulation.
10. Understanding the electromagnetic spectrum through EMS activities, webquest, and simulations.
11. Constructing a DIY ray box and observing white light phenomena.
12. Creating a reverse rainbow using RGB LEDs and Micro:bits.
13. Investigating light interactions: refraction, absorption, diffraction, and transmission.
14. Conducting experiments to understand the properties of color.
15. Utilizing simulations and conducting a water lens lab to understand lens properties.
16. Engaging in an optics lab to explore lens and mirror properties.
17. Investigating aspects of human vision, including the blind spot.
18. Creating a DIY diffraction suncatcher to observe thin film rainbows.

Knowledge:

1. Understanding wave properties through hands-on activities with a slinky.
2. Identifying wave components and understanding the wave equation.
3. Investigating wave velocity and frequency using a slinky.
4. Constructing and experimenting with a DIY air vortex cannon.
5. Exploring sound waves using various online tools and synthesizers.
6. Exploring the Doppler effect, the range of human hearing, and age-related hearing changes through sound stations.
7. Translating sheet music into sound using Micro:bit.

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8. Investigating echolocation, ultrasound, and sonar through a lab with sound.
9. Exploring bending light using the PHET simulation.
10. Understanding the electromagnetic spectrum through EMS activities, webquest, and simulations.
11. Constructing a DIY ray box and observing white light phenomena.
12. Creating a reverse rainbow using RGB LEDs and Micro:bits.
13. Investigating light interactions: refraction, absorption, diffraction, and transmission.
14. Understanding the properties of color through experiments.
15. Understanding lens properties through simulations and a water lens lab.
16. Exploring lens and mirror properties through an optics lab.
17. Investigating aspects of human vision, including the blind spot.
18. Observing thin film rainbows using a DIY diffraction suncatcher.

- Organizing and Sequencing:

- Begin with an introduction to wave characteristics.
- Progress to exploring different types of waves and their behaviors.
- Culminate with real-world applications of waves in communication, technology, and industry.

- Reflection and Rethinking:

- Daily reflections on observed wave phenomena.
- Group discussions on the impact of waves in technology and society.

- Rehearsing, Revising, and Refining:

- Peer review sessions for model design and presentations.
- Opportunities for students to revise and improve their models based on feedback.

- Self-Evaluation:

- Regular self-assessment checklists for understanding wave concepts.
- Reflective journals on personal growth and insights gained during the unit.

- Tailoring for All Students:

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- Differentiated activities and assessments to accommodate diverse learning styles.
- Provide additional resources for students who need extra support.

- Resources:
 - Textbooks, online simulations, laboratory equipment, guest speakers, and videos illustrating wave concepts.

This curriculum map provides a structured plan for teaching and assessing the Waves unit in 8th-grade Physical Science in Georgia. Adjustments can be made based on specific classroom needs and available resources.

UbD curriculum map for GA 8th Grade Physical Science Unit 5: Electromagnetism

Stage 1: Identify Desired Results

- Content Standards:
 - Georgia Standards of Excellence (GSE) for 8th Grade Physical Science.

- Curricular Outcomes:
 - Students will understand the principles of electromagnetism, including the relationship between electricity and magnetism.

- Essential Questions:
 1. How are electricity and magnetism related?
 2. What is the role of electromagnetism in our daily lives?
 3. How can we harness electromagnetism for practical applications?

- Enduring Understandings:
 1. Electricity and magnetism are interconnected, leading to the phenomenon of electromagnetism.
 2. Electromagnetic forces play a crucial role in various devices and technologies.
 3. Understanding and harnessing electromagnetism has practical applications in everyday life.

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- Misconceptions:

- Students may think that electricity and magnetism are unrelated phenomena.

- Knowledge and Skills:

1. Knowledge: Understand the relationship between electricity and magnetism.
2. Skills: Apply electromagnetism principles to real-world scenarios.

Stage 2: Assessment Evidence

- Performance Task Description:

- Students will design and present a device that utilizes electromagnetism, explaining its function and applications.

- Formative Assessments:

- Daily quizzes, discussions, and reflections on electromagnetism concepts.
- Peer assessments during group activities and experiments.

- Summative Assessment:

- A comprehensive exam assessing students' understanding of electromagnetism principles and applications.

Stage 3: Learning Plan

- Where Are Your Students Headed?:

- Students will develop a deep understanding of electromagnetism and its practical applications in various devices.

- Where Have They Been?:

- Pre-assessment on students' prior knowledge of electricity and magnetism concepts.

- Hook at the Beginning:

- Engage students with a "Power of Electromagnetism" demonstration, showcasing the impact and importance of electromagnetism in technology.

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- Experiences and Exploration:

1. Intro to Magnets Lab

- Explore the basic principles of magnets through hands-on activities.

2. Magnetic Field Sim

- Utilize simulations to understand and visualize magnetic fields.

3. Magnet Lab

- Conduct experiments to investigate the properties and behavior of magnets.

4. Electromagnet Lab

- Explore the principles and applications of electromagnets through a hands-on lab.

5. Electromagnet Optimization & Sensing with Micro:bit Lab

- Use Micro:bit to optimize and sense electromagnets in a lab setting.

6. Static Electricity Sim

- Simulate static electricity phenomena to understand its principles.

7. Static Electricity Lab

- Conduct experiments to observe and understand static electricity.

8. Online Circuits Lab Sim

- Use online simulations to explore basic circuit concepts.

9. PHET Circuit Construction Kit

- Utilize the PHET simulation to construct and understand circuits.

10. Series & Parallel Circuits Lab

- Investigate the properties and behavior of series and parallel circuits.

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11. $V=IR$, Current, Voltage, Ohm's Law Experiment

- Explore Ohm's Law and the relationship between current, voltage, and resistance through experiments.

12. Controlling Circuits Lab

- Conduct experiments to understand how to control circuits.

- Equipping with Skills and Knowledge:

Skills:

1. Exploring the basics of magnets through hands-on activities.
2. Utilizing simulations to understand and visualize magnetic fields.
3. Conducting experiments to investigate the properties and behavior of magnets.
4. Exploring the principles and applications of electromagnets through a hands-on lab.
5. Using Micro:bit to optimize and sense electromagnets in a lab setting.
6. Simulating static electricity phenomena to understand its principles.
7. Conducting experiments to observe and understand static electricity.
8. Exploring basic circuit concepts using online simulations.
9. Utilizing the PHET simulation to construct and understand circuits.
10. Investigating the properties and behavior of series and parallel circuits.
11. Experimenting with $V=IR$, current, voltage, and Ohm's Law.
12. Conducting experiments to understand how to control circuits.

Knowledge:

1. Understanding the basics of magnets through hands-on activities.
2. Visualizing magnetic fields using simulations.
3. Investigating the properties and behavior of magnets through experiments.
4. Exploring the principles and applications of electromagnets.
5. Optimizing and sensing electromagnets using Micro:bit in a lab setting.
6. Simulating static electricity phenomena and understanding its principles.
7. Observing and understanding static electricity through experiments.

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8. Exploring basic circuit concepts through online simulations.
 9. Constructing and understanding circuits using the PHET simulation.
 10. Investigating the properties and behavior of series and parallel circuits.
 11. Understanding $V=IR$, current, voltage, and Ohm's Law through experiments.
 12. Learning how to control circuits through experimental activities.
- Organizing and Sequencing:
 - Begin with an introduction to electricity and magnetism.
 - Progress to exploring the relationship between them and the emergence of electromagnetism.
 - Culminate with real-world applications of electromagnetism in devices like motors and generators.
 - Reflection and Rethinking:
 - Daily reflections on observed electromagnetic phenomena.
 - Group discussions on the impact of electromagnetism in technology and industry.
 - Rehearsing, Revising, and Refining:
 - Peer review sessions for device design and presentations.
 - Opportunities for students to revise and improve their device models based on feedback.
 - Self-Evaluation:
 - Regular self-assessment checklists for understanding electromagnetism concepts.
 - Reflective journals on personal growth and insights gained during the unit.
 - Tailoring for All Students:
 - Differentiated activities and assessments to accommodate diverse learning styles.
 - Provide additional resources for students who need extra support.
 - Resources:
 - Textbooks, online simulations, laboratory equipment, guest speakers, and videos illustrating electromagnetism concepts.

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This curriculum map provides a structured plan for teaching and assessing the Electromagnetism unit in 8th-grade Physical Science in Georgia. Adjustments can be made based on specific classroom needs and available resources.

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PATH Academy Curriculum Map
5th, 6th, 7th and 8th Grade/Health Education

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Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 1: Personality Development	Students will display a sense of understanding their personality. Students will acquire an understanding of how to manage emotions. Students will acquire knowledge that helps them learn the magnitude of appropriate decision making. (three instructional days)	HE5/6.1,2,4 & 5 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Self-discovery, Self-concept, Self-esteem, Heredity, Familial Influence, Behavior Consequence, Peer Pressure, Stress Management, Decision Making Process, Behavior Modification, and Emotional Development.	Why is it important to know how you feel about yourself? What can you do to feel good about yourself? Why is it critical to know your immediate Family history? How do decision making and consequences dictate the course of your life?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts.	Basic Needs, Self concept, Priority, Resource, Wellness, Self Esteem, Strength, Weakness, Behavior, Personality, Consequences, Relationships, Peer.
Unit 2: Examination of Bullying	Students will become aware of the educational and social ills bullying/harassment/hazing, not only to the school, but to the larger community. Students will understand that they must take an extremely strong posture against bullying, harassment/hazing.	HE5/6.1,2,4, 5, 6, 7 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Negative Effect of Bullying, Harassment, & Hazing, Perceived Power Imbalance, Hostile Environment, Inclusion, Exclusion, Friendship Establishment, Persistent Teasing, Discrimination.	How do we differentiate bullying from innocent teasing? How has bullying changed or evolved?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts.	Bystander, bully, bullying, cyberbullying, privacy, victim, harass, intimidate, aggressor, insult, isolate, defend, violate, suicide, exclude, intimidate, humiliation, abuse, shaming, trauma.

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Unit 3: Physical Growth and Development	Students will examine the growth and development process. Students will explore the complexities of adolescence.	HE5/6.1,2,4, 5, 6, 7 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Genetic Make-ups, Birth-to-Adulthood, Puberty, Adolescence, Emotions, Parent-to-Child Relationship, Aging, Responsibility, Body Development, Maturation, Body Image.	Why is it essential to know how you feel about the ways in which you are growing? What can you do to help yourself feel good about your body's changes? What can you do to make responsible choices that will help you grow and develop as you should?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts.	Prenatal growth, infancy, toddlers, childhood, adolescence, adulthood and growth spurt, developmental task, heredity, genes, puberty, mood swings.
Unit 4: Aspects of the Human Body Systems	Students will begin to understand the importance of the human body systems and understand how each is vital to good health.	HE5/6.1 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Muscular System, Skeletal System, Nervous System, Digestive System, Cardiovascular System, Respiratory System, Endocrine System, Lymphatic System, Urinary System and Reproductive System.	Why is it important to learn about the human body systems? How does the care of the human body systems keep me healthy?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts.	Joint, ligaments, cartilage, vertebrae, marrow, voluntary muscles, involuntary muscles, tendons, enzymes, gallbladder, villi, diaphragm, cilia, trachea, bronchial tubes, alveoli, endocrine, muscular, skeletal, digestive, respiratory, nervous, reproductive, integumentary, urinary, cardiovascular, lymphatic.

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PATH Academy Curriculum Map
5th, 6th, 7th and 8th Grade/Health Education

Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 5: Nutrition	Students will explore healthy food options versus junk food choices. Students will examine how some foods if not consumed appropriately will cause harm. Students will become well equipped to begin the process of healthy eating.	HE5/6.1,2,4, 5, 6, 7 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Nutrient Intake, Healthy Food Choices, Food Guide Pyramid, Weight Management, /BMI.	Why is it important to learn about food? What can you do to take a more active responsibility for the foods you eat?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts.	Nutrition, Nutrients, Nutrient Deficiency, Carbohydrates, Fiber, Fats, Protein, Vitamins, Sodium, Calcium, Iron, Water, Dehydration.
Unit 6: Personal Hygiene	Students will learn the importance/value of good personal hygiene.	HE5/6.1,2,4 & 5 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Self-care, Epidermis Care, Hair Management, Oral Hygiene, Ear Cleanliness, Hand Washing, Sanitation Approaches, Hygienics, Facial Care.	Why is personal hygiene so critical to the middle school experience?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts	Acne, Astringent, Deodorant, Menstrual Cycle, Wax Build-up, Gums, Teeth, Sanitary Pads, Flossing, Deodorant, Dental Floss, Odor, Shaving, Oily Skin, Toothpaste, Shampoo, Mouthwash, Germs, Sweat, Conditioner.

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Unit 7: Communicable Disease	Students will learn how to protect themselves from communicable diseases. Students will analyze the cause and spread of communicable diseases. Students will become aware of their responsibility to remain communicable disease free.	HE5/6.1,4 & 5 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Disease Prevention, Health Promotion, Healthy Choices, Wellness, Goal Setting and Decision-Making,	What are some ways that you can protect yourself from becoming ill/sick if someone in your family or at school has a communicable disease?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts	Microbes, communicable diseases, infection, viruses, bacteria, fungi, protozoa, transmitted, toxins, antibodies, immunity, vaccines, resistance, antibiotic, symptoms, fever, treatment, contagious.

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Unit 8: Non-Communicable Diseases		HE7/8.1, 2 ,4, 5 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Disease Prevention, Health Promotion, Healthy Choices, Wellness, Goal Setting and Decision-Making,	What are non-communicable diseases? What causes non-communicable diseases? What has been the impact of cancer on American society? Why has diabetes become such a popularly diagnosed condition?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts	Non-communicable disease, chronic, chronic disease, degenerative diseases, congenital disorders, heredity, cancer, tumor, benign, malignant, risk factors, carcinogen, biopsy, radiation therapy, chemotherapy, remission, recurrence, heart attack, hypertension, stroke, heart disease, diabetes, insulin, Type 1 diabetes, Type 2 diabetes, arthritis, asthma, allergy, allergens, pollen.

PATH Academy Curriculum Map
5th, 6th, 7th and 8th Grade/Health Education

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Unit	Transfer Goals...	Standards	Understandings	Essential Questions	Assessments	Language
Unit 9: Illegal Drug Use/Abuse	Students will acquire an understanding of how illegal drug use and abuse will negatively affect them physically, socially, financially and emotionally.	HE7/8.1, 2 ,4, 5 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Illegal Drugs, Short/Long Term Effects, Marketing of Product, Familial/Social/Economic Issues, Addiction and Treatment.	What are the immediate social and cultural effects of abusing illegal drugs? How does media/marketing encourage the usage of illegal drugs among the underaged? What are some ways a person can refuse illegal drugs?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts	Drug, Drug Abuse, Drug Misuse, Tolerance, Craving, Loss of Control, Intervention, Dependence, Drug Addiction, Drug Withdrawal, Overdose, Stimulant, Depressant, Club Drugs, Narcotics, Hallucinogens, Marijuana, Inhalant, Anabolic Steroids, Substance Abuse, Alternative and Drug Rehabilitation.
Unit 10: Vaping and Tobacco Use	Students will explore vaping, tobacco usage - and how vaping/smoking negatively affects the mind and body.	HE6/7/8.1, 2 ,4, 5 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Effects of Tobacco/Vaping, Media/Marketing of Tobacco/Vapes, Resistance, Habit, Health Risks, Addiction, Cost to Society.	Why are adults so alarmed about vaping? How does media/marketing encourage the usage of vapes and tobacco among the underaged? What are some ways a person can refuse vaping and smoking?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts	Electronic cigarettes E-cigarettes or e-cigs E-hookahs, E-cigars, E-juice, E-liquid, E-pens, E-smoke, Juice or smoke juice, Mods, Vape pens, Vape sticks, Vape pods, Arsenic, Emphysema, Tobacco, Lung Cancer, Cigars, Pipes, Carcinogen, Nicotine,

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						Addictive, Tar, Carbon Monoxide, Bronchi, Tolerance, Withdrawal, Relapse, Dependence, Cold Turkey.
Unit 11: Alcohol Use and Abuse	Students will learn the effects of alcohol on the brain and body. Students will identify effective alternatives to using alcohol.	HE7/8.1, 2 ,4, 5 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Effects of Alcohol Use and Abuse, Media/Marketing of Alcohol, Health Risks, Addiction, Cost to Society.	What are some ways young people can refuse alcohol? Why do young people start to drink? What are the immediate social and cultural effects of abusing alcohol? How does media/marketing encourage the usage of alcohol among the underaged?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts	Alcohol, Alcoholic, Addiction, Depressant, Inhibitions, Binge Drinking, Intoxicated, Alcohol Poisoning, Ulcer, Fetal Alcohol Syndrome, Cirrhosis, Detoxification, Intervention, Recovery.

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Unit 12: Mental Health and Mental Illness	Students will explore the complexities of mental health and mental illness among teens.	HE7/8.1, 2 ,4, 5, 6, 7 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Emotional and Mental Disorders, Biological Factors, Trauma, Abuse, Familial History, Eating Disorders, Stress.	What is mental health and why is it important? How does stress affect us mentally and physically? What are the key characteristics of mental illness? What are some examples of mental health conditions? What treatments are available? Why do you think people with mental illness are stigmatized?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts	Mental/Emotional health, resilience, emotions, mood swings, anxiety, emotional needs, stress, stressors, flight-or-fight response, adrenaline, grief, grief reaction, coping strategies, mental and emotional, & eating disorders, mood disorders, phobias, mood disorder, personality disorders, schizophrenia, major depression, suicide, therapy, and family therapy.

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PATH Academy Curriculum Map
5th, 6th, 7th and 8th Grade/Health Education

Unit	Transfer Goals...	Standards	Understandings	Essential Questions	Assessments	Language

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Unit 13: Conflict and Conflict Resolution	Students will interact with others to explore ideas/ concepts, communicate meaning, & develop logical interpretations through collaborative conversations. Students will build upon the ideas of others to clearly express one's own views while respecting diverse perspectives. Students will know how to apply conflict resolution skills.	HE7/8.1, 2 ,4, 5 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	The Nature of Conflicts, Conflicts in Life, Conflict Resolution as a Solution, Peer Mediation. Effective Communication, Diverse Viewpoints and Opinions.	What is conflict? Have you ever experienced conflict? What are conflict resolution tactics?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts	Conflict, Conflict Resolution, Tolerance, Labeling, Escalate, Mob Mentality, Disagreement, Negotiation, Collaborate, Compromise, Win-Win Solution, Mediation, Neutrality.
Unit 14: Dating Relationships	Students will explore the purposes of dating. Students will examine their feelings regarding dating. Students will explore physical attraction. Students will analyze the positives and negatives that are associated with dating.	HE7/8.1, 2 3,4, 5, 6, 7 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Healthy Relationships, Unhealthy Relationships, Mutual Respect, Sexual Activity, Violence in Dating, Abstinence, Peer Pressure.	What makes a dating relationship healthy and/or unhealthy?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts	Dating, Relationships, commitment, affection, limits, dating violence, abstinence, refusal skills, physical attraction, risky behaviors, feelings.

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Unit 15: Sex Education	Students will explore the complexity of sex education for middle school students. Students will learn the biology associated with sex education. Students will participate in writing assignments that require critical thinking regarding decision making and consequences. Students will learn why it is important for them to have the “Sex Talk” with their parents.	HE7/8.1, 2 ,4, 5 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Sexual Maturity, Reproductive Methodology, Peer, Media and Social Pressures, Consequences, Sexually Transmitted Diseases, Sexual Activity Responsibility.	What is “sexual health”? How do you identify/access an accurate source for sexual health information? What are the values and beliefs that guide one’s decision about becoming sexually active? Why is sex education a subject taught at middle school?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts	Puberty, Hormones, Reproduction, Reproductive System, Sperm, Testes, Semen, Fertilization, Ovaries, Uterus, Ovulation, Menstruation, Abstinence, STD’s, HIV/AIDS, Penis, Vagina, Chlamydia, Genital, Herpes, Genital Warts, Trichomoniasis, Gonorrhea, Syphilis, Opportunistic Infection, Carrier, Gynecologist.

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Unit 16: Environmental Education and First Aid Basics	Students will examine their feelings regarding various environmental topics. Students will learn how to conduct cardiopulmonary resuscitation. Students will explore safety and first aid as a way to remain healthy.	HE7/8.1, 2 ,4, 5 & 8 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Health_Education_2-11-2010.pdf	Types of Pollution, Personal Responsibility for the Environment, Damaging Effects of Pollution, Immediate/Minor First Aid Assistance, Accident Response, Pedestrian Safety, CPR.	In what ways should students become environmentally conscious? Why is it important for students to know some aspects of First Aid?	Formative: Quizzes, Class Discussions, Vocabulary & Writing Assignments, Assessment of understanding key concepts	Environment, Climate Change, Conservation, Fossil Fuel, Greenhouse Effect, Litter, Natural Resources, Acid Rain, Biodegradable, Pollution, Ozone Layer, Pollutant, Deforestation, Recycle, Carbon Dioxide, Carbon Monoxide, Smog, Renewable Resource, First Aid, Accident, Emergency, R.I.C.E., Strain, Burn, Sprain, Bruise, Abrasion, Tourniquet, Cardiopulmonary Resuscitation, Abdominal Thrust, Poisoning, Heat Stroke, Heat Exhaustion.

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PATH Academy Curriculum Map
 5th, 6th, 7th and 8th Grade/*Physical Education*

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Unit	Transfer Goals	Standards	Understandings	Essential Questions	Assessments	Language
Unit 1: Essentials of Fitness - FitnessGram	Students will prepare for the FitnessGram in the following areas: cardiovascular endurance, muscular endurance, muscular strength, flexibility, an body mass index. Students will develop and demonstrate a basic understanding of the five parts of health related fitness as it applies to personal fitness.	PE5,6,7, 8. 4 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Physical_Education_Standards_4-30-09.pdf	Fitness, Cardiovascular Endurance, Flexibility, Muscular Endurance/Strength, BMI.	What is the FitnessGram and How will it help with personal physical fitness? https://www.fitnessgram.net/	Physical Fitness assessments and understanding key concepts.	Body Mass Index, Cardio, Flexibility, Muscular Strength/Endurance, FitnessGram, Exercise, Anaerobic Exercise, Aerobics, Pulse, Heart Rate, Warm-up.

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Unit 2: Motor Skills	Students will develop and demonstrate a basic understanding of motor skills that are related to fitness, physical activities and games/sports. Students will develop competent skills in a variety of physical activities and sports that require manipulative skill coordination.	PE5,6. 1 & 2 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Physical_Education_Standards_4-30-09.pdf	Agility, Balance, Speed, Reaction, Power, Coordination, Bilateral Movement, Equilibrium, Change of Direction, Throwing, Catching, Kicking, Rolling, Dribbling & Striking.	What are motor and manipulative skills? What are some key foundations for the development of good motor and manipulative skills? What factors influence motor and manipulative skills?	Physical Fitness assessments and understanding key concepts.	Motor Skills, Fundamental Movement Skill, Manipulative Skills, Gross Motor Skills, Fine motor Skills, Locomotor Skills, Object Control Skills
Unit 3: Team/Group Dynamics and Sportsmanship	Students will understand the role of physical activity while recognizing diversity. Students will include and support each other while respecting the limitations and strengths of group members. Students will learn what sportsmanship is and how to cultivate it in themselves and others.	PE5,6,7,8. 3, 4, 5 & 6 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Physical_Education_Standards_4-30-09.pdf	Sportsmanship, Understanding Athletic Disparities and Similarities. Performance. Teamwork. Team Corporation. Winning/Losing with Dignity.	Are team/group dynamics essential to winning? What is sportsmanship?	Assessment of understanding key concepts as they relate to team dynamics.	Sportsmanship, Teamwork, Humility, Collaboration, Cooperation, Synergy, Group Dynamics, Acceptance, Respect, Gloating, Grace.

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Unit 4: Recreational Activity as a form of Physical Fitness	Students will learn that there is a connection between recreational activity and organized physical education/fitness.	PE5,6, 7,8. 3, 4, & 6 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Physical_Education_Standards_4-30-09.pdf	Recreational Activity for Fitness. Leisure Activity as Physical Fitness.	How can recreational activities contribute to overall wellness?	Physical Fitness assessments and understanding key concepts.	Exercise, Recreation, Leisure, Physical Fitness, Intensity, Hydration, Pulse, Cooldown, Workout, Stretching.

PATH Academy Curriculum Map
5th, 6th, 7th and 8th Grade/Physical Education

Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards	Understandings <i>Students will understand that...</i>	Essential Questions	Assessments	Language
Unit 5: Cross Training and Circuit Conditioning	Students will learn that there is athletic value in creating workouts that require participation in varying physical fitness activities and sports simultaneously. Students will participate in cross/circuit training workouts.	PE5,6, 7, 8. 1, 2 3, 4, & 6 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Physical_Education_Standards_4-30-09.pdf	Strength, Flexibility, Speed, Agility, Coordination, Endurance, Cardio, Strength.	What is cross fitness training?	Physical Fitness assessments and understanding key concepts.	Cross training, Exercise, Physical Fitness, Intensity, Hydration, Pulse, Cooldown, Workout, Stretching.

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Unit 6: Athletics as a Tool for Success in Life	Students will examine 12 concepts needed to be a successful athlete. Students will begin to understand that the 12 concepts are similar to what is needed to be successful with life. TOP 12 THINGS ALL SUCCESSFUL ATHLETES DEMONSTRATE	PE7,8. 3, 4, 5, & 6 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Physical_Education_Standards_4-30-09.pdf	Self-confidence, Motivation, Self-discipline, Optimism, Response to Criticism, Focus, Stress Management, Resiliency, Leadership, Competitive Mindset, Humility and Passion.	How does success in sports/athletics help one become successful in life?	Assessment of understanding successful athleticism as it relates to success in life.	Accomplishment, Goals, Goal Setting, Future, Achievement, Win, Lose, Determination, Dedication, Perseverance.
Unit 7: Conceptualizing Team Sports	Students will learn the basic concepts of team sports. Students will discuss reasons why sports, athletics or physical activities should be an important part of teens' lives.	PE5,6, 7, 8. 5 & 6 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Physical_Education_Standards_4-30-09.pdf	Teamwork, Winning, Losing, Acceptance, Diversity, Ability, Fundamentals, Skill Development.	What does it mean to be a part of a team?	Assessment of understanding key concepts as they relate to team conceptualization.	Basketball, Soccer, Sport Skills, Football, Goal, Score Touchdown, Points, Team, Corporation, Organization, Growth, Sacrifice.
Unit 8: Soccer Skill Basics	Students will learn basic skills of soccer: receiving, dribbling, passing, shooting, and goalkeeping.	PE5,6,7,8.1, 2, 3, 4, 5 & 6 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Physical_Education_Standards_4-30-09.pdf	Soccer Fundamentals, Soccer Skills Development.	What is it about soccer that makes it the world's most popular sport?	Assessment of understanding key concepts as they relate to soccer basics.	Soccer, Dribbling, Passing, Receiving, Shooting Goalkeeping.

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Unit 9: Basketball Skill Basics	Students will learn basic skills of basketball: dribbling, passing, shooting,	PE5,6,7,8.1, 2, 3, 4, 5 & 6 https://www.georgiastandards.org/standards/GPS%20Support%20Docs/Physical_Education_Standards_4-30-09.pdf	Basketball Fundamentals, Basketball Skills Development.	What are the fundamentals of basketball?	Assessment of understanding key concepts as they relate to basketball basics.	Basketball, Dribbling, Passing, Shooting.

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CHORAL MUSIC CURRICULUM MAP

5TH - 8TH GRADE/Music Department

Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards	Understandings <i>Students will understand that...</i>	Essential Questions	Assessments	Language
Unit 1: Music Literacy (2 weeks)	Students will independently use their learning to read, compute, analyze, and understand sheet music for both voice and instrument. Students will independently use their learning to apply music literacy knowledge to assigned piece(s) to be sung during the quarter/semester.	MSIC.CR.1 Generate and conceptualize musical ideas and works. MSGM6.PR.3 Read and Notate music.	Solfege Scales Major Pentatonic, Natural Minor, and Chromatic Be able to read a Treble and Bass Clef staff Know the order of the musical alphabet Determine time signatures Note and Rest Values Read standard notation in various meters (e.g. whole, half, quarter, eighth, sixteenth, dotted rhythm, triplets, corresponding rests).	What is a staff? What is a clef? What is a measure? How do I find “do”? What is solfege and what does it do? What is tempo? What is a system? What is rhythm? What is diction? What type of notes are there?	Pitch Builder worksheet Treble Clef and Bass Clef Alphabet Worksheet Video Games in Three Minute Theory and SoundGym Music Literacy Quiz in Three Minute Theory Begin work on one GMEA choral piece	tempo, diction, solfege, scales, measure, rests, note value, time signature, dynamics, pitch, rhythm, dynamics, form, tempo, articulation

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Unit 2: Sight Reading & Vocal Technique/ Health (3 weeks)	Students will independently use their learning to assess new piece(s) of music on sight by using their warm up and solfege diction to sight read the melody. Students will independently use their learning to be able to find the root of all major chord families. (Solfege scales)	MSGM6.PR.3 Read and Notate music. MSGM6.RE.1 Listen to, analyze, and describe music. MSGM6.PR.3 Read and Notate music.	Sight read simple melodies in treble clef Recognize bass clef notation. Use standard notation or digital software to record their musical ideas and the music Improvise rhythmic patterns in duple and triple meter, and melodic patterns in major and minor tonality. Create basic rhythmic and melodic accompaniments to	What are scale degrees? Why is knowing the time signature important to sight reading? Why is knowing where “do” is in the scale important? What is the difference between a “fixed	Mock Audition Assessment Sight Reading and Tonal Memory Quiz with SoundGym Solfege Scales Warm Ups Key Signature Quiz Italian Diction	

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	Students will independently use their learning to create new musical compositions and improvisations of their own.		support other elements of musical performance (e.g. ostinato, bass lines). Create physical movements for warm-ups and repertoire to distinguish various musical ideas.	do” and a “moving do”? What is box breathing? What is it to SUSTAIN or SUSPEND the pitch? What are all the parts of the vocal instrument?	Quiz Begin work on two GMEA pieces that are in <i>Italian or Latin Diction</i> Anatomy of the Voice worksheet	
Unit 3: Lyric Analyzation & Italiano Notation (3 weeks)	Students will independently use their learning to recognize and describe musical events in an aural example using appropriate musical terminology. Students will independently use their learning to recognize characteristics of musical elements in music which represent diverse genres and cultures.	MSGM6.RE.1 Listen to, analyze, and describe music. MSGM6.RE.2 Evaluate music and music performances. MSGM6.CN.1 Connect music to the other fine arts and disciplines outside the arts.	Aurally distinguish between soprano, alto, tenor, and bass instruments and voices. Aurally identify the tonal center. Arrange and perform existing songs by making creative decisions regarding tempo and dynamics, and explain those creative decisions. Use teacher-provided and collaboratively developed criteria for evaluation of music and music performances (e.g. learned, student-composed, improvised).	Do I know the history of the genre or piece of music I am performing? Do I know what period this piece of music was from? What do you know about the composer of the piece? The Italian diction used in this song determined what	Analyze BOTH a uniform and binary musical Quiz on Italiano diction Quiz on descriptive vocabulary Begin work on last two GMEA choral pieces (one that represents a musical form or period, the second one secular piece)	AB, ABA, verse/refrain, rondo, introduction, coda, theme/variation s, hi/low, upward/downward, forte piano mezzo fortissimo pianissimo presto/largo/moderato/allegro/adagio, legato/staccato, major/minor, step, skip, repeat, leap,

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			Use these criteria to assess the quality and effectiveness of their own and other's performances, compositions, and arrangements, and to implement constructive suggestions for improvement. Explain personal preferences for specific musical works using appropriate vocabulary. Explore and compare various uses of music in daily experiences.	for me as the singer? The Italian diction used in this piece determined what for the accompanist? Was there anything different about this musical system?		dark/bright, unison/harmony, call-and-response
Unit 4: Performance (1 week)	Students will independently use their learning to showcase proper breath control and correct singing posture. Students will independently use their learning to sing with and without accompaniment and sing literature in up to three parts. Students will independently use their learning to demonstrate proficiency in sight-	MSIC.PR.1 Analyze, interpret, and select musical works for presentation. MSIC.PR.2 Develop and refine musical techniques and works for presentation. MSIC.PR.3 Convey meaning through the presentation of musical works. MSGM6.PR.1 Sing a varied	a. Utilize a rhythmic and melodic system to read and sing music appropriate to ability. b. Identify and describe music vocabulary and symbols representing tempo, meter, dynamics, articulation, and phrasing. c. Notate rhythms and melodies from aural examples utilizing a dictation method. d. Read and notate music using available technology. e. Demonstrate appropriate singing posture and breathing techniques.	Did I keep choral formation? Did I sustain and suspend breath at the right time to control my pitch? Did I keep my focus on my director? How would you describe your performance this quarter? What song did you enjoy most and why?	Participation in two concert performances outside of regular class hours is required. ALL STATE Auditions Q1 ALL DISTRICT HONORS CHORUS Q2 WINTER CONCERT: Perform the 5 pieces learned during the quarter. Q2	

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	reading at the expected competency level and read music with more complex melodies and rhythms. Students will independently use their learning to sing accurately with good breath control and attention to tone quality throughout the vocal range. Students will independently use their learning to sing with expression and technical accuracy in unison and simple harmonic settings.	repertoire of music, alone and with others.	f. Sing music of diverse genres and cultures, with appropriate representation of cultural style. g. Identify vocal anatomy. h. Identify aspects of vocal range and tone. i. Identify aspects of vocal changes, as reflected in physiological changes affecting range and tone. j. Demonstrate pure vowel sounds, and articulate voiced and unvoiced consonants. k. Utilize aural skills to match pitch, improve intonation, and sing with attention to ensemble balance and blend, in two or more vocal parts. l. Demonstrate technical accuracy and expressive qualities in performance of a varied repertoire of music representing a diversity of cultures and styles. m. Demonstrate and respond to conducting patterns and gestures representing tempo, expression, and vocal technique.	Did I produce and project supported tone? Did I P.E.R.F.O.R.M.? Poise Emotion Resonance, Feeling Open Vowels Relaxed Frame Method	BLACK HISTORY MONTH CONCERT Q3 ALL COUNTY HONORS CHORUS Q3 ALL STATE CHORUS Q3 (UGA CAMPUS) SPRING CONCERT: Perform the music taught during the semester. Q4 GMEA NYC TOUR Q4	

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			n. Sing selected music from memory for public performance at least twice per year.			
			o. Exhibit appropriate rehearsal and performance etiquette.			

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PATH Academy Curriculum Map
5th to 8th Grade / Instrumental Music Department (Ukulele)

Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards	Understandings <i>Students will understand that...</i>	Essential Questions	Assessments	Language
<u>Unit 1:</u> Instrumental Understanding & Comprehension <i>(2 weeks)</i>	Students will independently use their learning to read, compute, analyze, and understand tablature and chord charts for their instrument. Students will independently use their learning to apply music literacy knowledge to assigned music that is to be played during the quarter.	MSGT6.PR.1 Perform on ukulele through a varied repertoire of music, alone and/or with others. MSGT6.PR.1.a Demonstrate foundational ukulele performance skills. MSGT6.PR.1.c Demonstrate correct playing posture (e.g. classical, folk, standing, crossed leg), hand position, and finger placement. MSGT6.PR.1.d Produce a quality sound on single and multiple strings with fingerstyle and/or plectrum technique.	Recognize and identify parts of the instrument and their function. Locate and name the strings with their note names, order, and recognize pitch levels from higher to lower. Know the order of the musical alphabet Note and Rest Values Be able and capable of learning by rote. Apply and perform rhythms used in standard notation such as whole, half, quarter, and eighth notes used in common time (4/4 time signature). Use and perform different speeds or tempi.	What is the most common time in music? How many beats are in one measure of music? What is a measure? What are the parts of the instrument? How many frets are there on the ukulele? What are the two ukulele sizes used in our classroom setting? What is tempo? What is rhythm?	Ukulele diagram identification sheet and quiz. <u>Chord Chart Worksheet</u> for C, C Maj7, C7, Am, F, and G7 Playing opportunities (tests) for assessing stronger players. Leadership roles given to students to help or self-teach other students.	Measure Beats Rhythms Note Names Note Values Pitch Scale Tempo Sound quality Resonance

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<u>Unit 2:</u> Practice Techniques and Woodshedding <i>(4 weeks)</i>	Students will independently use their learning to assess new rhythms and chords of music selected by the teacher. Students will independently use their learning to be able to find the correct strings and fret numbers used for all types of musical compositions. Students will independently use their learning to create new musical compositions and improvisations of their own.	MSGT6.PR.2 Select and perform a varied repertoire of musical works using teacher- created criteria (e.g. skill level, artistic merit, personal interest). MSGT6.PR.3 Perform expressively, with appropriate interpretation and technical accuracy, in individual performances of a varied repertoire of music. MSGT6.PR.3.b Perform notes in first position. MSGT6.PR.3.c Perform simple melodies. MSGT6.PR.4.a Demonstrate foundational reading skills. MSGT6.PR.4.b Identify notes (e.g. fretboard diagrams, standard and/or tablature notation).	Recognition of standard chords that are used in multiple different songs and varied genres. Chord progressions are using notes 1,3,5 and are built on the tonic, subdominant, and dominant members of the scale. Improvise varied rhythmic patterns in simple duple and also compound meters. Aurally identify differences between major and minor tonalities. Interpret the mood or emotion conveyed through the music selection. Perform accordingly with appropriate style and nuance.	How many notes make up a musical scale? What are scale degrees? Major versus minor? Can you explain the emotion communicated when choosing Major versus minor? Which beat gets the heaviest emphasis and why? Which note in a scale is considered the tonic and how do all notes relate to the tonic or home key? What is sonority and how is it obtained? How can finger placement and hand shape have an effect on sound quality?	Building on chord recognition & understanding using (quizzes and tests) <u>Chord Chart Worksheets</u> for G major, Dm, Em, E7, D7, and A7. Handwritten chord charts by student for each chord taught. Playing tests for assessing complete understanding and utilization of skills taught in class. Leadership roles given to different students so they have the opportunity to also self-teach other students.	C-shape left hand Cupcake fingers vs. Pancake fingers Dexterity and stamina Muscle control & memory Thumb placement Down strum Up strum Chord versus melody Rest position Play position 1st position 2nd position Simple children's melodies

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Unit 3: Self-Development & Individual Performance <i>(2 weeks)</i>	Students will independently use their learning to recognize characteristics of musical elements in music which represent diverse genres and cultures. Students will independently use their learning to recognize and describe musical events in aural examples, using appropriate musical terminology.	MSGT6.RE.1.a Interpret and convey the intent and meaning of musical selections (e.g. meter, rhythm, tonality, phrasing, style, instrumentation) that reflect the expressive intent of the creator or performer. MSGT6.RE.1.b Individually assess solo and ensemble performances using teacher-created criteria (e.g. importance of roles, accuracy of rhythm and notes, ensemble, balance, precision, audience expectations).	Perform selected songs and music, making creative decisions based on personal skill and technique ability. Creative solutions to parts or sections that present challenge and/or difficulty beyond student ability. Not all notes need to be performed in 16th note passages. Students will carefully reduce sections to still fit the musical intent and idea. Distinguish between instruments and voices within a musical recording. Able to find home key and tonal centers in interpretations. Students will take certain aspects into account when regarding tempo, dynamics. Will be able to explain their choice and reasoning of their creative decisions.	How does tempo directly influence the difficulty of performing the music? What happens if I have practiced the music but am still having difficulty? What can I do for consistency in my playing? Why do certain days seem more difficult than they did in the past? Why do I feel like I'm playing or sounding worse than before? Does aural development have any role as to why I feel I don't play as well as I did in the first month of classes?	Memorization of language terms Quiz and tests on tempo meanings, speeds (BPMs) and slower versus faster identifications Dynamics quiz on paper & from listening examples Playing tests on strumming techniques using a set chord progression <u>Chord Chart Worksheets</u> for Bb Major, B7, Bm, F7, Gm, D Major, Cm, Cm7, C6, Cm6	<u>Tempi learned:</u> Grave Largo Lento Adagio Andante Moderato Allegretto Allegro Vivace Presto Prestissimo <u>Dynamics:</u> Fortissimo Forte Mezzo Forte Mezzo piano Piano Pianissimo Crescendo Decrescendo <u>Strumming Techniques:</u> Patterns Swing Feel Riffs Chucks Mutes

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<u>Unit 4:</u> Influential and Contextual Self-Development (1 week)	Students will independently use their learning to recognize characteristics of multiple musical elements, in the music itself, and also within the diverse genres and cultures. Students will independently use their learning to recognize and describe musical and historical relevance, with appropriate musical terminology.	MSGT6.CN.1 Understand relationships between music, the other arts, and disciplines outside the arts. MSGT6.CN.2 Understand music in relation to history and culture. MSGT6.CN.2.a Explore musical ideas and works with varied contexts to deepen understanding. MSGT6.CN.2.b Describe distinguishing characteristics of representative music genres and styles from a variety of cultures. MSGT6.CN.2.c Explore various career paths in music. MSGT6.CN.2.d Explore performances and genres of influential guitarists and musicians.	Use teacher-provided and collaboratively developed criteria for contextual use of music and music performances. Assess the need and reason of selected pieces of music, or compositions, to constructively implement relevance. Explain in your own words the reason and meaning behind the music created, and how we as musicians can serve the composer's intentions the best possible. Explore and compare various uses of music in our everyday settings, versus traditional usages in specific times of the year. Explain how a specific culture might have influenced the music in particular ways, as well as the musicians. Understand how certain types of music can provide different career opportunities.	What genre of music am I performing? Do I know the history of the music being played? Do I know about the composer of the piece? What reason was this music composed and whom was it composed for? Do I know what time period this piece of music was from? Where did the composer live and what was happening socially and musically at that time? What other composers were influential at the same time this composition was created? Were musical ideas borrowed or stolen, why?	Final written test Final Playing Test Final written paper from students, explaining what ideas and interests they have in music, and how they might better serve their communities with their newfound understanding and abilities.	Linguistic theories such as: Discourse analysis Semiotic analysis Information theory Generative grammar

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PATH Academy Curriculum Map Template
5th - 8th Grade Visual Arts Connections Department

Unit	Transfer Goals <i>Students will independently use their learning to...</i>	Standards	Understandings <i>Students will understand that...</i>	Essential Questions	Assessments	Language
Unit 1: The Language of Art/ Art Appreciation <i>(1-2 weeks)</i> <i>(concepts, vocabulary and analyzing artwork become warmups the remaining weeks of unit 2, 3, and 4)</i>	Demonstrate a basic understanding of the reasons that artists create and the effects art has on an individual and society. Keep a sketchbook and develop the ability to observe, document, and synthesize ideas across various contexts, ultimately enhancing creativity and problem-solving skills. Develop the ability to critique and evaluate art and design works by recognizing how the elements contribute to overall effectiveness.	creating VA5.CR.1 a,b,c VA5.CR.2 b VA5.CR.3 b,c,d VA5.CR.5 presenting VA5.PR.1 responding VA5.RE.1 a,b,c connecting VA5.CN.2 VA5.CN.3	Introduces art class rules, routines, and procedures. What is art ? How does it affect the world around us? Intro to Genres, themes, styles of art throughout history. Intro to sketchbook/art criticism/ Portfolios Intro of EOA (elements of art) and POA (principles of design) as the building blocks for an artist	How do artists get their ideas? How do artists communicate without words? How do artists communicate emotion through their art? What can we learn from comparing the approaches of various styles and periods? How does our personal taste and cultural background influence our critiques of art and design? How does the context of an artwork (cultural, historical, or personal) affect our evaluation of their work? In what ways do the elements of art influence our emotional and intellectual responses to a piece? How do elements like line, color, shape, and texture function individually and collectively?	<u>Diagnostic:</u> Students create samples or participate in diagnostic samples before instruction, to gauge understanding of project objectives. <u>Formative:</u> One-on-one or group in-process critiques and/or discussions Teacher observations and check for understanding <u>Summative:</u> Standards-based project Rubric Presentation of work with artist statement and/or exit ticket	Symbolism emotions genre theme landscape portrait sketchbook portfolio critique Elements of Art: line shape form value color space texture Principles of Design: emphasis harmony contrast variety movement

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Unit 2: Creating 2D Art (3-4 week)	Demonstrate a basic understanding of each individual element of art and how artists use them to create balanced compositions. Developed creative thinking skills. Basic understanding of how the elements of art create a visual language. Demonstrate proficiency in basic drawing techniques, such as line quality, shading, perspective, and proportions.	VA5.CR.2 VA5.CR.3 VA5.PR.2 VA6-8.CR.1 VA6-8.CR.4 VA6-8.PR.1 VA6-8.RE.2 VA6.RE.3	Students will identify and describe the seven core elements of art: line, shape, form, space, texture, color, and value. They will understand how each element contributes to the overall composition and meaning of an artwork. Compositional Layout/ Rule of Thirds Introduction to Drawing Skills: sketch vs. writing observational drawing still life one point perspective grid drawing Value to create shadows and 3D effects Abstract, realism, non-objective	How do the elements of art serve as the building blocks for artistic expression and communication? How do the elements of art work together to make a complete piece? How can we use simple shapes as building blocks for more complex drawings? What are some techniques for creating depth and dimension in drawings? Why is observation important in drawing, and how can we	<u>Diagnostic:</u> Students create samples or participate in diagnostic samples before instruction, to gauge understanding of project objectives. <u>Formative:</u> One-on-one or group in-process critiques and/or discussions Teacher observations and check for understanding <u>Summative:</u> Standards-based project Rubric Presentation of work with artist statement and/or exit ticket	Symbolism emotions genre theme landscape portrait sketchbook portfolio critique Elements of Art: line shape form value color space texture Principles of Design: emphasis harmony contrast variety movement highlights shadows shading sketching pressure hatching cross

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	Observe and accurately represent objects, people, and scenes from life or reference images. Students should be able to mix primary colors to create secondary and tertiary colors confidently. Apply knowledge of color harmonies such as analogous, complementary, and tertiary colors to understand their visual impact and create visually pleasing compositions.		Explore various drawing techniques, such as shading, hatching, cross-hatching, stippling, and blending, to convey mood, texture, and depth. Introduction to Color Theory: Color relationships/ Psychology/ Color Wheel Intro to painting techniques and color mixing to create tints tones and shades	improve our observational skills? What are some strategies for overcoming mistakes or challenges in drawing? What is perspective, and how does it help us create depth in drawings? What are some ways we can use shading to create light and shadow in our drawings?		hatching scrumping stippling primary secondary tertiary complementary analogous tint tone
Unit 3: Creating 3D Art (2-3 weeks)	Students gain an understanding of Form and Structure, with a focus on the	VA5.CR.2 VA5.CR.3 VA5.CR.5 VA5.PR.2 VA5.RE.1 VA5.CN.3	Form and Volume: Understanding shapes and how they occupy space.	How do the chosen materials influence the final piece? What elements of design (balance, contrast,	<u>Diagnostic:</u> Students create samples or participate in diagnostic samples before instruction, to gauge	armature plaster carving cast form

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	principles of 3D design, including balance, proportion, and symmetry. Proficiency in Tools and Materials such as armature building and sculpting with plaster. Students develop critical thinking and problem solving from initial sketches to final sculptures. Students learn project planning with their projects, including brainstorming, sketching, and prototyping..	VA6-8.CR.1 VA6-8.CR.3 VA6-8.CR.5 VA6-8.CR.6 VA6-8.RE.3	Balance and Composition: Learning how to arrange elements in a visually appealing way. Proportion and Scale: Exploring the relationship between the size of different elements in a piece. Texturing and Finishing: Techniques for adding detail and finishing touches to 3D artworks. Sculpting: Hands-on creation of forms through additive (building up) and subtractive (removing material) methods.	unity) are essential for the artwork? How does understanding the audience influence the design and execution? How did you overcome obstacles, and what did you learn from them?	understanding of project objectives. <u>Formative:</u> One-on-one or group in-process critiques and/or discussions Teacher observations and check for understanding <u>Summative:</u> Standards-based project Rubric Presentation of work with artist statement and/or exit ticket	free standing high relief

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Unit 4: Community, Culture, and Craft (1-2 weeks)	Exploring artists' roles and connections within culture and community through the art making process. Explore the idea of community through new art forms (murals, public art, empathy – collaborative project; installation) Connects the study of art to the global community while developing techniques in craft-oriented media such as printmaking, fiber arts, or woodworking.	VA5.CR.2 VA5.CR.3 VA5.CR.5 VA5.PR.2 VA5.RE.1 VA5.CN.3 VA6-8.CR.1 VA6-8.CR.2 VA6-8.CR.3 VA6-8.CR.5 VA6-8.PR.1 VA6-8.CN.2 VA6-8.CN.1 VA6-8.CN.2 VA6-8.CN.3	create art that represents a specific culture, and participate in traditional celebrations	What is Culture? How are artists inspired by their culture? What are art careers? How can I apply my art skills in a job?	<u>Diagnostic:</u> Students create samples or participate in diagnostic samples before instruction, to gauge understanding of project objectives. <u>Formative:</u> One-on-one or group in-process critiques and/or discussions Teacher observations and check for understanding <u>Summative:</u> Standards-based project Rubric Presentation of work with artist statement and/or exit ticket	culture heritage tradition utilitarian values customs symbolism relief loom weaving warp weft pick beat

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		VA5.CR.2 VA5.CR.3 VA5.CR.5 VA5.PR.2 VA5.RE.1 VA5.CN.3 VA6-8.CR.1 VA6-8.CR.2 VA6-8.CR.3 VA6-8.CR.5 VA6-8.PR.1 VA6-8.CN.2		What is 3D art, and how does it differ from 2D art? How can we use basic shapes as building blocks for our 3D creations? How does perspective play a role in creating the illusion of depth in 3D art? How does the placement of objects in space affect the overall composition of our 3D artwork? What are some ways we can use color and light to enhance our project?	Project timelines Technique and terminology review and quiz Project rubric with technical expectations	length width volume form

DeKalb County School District Code of Student Conduct

2024-2025



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/dese/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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2024-2025 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.** A parent, guardian, or student that does not acknowledge receipt of the DCSD Code of Student Conduct shall not be absolved of any responsibility with respect to any information contained herein. 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 *2024-2025 DCSD Code of Student Conduct* during the 2024-2025 school year and all summer programs following the 2024-2025 school year. I further understand that I am immediately subject to the Levels of Consequences listed in the *2024-2025 DCSD Code of Student Conduct* if I am found in violation of any infraction during the 2024-2025 school year and all 2025 DeKalb County School District summer school/programs.

Consent for Student to Participate in Surveys

Each year the Georgia Department of Education conducts surveys of 3rd through 12th grade students. The topics surveyed include drugs, violence, mental health issues, driving habits, exercise and diet. The surveys are anonymous, and no personal identification is required. 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 39-40 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 ዲፓርትመንት ግምት ውስጥ ማስገባት ትርጉም ይሰጣል። የተተረጎመ ቅጂ ለማግኘት ጥያቄ ለት/ቤቱ ርእሰ መምህር ሊቀርብ ይችላል ወይም ኤሌክትሮኒክ እትም አዚህ <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 အီလက်ထရွန်းနစ်စာရင်းကို <https://www.dekalbschoolsga.org/dese/student-relations/> တွင် ရနိုင်ပါသည်။

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 uD>&h.cD;xH.uFdvD>u0DR [h.vDRw>usd;xH DeKalb uD>&h. cD;xH. uFdvD>u0DR ySRuFdzdW>od.w>oD w>bsX<Aw>oH.pl;qj;vRvXAYsRRrVd tJuvH;usdmOJRusdRA(English Learners Department) M.vDRIAw>ChxD.w>usd;xHtuGJ;'dwz.qluFdcd.ArhwRh>Aw>rRM>vXtH. vJ; }xDeH;tusdRtusJohzJ <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 गर्दछ । 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 elecktaronik 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 Aprendizajes 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 ቅዳሕ ንምርካብ ንናይ ትምህርት ቤት ርእሰ ምምህር ምውከስ ወይ ድማ ኤሌክትሮኒካዊ ግልባጥ 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. The *DCSD Code of Student Conduct* shall be available in each

school and classroom. 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 in route from school, to home, in route from a school activity, function, or event;
- When utilizing district technology resources, including but not limited to equipment, networks, virtual platforms, and software;
- When utilizing school equipment;
- 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 2024-2025 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

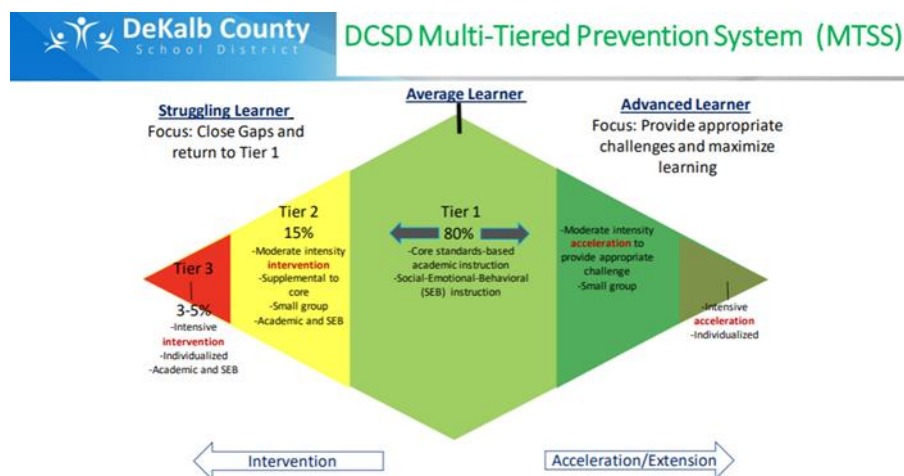
**Character Education Informational Handbook & Guide, DPI*
<https://files.nc.gov/dpi/documents/charactereducation/handbook/content2.pdf>

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

Multi-Tiered Systems of Support and Response to Intervention (RTI): What happens if a student needs help with academic and social-emotional behavior support?



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

Multi-Tiered System of Supports (MTSS) is a General Education Framework that supports ALL students. This framework integrates assessment and intervention within a school-wide, multi-level prevention system to maximize student achievement. ALL students receive support from MTSS at Tier 1. The standards-based curriculum is taught to all students. For students who need more than Tier 1 support to be successful, Tier 2 and/or Tier 3 supports are added. At Tier 2 and Tier 3, interventions are implemented to target specific skill needs or gaps. Most students master skills taught through intervention and close gaps in their learning. Supports are provided in academics, speech, writing, and/or social-emotional behavior. MTSS is intended to be fluid and flexible so that once the gaps are filled, the student may be released from the intervention and move on to other learning needs/supports. MTSS does **not** mean a child automatically qualifies for Special Education services. In fact, most students who receive support from MTSS **do not** need Special Education services. They might need help with specific skills they have struggled with or missed along their learning path.

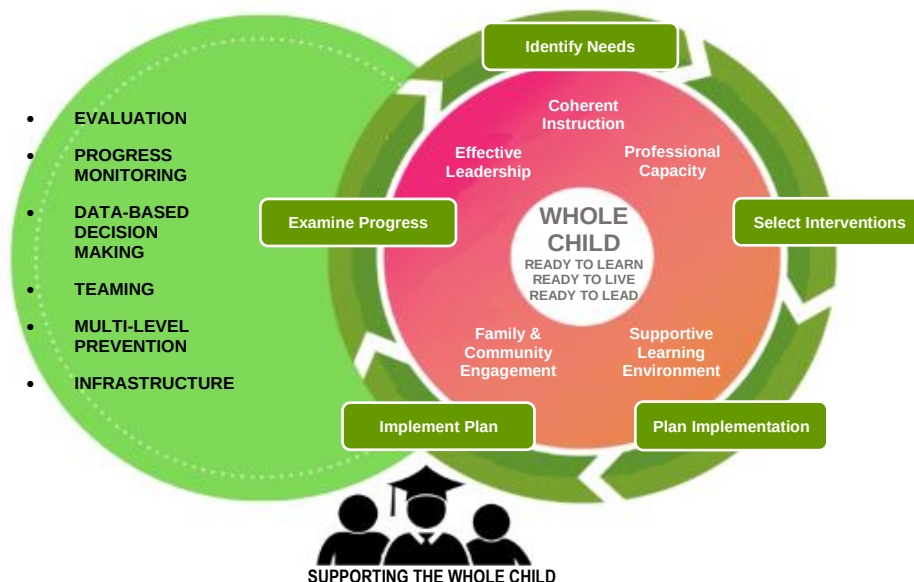
Teaching strategies and interventions used in Tiers 1-3 are General Education support; consent is **not** required. MTSS is not Special Education, 504, Gifted, or ESOL. Some students learn at a different pace or in a different way. If a student is not progressing and interventions have already been tried at Tier 3, parents or the team can request a comprehensive evaluation to determine eligibility for Special Education services.

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. MTSS integrates academics, behaviors, and wellbeing. 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, 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.

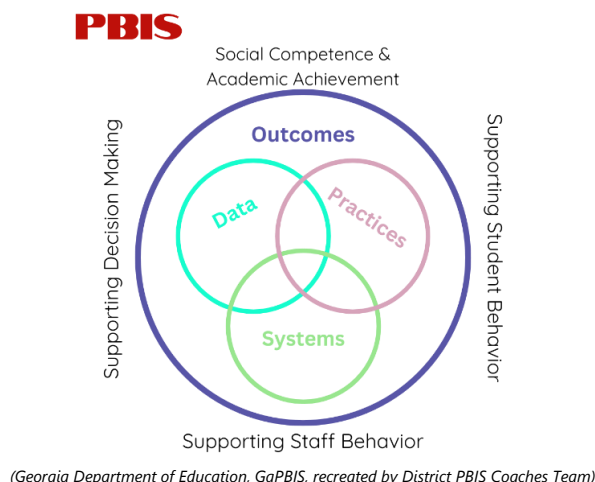
POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS (PBIS)

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 School District uses the PBIS framework ~~and~~ to guide the overall approach to discipline. However, the evidence-based application of the framework requires training teachers and staff to develop specific implementation strategies. Currently, more than 44 DeKalb County Schools, 1,400 Georgia schools, and 27,000 schools nationwide are creating a better learning environment for their students (Georgia Department of Education, GaPBIS). By implementing PBIS, schools are able to save valuable instructional hours that would have been lost due to disciplinary challenges. The implementation of PBIS in DCSD is in progress with plans to fully implement the framework in all schools. The premise of the PBIS framework includes a combination of consistent teaching and reinforcing positive behaviors to create a safe, productive, and conducive learning environment that supports student success. 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 (Center on PBIS, 2024).

The behavioral support system is provided to **ALL** students. Research states that parents report safety of their child as their main school concern (Neilsen Gatti, Stansberry-Brusnahan, & Nelson, 2007). Challenging behaviors in schools, ranging from disruptive classroom behaviors to physical violence, are safety concerns and 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 are focusing on proactive ways to define, teach, and sustain appropriate student behaviors across all school settings including the classroom, lunchroom, restrooms, hallways, playground, etc. 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. 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. (**O.C.G.A. § 20-2-735**).

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 preschool 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 a school being named as an Unsafe School according to the provisions of State Board Rule 160-4-8-.16.

Levels and Consequences Matrices

LEVEL 1	Teacher selected strategies should be 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 strategies 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 after teacher selected strategies have been utilized. Necessary strategies and positive behavioral interventions and supports will be provided through the MTSS-RTI process at Tier 1 (pages 13-14). Examples of behaviors that may impact only the student ▪ Chewing gum ▪ Tapping pencils ▪ Writing on self ▪ Writing on desk ▪ Not in seat ▪ Not prepared for class ▪ Off-tasks behaviors ▪ Drawing instead of working ▪ Tardy to class ▪ Criticizing teacher one on one ▪ Whining ▪ Wearing a hat in school, minor deviation from dress code ▪ Eating food when not allowed Strategies for Managing Behaviors: Conference with student and other individuals as needed; Build relationships that support academic achievement; Discussion about expectations; Review classroom procedures and expectations; Eye contact; Proximity; High levels of supervision; Verbal warning; and Pre-teaching of expectations. Disciplinary Options may include, but are not limited to: 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 83-89.

LEVEL 2	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 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). 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. <i>Examples of behaviors that interfere with the learning of others:</i> ▪ Touching ▪ Poking ▪ Standing on furniture ▪ Constant talking ▪ Out of seat and interfering with others learning ▪ Inappropriate chair manners ▪ Consistently not following directions ▪ Unauthorized electronic device usage including, but not limited to cell phones and iPads/tablets ▪ Running away and leaving the classroom ▪ Throwing items in classroom ▪ Disrespectful language to adult ▪ Yelling at teacher ▪ Moving or kicking furniture in an angry way/tantrum ▪ Bus misbehavior ▪ Gambling ▪ Dress code violations that noticeably affect safety or respect for self and others Strategies for Managing Behaviors: Build relationships that support academic achievement; Discussion about expectations; Review classroom procedures and expectations; Eye contact; Proximity; High levels of supervision; Verbal warning; Pre-teaching of expectations; Mentoring; Consultation with grade level teams/school counselor/school psychologist for classroom/individual behavior management ideas; Restorative practices; Teach Pro-Social behaviors; and Use of safe place for students to retreat to help self-regulate. Disciplinary Options may include, 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 83-89.

LEVEL 3	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 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). 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. <i>Examples of behaviors that affect an orderly environment:</i> ▪ Any level 1 or 2 that takes excessive teacher time and takes away from student learning. ▪ Talking back to adult ▪ Throwing items in classroom at others ▪ Lying ▪ Cheating ▪ Forgery ▪ Fighting (Simple Battery) ▪ Inappropriate language ▪ Pushing ▪ School disturbance ▪ Bullying, Harassment, Hazing ▪ Disrespect to peers/adults ▪ Leaving room without permission ▪ Banging on window ▪ Vandalizing school property ▪ Unauthorized electronic device usage including but not limited to cell phones and iPods ▪ Conduct outside of school hours or away from school ▪ Unsafe action ▪ Dress code violations that noticeably affect safety or respect for self and others 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. 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 83-89.

LEVEL 4	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. 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). If students have accumulated 2-4 out of school suspensions or an accumulation of 5 or more out of school suspension days, a Tier 2 behavior support plan should be created, implemented, and documented with fidelity. If the student accumulates 5 or more suspensions, a Tier 3 plan should be created, implemented, and documented with fidelity (pages 13-14). Certain Level 4 violations may be elevated to Level 5 violations or higher based on the severity or context of the misconduct. <i>Examples of behaviors that affect an orderly environment:</i> ▪ Any level 1, 2 or 3 behavior that takes excessive teacher time and takes away from student learning. ▪ Talking back to adult ▪ Throwing items in classroom at others ▪ Lying ▪ Cheating ▪ Forgery ▪ Fighting (Simple Battery) ▪ Inappropriate language ▪ School disturbance ▪ Bullying, Harassment, Hazing ▪ Disrespect to peers/adults ▪ Leaving room without permission ▪ Banging on window ▪ Vandalizing school property ▪ Unauthorized electronic device usage including but not limited to cell phones and iPods ▪ Conduct outside of school hours or away from school ▪ Unsafe action ▪ Dress code violations that noticeably affect safety or respect for self and others 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 83-89.

LEVEL 5	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. 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). 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. Examples of Harmful and Illegal Behaviors: ▪ Intentional/Unintentional Violence against school employees ▪ Stealing ▪ Fighting (Simple Battery) ▪ Battery ▪ Drugs ▪ Weapons ▪ School disturbance ▪ Biting ▪ Bullying, Harassment, Hazing ▪ Throwing furniture or other objects ▪ Stealing ▪ Threatening to do injury to person or property ▪ Sexual harassment ▪ Sexual behaviors ▪ Alcohol Disciplinary Options must include: School-based review of previous strategies and interventions implemented; Participation in GRIP Program (Growing Responsibly, Increasing Possibilities). Consequence: Suspension for 6-10 days with a Probationary Contract. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 83-89.
LEVEL 6	Level 6 violations include infractions which are of a serious and aggravated nature such that the student shall be removed from class and will be subject to a required 10-day suspension served by the student and a District due process hearing that may result in additional consequences, to include, but not limited to, additional suspension, in-school suspension, social restriction, community service and assignment to an identified program or alternative school. The Department of Public Safety, Social Worker, and other outside law enforcement or other agencies may investigate 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). Examples of Harmful and Illegal Behaviors: ▪ Intentional/Unintentional Violence against school employees ▪ Stealing ▪ Fighting (Simple Battery) ▪ Battery ▪ Aggravated Assault ▪ Aggravated Battery ▪ Bystander Battery ▪ Drugs ▪ Weapons ▪ School disturbance ▪ Biting ▪ Bullying, Harassment, Hazing ▪ Throwing furniture or other objects ▪ Threatening to do injury to person or property ▪ Sexual harassment ▪ Sexual behaviors ▪ Alcohol Consequence: Long-Term Suspension. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 83-89.

LEVEL 7	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 (pages 13-14). <i>Examples of Harmful and Illegal Behaviors:</i> ▪ Intentional/Unintentional Violence against school employees ▪ Stealing ▪ Fighting (Simple Battery) ▪ Battery ▪ Aggravated Assault ▪ Aggravated Battery ▪ Bystander Battery ▪ Drugs ▪ Weapons ▪ School disturbance ▪ Biting ▪ Bullying, Harassment, Hazing ▪ Throwing furniture or other objects ▪ Threatening to do injury to person or property ▪ Sexual harassment ▪ Sexual behaviors ▪ Alcohol Consequence: Expulsion. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 83-89.

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

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. Students will NOT be suspended for attendance-related infractions.							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS		For guidance, contact the Social Worker
10-Skipping Class/Required Activities	●	●	●	●	●					For guidance, contact the Social Worker
11-Classroom Disturbance		●	●	●	●					
12-General School Disturbance/Threats/Intimidation/Gang Related Activities			●	●	●			Incident Report		SRO as appropriate
13-Profanity/Obscenity	●	●	●	●	●					
14-Failure to Accept Disciplinary Action		●	●	●	●					
15-Chronic Tardiness	Follow Attendance Protocol on page 41. Students will NOT be suspended for attendance-related infractions.							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS		For guidance, contact the Social Worker
16-Bus Misbehavior	●	●	●	●	●					
17-Conduct Outside School Hours/Away from School Contact Student Relations Prior to Submitting Charge				●	●	●	●			Student Relations
18-Gambling		●	●	●	●					
19-Repeated Violations										
19a-Repeated Violations/Chronic Misbehavior			●	●	●			Resource Referral		
19b-Violation of 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

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

MIDDLE/HIGH MATRIX	Level of Consequences							Report	School Official to Contact
Offense/Violation	1	2	3	4	5	6	7		
9-Unexcused Absences/Tuancy	Follow Attendance Protocol on page 37-38. Students will NOT be suspended for attendance-related infractions.							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS	For guidance, contact the Social Worker
10-Skipping Class/Required Activities	●	●	●	●	●				For guidance, contact the Social Worker
11-Classroom Disturbance		●	●	●	●	●	●		
12-General School Disturbance/Threats/Intimidation/Gang Related Activities			●	●	●	●	●	Incident Report	SRO as appropriate
13-Profanity/Obscenity		●	●	●	●	●	●		
14-Failure to Accept Disciplinary Action		●	●	●	●	●	●		
15-Chronic Tardiness	Follow Attendance Protocol on page 41. Students will NOT be suspended for attendance-related infractions.							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS	For guidance, contact the Social Worker
16-Bus Misbehavior	●	●	●	●	●	●	●		
17-Conduct Outside School Hours/Away from School Contact Student Relations Prior to Submitting Violation					●	●	●		Student Relations
18-Gambling		●	●	●	●	●	●		
19a-Repeated Violations/Chronic Misbehavior			●	●	●	●	●	Resource Referral	
19b-Violation of 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 47 and 80
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 preschool 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 property owned, leased, rented, or chartered by the School District; in any vehicle owned/leased, rented, or chartered by the School District; 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. (U.S. Centers for Disease Control and Prevention).

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) program at 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 may result in confiscation of the device. Moreover, the confiscated device will be returned only to the parent/guardian. The school is not responsible for personal electronic devices on school property or at school sponsored events. Electronic devices may be confiscated by the school administrator or designee for unapproved use on school property or at school sponsored events, including the following:

- (a) Purposely look for security problems, attempt to disrupt school technology resources, or engage in any activity that monopolizes or compromises school technology resources;
- (b) Copying computer programs, software or other technology provided by the District for personal use; download unauthorized files; or use school technology resources for personal gain or private business enterprises;
- (c) Attempting to, 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:

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

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. (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, or plastic disposable razor or sling shot.

Dangerous Instruments/Unauthorized Items

Students shall not possess ammunition, BBs, paint pellets, CO₂ 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, or any other instruments/items that may be 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.

Students will not use, possess, or handle water pistols, other instruments that project water or other liquids, toy guns or any “look-alike”, projectile instruments, 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 pursuant to O.C.G.A. § 20-2-150. (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. A student who is reasonably believed to be in violation of O.C.G.A. § 16-13-30, shall be reported pursuant to O.C.G.A. § 20-2-1184.

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

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

Prescribed Medications

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

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

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

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

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

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 4 - Suspension 1-5 days
Maximum:	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.

ELEMENTARY SCHOOL CONSEQUENCES:	
Minimum:	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 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.	

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

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.

ELEMENTARY SCHOOL CONSEQUENCES:	
Minimum:	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 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.	

NOTE: The student must make restitution for any loss or associated damage of school, district or personal property caused by his/her behavior. 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.

ELEMENTARY SCHOOL CONSEQUENCES:	
Minimum:	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 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.	

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.

ELEMENTARY SCHOOL CONSEQUENCES:	
Minimum:	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 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.	

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.

ELEMENTARY SCHOOL CONSEQUENCES:	
Minimum:	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 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.	

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.

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 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.	

D. Aggravated Assault

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

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

E. Aggravated Battery

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

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

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

F. Bystander Battery

A student who does not start a fight but becomes involved in it will be charged with 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. 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.**

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

G. Bullying/harassment/hazing

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

Bullying/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 or otherwise substantially infringing upon the rights of a student;
 - (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.

Except as provided in state law, bullying applies to acts which occur on school property, on school vehicles, at designated school bus stops, or at school related functions or activities, including, but not limited to, extracurricular 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. This includes acts of cyberbullying that originate on school property or involve the use of school equipment, district technology, technology related devices, servers, virtual platforms, or any other device or service owned, operated, or leased by the School District. Cyberbullying also includes, but is not limited to, acts that occur within a school sponsored online activity.

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 means bullying that involves the use of electronic communication, including, but not limited to, communication devices and services, including, but not limited to, cellular telephones, cameras, computers, social media platforms, text messages, chat platforms, and internet sites. Electronic communication means, 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, photoelectric, or photo-optical system. Such term shall include photographs and video and audio recordings.

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.

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 72-75 and pages 93-94.

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 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.	

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.

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

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.)

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

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.

Number of Absences	ACTION	
1-2	The teacher will notify the parent/guardian via phone, text, email of student absences and document the outcome in Infinite Campus Teacher Contact Log. Upon the students return to school, an excuse note (either handwritten or via email) should be submitted to the school's front office/registrar for elementary students or the school's front office/attendance secretary for middle and high school students.	
3	A member of the School's Attendance Team (SAT) or Principal's designee will send an attendance warning letter, email, newsletter, or call the parent/guardian informing them of their child's absence or implement a school wide attendance initiative and document in Infinite Campus Teacher Contact Log. Members of the SAT could include: the Attendance Protocol Manager (APM), Attendance Specialist, Assistant Principal, Teacher, Parent Liaison, Secretary, Registrar, School Counselor and or School Social Worker.	
4 - 5	A member of the SAT or Principal's designee will complete a student interview, parent conference (via phone, in person, or online) and complete an attendance intervention summary and document the outcome in Infinite Campus Teacher Contact Log. After five unexcused absences, the APM or Principal's designee will notify the parent/guardian of the consequences of continued absences and that each subsequent absence will constitute a separate offense. After two reasonable attempts of notifying parent/guardian, the APM or Principal's designee shall send a notice to the parent/guardian by certified mail, return receipt requested or first-class mail.	
6	The APM or Principal's designee will send a six-day unexcused attendance letter to the parent/guardian, informing them of the consequences of continued absences, and document in Infinite Campus Teacher Contact Log.	
8	An Infinite Campus referral will be submitted to the School Social Worker. When a referral is submitted, the Social Worker may complete the following interventions and will document the interventions in Infinite Campus: phone call, email, letter, student/parent/guardian conference, DFACS, Solicitor General, and or Juvenile Court referral.	

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.

ELEMENTARY SCHOOL CONSEQUENCES:	
Minimum:	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 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.	

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, but are not limited to, 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.

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 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.	

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.

ELEMENTARY 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 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.	

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.

ELEMENTARY SCHOOL CONSEQUENCES:	
Minimum:	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 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.	

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 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 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.

ELEMENTARY 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.

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.

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 58-59.

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.

ELEMENTARY CONSEQUENCES:	
Minimum:	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 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.	

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.

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 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.****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.

ELEMENTARY/MIDDLE/HIGH 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.****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.**

HIGH SCHOOL CONSEQUENCES:**Minimum:** 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.**

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. Students who are on out of school suspension are not authorized to enter any school or district building without authorization. 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.

ELEMENTARY 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 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.

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.**

ELEMENTARY 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 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.

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 your local school: <https://www.dekalbschoolsga.org/hr/employee-relations/> and by emailing titleixcoordinator@dekalbschoolsga.org.

A. General Sexual Misconduct

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

B. Sexual Harassment

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

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

C. Sexual Assault or Battery

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

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 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 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.

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.

ELEMENTARY CONSEQUENCES:

Minimum: Level 1 - Conference

Level 2 - Strategies (see pages 51-52)

Maximum: Level 3 - In-School Suspension of 1-3 days

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

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
First Offense	Verbal reprimand; parent contacted to bring suitable clothing or student may change into other suitable clothing if available.
Second Offense	Required parent conference; parent must bring suitable clothing or student may change into other suitable clothing if available.
Third Offense	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

BUS	BE SAFE	BE RESPONSIBLE	BE RESPECTFUL
Waiting for the Bus 	Stand 12 ft. away from the road on the sidewalk Be watchful of traffic Wait for Driver directions	Arrive 10 minutes early Line up appropriately Wait in a quiet and orderly manner	Keep hands, feet and objects to self and out of aisle Stay off private property
Entering the Bus 	Allow bus to stop completely Board bus in an orderly manner Hold the handrail	Be seated quickly and slide over Remain seated	Greet the bus driver Be respectful of others and their property Use inside voice
Riding the Bus 	Stay seated at all times Keep aisles and emergency exits clear Keep self and objects inside the bus Silence at railroad crossings	Keep food and drink in your bag Keep bus clean Follow Driver directions Practice orderly conduct	Keep hands, feet and objects to self and out of aisle Ask permission to open windows Use appropriate language and topics Use inside voice
Exiting the Bus 	Remain seated until bus stops Leave bus in an orderly manner Cross in front of bus Hold the handrail	Leave at your assigned bus stop Take belongings with you Leave the bus stop in an orderly manner	Keep arm's length between you and person in front of you
Evacuation of the Bus 	Stay quiet Listen for directions from Driver Leave belongings on bus	Follow Driver directions 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

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

***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 students 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.

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

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

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

In compliance with O.C.G.A. § 20-2-754, students will be provided with access to appropriate grade level instructional materials during suspension pending a District Due Process Hearing. 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 to 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 or school-sponsored activities while attending an alternative school pursuant to a disciplinary decision.**

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) may be held. A DTM consists of the principal/designee, the student behavioral specialist and/or

another representative from the system office of student discipline, and the parent/guardian, and student where practicable. The DTM 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 delays. Parents/guardians and attorneys must request hearing evidence through the local school and the Department of Student Relations respectively.

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.
2. The school administrative staff should investigate the situation and determine appropriate next steps per the Student Code of Conduct.
 - A. **If additional guidance is needed the local school principal or designee should contact the Special Education Coordinator/504 Coordinator.**
3. The Special Education teacher(s), the IEP case manager or the Section 504 chairperson is notified of the occurrence.

4. If it is determined that the behavior is not a manifestation of 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.**

DISCIPLINE PROTECTIONS FOR STUDENTS NOT DETERMINED ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES (i.e., SECTION 504)

A student who has not been determined to be eligible for special education and related services (Section 504) and who has engaged in behavior that violated the code of student conduct, may assert any of the protections provided for students with disabilities, if the DeKalb County School District **had prior knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred.**

The DeKalb County School District must be deemed to have knowledge that a student is a student with a disability, if before the behavior that precipitated the disciplinary action occurred, if:

- The parent of the student expressed concerns in writing to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the student, that the student is in need of special education and related services.
- The parent of the student requested an evaluation to determine if their child qualifies as a student with a disability.
- The teacher of the student, or other personnel of the school district, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education of the school district or to other supervisory personnel of the school district.

A thorough review of the student's educational records is required to determine if any of the above noted areas have occurred. If one of these areas have been identified, then a manifestation determination review meeting is required within 10 days of the behavior incident. If the student has been referred for a District Due Process Hearing (DDPH), then the documented result of the manifestation determination review meeting must be received by the Department of Student Relations within 10 days of the behavior incident.

EXCEPTIONS

The DeKalb County School District **would not be deemed** to have knowledge that the student was a student with a disability, if:

- The parent of the child has not allowed the school district to conduct an initial evaluation to determine if a child qualifies as a child with a disability.
- The parent has refused special education and/or Section 504 support services
- The student has been evaluated by the school district and determined to not be a student with a disability.

Please contact the district's Section 504 Coordinator(s) regarding the facilitation of the manifestation determination review meeting(s) under this section.

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. The Family Policy Compliance Office website address is: www.ed.gov/fpc.

TITLE IX FEDERAL REGULATION COMPLIANCE

SEXUAL HARASSMENT AND SEX-BASED DISCRIMINATION

Pursuant to federal and state laws, students are entitled to a Complaint Procedure to address allegations of discrimination and harassment. Accordingly, the District has established procedures for resolving 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 harassment and bullying, that do not fall within Title IX, should be reported in compliance with the procedures listed on pgs. 72-75 in the section entitled, SUPPLEMENTAL SAFETY AND DISCIPLINE INFORMATION - BULLYING, HARASSMENT, AND HAZING.

Students should immediately notify a school employee, administrator, or counselor at the school, center or school event, of an sexual harassment and/or sex-based discrimination. A student may also contact the District's **Title IX Coordinator by mail at 1701 Mountain Industrial Blvd., Stone Mountain, Georgia 30083 or by dialing 678-676-0503**. The school administrator and the Title IX Coordinator will 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.

The District's Policy regarding student Title IX complaints is Board Policy JCAC: Sexual Harassment of Students and Administrative Regulation JCAC(R)(1): Sexual Harassment of Students addresses student Title IX complaints. Title IX grievance procedures are also available at your local school and at: <https://www.dekalbschoolsga.org/hr/employee-relations/>. Board Policy JCAC: Sexual Harassment of Students, Administrative Regulation JCAC(R)(1): Sexual Harassment of Students, and other Title IX procedures are subject to change to maintain compliance with Federal laws, policies, and regulations.

Pursuant to 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.

Additionally, 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 notification process is listed as follows:

- (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 system 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 or administrator receiving a report of sexual abuse or sexual misconduct of a 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, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused. The report should be made by telephone and followed by a written report in writing, if requested, to a child welfare agency providing protective services, as designated by the Department of Human Resources, 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 or 20-2-1184 shall be investigated immediately by school or system personnel. 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 superintendent and the Professional Standards Commission Ethics Division.

GENDER EQUITY IN SPORTS

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 the Title IX federal regulations and/or O.C.G.A. § 20-2-315 (Gender Equity in Sports Act) may file a complaint by contacting the District's Title IX Coordinator via mail or in person at 1701 Mountain Industrial Blvd., Stone Mountain, Georgia 30083 or by dialing 678-676-0105.

The 2024-2025 Code of Student Conduct reflects the most recent Title IX federal regulations. This section is subject to change to maintain compliance with Federal laws, policies, and regulations.

SUPPLEMENTAL SAFETY AND DISCIPLINE INFORMATION

BULLYING, HARASSMENT, AND HAZING

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 JCDAG and this accompanying regulation may be subject to disciplinary action, up to including termination of employment.

D. Responding to Incidents of Bullying/Harassment/Hazing

School officials are expected to intervene immediately when they see a bullying/harassment/hazing incident occur or upon receipt of any report of bullying/harassment/hazing. The following actions will be taken when bullying/harassment/hazing is reported.

1. **Investigation** – Upon receipt of any report of bullying/harassment/hazing, the principal or designee will direct an immediate investigation involving appropriate personnel. The investigation should begin no later than the following school day. The investigation shall include interviewing the alleged perpetrator(s), victim(s), identified witnesses, teacher(s), and staff members and reviewing video surveillance, if available. School counselors, school social workers, and other support staff should be utilized for their expertise as determined by the circumstances of the matter. The school shall keep confidential the results of the investigation, except with respect to the District's notification, reporting, or other legal obligations.
2. **Notification** – At an appropriate time during or after the investigation of a report, the parent or guardian of both the accused and the victim must be notified, but no later than three (3) days after completion of the investigation. If the incident involves an injury or similar situation, appropriate medical attention should be provided, and the parent or guardian should be notified immediately.
At the conclusion of the investigation, both the victim and the offending student must be notified of the results of the investigation. Victims may request information about the sanction imposed upon a student who was found to have engaged in harassment when the sanction directly relates to the victim. This includes an order that the harasser stay away from the harassed student, or that the harasser is prohibited from attending school for a period of time, or transferred to other classes. Schools will not disclose any other information in the offending student's "education record," including information about sanctions that do not relate to the harassed student.
3. **Interim Measures** – The school will take steps to protect the complainant as necessary, including taking interim steps before the final outcome of the investigation.
4. **Disciplinary Action** – Upon a finding of guilt, a student who has committed the offense of bullying/harassment/hazing will be given an age-appropriate consequence which shall include, at minimum and without limitation, counseling, disciplinary action or other consequence as appropriate under the circumstances. Disciplinary action after the first incident of bullying/harassment/hazing may include but is not limited to the following:
 - 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 (**Growing Responsibly, Increasing Possibilities**) is a substance abuse and conflict resolution education program that is provided for first-time violators of the Drug/Substance offenses (possession or use) in this *DCSD Code of Student Conduct*. Violators of offense #5a (distribution/sale/intent), or students charged with felony possessions or multiple offenses are not eligible, unless otherwise indicated by the Hearing Officer or the DeKalb Board of Education. Additionally, GRIP helps students resolve conflict, cope with peer pressure, manage anger, and communicate with others. Students who have been involved in a fight may be referred to GRIP. GRIP is offered on Saturdays to 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 Analyst 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.

DeKalb County School District Dress Code The Dress Code is enforced at all school district sponsored events.	
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.	
All Students Must	All Students Must Not
• Wear suitable clothing that maintains a safe and orderly environment promoting respect, care for self, and others. • Wear a shirt of opaque (non-see through) fabric that covers all undergarments including during any movement while sitting or standing. • Wear bottoms of opaque (non-see through) fabric that covers all undergarments including during any movement while sitting or standing. • Wear clothing that corresponds with the demands and purpose of the activity in which the student participates. • Wear protective clothing, headgear, eyewear, etc. required for specific programs, classes, or activities. • Wear shoes at all times. Footwear that interferes with freedom, movement, or safety are prohibited.	• Wear pajamas, pajama shirts, bottoms, or sleepwear of any kind. • Wear house shoes, bedroom slippers of any kind, or footwear that interferes with freedom, movement, or safety. • Wear headgear of any kind (religious practices, medical conditions, disabilities, specific school activities are excluded). • 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. • 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. • 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.

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
Eagle Woods Academy
5931 Shadow Rock Dr. Lithonia, GA 30058
(678) 676-1898
watina_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 the child’s 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 and select *Offices & Divisions*, then *Curriculum & Instruction*, then *Special Education Services and Supports*. You will then look under *Dispute Resolution* or *Family Engagement Information & Resources* to find Parent Rights. The full version of these rights is available in multiple languages and is also presented in video format. This table represents a condensed guide to parental procedural safeguards. To view a complete listing of Parental Rights under IDEA, contact your student's case manager or visit: <https://www.gadoe.org/Curriculum-Instruction-and-Assessment/Special-Education-Services/Documents/Parents%20Rights/Parents%20Rights%20Sample%201%20updated%20032420.pdf> .

RECORDS: ➤ You have a right to inspect and review your child's education records. ➤ You may also have the records interpreted or explained to you. ➤ You may request to have something in the record changed or removed if you feel it is inaccurate, misleading, or violates the privacy or other rights of your child. ➤ You have the right to add information, comments, data or any other relevant written material to your child's record. ➤ You may ask for and receive copies of the Individualized Education Program (IEP) and/or any of your child's records. The school district may charge a fee for the copies but may not charge a fee for searching for and retrieving documents. ➤ With your written permission, you may have a person acting on your behalf inspect and review the records.	EVALUATION PROCEDURES: ➤ Your child has the right to a full and complete evaluation to determine if they have a disability and needs special education and/or related services. ➤ You have the right to have your child assessed in all areas of the suspected disability. ➤ The school district must test your child according to procedures outlined in the IDEA and Georgia Special Education Rules. ➤ Evaluations must consist of more than one test, and those tests must be given in the language that the child normally uses, unless the parent and school agree otherwise, and at least once every three years. ➤ You will be involved in the decision about eligibility and what programs and services your child needs during the re-evaluation.
CONFIDENTIALITY OF INFORMATION: ➤ Your child's educational records are private. ➤ You can ask to have copies of only your child's records. ➤ School employees involved with your child may see your child's records and do not require your permission. ➤ No one else may see the results of your child's records without your permission.	LEAST RESTRICTIVE ENVIRONMENT: ➤ 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. ➤ School district personnel must make accommodations and modifications so that your child can participate in all school programs and activities to the greatest extent appropriate.
INDEPENDENT EVALUATION: ➤ 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. ➤ <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.	SURROGATE PARENTS: ➤ When the school cannot find the child's parents, or 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. ➤ Surrogate parents will receive special training and will act as the parent by giving consent and participating in IEP/other meetings.

➤ The school district must consider the results of an independent evaluator. ➤ The IEP team may use the results of the test to determine if your child has a disability or needs special education.	➤ The surrogate parent has the same rights and responsibilities as a parent in special education in matters relating to a student.
NOTICE/PARENT PARTICIPATION: ➤ You must be notified of your parental rights. ➤ You must be invited to attend meetings about your child such as eligibility, reevaluation, or IEP meetings. ➤ You are to receive copies of all documents about your child's education program and can have them explained to you. ➤ Copies can be in your native language, Braille, or explained in sign language. If needed, the school district will provide a translator or interpreter. ➤ You must be given opportunities to participate in any decision-making meeting regarding your child's special education. ➤ You must be invited to any meeting that is held to discuss your child's disability, evaluations, re-evaluations, placement of your child, and his/her IEP and its contents. ➤ You are entitled to have IEP meetings held at a time and place mutually convenient to you and other members of the IEP Team. ➤ You have the right to excuse or not to excuse a member of your child's IEP Team from attending an IEP meeting. The school district cannot excuse a required member without your permission. ➤ You are entitled to written notice within a reasonable time of when the District proposes or refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of free appropriate public education to the child.	COMPLAINTS, MEDIATION, HEARINGS: ➤ 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. ➤ The school system can also ask for mediation or a due process hearing. ➤ The parent and the school system must both agree to try mediation before mediation will be scheduled. ➤ When you request a due process hearing, you have the right to participate in a resolution session that provides an opportunity 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. ➤ 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. ➤ 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.
CONSENT: ➤ The school cannot test/evaluate or re-evaluate your child without your permission/consent. ➤ The school cannot place your child in special education without your permission/consent. ➤ The school district cannot release your child's records without your permission/consent except to certain individuals identified in law. ➤ You have the right to <u>not</u> give your permission/consent. ➤ 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	DISCIPLINE PROCEDURES AND RIGHTS: ➤ 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. ➤ Schools may remove students to alternative programs when there is a potential danger to the child, students, or school personnel. ➤ Regardless of the setting, the school district must continue to provide a free appropriate public education for your child. ➤ The setting must enable your child to continue to receive services that will allow them to meet the goals and objectives in their IEP.

means your child will no longer receive any special education services.	➤ Disciplinary actions occur for violations involving drugs, alcohol, weapons, or other school rules violations. ➤ These rights protect you, your child, and the school system.
PRIVATE SCHOOL PLACEMENT: ➤ If you decide to place your child in a private school, you must inform school officials in writing at least ten (10) business days prior to removing the child from public school. ➤ 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.	CONTACTS: ➤ When you have concerns about your child's education, it is important to tell the school principal or special education director. ➤ If you need further help, there are parent or advocacy groups from whom you may obtain help. Ask the school for information 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 www.p2pga.org. ➤ 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 www.gadoe.org to help find other helpful resources.

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** uphold academic integrity while using the internet system.
- Students **will** report suspicions of internet misuse including but not limited, to cyberbullying, malicious software, harmful content, and pornography to school staff,
- 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 device/instrument with a virus or malicious software.
- 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 **will not use the internet system** to violate any code of conduct provisions.

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. See DCSD Policies IFBGB, IFBG, and IFBG-E(1).

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.

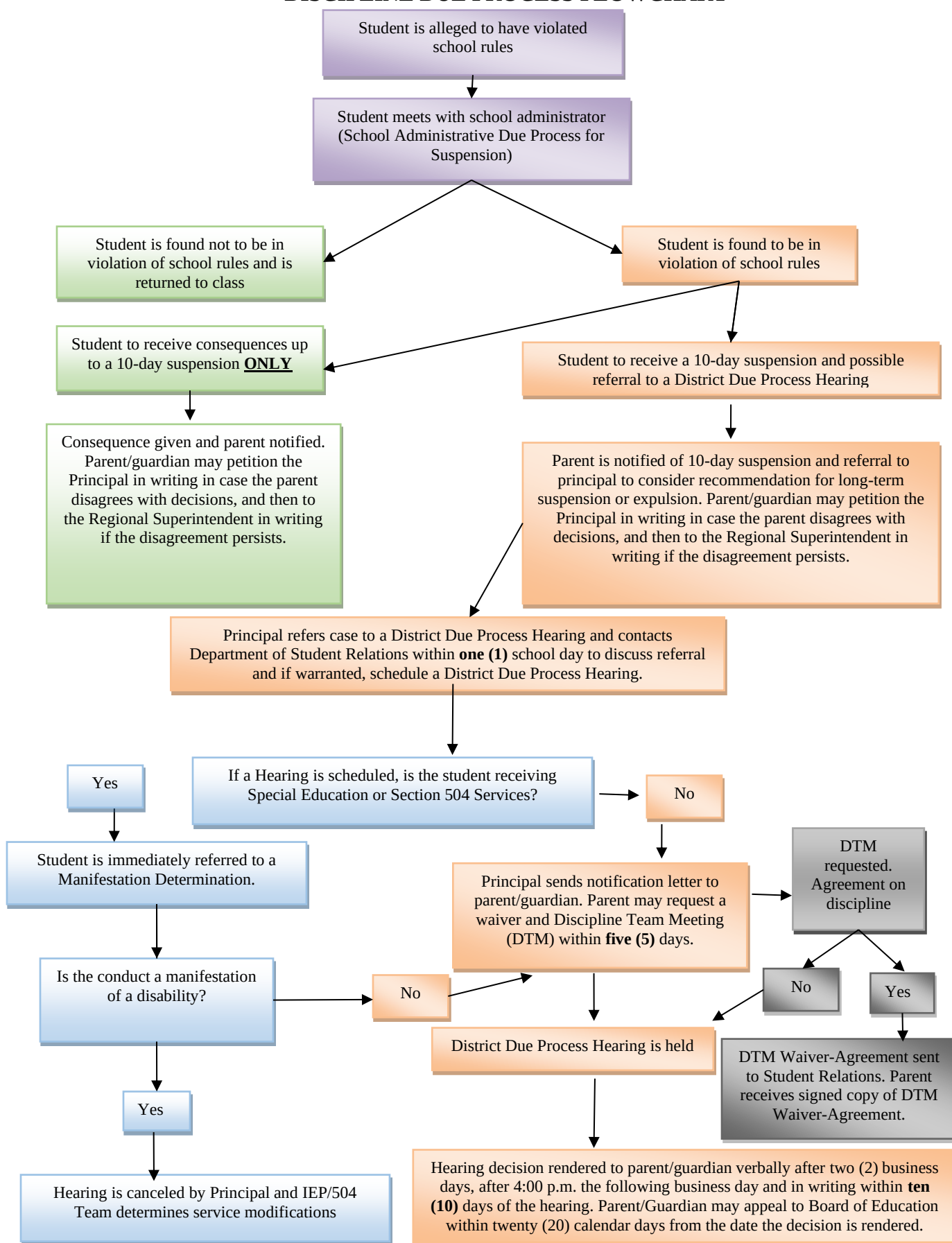
If you wish to request information concerning your child's teacher's and/ or paraprofessional's qualifications, please contact the school principal.

NON-DISCRIMINATION STATEMENT

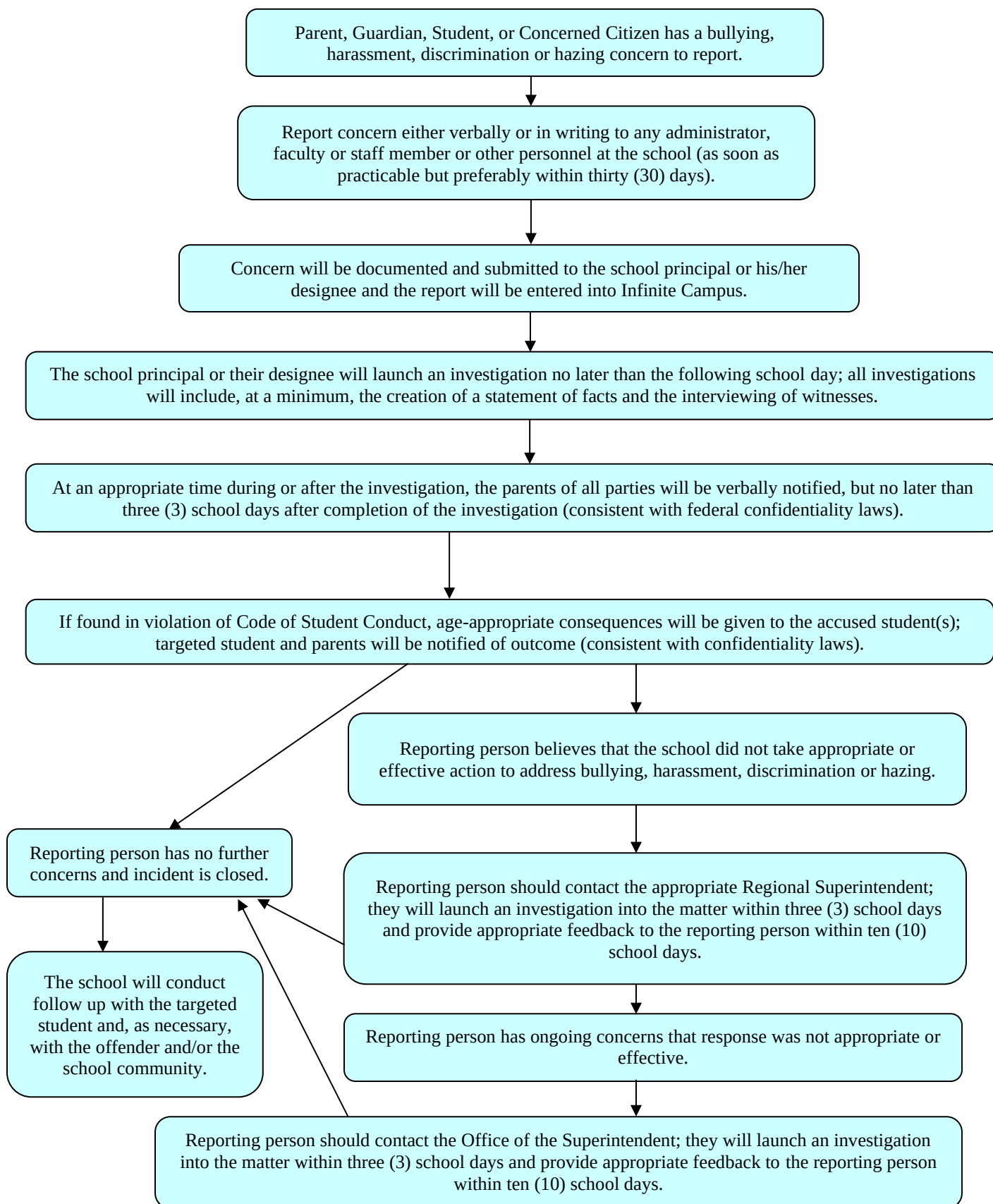
The DeKalb County School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following department has been designated to handle inquiries regarding the non-discrimination policies:

DeKalb County School District
Office of Legal Affairs
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083
678-676-0503

DISCIPLINE DUE PROCESS FLOWCHART



2024-2025
BULLYING/HARASSMENT/HAZING REPORTING FLOWCHART



2024-2025

Bullying/Harassment/Discrimination/Hazing Report Form**This form is available at 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



“As the significant adult in the child’s life while in school, teachers certainly have some degree of responsibility in maintaining discipline. Effective teaching cannot take place without discipline. However, the foundation for discipline begins at home. When teachers report a discipline problem, parents or guardians should talk to their children and to the teachers to work out a solution together.

The purpose of discipline should be to guide children toward acceptable behavior and to teach them to make wise and responsible decisions. Discipline helps children learn to think in an orderly fashion and to understand the logical consequences of their actions.”

-National PTA

WRITTEN COMMENTS, SUGGESTIONS, OR RECOMMENDATIONS ABOUT THE CONTENTS OF THE CODE OF STUDENT CONDUCT ARE 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.

Student Discipline Policy

Safety, order, and student discipline will be fundamental to learning at PATH Academy. While students need a challenging curriculum, dedicated teachers, and proper materials, they must also have a secure learning environment where they feel safe. PATH Academy adopts the DeKalb County School District's Student Code of Conduct- Students Rights and Responsibilities and Character Development Handbook as the school's discipline policy. Our assistant principal has attended and will continue to attend all trainings conducted by the DCSD Department of School Discipline and Safety. PATH Academy will report its daily attendance and disciplinary incidents to DeKalb County School District using the standard, approved methods of reporting and data collection originated by DCSD. In using DCSD's Code of Student Conduct PATH in regard to the student discipline PATH Academy will adhere to the following:

- Ensure that your school is recording all DeKalb students' disciplinary infractions in Infinite Campus;
- Ensure that the student is receiving due process, when needed; and/or
- Be cognizant of the ramifications of the consequence provided: 1) Constitutional/Due process rights, 2) Civil Rights & non-discriminatory impact, and/or 3) Special Education Rights- i.e. manifestation hearing and days of OSS.

Suspension and Expulsion

PATH Academy will follow the rules and regulations stated in DeKalb County School District's Code of Student Conduct ~ Rights and Responsibilities and Character Development Handbook and all due processes established by the DeKalb County School System will be followed. The school will follow the procedural rules normally used in DeKalb County schools concerning grievances and complaints from students and parents. All suspensions, expulsions, and alternative instruction must be in accordance with DeKalb County School Board Rules, the State School Safety Plan, Federal Law (PL94-142) and 34 C.F.R. Part 300. PATH administrators have been trained in all aspects of discipline and safety by the DCSD School Discipline and Safety Department.

In addition, PATH Academy will use the discipline forms generated by DCSD. Consistency in open communication with parents is the key to our schools' safe and productive environment. At the beginning of the school year parents are asked to attend an orientation of the school discipline protocol. Training classes in effective parenting and parent support groups are also regularly provided at the school. PATH Academy has a full-time counselor, and a bilingual parent/school liaison to provide assistance to students and parents. Thus, parents, teachers, administrators, and support staff work as a team to develop the whole child. Our assistant principal is assigned the task of developing student growth both academically and emotionally.

In-class and school disciplinary actions will include, but are not limited to:

- deduction of dollars from school paychecks
 - additional assignments to be completed at home and/or at school
 - detention after school
 - mandatory homework/study hall after school
 - time-out
 - loss of incentives and school trips
-

Students with Disabilities

PATH Academy will meet the federal due process requirements for students with disabilities, or students believed to have a disability, who are suspended or removed for disciplinary reasons. PATH Academy will use the guidelines published in the District's Student Disciplinary Procedures and Character Development Handbook, which state clearly the discipline provisions for special education students or students covered under 504. The most important part of the discipline provision is that the District Due Process Hearing cannot take place until a Manifestation/Determination meeting is conducted. The parents need to be notified immediately by telephone, if possible, and to receive written notice within 24 hours of a proposed suspension of five school days or less. The notice should describe the incident, proposed suspension and the child's rights. The parents also have the right to request an informal conference with the school principal prior to the suspension unless the child's presence in school poses a danger.

BOARD CHAIR
Bonnie Birrell

CEO/PRINCIPAL
CRYSTAL FELIX-CLARKE



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W: PATHACADEMY.ORG

DeKalb Path Academy

Employee/Grievant GRIEVANCE PURPOSE, COMPLAINTS, and GRIEVANCE POLICY

GRIEVANCE PURPOSE, COMPLAINTS, AND DEFINITIONS

All Employees/Grievants shall have the right to present and resolve complaints about some issues affecting the employment relationship at the lowest organizational level possible. DeKalb PATH Academy Governing Board encourages all Employees/Grievants to resolve complaints informally in a spirit of collegiality whenever possible. To maintain good morale, enhance effective job performance, and better serve citizens of this community, Employees/Grievants are encouraged to resolve conflicts at the lowest level, with the minimum amount of formal proceedings necessary to reach an expeditious and just resolution.

The purpose of this policy is to provide DeKalb Path Academy Employees/Grievants an opportunity to reach solutions to problems, disputes, or controversies that may occur and to provide a mechanism for Employees/Grievants to submit complaints regarding instances of unlawful discrimination or harassment, or other action in violation of law or regulation. Under this procedure, an Employee/Grievant of the School who has been affected in his or her employment relationship by a breach, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements of the School or with which DeKalb Path Academy is required to comply may file a complaint. Anyone who files a complaint under these procedures shall not be subject to reprisal; if such retaliation occurs, he or she may refer the matter to the [Professional Standards Commission](#).

The School's Governing Board has the discretion to send an Employee/Grievant complaint directly to Level II or Level III if appropriate or necessary. A complaint filed under this procedure for any of the following reasons shall move immediately to Level III for consideration by the Board:

- Performance ratings are contained in personnel evaluations and professional development plans; however, this does not apply to complaints regarding procedural deficiencies in conducting the evaluations;
- Job performance
- Termination, nonrenewal, demotion, suspension, or reprimand of any Employee/Grievant.

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Complainants dissatisfied with the Governing Board's decision may appeal to the State Board of Education. Such appeals shall be governed by the applicable State Board policy and O.C.G.A. § 20-2-1160.

Definitions

Complaint—A complaint means any claim or grievance by an Employee or grievant of the School who is affected in his or her employment relationship by an alleged violation of a law, policy, or agreement with which the Governing Board must comply.

Decision – The decision at each level of the complaint process must be in writing and dated and must include the findings of fact and reasons for the resolution reached. The decision shall be sent to the complainant by the notification provisions and deadlines set forth herein; however, any deadline may be extended upon mutual consent of the parties or by the School if it is determined that additional time is required to investigate the complaint at any level of the complaint process.

Evidence - The complainant shall be entitled to an opportunity to be heard, to present relevant evidence, and to respond to evidence at each level. The complainant cannot present additional evidence at Level III of the complaint process unless it is determined by the administrator presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was either not made available by the Administration or not discoverable by the complainant.

Notification – All notifications must be prompt, in writing, and delivered to the appropriate parties by hand, e-mail, or certified mail dated on or before the applicable deadline.

Records—Any investigation documents and notes shall be retained. In the event of a formal hearing, a recording device shall be used to keep an accurate record of these proceedings, and all evidence presented shall be preserved and made available to the parties involved at all times. The cost of preparing and preserving the record of the proceedings shall be borne by the Governing Board.

Complaint and Grievance Process

LEVEL I – Informal Resolution

Employees/Grievants are encouraged to try and resolve conflicts with the least amount of formal proceedings as necessary to reach a just and expeditious resolution. Employee/Grievants who cannot resolve a conflict among themselves may seek the assistance of their immediate

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supervisor to get the best resolution for all parties. If the parties cannot resolve this, the Employee/Grievant may file a complaint with the CEO/Principal or designee to initiate formal Level II proceedings. If the Employee/Grievant's complaint or grievance is with his or her immediate supervisor, the initial complaint may be filed with the CEO/Principal or designee and proceed directly to Level II. Likewise, if the Employee/Grievant's complaint is with the CEO/Principal, the initial complaint may be filed directly with the Chair of the School's Governing Board and proceed directly to Level III.

LEVEL II – Formal Review

An Employee/Grievant who wishes to file a complaint must present the complaint to the CEO/Principal or his or her designee within ten calendar days of the most recent incident upon which the complaint is based. The complaint, which must be in writing and clearly state the Employee/Grievant's intent to utilize these complaint procedures, must also include the following:

- 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/Grievant wishes to be considered; and
- A clear statement of the relief desired.

After filing his or her initial complaint, the Employee/Grievant shall be notified of the time and place of the initial meeting and any subsequent appeals. Any initial complaint improperly initiated by filing with the Board will be automatically transmitted to the CEO/Principal or his or her designee to commence Level II proceedings.

The CEO/Principal, or his or her designee, shall make every effort to conduct an investigation and decide on the complaint within ten working days of the initial complaint being filed. No people other than the complainant, the CEO/Principal, or his or her designee, shall be present for a Level II meeting. The CEO/Principal, or his or her designee, may speak with the offending party and any witnesses during his or her investigation before rendering a decision.

Any complaint not processed by the CEO/Principal or his or her designee within the time frame provided above may automatically be forwarded to the Governing Board to commence Level III procedures.

LEVEL III – Appeal and Final Decision

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The complainant shall have five calendar days from the date of notification of the Level II decision to file a written appeal of this decision with the School's Governing Board. This notice shall be emailed to the Chair and the Vice-Chair of the Board. The matter will be referred to the Board's Governance Committee upon receiving such a complaint. Members of the Governance Committee (no fewer than two) will initiate an investigation of the complaint, including interviewing any witnesses identified by the complainant, reviewing any documentary evidence, and interviewing others as it appears they become relevant. The complainant shall be allowed to provide the investigators with any written statements and documents regarding the complaint, and the investigators may seek clarification from the complainant as needed. The committee members will report the allegations and any recommendations of the Governance Committee to the board. Any investigation should be completed and reported to the Board at the next meeting. The board will review the evidence, discuss any recommendations, and issue a finding. Once the Board makes a finding, a written response will be provided to the complainant regarding the investigation and any findings. If the investigation is not completed by the next board meeting, the status of the complaint should be reported to the board, and a timeline should be established for completion. The complainant will immediately be notified of the timeline. If the Board determines that a hearing is required after the investigation report or at any other point, a hearing date will be set, and the complainant will be notified. Within 30 working days of the complainant filing an appeal of the Level II decision, and if the Board determines that a hearing is necessary, the Board will hold a hearing and render a final decision on the complaint based on a de novo review. At a Level III hearing, the complainant may have a person of his or her choosing present to assist in presenting the complaint.

Additionally, the Governing Board may have an attorney present at a Level III hearing solely to serve as a legal officer to rule on issues of law; the attorney may not participate in the presentation of the case for either party. If a hearing is conducted, all presentation of evidence shall be recorded. A final decision rendered by the School's Governing Board does not preclude an Employee/Grievant from seeking resolution using the means available under the law. The proceedings under this Complaint and Grievance policy shall be stayed when the complainant files for resolution with law enforcement or the courts.

Costs: Except for preparing and preserving records of the proceedings, all costs and fees incurred under this process are the responsibility of the incurring party unless otherwise agreed to by the parties.

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HARASSMENTS

DeKalb Path Academy (*Board*) is committed to providing a professional work environment free from discrimination and harassment, where all teachers, staff, and students are treated with dignity and respect. As such, it is the school's policy to prohibit discrimination based on age, gender, race, religion, national origin, disability, or sexual preference and to prohibit harassment of any kind by or against Employees/Grievants and students of the School. Any act of discrimination or harassment shall result in prompt and appropriate disciplinary action, up to and including termination.

SEXUAL HARASSMENT

All Employees and grievants of DeKalb PATH Academy Inc. are entitled to a work environment free from sexual harassment and all other forms of discrimination.

Sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. No Employee/Grievant, male or female, shall be subject to unsolicited and unwelcome sexual overtures or conduct of a verbal or physical nature. Report the abuse to the immediate supervisor immediately.



DEKALB PATH ACADEMY
EMPLOYEE HANDBOOK
2024-2025

DeKalb PATH Academy Employee Handbook

This handbook has been adopted and modified from DCSD

Employee Handbook and shall be updated annually.

PATH's *mission* is to provide a safe, nurturing, and challenging learning environment that supports local immigrant and refugee families, by equipping students with the tools they need to pursue a life passion while enriching their community. Upon graduating students at PATH will be able to:

- Reflect a high level of positive engagement in their school community
- Understand their unique talents, how to develop those talents into strengths and how to use those strengths to be a good community steward
- Reflect a graduating class of which 40 to 50% of students are accepted to competitive schools with a focus on students being able to choose which competitive school they attend by obtaining more than one acceptance

PATH's *vision* is to create an engaging learning environment that fosters community stewardship and success by:

- Employing and developing top talent
- Collaborating to develop creative, engaging, standards-based curricula and experiences
- Seeking out the natural talent in our people and developing those talents into strengths

EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of the DeKalb PATH Academy Inc. not to discriminate on the basis of age, sex, race, color, religion, national origin, sexual orientation or disability in its educational programs, activities, and employment practices.

EMPLOYMENT

DeKalb PATH Academy hires the most qualified individuals. Our mission is to provide highly qualified teachers, qualified support staff, and professional and courteous customer service to support the educational process for our students.

AT-WILL EMPLOYMENT

Georgia is an at-will employment state. All DeKalb PATH Academy employees may be terminated at the will of the employer. Likewise, the employees can leave the employment any time. Detailed information is provided in each employee's contract.

CONDUCTING PERSONAL BUSINESS

The established hours of duty may not be used for conducting personal business. Violators will be addressed accordingly.

CRIMINAL BACKGROUND CHECK

A criminal background check will be conducted prior to employment for every individual who is employed by DeKalb PATH Academy.

For initial hiring purposes, personnel employed by the DeKalb PATH Academy shall be fingerprinted and have a criminal background check as required by O.C.G.A. § 20-2-211.1(c). A clearance certificate verifying a satisfactory criminal background check may be required based on the requirements of state law and the rules of the Professional Standards Commission. Subsequent criminal background checks shall be conducted on all personnel.

Certified employees of DeKalb PATH Academy shall be subject to a criminal background check upon any certificate renewal application to the Professional Standards Commission. All other employees of the DeKalb PATH Academy, whose employment is continued and who are not certificated personnel, shall be subject to subsequent criminal background checks on a periodic basis determined by procedures and schedules established by the CEO or his/her designee. The period between criminal background checks shall not exceed five years.

At the discretion of the Governing Board, fees required for criminal background checks shall be paid by DeKalb PATH Academy Inc., the individual seeking employment, or the employee.

DeKalb PATH Academy uses the Georgia Applicant Processing Service (GAPS) established by the Georgia Crime Information Center (GCIC) to conduct fingerprinting and background checks of its employees. Once the results have been released to the representative (CEO) of DeKalb PATH Academy Inc. and no criminal records of the employees are found, all related documents shall be destroyed by shredding immediately. A log of the results of all background checks will be kept in a locked cabinet in the office of the Human Resources. All employees or prospective employees must sign a consent to authorize DeKalb PATH Academy and GCIC to conduct fingerprinting and background checks.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 the Governing Board hereby declares that, with respect to all DeKalb PATH Academy employees, the manufacture, distribution, dispensing, possession, use or being under the influence of a controlled substance is strictly prohibited in the workplace, while on DeKalb PATH Academy's property, while in or operating DeKalb PATH Academy's vehicles, or in private vehicles on DeKalb PATH Academy properties or work sites. Entities contracting with the DeKalb PATH Academy Inc. shall ensure a drug-free workplace, as a condition of the contract.

EMERGENCY CONTACTS

A completed Employee Information Data Sheet is required to be on file from each staff member. Changes in emergency data should be reported promptly to school Human Resources or Designee.

EMPLOYEE CONDUCT

PATH Academy Charter School is responsible for providing a safe and secure workplace and strives to ensure that all individuals associated with our organization are treated in a respectful and fair manner. Though it is not possible to list all forms of behavior that are unacceptable in the workplace, the following are examples of behaviors that would be considered infractions of PATH Academy's professional code of conduct. Such behavior may result in disciplinary action, up to and including termination of employment. This list is not intended to be exhaustive:

SECTION 1: THEFT, PATH PROPERTY & PERSONAL PROPERTY

- a. Theft or inappropriate removal or possession of company property or the property of a fellow employee.
- b. Willful destruction of company property or the property of a fellow employee.

SECTION 2: ALCOHOL & ILLEGAL DRUGS

- a. Working under the influence of alcohol or illegal drugs.
- b. Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment.

SECTION 3: PHYSICAL & SEXUAL HARASSMENT/VIOLENCE/VERBAL ABUSE

- a. Fighting or threatening violence in the workplace.
- b. Sexual or other harassment.
- c. Using excessively abusive, threatening or obscene language.
- d. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.

SECTION 4: THREATS, INTIMIDATION & SABOTAGE

- a. Using intimidation tactics and making threats.
- b. Sabotaging another's work.
- c. Making malicious, false and harmful statements about others.
- d. Publicly disclosing another's private information.
- e. Falsifying and/or unauthorized duplication of company records or reports, including one's time records or the time records of another employee.

SECTION 5: UNDERMINING SCHOOL MISSION & VISION

- a. **Unauthorized disclosure** of PATH business or confidential information, including but not limited to:
 1. Information regarding enrollment opportunities
 2. Information regarding staffing
 3. Information regarding PATH Academy Governing Board matters
 4. Information regarding PATH Academy's lease or property plans
 5. Information regarding PATH's pending fiscal plans
 6. Information regarding PATH's legal matters
- b. **Collusion:** For the purpose of this handbook, *collusion* shall be defined as the following: **Collusion:** Any undisclosed or exclusive attempts to allege, conspire or deceive others into alleging or conspiring against any staff member or PATH Academy as an entity.

In 2021, The PATH Academy Board wrote and approved a grievance policy, which should be followed by all staff and board members to address any issues or concerns that arise which cannot be resolved informally. In an effort to maintain good morale, enhance effective job performance, and to better serve citizens of this community, employees are encouraged to resolve conflicts at the lowest level, with the minimum amount of formal proceedings as is necessary to reach an expeditious and just resolution. Staff members shall not collude with present or former PATH staff or Governing Board members to undermine the mission and/or vision of the school.

- c. **Defamation**
For the purpose of this handbook, *defamation* shall be defined as the following:
Defamation: The act of damaging the good reputation of someone or something. Staff members shall not engage in defamation including but not limited to:
 1. Making public defamatory statements about PATH's organization, community, students or staff.
 2. Colluding with current or former staff members with the intention to defame the organization. This includes all social media platforms or handles.

EMPLOYEE GRIEVANCE PURPOSE, COMPLAINTS, and GRIEVANCE POLICY

GRIEVANCE PURPOSE, COMPLAINTS, AND DEFINITIONS

All employees shall have the right to present and resolve complaints relating to certain matters affecting the employment relationship at the lowest organizational level possible. DeKalb PATH Academy Governing Board encourages all employees to resolve complaints informally in a spirit of collegiality whenever possible. In an effort to maintain good morale, enhance effective job performance, and to better serve citizens of this community, employees are encouraged to resolve conflicts at the lowest level, with the minimum amount of formal proceedings as is necessary to reach an expeditious and just resolution.

The purpose of this policy is to provide DeKalb Path Academy employees an opportunity to reach solutions to problems, disputes, or controversies that may occur and to provide a mechanism for employees to submit complaints regarding instances of unlawful discrimination or harassment or other action in violation of law or regulation. Under this procedure, an employee of the School who has been affected in his or her employment relationship by a violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements of the School or with which DeKalb Path Academy is required to comply may file a complaint. Anyone who files a complaint under these procedures shall not be subject to reprisal; if such retaliation occurs he or she may refer the matter to the Professional Standards Commission.

The Governing Board of the School has the discretion to send an employee complaint directly to Level II or Level III, if appropriate or necessary. A complaint filed under this procedure for any of the following reasons shall move immediately to Level III for consideration by the Board:

- Performance ratings contained in personnel evaluations and professional development plans; however, this does not apply to complaints regarding procedural deficiencies in conducting the evaluations;
- Job performance; and/or
- Termination, nonrenewal, demotion, suspension, or reprimand of any employee.

Complainants dissatisfied with the decision of the Governing Board may appeal that decision to the State Board of Education. Such appeals shall be governed by the applicable State Board policy and O.C.G.A. § 20-2-1160.

Definitions

Complaint - A complaint means any claim or grievance by an employee of the School who is affected in his or her employment relationship by an alleged violation of a law, policy or agreement with which the Governing Board is required to comply.

Decision – The decision at each level of the complaint process must be in writing, dated, and include the findings of fact and reasons for the particular resolution reached. The decision shall be sent to the complainant in accordance with the notification provisions and deadlines set forth herein; however, any deadline may be extended upon mutual consent of the parties or by the School

if it is determined that additional time is required to investigate the complaint at any level of the complaint process.

Evidence - The complainant shall be entitled to an opportunity to be heard, to present relevant evidence, and to respond to evidence at each level. The complainant cannot present additional evidence at Level III of the complaint process, unless it is determined by the administrator presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was, either, not made available by the Administration or not discoverable by the complainant.

Notification – All notifications must be prompt, in writing, and delivered to the appropriate parties by hand, e-mail, or certified mail dated on or before the appropriate deadline.

Records - Any investigation documents and notes shall be retained. In the event of a formal hearing a recording device shall be used to keep an accurate record of these proceedings and all evidence presented shall be preserved and made available at all time to the parties involved. The cost of preparing and preserving the record of the proceedings shall be borne by the Governing Board.

COMPLAINT AND GRIEVANCE PROCESS

LEVEL I – Informal Resolution

Employees are encouraged to try and resolve conflicts with the least amount of formal proceedings as is necessary to reach a just and expeditious resolution. Employees who are unable to resolve a conflict among themselves may seek the assistance of their immediate supervisor in order to reach the best resolution for all parties. If the parties are unable to reach a resolution, the employee may file a complaint with the CEO/Principal, or his or her designee, to initiate formal Level II proceedings. If the employee's complaint or grievance is with his or her immediate supervisor, then the initial complaint may be filed with the CEO/Principal, or his or her designee, and proceed directly to Level II. Likewise, if the employee's complaint is with the CEO/Principal, the initial complaint may be filed directly with the Chair of the School's Governing Board and proceed directly to Level III.

LEVEL II – Formal Review

An employee who wishes to file a complaint must present the complaint to the CEO/Principal, or his or her designee, within 10 calendar days of the most recent incident upon which the complaint is based. The complaint, which must be in writing and clearly state the employee's intent to utilize these complaint procedures, must also include the following:

- 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;
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- 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.

After filing his or her initial complaint, the employee shall be notified of the time and place of the initial meeting and any subsequent appeals. Any initial complaint improperly initiated by filing with the Board will be automatically transmitted to the CEO/Principal, or his or her designee, to commence Level II proceedings.

The CEO/Principal, or his or her designee, shall make every effort to conduct an investigation and render a decision on the complaint within 10 working days of the initial complaint being filed. No people other than the complainant and the CEO/Principal, or his or her designee, shall be present for a Level II meeting. The CEO/Principal, or his or her designee, may speak with the offending party and/or any witnesses in the course of his or her investigation prior to rendering a decision.

Any complaint not processed by the CEO/Principal, or his or her designee, within the time frame provided above may automatically be forwarded to the Governing Board to commence Level III procedures.

LEVEL III – Appeal and Final Decision

The complainant shall have 5 calendar days from the date of notification of the Level II decision to file a written appeal of this decision with the School's Governing Board. This notice shall be provided by email to the Chair and the Vice-Chair of the Board. Upon receiving such a complaint the matter will be referred to the Board's Governance Committee. Members of the Governance Committee (no fewer than two) will initiate an investigation of the complaint including interviewing any witnesses identified by the complainant, reviewing any documentary evidence and interviewing others as it appears they become relevant. The complainant shall be given the opportunity to provide the investigators with any written statements and documents of the complaint and the investigators may seek clarification from the complainant as needed. The members of the committee will make a report to the board of the allegations and any recommendations of the Governance Committee. Any investigation should be completed and reported to the Board at the next available board meeting. The board will review the evidence, discuss any recommendations, and issue a finding. Once the Board makes a finding, a written response will be provided to the complainant regarding the investigation and any findings. If unable to complete the investigation by the next Board meeting the status of the complaint should be reported to the Board and a timeline established for completion. The complainant will immediately be notified of the timeline. If at the completion of the report of the investigation or at any other point the Board determines that a hearing is required a hearing date will be set and the complainant notified. Within 30 working days of the complainant filing an appeal of the Level II decision and if the Board determines that a hearing is necessary, the Board will hold a hearing and render a final decision on the complaint, based on a de novo review. At a Level III hearing, the complainant may have a person of his or her

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choosing present to assist in the presentation of the complaint. Additionally, the Governing Board may have an attorney present at a Level III hearing solely for the purpose of serving as a legal officer to rule on issues of law; the attorney may not participate in the presentation of the case for either party. In the event that a hearing is conducted, all presentation of evidence shall be recorded. A final decision rendered by the School's Governing Board does not preclude an employee from seeking resolution using the means available to him or her under the law. The proceedings under this Complaint and Grievance policy shall be stayed at the time the complainant files for resolution with law enforcement or the courts.

Costs, With the exception of preparing and preserving records of the proceedings, all costs and fees incurred under this process are the responsibility of the incurring party unless otherwise agreed to by the parties.

HARASSMENT

DeKalb Path Academy and its Governing Board is committed to providing a professional work environment free from discrimination and harassment, where all teachers, staff, and students are treated with dignity and respect. As such, it is the policy of the School to prohibit discrimination on the basis of age, gender, race, religion, national origin, disability, or sexual preference and to prohibit harassment of any kind by or against employees and students of the School. Any act of discrimination or harassment shall result in prompt and appropriate disciplinary action, up to and including termination.

SEXUAL HARASSMENT

All employees of DeKalb PATH Academy Inc. are entitled to a work environment free from sexual harassment and all other forms of discrimination.

Sexual harassment is a form of misconduct, which undermines the integrity of the employment relationship. No employee, male or female, shall be subject to unsolicited and unwelcome sexual overtures or conduct of a verbal or physical nature. Report the abuse to the immediate supervisor immediately.

EMPLOYEE ASSIGNMENTS

Employees are assigned to positions based on the needs of the DeKalb PATH Academy and the employee's certification, qualifications, and training. The CEO/Principal shall have the authority to reassign any employee for the efficient operation or for the best interest of DeKalb PATH Academy.

EMPLOYEE DRESS CODE

All DeKalb PATH Academy employees shall dress in a professional manner and style in accordance with the dress of other professionals within the community. Employees are expected to be clean, neat, and appropriately dressed at all times during the employee's regular hours of work.

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The Principal and Assistant Principal have the authority to interpret the dress code and make a case-by-case determination of the appropriateness of dress and appearance.

Any employee whose attire or dress is not professional in the opinion of the principal or assistant principals shall be directed to conform to the dress code. An employee who is inappropriately dressed may be sent home and required to return to work in acceptable attire. The employee shall not be paid for time away from work.

EMPLOYEE EVALUATION*CERTIFIED PERSONNEL*

All certified service personnel will be evaluated annually for performance appraisal and professional development purposes with Leader Key Effectiveness System (LKES) or Teacher Key Effectiveness System (TKES) when applicable.

Prior to the next school year, an opportunity must be provided for the evaluator(s) and the evaluated(s) to discuss the results of the evaluation.

CLASSIFIED PERSONNEL

All classified personnel employed by the DeKalb PATH Academy Inc. shall be evaluated at least once each year. The process and the frequency of the evaluations, the instruments used, and the training of the evaluators shall be established by the CEO/Principal. All evaluations shall be discussed confidentially with the employee.

HIRING

The CEO shall have the authority to hire personnel in accordance with the needs of the school with the approval of the Governing Board. PATH Academy has adopted DCSD's Teacher Salary Schedule.

APPLICATION PROCESS

Applicants may apply for positions of interest by responding to the employment posting on the school website or directly inquiring about any employment opportunity at the school.

PROFESSIONAL REFERENCES FOR INSTRUCTIONAL POSITIONS

CEO will ask the applicants to provide all the professional and/or college references prior to the interview.

INTERVIEWING

The CEO/Principal or the designees(s) will interview the most qualified applicants with good references.

TEACHING A CLASS

After the interview, the applicants will be asked to teach a class. The arrangement will be made prior to the teaching. A team of observers, usually consisting of the CEO/Principal, Assistant Principal, and teacher (s) of the subject will observe the class.

DeKalb PATH Academy will extend the offer of employment based on the recommendation of the CEO upon the approval of the Governing Board for the position provided the applicant has met all qualifications and requirements of the position.

OUTSIDE EMPLOYMENT

Employees may, during the times not required of them to fulfill assigned duties, engage in other employment, provided such employment does not violate any pertinent section of this policy, or any contract the employee has with DeKalb PATH Academy Inc.

Employees are reminded that their job assignments within DeKalb PATH Academy are their first obligation and, if outside employment is taking time or energy from this position or affecting their performance, they will be asked to choose one or the other.

Additionally, employees are required to disclose, in writing, to DeKalb PATH Academy if they are employed by a vendor approved to do business with DeKalb PATH Academy Inc.

NON INSTRUCTIONAL POSITIONS

The applicants must provide at least 3 references, at least one of them must be from applicant's current supervisor if the applicant is employed. If the applicant has limited or no previous work experience, the applicants must provide the name of the individuals who can provide the most accurate information regarding the applicant's work abilities.

REASSIGNMENT

Employees may be reassigned by the CEO/Principal to meet the needs of DeKalb PATH Academy. Reasons for reassignment may include, but are not limited to reorganization, certification, opening and closing of new classes, and increase or decrease of enrollment.

RECRUITMENT

DeKalb PATH Academy has been active in recruiting employees from a pool of diverse and talented applicants via several venues including GA Charter Schools Association, colleges and universities, Teach for America, and the school website.

RESIGNATIONS

The CEO/Principal shall have authority to accept on behalf of the Governing Board, an employee's resignation. Non-contractual employees are requested to submit a letter of resignation as soon as possible, but at least two weeks prior to the expected date for leaving DeKalb PATH

Academy. Contractual employees should provide a 30-day advance notice. Detailed information is provided on the individual contracts.

REPORT OF SUSPECTED CHILD ABUSE OR NEGLECT

Any school employee who has knowledge or reasonable cause to believe that a student has been a victim of physical abuse, sexual misconduct or other forms of harassment by someone, shall report such abuse or misconduct to the appropriate school administrator immediately. Please refer to your school administrator regarding protocols for reporting child abuse or neglect.

SEXUAL HARASSMENT

All employees of DeKalb PATH Academy Inc. are entitled to a work environment free from sexual harassment and all other forms of discrimination.

Sexual harassment is a form of misconduct, which undermines the integrity of the employment relationship. No employee, male or female, shall be subject to unsolicited and unwelcome sexual overtures or conduct of a verbal or physical nature. Report the abuse to the immediate supervisor immediately.

SUBSTITUTE EMPLOYMENT

Substitute employees are defined as those employed for a daily, half-day, or hourly period to replace an employee who is absent from duty. The hours per day and days per week are based on the needs of DeKalb PATH Academy. Substitute employees are paid at an hourly, daily or unit rate of pay on a semi-monthly payroll schedule. Substitute employees are subject to Medicare tax.

EMPLOYEE EXPECTATIONS

During the Term, Employee shall:

1. Teach: (a) a minimum of eight (8) hours of classes Monday through Friday during the dates and hours established for the school year by the Governing Board of Directors of PATH, and (b) extended day during extended day season.
 2. Provide proper and adequate supervision for assigned students, including but not limited to instructional time while in class, before and after school, and when on-duty as a coach or chaperone (for both local and out-of-state field lessons as assigned by PATH) until either parents or buses have arrived to pick up students;
 3. Provide Employee's mobile telephone or a google contact number to assigned students to use for homework assistance (and emergencies) and promptly return all telephone calls, texts & emails from assigned students within 24-48 hrs.
 4. Conduct: (a) morning and afternoon bus duties as assigned by PATH, (b) cafeteria and lunch duties as assigned by PATH
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5. Attend all parent meetings and conferences and communicate with parent(s) or guardian of assigned students if at any time a student's behavior in class is disruptive or if academic performance is unacceptable and document all communications;
6. Attend: (a) all scheduled faculty meetings, (b) all grade level, department, and trip meetings, and (c) Attend and participate in the School's professional development program as planned and scheduled;
7. Maintain up-to-date lesson plans and emergency lesson plans and timely review and grade the work of assigned students;
8. Make full and complete reports pertaining to student records, grades, instruction, and behavior and deliver all required reports to the Principal of the School or such other person as designated by PATH;
9. Work collaboratively with colleagues, administration, parents, community members and others to support and implement the vision and goals of PATH and the School; and
10. Obtain and continuously hold Employee's required teaching certificate.

TELECOMMUNICATIONS

DeKalb PATH Academy Inc. provides technologies, networks, and Internet access to support the educational mission of the DeKalb PATH Academy and to enhance the curriculum and learning opportunities for students and its employees. These technology resources may be used only in support of education and research and consistent with the educational objectives of the DeKalb PATH Academy.

All guidelines set forth in policy and any relevant regulations or rules are applicable to all telecommunication services and equipment provided by DeKalb PATH Academy including, but not limited to, the following:

- Computer workstations;
- Internet services; and
- Telephone services.

Acceptable use agreements must be signed by all users of DeKalb PATH Academy technologies or networks.

DeKalb PATH Academy-provided access must be used in a responsible, efficient, ethical and legal manner. Failure to adhere to the DeKalb PATH Academy's policies and guidelines for the use of telecommunication resources may result in suspending or revoking the right to access these resources.

It is also important to remember that all electronic communications DeKalb PATH Academy provides are subject to public records laws. Unacceptable uses of the network include: violating the conditions of the Educators Code of Ethics dealing with students' rights to privacy, using profanity, obscenity, or other offensive language, reposting personal communications without the author's prior consent, copying commercial software in violation of copyright law, copying other copyright protected material and using the network for financial gain or for any commercial or illegal activity.

TUTORING

Except as provided for in DeKalb PATH Academy-sponsored programs: (1) no employee shall provide tutoring on DeKalb PATH Academy property for which compensation that is in addition to the employee's salary is received; and (2) no employee shall tutor, for compensation, either during the school year or summer, any student who is currently assigned to the employee.

WORK CALENDAR

DeKalb PATH Academy shall follow the work calendar adopted by DeKalb County School System for each school year. However, the CEO/Principal is authorized to develop a school calendar, which will satisfy the legal requirements and the policies of the State Board of Education and the accrediting agencies. Staff should use this calendar to share activities planned, such as field trips, assemblies, etc. Please refer to this for weekly and monthly events and functions in and outside of the school. Plans should be made to avoid conflict with the work calendar whenever possible.

WORK HOURS

In 2024-25 school year the official work hours are from 8:10 to 4:10. The workday is extended until 5:10pm during Extended Day Seasons. The CEO/Principal is authorized to change the work hours to meet the needs of the school. Personal activities should be arranged by each staff member to assure that they are available for work during their scheduled hours of duty. Changes in work schedules will be arranged as far in advance as possible.

CELL PHONES USAGE FOR STAFF

While it is understandable that cell phones may need to be used to contact parents or for emergencies, please use discretion when using them in the building. Facebook, Snapchat, etc. should never be used during your teaching or coverage time. You are the professional who sets the example for students and families. Please model appropriate cell phone use.

CLASSROOM CARE

The basic condition of your room is your responsibility and reflects upon you as a teacher. At the end of the day the floor should be litter free.

COVERAGE/DUTIES

Teachers are assigned morning, lunch, recess and bus duties. Make sure to check the VIP drive for a list of your duties and make sure to explain these duties in substitute plans. Any permanent adjustments of duties need to be cleared by administration, and if you are unable to perform duties on a single day relay that information to administration and your team leader.

SUPERVISION OF STUDENTS

Teachers should not leave students unsupervised at any time. If in an emergency you have to leave your classroom, notify the adjacent teacher and have them watch your class for you or call the office so that someone can be sent down. Your supervision responsibilities extend outside of your classroom to the halls and all areas of the building the entire school day. Remember that all students are all our responsibility. Please make sure to arrive in the building by 7:45.

RECESS:

Recess is an important part of the day for the students. It is also a time when you can build relationships with the students. It is expected that ALL teachers are out at recess with their students during their assigned times. Teachers should be monitoring students at all times. Teachers will be spread across the recess area to provide maximum coverage. Recess time cannot be used as a consequence for behaviors for 5th grade students. If a student is participating in unsafe play, they can sit down during recess.

FIELD TRIPS/ TEACHER RESPONSIBILITY

Field trips can be an integral and pertinent part of any instructional area. For the full educational value to be realized however, it is essential that sound planning and consistency is incorporated. The following general checklist must be utilized in planning and taking all field trips.

1. Complete the Field Trip form 30 days prior to trip and submit to administration.
2. Following signed approval, make certain that the time and date is entered on Google Staff Calendar.
3. Send home parental permission slips. Have them signed and returned prior to departure time.
4. Include the deadline for payment on the permission slip. Team leader should be the responsible party for the payment collection and receipt book.
5. If your trip is non-refundable you must indicate this on the permission slips.
6. Keep accurate and adequate records of monies received and disbursed.
7. Deposits should be turned in daily to the CFO or designee to lock in the safe. Teachers should not keep money in their classroom overnight
8. Once all money has been collected, make an appointment with the CFO or a designee to count the money and submit the deposit.

9. Submit to the main office:
 - a. A listing of ALL students NOT participating in the field trip and where those students are to report the day of the trip.
 - b. A copy of the trip agenda
 - c. Cell phone number of trip coordinator
 - d. Assigned work for those students staying behind.
10. Submit to the School Nurse ONE WEEK prior to the trip:
 - a. A listing of ALL students participating in the field trip before leaving. . This is imperative for medical arrangements.
11. Supply all chaperones with information about what is expected of them. This will include a list of students for whom they are responsible, timeline of the field trip (from loading to unloading buses), specific places they should (and should NOT) visit and an alternate plan in the event of unforeseen circumstances. A copy of chaperone instructions will be given to each administrator prior to leaving on the trip.

FIRE DRILL INSTRUCTIONS:

A fire drill will be held monthly and a record of such be maintained.

Signal: Continuous ringing of bell system.

1. Each classroom should have displayed in a prominent place a sign naming the exit to be used.
2. The last person passing through the doorway at the end of the corridor should close the door.
3. Teachers should go with their classes and be responsible for quiet, orderly behavior. Class record books must be carried to assure that a careful roll check can be made.
4. **NO TALKING SHOULD BE PERMITTED ON THE WAY OUT OF THE BUILDING.** Unnecessary noise at this time prevents hearing instructions in case an exit is blocked or a real emergency exists.
5. Move quickly, but do not run. Do not be alarmed if there is smoke or an exit is cut off. The ability of each student to act wisely, quietly and quickly in carrying out these safety regulations is evidence of good common sense.
6. Upon arriving at your designated area outside, please take attendance.

LESSON PLANS

All teachers and instructional staff are responsible for up to date submission of lesson plans. There is not a standard lesson plan format for the school, but there may be one for each department. Lesson plans are due Saturday evening by 7:00pm to the Staff VIP Drive. Exceptional Education Teachers should reply Sunday by 7:00 with suggestions.

EMERGENCY LESSON PLANS: All teachers and instructional staff are required to submit emergency lesson plans that are clear and easy to follow. All materials that are needed to implement emergency lessons are to be user ready. At no time should any substitute teacher be expected to prepare materials to facilitate classroom lessons. At no time should substitute teachers be expected to teach new material to students or to continue teaching what the regularly assigned teacher has begun. Emergency plans are to include:

- Detailed instructions for each class

- Up-to-date class rosters for each class
- Up-to-date seating charts for each class
- Teacher's daily schedule, duties, and responsibilities for the day
- Clearly marked and identified materials
- Statement concerning collection of student work, homework, and other daily procedures
- Adequate number of materials for all students
- Homework assignments
- Turn in three separate plans; replenish as they are used

BENEFITS

A benefits package is offered to full-time employees. Coverage will be effective on the first of the month following thirty (30) days of service and an insurance premium will be deducted the month prior to the effective date of coverage.

POLICIES OFFERED

Policies offered are subject to yearly review and may change according to current market conditions and the budget process. Open enrollment period is in September. CFO structures all salary reductions for benefits on a semi-monthly basis as a payroll deduction.

INCLUDED BENEFITS

- Health Coverage under Kaiser Permanente (optional)
- Dental (optional)
- Vision (optional)
- Short-Term Disability
- Long-Term Disability
- Life insurance
- Medicare
- TRS (Teacher Retirement System of Georgia)
- Worker's Compensation

HOLIDAYS

The DeKalb PATH Academy recognizes the following holidays:

- Independence Day
- Labor Day
- Thanksgiving Holiday
- Winter Holiday/Break
- New Year's Day

- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Spring Holiday/Break
- Memorial Day

SHORT-TERM DISABILITY

Short-term disability insurance provides compensation during a leave of absence. When choosing to use short-term disability insurance instead of sick leave, it is important to note that using sick leave will provide the employee with 100% of pay, contributions to TRS, and premiums to cover benefits. Short-term disability will provide the employee with 60% of pay, no contributions to TRS, and benefit premiums must be paid directly to a health insurance company.

LONG-TERM DISABILITY

All DeKalb PATH Academy employees are covered by long-term disability insurance. Long-term disability will provide the employee with up to 60% of their annual salary. Benefits will begin after the employee has been disabled for 180 calendar days.

PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM

All employees who are eligible to participate in the Public School Employees Retirement System of Georgia are required, under the provisions of O.C.G.A. § 47-4-40, to become members when employed by DeKalb PATH Academy Inc. For the 24-25 school year employees pays 6% and DeKalb PATH Academy Inc. pays 20.78%.

WORKERS' COMPENSATION

Employees may be entitled to workers' compensation benefits if injured on the job. The injury must arise out of and in the course of employment. The injured employee must provide notice, either in person or in writing, of the injury immediately, but not later than 30 days after the accident, to the employee's immediate supervisor. Failure to do so may result in the loss of benefits. The injured employee may select a medical care provider from the panel of approved physicians. Only those providers listed are authorized to provide medical care for a work-related injury.

Generally, employees are not eligible for workers' compensation benefits for injuries sustained going to or coming from work, during deviations from the scope of employment (e.g., a person making a delivery drives to a place unconnected to the employee assignment), as a consequence of imported danger (e.g., an employee's own attire or a personal weapon causes injury to the employee, when an employee engages in a prohibited act, when the employee engages in horseplay, during recreational or social activities, or during times in which the employee is not subject to the employer's control (e.g., not on the premises, not during the regularly scheduled work day). Any questions should be addressed to your immediate supervisor.

COBRA

If an employee or dependents become ineligible for coverage under the DeKalb PATH Academy's medical, dental, or vision program, the employee may be eligible to extend coverage under the federal COBRA program. This allows the employee and/or dependents to continue receiving insurance coverage through self-paid premiums.

CERTIFICATION

DeKalb PATH Academy adheres to the certification rules and guidelines set forth by the State of Georgia and the Georgia Professional Standards Commission (PSC). It is the responsibility of all professionally certified employees to obtain and maintain Georgia certification. Certification forms and information are available on the PSC's website at <http://www.gapsc.com>.

ADDING A FIELD TO AN EXISTING CERTIFICATE

To add a field to an established professional certificate at the bachelor's degree level or higher, an applicant must either: (1) pass the appropriate content assessment(s) in the new field; or (2) complete a state-approved program in the new field and be recommended by the program for certification in the appropriate field.

Teachers must complete the certification application and submit documentation to the Human Resources. Once all documents have been received, the packet will be submitted to PSC.

ALTERNATIVE TEACHER CERTIFICATION

Georgia Teacher Academy for Preparation and Pedagogy (GaTAPP)

The GaTAPP Program is designed to provide an untraditional, non-degree, preparation route to teacher certification. The required coursework will be completed through a blend of online and face-to-face coursework. The teacher candidate has up to three (3) years to complete the program. Certification requirements and information are available on the PSC's website at <http://www.gapsc.com>. The Georgia Charter School Association has established a GATAPP program for teachers in charter schools. Application and information are available on GCSA's website at <http://www.gacharters.org>.

CERTIFICATE CATEGORIES

Certificates are grouped under two major categories: Renewable and Non-renewable. Renewable certificates are valid for five (5) years, during which time the educator must satisfy standard renewal requirements. On July 1, 2014 all renewable certificates were converted to Standard Professional Certificate. Non-renewable certificates remained unchanged and valid for three (3) years. During the three (3) year validity period, the educator must satisfy specified requirements to convert the non-renewable certificate to a clear renewable certificate. Detailed information

concerning educator certification rule changes can be found on GAPSC's website at <http://www.gapsc.com>.

CERTIFICATE LEVELS

The level assigned to a certificate indicates the highest degree level recognized by the PSC that has been awarded to the certificate holder. College hours beyond a degree are not used to assign the level. Only the highest degree awarded on an official transcript from a PSC accepted accredited institution is used to determine the single level that is assigned to all certificate fields held by that educator. The assignment of a certification level to various degrees is contingent on a valid certificate field being held and the degree being awarded on an official transcript from a PSC-accepted accredited institution.

CERTIFICATE UPGRADES

On receipt of a masters, specialist, or doctoral degree, certified staff must submit two SEALED copies of the official transcript showing the degree completion date to Human Resources. The completed packet with the PSC applications will be forwarded to the PSC by the Human Resources.

An additional provision of the ESEA requires that the DeKalb PATH Academy notify parents if their child is assigned to a teacher for four or more consecutive weeks who is not "highly qualified." A Non-Highly Qualified letter must be sent for teachers in core area fields only. Core area fields include Reading, Language Arts, Math, Social Studies, Science, Fine Arts, and Foreign Languages.

HIGHLY QUALIFIED PROVISIONS

Certificated teaching staff members must hold a valid Georgia certificate in the field to which they are assigned.

ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) PARENTS RIGHT TO KNOW

Under the Elementary and Secondary Education Act, schools such as DeKalb PATH Academy that receive Federal Title I funding must notify parents of their right to know the professional qualifications of the teachers and paraprofessionals who instruct their child.

RENEWAL REQUIREMENTS FOR CLEAR RENEWABLE CERTIFICATES

Certified staff members should not allow their certificates to expire. Failure to maintain a valid certificate at all times may be considered grounds for termination or non-renewal of an employee's contract. Requirements for renewal include:

- A criminal record check must be done through the Georgia Applicant Processing Service (GAPS) under the Georgia Bureau of Investigation during the school year in which the certificate expires

- A completed teacher certification application
- A complete verification of lawful presence

Once all requirements have been satisfied, the applicant package will be forwarded to PSC by Human Resources.

COMPENSATION AND CLASSIFICATION

BREAK PERIODS

The Federal FLSA guidelines do not require breaks be given to employees. All employees at DeKalb PATH Academy work hours are from 8:10 to 4:10. Non-teaching employees are permitted the reasonable use of rest periods of short duration and a 30 minute paid lunch break

FAIR LABOR STANDARDS ACT

The Fair Labor Standards Act (FLSA) is a federal labor law governing overtime, minimum wage, child labor, and equal pay. It requires employers to keep records of all hours worked by non-exempt employees.

MILITARY EXPERIENCE AND SALARY PLACEMENT

Salary placement credit for military experience will be granted for each year of service, up to a maximum of three years. The official DD-214 document is required.

NON-EXEMPT OR EXEMPT

Under the FLSA, DeKalb PATH Academy employees are classified as “non-exempt” or “exempt.” Non-exempt employees are entitled to overtime pay; exempt employees are not. For non-exempt employees, the FLSA requires overtime pay (at time and one-half) for all hours worked over 40 in a workweek. For non-exempt employees, the FLSA requires overtime pay (at time and one-half) for all hours worked over 40 in a workweek.

OVERTIME

No employee shall work overtime unless the time has been pre-approved by the CEO.

PAYCHECKS

The CFO or designee shall ensure that school employees are paid accurately and in a timely manner in accordance with applicable laws and rules. Payroll is processed typically three business days in advance of the payday. Payroll statements or stubs are available by email through the PayChex Software.

HOW EMPLOYEES ARE PAID

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In U.S. currency; by a check issued by the employer that is negotiable on demand at full face value for U.S. currency; or By the electronic transfer of funds to the employee's bank pursuant to a direct deposit agreement signed by the employee.

Paydays for salary employees shall be on the 15th and 30th/ 31st. If the payday falls on a weekend, checks will be issued as of the Friday before.

The CFO or designee shall ensure that the wages of school employees are not withheld except in the following situations as permitted by applicable laws and rules:

- The school is ordered to do so by a court of competent jurisdiction
- The school is authorized to do so by state or federal law
- The school has written authorization from the employee to deduct part of the wages for a lawful purpose
- If a salaried employee has gone past accrued time and a salary deduction is required.

HOURLY PAYROLL

- Pay for hourly employees is entered manually by the CFO or designee.
- Hourly employees' sign in sheets are kept by the front office.
 - All time worked by non-salaried employees will be paid as follows: Time worked from the 1st through the 15th of the month will be paid on the 20th of the following month. Time worked from the 16th through the end of the month will be paid on the 10th of the following month

PAYROLL DEDUCTIONS

Each employee's paycheck will have specific deductions as required by law, and/or at the employee's request. Examples of required deductions include, but are not limited to, federal and state income taxes, FICA (last deduction was on December 31, 2015) and retirement contributions towards Teachers Retirement System (TRS). Examples of optional deductions include, but are not limited to, insurance premiums, and tax-sheltered annuity contributions.

FINAL CHECK

If an employee leaves before the end of their contract period, the CFO will follow the calculation provided in the contract to determine the final check amount.

Final checks can be mailed or directly deposited. Final checks are not available for in-person pickup.

RETIREEES RETURNING TO WORK

A retiree from any Georgia school system will be employed in accordance with TRS guidelines and procedures.

TRS SALARY PLACEMENT FOR CERTIFIED EMPLOYEES

Unless otherwise allowable by law, all teachers at PATH shall be members of the Georgia Teachers Retirement System and subject to its requirements. The CFO and/or designee will ensure that the school complies with all requirements of the Georgia Teachers Retirement System, including making any required contributions.

Salaries for certificated employees are determined by the Georgia teaching certificate that they hold and the years of experience that have been verified. Salary placement for a certified employee will be administered in accordance with Georgia Code: GBA (5)160-5-2-05, “Experience for Salary Purposes.” DeKalb PATH Academy follows the DCSD’s Teacher Salary Schedule for teaching staff.

SALARY PLACEMENT FOR CLASSIFIED EMPLOYEES

For classified employees, salary placement is determined based on the appropriate verification of experience, skills and expertise of the employees. For 24-25 school year, PATH will compensate teachers using most recent salary scale approved by the PATH Academy Board.

LEAVE AND ATTENDANCE

To ensure the stability of a competent workforce and job security for employees, DeKalb PATH Academy Inc. provides leave of absence benefits to eligible employees.

ATTENDANCE

All employees are expected to be at work on time, every day. Late or absent employees must text the principal and assistant principal as soon as possible in advance of time to report as a preliminary notification. Leaving a voicemail is not permitted. However, if the employee does not text and speak to the supervisor or designee, their pay will be docked for time missed. Failure to call in when absent for any reason other than approved leave will be considered an unauthorized absence. Only in an emergency shall someone other than the employee call the principal/school designee to report an absence. Chronic lateness and/or absence is subject to disciplinary action and/or grounds for termination.

FAMILY AND MEDICAL LEAVE

DeKalb PATH Academy fully complies with the Family and Medical Leave Act (FMLA) as adopted by the U. S. Congress on February 5, 1993. Employees who have been employed by DeKalb PATH Academy for at least 12 months and have worked at least 1,250 hours for DeKalb PATH Academy in the previous 12-month period, are eligible to take 12 weeks of unpaid leave for the following: (a) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (b) because of the placement of a son or daughter with the employee for adoption or foster care; (c) in order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; (d) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; or (e) because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. All leave shall be taken in accordance with the FMLA.

JURY AND WITNESS LEAVE

Employees subpoenaed either for jury duty or as a witness to testify before a court of law in a case shall be allowed a leave of absence without loss of pay. An employee, who serves as a juror or a witness shall not have the leave deducted from sick, personal, or professional leave. No employee utilizing witness leave shall be required to pay the cost of employing a substitute employee to serve during the employee's absence on such witness leave.

MILITARY LEAVE

Full-time employees of DeKalb PATH Academy shall be entitled to paid military leave not to exceed eighteen days in any federal fiscal year for the purpose of complying with ordered military duty with the Armed Forces of the United States or the State of Georgia, including duty as a voluntary member of the militia or the reserve component. Employees are also entitled to paid leave not exceeding thirty days in any one federal fiscal year if ordered to duty as a result of the declaration of any emergency by the governor or the appropriate officials of the United States Armed Forces.

Full-time employees of DeKalb PATH Academy shall be entitled to military leave for long-term, ordered military duty, with full employment and reinstatement rights as provided by law. The employee subject to such military duty must provide the CEO/Principal a copy of official military orders, along with the request for such leave.

PERSONAL LEAVE

During each Term, employees shall be entitled to a total of ten (10) days of leave (“Leave Days”) for illness, health related issues, family health related issues, vacation, and to conduct personal business. Leave Days carry over from one school year to the next, to the extent that employees cannot carry over more than 30 days of leave in their bank. During the Term, Employees shall be entitled to benefits in accordance with the policies of PATH as the same may be adopted or amended from time to time.

Employee attendance on certain Personal vacation leave may not be authorized during the following designated critical days for any personnel: pre-planning, post planning, Georgia Milestones Administration. Any exceptions must be approved by the CEO/Principal.

All requests for personal leave must be submitted through the Google Form at least five (5) days prior to the requested leave date. An employee is not required to indicate specific reasons for personal leave. The CEO/Principal or supervisor has the right to approve or deny the employee’s request for personal leave.

Leave days will carry over from one school year to the next, but the total amount of leave days shall be more than 30 day. If the employees have accrued leaves day on their last day employed by PATH, PATH will not compensate for unused leave days. Unused leave days will be transferred to the new employment or reinstated upon reemployment.

PROFESSIONAL DEVELOPMENT DAYS

An employee who is selected or given permission by the CEO/Principal to participate in professional training or staff development away from the school will be given professional leave day(s), which will not be charged against his/her personal leave.

PERSONNEL RECORDS

Human Resources is responsible for maintaining permanent personnel files and records for all employees of DeKalb PATH Academy. When an employee has accepted an offer of employment with DeKalb PATH Academy, a file is established to maintain a history of employment. All personnel files are maintained in the Human Resources Office

There is only one official personnel file for each employee. Confidentiality of all files is maintained. Information or records in an employee's personnel file may be subject to disclosure to the public under the Open Records Act.

FINANCIAL DATA/LEGAL PROCESSING

Child support, tax levies, and bankruptcy and garnishment transactions are processed according to applicable state and federal laws.

REPORTING CHANGES IN THE PERSONNEL FILE

Keeping the personnel file up-to-date is important with regard to pay, deductions, benefits, and other matters. It is the responsibility of employee to inform Human Resources when there are changes in:

- Legal name
- Home address
- Home telephone number
- Marital status
- Driving record or status of driver's license
- Military or draft status
- Federal or state tax withholding updates
- Required training certificates
- Required professional license(s).
- Beneficiary of the employee's life insurance and retirement plans
- Number of dependents or allowances listed for income tax purpose

ACCOUNTING SYSTEM

DEPOSITS

ACCOUNTING DEPOSITS

Budgeted school programs include such programs and activities as school meals, field trips, yearbooks, uniforms etc. Deposits for these programs and activities must be submitted with a completed Program Payments/Deposits form.

FIELD TRIP DEPOSITS

Each teacher should ensure that field trip payments collected will cover the total cost of the trip, as it is the policy of the school that field trips should at least cover 90% from a cost standpoint. Field trip summary form shall be submitted to CEO/Principal, AP, COO and CFO at least one month before the field trip date.

Field trip deposits are to be submitted with a Program Payments/Deposits to CFO or a designee by 3:00 daily. A separate form should be used for each trip.

The teacher should retain a copy of the form with their records and forward the deposit forms to the CFO or designee for records. The teachers and CFO or a designee will maintain a field trip deposit form closely in google drive.

The teacher or program coordinator shall fill the refund form. In situations where, for example, a student will be unable to attend a planned field trip for which the parents/guardians have prepaid.

PURCHASING AND RECEIVING

CLASSROOM/OFFICE SUPPLIES

For budgeting purposes, classroom supplies are those consumable items that are expected to be used up within the school year (e.g., markers, pencils, paper). Instructional materials are learning materials that are expected to be utilized for more than one year (e.g., manipulatives, books, etc.).

Staff and teachers may obtain supplies by submitting the purchase order form directly from the staff VIP drive. Staff and teachers may purchase/pay for the items themselves and follow the reimbursement process.

REIMBURSEMENT AND DISBURSEMENT

Reimbursement to employees will be allowed for reasonable and necessary expenses incurred in connection with approved activities, and purchases when expenses are within budget allowances.

REQUIRED SUPPORTING DOCUMENTATION

Reimbursement of purchases that employees elect to make out of pocket are subject to the availability of budgeted funds and must be supported by detailed receipts. Staff are required to fill the reimbursement form from the staff VIP. It is the responsibility of the employee to retain and submit receipts and supporting documentation for reimbursable school-related expenditures. All requests must have supporting documentation attached. Undocumented or unreceipted expenditures will not be processed or reimbursed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PointeNorth Insurance Group, LLC PO Box 724728 Atlanta GA 31139	CONTACT NAME: Lisa Harris PHONE (A/C, No, Ext): (770) 858-7540 FAX (A/C, No): (770) 858-7545 E-MAIL ADDRESS: lisa.harris@pninsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED Dekalb Path Academy 3007 Hermance Drive Ne Atlanta GA 30319	INSURER A: Massachusetts Bay Ins Co INSURER B: AllAmerica Financial Benefits INSURER C: Hanover Insurance Company INSURER D: Capitol Special Risk INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 24-25 Master COI**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	☒ COMMERCIAL GENERAL LIABILITY			ZDA D349077-07	08/21/2024	08/21/2025	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 25,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ Included	
B	AUTOMOBILE LIABILITY			AWA8799025	06/28/2024	06/28/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
C	☒ UMBRELLA LIAB			UHA D349080-06	08/21/2023	08/21/2024	EACH OCCURRENCE	\$ 5,000,000	
	☒ EXCESS LIAB						AGGREGATE	\$ 5,000,000	
	☐ CLAIMS-MADE ☐ RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
D	Employment Practice Liability			EPL2349627	11/07/2023	11/07/2024	Limit	\$500,000	
	Prior & Pending Date: 11/07/2014						Retentions	\$10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENT*****

2909125

POINTENORTH INS GRP LLC
PO BOX 724728
ATLANTA GA 31139

AGENT*****

**The Hanover Insurance Group
Consumer Privacy Notice**

FACTS	WHAT DOES THE HANOVER DO WITH YOUR PERSONAL INFORMATION?
Why?	At The Hanover Insurance Group (“The Hanover”), we are committed to protecting the privacy of the personal information that we collect or maintain. Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and may share to provide products services to you include: ▪ Information you provide to us in your application ▪ Insurance claim history ▪ Information contained in consumer reports to the extent permitted by law. We may share information we collect for permissible purposes.
How?	All financial companies need to share customers’ personal information for permissible purposes to run their everyday business. When The Hanover shares personal information with a trusted service provider, The Hanover requires the service provider to have processes and procedures in place to protect the information. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons The Hanover chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does The Hanover share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies (for products and services not offered by The Hanover)	No	We don’t share
For our affiliates’ everyday business purposes to provide coverage and services to you— information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes to provide coverage and services to you— information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For nonaffiliates to market to you	No	We don’t share

The Hanover Insurance Group Consumer Privacy Notice

Questions?	Call [toll-free] 1-800-446-8379 or write to privacy@hanover.com

Who we are	
Who is providing this notice	This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - AIX Specialty Insurance Company - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Campmed Casualty & Indemnity Company, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Educators Insurance Agency, Inc. - Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company – The Hanover Atlantic Insurance Company Ltd - The Hanover Casualty Company - The Hanover Insurance Company – The Hanover National Insurance Company - Massachusetts Bay Insurance Company - NOVA Casualty Company - Opus Investment Management, Inc. - Verlan Fire Insurance Company.

What we do	
How does The Hanover protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer and systems safeguards, secured files and buildings, firewall technology and the use of detection software. We have implemented processes and procedures to strengthen protection of our customer information. We limit access to your information to those employees who need access to do their job.
How does The Hanover collect my personal information?	We collect your personal information, for example, when you: ▪ Apply for insurance ▪ Pay insurance premiums or file insurance claims ▪ Provide account information ▪ Access our website We also collect your personal information from third parties, such as consumer reporting agencies and various state department of motor vehicles or similar agencies.
Why can't I limit all sharing?	Federal and state laws give you the right to limit only: ▪ Sharing for affiliates' everyday business purposes- information about your credit worthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you State laws may give you additional rights to limit sharing. See below for more on your rights under state laws.
What happens when I limit sharing for an account I hold jointly with someone else?	Where "limit the sharing" is available, your choices will apply to everyone on your account.

The Hanover Insurance Group Consumer Privacy Notice

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial or nonfinancial companies. ▪ The Hanover affiliates are listed in this Consumer Privacy Notice.
Nonaffiliates	Companies not related by common ownership or control. They can be financial or nonfinancial companies. ▪ The Hanover does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ The Hanover does not jointly market.

Other important information
California: California residents can review our Privacy Policy for California Residents located at https://www.hanover.com/legal-and-compliance/privacy-center/privacy-policy-california-residents. New York: New York Insurance Law §2612 provides certain rights to victims of domestic violence, including privacy protections and protections from discrimination, each of which is described in the policy located at https://www.hanover.com/legal-and-compliance/privacy-policy/notice-protections-victims-domestic-violence-under-ss2612-new. As mentioned above, The Hanover may share your personal information for our everyday business purposes— such as to process your transactions and claims, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus. The term “Information” means information we collect during an insurance transaction or other interactions you may have with us. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law: for example, we may share your Information with insurance regulatory authorities, law enforcement, and re-insurers and consumer reporting agencies, among other insurance support organizations. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others. To request access to or deletion of your personal information, send a written letter to: The Hanover Insurance Group, Inc., c/o Chief Privacy Officer, 440 Lincoln Street N435, Worcester, MA 01653. Include your name, address, and your policy, contract, or account number, and describe the information you wish to access or delete. You may correct inaccurate personal information by visiting Hanover.com or calling your agent. We will respond to your request within the statutory timeline under your state statute. We can’t change information other companies, like credit agencies, provide to us. You’ll need to ask them to change it.

**The Hanover Insurance Group
Consumer Privacy Notice**

Property Inspection for Valuation and Underwriting

Your professional insurance agent is dedicated to working with you to help make sure that you have the appropriate amount of coverage for your property. From time to time, we may order an inspection of your property to assist with the determination of whether the coverage on your property is adequate. We may also order an inspection to assist us in our underwriting process. Our inspection process may involve discussions with your agent, a phone discussion with you, inspecting and taking pictures of your property by third party service provider, a computerized analysis using a set of cost factors including labor and construction materials in your region, or a combination of these or other measures to help determine whether you have the appropriate amount of coverage for your property. It is necessary that you cooperate with us when we make a property inspection request. It is important to understand that the market value of your property and the replacement cost may differ significantly for many reasons, including that construction costs may differ significantly from region to region. We utilize third party vendors to provide us with inflation trend information for your region. We will also periodically apply automatic inflation adjustments to your coverage amounts to keep pace with regional inflation trends. If you have questions about the amount of your coverage compared to the replacement cost of your property, you should contact your agent. Also, if you made changes to your property during the policy period, or have information which you feel we should be aware of, such as the installation of upgraded fixtures or other changes or additions to the property which may have bearing on its value, you should contact your agent or us directly to provide such information. Although the responsibility for making sure your property is properly insured to its value rests with you, our property inspection and coverage evaluation program has been designed to assist you and your agent with this evaluation and to assist us in our underwriting process. Please refer to your issued policy for the coverage you are afforded.

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

DISCLOSURE OF PREMIUM:

Total Terrorism Premium	\$ 69
Fire Following Premium	\$ 8
Other than Fire Following Premium	\$ 61

Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from “acts of terrorism” defined in Section 102(1) of the Act as follows:

Any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The premium charged for this coverage is provided in the **SCHEDULE** above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below. This premium has been added to your policy and unless this form is signed and returned to us to reject terrorism coverage, coverage for Certified Acts of Terrorism is provided by your policy.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In Standard Fire states, terrorism exclusions make an exception for (and therefore provide coverage for) fire losses resulting from an act of terrorism. Any policyholder with a location that we insure in a Standard Fire State that rejects our offer of terrorism coverage in this form will still have coverage with us for fire losses resulting from an act of terrorism.

Explanation of Premium

If a dollar amount is shown for Fire Following Premium in the **SCHEDULE** above that means we insure a location of yours in a Standard Fire State. Fire Following Premium is shown in the **SCHEDULE** above regardless of whether a policyholder with a location that we insure in a Standard Fire State accepts or rejects terrorism coverage with us. Fire Following Premium represents the charge for the coverage we provide for fire losses resulting from acts of terrorism. Fire Following Premium does not include Other Than Fire Following Premium. All Other Than Fire Following Premium is shown in the Other Than Fire Following Premium field in the **SCHEDULE** above.

If a dollar amount is shown for Other Than Fire Following Premium in the **SCHEDULE** above that means you have accepted terrorism coverage with us. Other Than Fire Following Premium represents the charge for terrorism coverage. Other Than Fire Following Premium does not include Fire Following Premium. If applicable, all Fire Following Premium is shown in the Fire Following Premium field in the **SCHEDULE** above.

The dollar amount shown for Total Terrorism Premium in the **SCHEDULE** above represents the sum of premium for Fire Following Premium and Other Than Fire Following Premium.

Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Rejection of Terrorism Insurance Coverage*

I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant/Policyholder Signature

Massachusetts Bay Insurance Company

Insurance Company

Print Name

ZDA D349077 07

Quote or Policy Number

Date

*If this policy is a renewal and:

- a. You have previously submitted a signed Rejection, you are not required to submit an additional Rejection at this time; or
- b. You have previously accepted coverage and now wish to reject, you are required to complete and sign the Rejection of Terrorism Insurance Coverage above.



ZDA D349077 07

Massachusetts Bay Insurance Company (A Stock Company)
440 Lincoln Street, Worcester, MA 01653-0002
Commercial Line Policy
Common Declarations

CM

Policy Number	Policy Period		Coverage is Provided in the:	Agency Code
	From	To		
ZDA D349077 07	08/21/2024	08/21/2025	Massachusetts Bay Insurance Company	2909125

Named Insured and Address :**Agent :**

DEKALB PATH ACADEMY 3007 HERMAN DRIVE NE ATLANTA GA 30319	POINTENORTH INS GRP LLC PO BOX 724728 ATLANTA GA 31139

Branch : Atlanta Branch Office
Policy Period : **From** 08/21/2024 **To** 08/21/2025
12:01 A.M. Standard Time at Your Mailing Address Shown Above.
Business Description: College Prep Charter School
Legal Entity: Other

In Consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the attached schedule(s) for which a specific limit of insurance is shown. This is subject to all terms of this policy including Common Policy Conditions. Coverage Parts, Forms and Endorsements may be subject to adjustment and/or a policy minimum premium.

Commercial Property Coverage	\$3,670.00
Commercial General Liability Coverage	\$10,890.00
Cyber Liability Coverage	\$106.00
Professional Liability Coverage	\$2,635.00
Commercial Inland Marine Coverage	\$501.00
Commercial Crime Coverage	\$420.00
Commercial Auto Coverage	Not Covered
Total Surcharges Premium	N/A
Additional Premium For Policy Minimum	N/A
** Total	\$18,222.00

**INCLUDES PREMIUM, IF ANY, FOR TERRORISM; REFER TO DISCLOSURE NOTICE

Countersigned _____ By _____



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

4 Pay - 25% Down

Group Number ZSX



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Locations of All Premises You Own, Rent or Occupy

Location: 1

3007 Hermance Drive NE
Atlanta GA
30319

Forms Applicable to all Coverage Parts:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
221-0163	10/03	Change Endorsement Form
* 231-0862	11/23	Consumer Privacy Notice
401-1337	02/16	Trade Or Economic Sanctions Endorsement
* 401-1374	12/20	Disclosure Pursuant To Terrorism Risk Insurance Act
401-1377	06/20	Company Address Listing
401-1504	01/20	Cap On Losses From Certified Acts Of Terrorism
IL 00 03	09/08	Calculation of Premium
IL 00 17	11/98	Common Policy Conditions
IL 00 21	09/08	Nuclear Energy Liability Exclusion Endorsement
IL 02 62	02/15	Georgia Changes - Cancellation And Nonrenewal
IL 09 35	07/02	Exclusion of Certain Computer-Related Losses
IL 09 52	01/15	Cap On Losses From Certified Acts of Terrorism
SIG 11 00	11/17	Signature Page



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Commercial Property Coverage Part Declaration

Total Property Premium

\$3,670.00

Coverages Provided:

Insurance at the Described Premises applies only for the coverage shown below:

<u>LOC</u>	<u>BLDG</u>			
1	1	Occupancy:	Schools - Public or private - elementary, kindergarten or junior high	
		Territory:	319	
		Construction:	Noncombustible	
		Protection Class:	2	
<u>LOC</u>	<u>BLDG</u>	<u>Coverage:</u>	<u>Cause of Loss:</u>	<u>Premiums:</u>
1	1	Contents All Inclusive	Special	\$1,492.00
		Limit Of Insurance:	\$651,281.00	
		Replacement Cost		
		Coinsurance:	90%	
<u>LOC</u>	<u>BLDG</u>	<u>Coverage:</u>	<u>Cause of Loss:</u>	<u>Premiums:</u>
1	1	Legal Liability Personal Property	Special	\$1,157.00
		Limit Of Insurance:	\$521,025.00	
		Replacement Cost		
		Coinsurance	90%	
<u>LOC</u>	<u>BLDG</u>	<u>DED BY LOC</u>	<u>APPLICABLE DEDUCTIBLE</u>	
1	1		Windstorm/Hail Deductible	\$1,000.00
			Theft Deductible:	\$1,000.00
			Other Deductible:	\$1,000.00



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Commercial Property Coverage Part Declaration**Additional Premium for Property Minimum :** N/A**Miscellaneous/Optional Property Coverages:****PREMIUM**

Data Breach	\$65.00
Boiler / Machinery / Equipment Breakdown (Equipment Breakdown Sublimit : \$100,000)	\$203.00
Emergency Event Management Coverage	\$22.00
Terrorism Premium	\$13.00
Gold Property Broadening Endorsement	\$619.00
Educational Institutions - Property Broadening Endorsement	\$99.00



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Forms Applicable to Property Coverage Parts:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
411-0669	01/15	Data Breach Coverage Form
411-0679	04/10	Associates And Family Members Additional Coverage Endorsement
411-0681	12/09	Identity Theft Resolution Services
411-0793	02/23	Gold Property Broadening Endorsement
411-0812	02/23	Educational Institutions Property Broadening Endorsement
411-0834	04/14	GA Emergency Event Management Coverage
411-0925	01/15	Georgia Changes - Data Breach Coverage Form
451-0038	11/16	Equipment Breakdown Coverage (Including Electronic Circuitry Impairment)
* 451-0039	11/16	Commercial Property Coverage Part Equipment Breakdown Coverage Schedule
451-0051	11/16	Georgia Changes - Equipment Breakdown
CP 00 10	10/12	Building and Personal Property Coverage Form
CP 00 40	10/12	Legal Liability Coverage Form
CP 00 90	07/88	Commercial Property Conditions
CP 01 31	01/20	Georgia Changes
CP 01 40	07/06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30	09/17	Causes Of Loss - Special Form
CP 14 10	06/95	Additional Covered Property



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Commercial General Liability Coverage Part Declaration

Audit Frequency: Annual

Limits of Insurance:

General Aggregate Limit	\$2,000,000
Products-Completed Operations are Included in the General Aggregate Limit	
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	\$25,000
General Liability Deductible:	
Total Advance Commercial General Liability Premium	\$10,890.00

THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS

Forms Applicable to General Liability Coverage Parts:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
421-0022	12/90	Asbestos Liability Exclusion
421-0343	02/11	Innocent Party Defense Endorsement
421-0361	06/15	Other Coverage Amendment
421-0362	09/19	Exclusion - Law Enforcement Professional Liability
421-0366	07/16	Abuse or Molestation Exclusion
421-1741	12/14	Student Internship Liability
421-2139	08/11	Liberalization Clause
421-2915	06/15	Commercial General Liability Broadening Endorsement
421-2925	06/17	Commercial General Liability Enhancement Endorsement - Educational Institutions
421-3500	06/15	Georgia Changes
421-3603	07/16	Georgia Sexual Misconduct Or Sexual Molestation Liability (Occurrence - Separate Aggregate)
421-4229	09/19	Georgia Incidental Professional Liability Coverage For Educational Institutions Endorsement
CG 00 01	04/13	Commercial General Liability Coverage Form - Occurrence
CG 21 06	05/14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG 21 32	05/09	Communicable Disease Exclusion
CG 21 47	12/07	Employment - Related Practices Exclusion
CG 21 49	09/99	Total Pollution Exclusion Endorsement
CG 21 70	01/15	Cap On Losses From Certified Acts of Terrorism
CG 21 96	03/05	Silica or Silica-Related Dust Exclusion
CG 22 67	10/93	Corporal Punishment
CG 32 01	12/04	Georgia Limited Fungi Or Bacteria Coverage - Small Business



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Commercial General Liability Classification Schedule Declaration

<u>LOC</u>	<u>ST</u>	<u>TERR</u>	<u>CODE</u>	<u>SUBLINE</u>	<u>PREMIUM BASIS</u>	<u>PER</u>	<u>RATE</u>	<u>ADVANCE PREMIUM</u>
1	GA	502	47476	334	368 Each Student	Each	21.244	\$7,818.00

Products – Completed Operations are Included in the General Aggregate Limit

Schools private elementary, kindergarten or junior high Not-For-Profit

<u>LOC</u>	<u>ST</u>	<u>TERR</u>	<u>CODE</u>	<u>SUBLINE</u>	<u>PREMIUM BASIS</u>	<u>PER</u>	<u>RATE</u>	<u>ADVANCE PREMIUM</u>
1	GA	502	47469	334	41 Faculty Members	Each	21.244	\$871.00

Products – Completed Operations are Included in the General Aggregate Limit

Schools faculty liability for corporal punishment of students

Miscellaneous/Optional General Liability CoveragesAdvance Premium

Terrorism Premium	\$55.00
Student Internship Liability - Unscheduled - Occurrence	\$500.00
Incidental Professional Liability Coverage for Educational Institutions - Occurrence	\$50.00
School and Educators Legal Liability - Claims Made (SELL Retro Date) 08/21/2017 (D&O Retro Date) 08/21/2017	\$2,635.00
CGL Enhancement - Educational Institutions	\$250.00
Sexual Misconduct or Sexual Molestation Liability - Occurrence - Separate Aggregate	\$1,346.00

Additional Premium for Coverage Minimum: N/A

Total Advance General Liability Premium \$10,890.00

Subline 334 Premises and Operations

CYBER DECLARATIONS

CLAIMS-MADE WARNING

THIS COVERAGE PART INCLUDES COVERAGES WRITTEN ON A CLAIMS-MADE BASIS SUBJECT TO ITS TERMS. CLAIMS-MADE COVERAGE APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSUREDS" DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

"DEFENSE EXPENSES" WITHIN LIMITS AND DEDUCTIBLE

THE LIMITS OF LIABILITY WILL BE REDUCED AND CAN BE COMPLETELY EXHAUSTED BY THE PAYMENT OF COVERED "DEFENSE EXPENSES". IN THE EVENT THAT THE LIMIT OF LIABILITY IS EXHAUSTED, THE "INSURER" SHALL NOT BE LIABLE FOR "DEFENSE EXPENSES", JUDGMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT. INSURING AGREEMENTS A. AND B. ARE SUBJECT TO DEDUCTIBLE AMOUNTS STATED IN THE DECLARATIONS. AMOUNTS INCURRED FOR "DEFENSE EXPENSES" ARE SUBJECT TO THE APPLICABLE DEDUCTIBLE.

Policy Number	Coverage is provided by:
ZDA D349077 07	Massachusetts Bay Insurance Company (A Stock Company) 440 Lincoln Street Worcester, MA 01653-0002
Item 1. NAMED INSURED: DEKALB PATH ACADEMY 3007 HERMANCE DRIVE NE ATLANTA GA 30319	
Item 2. POLICY PERIOD Inception Date: 08/21/2024 Expiration Date: 08/21/2025 (12:01 AM standard time at the address shown in Item 1.)	
Item 3. AGGREGATE LIMIT OF LIABILITY FOR THIS COVERAGE PART	
Maximum Aggregate Limit of Liability	\$50,000



Item 4. INSURING AGREEMENTS			
Prior and Pending Proceedings Date:		08/21/2017	
Retroactive Date:		08/21/2017	
Insuring Agreement	Limits of Liability	Deductible	Premium
A. Privacy and Security Liability	\$50,000	\$5,000	\$53
B. Cyber Media Liability	\$50,000	\$5,000	\$53
Item 5. PREMIUM FOR COVERAGE PART			\$106
Item 6. FORMS OR ENDORSEMENTS ATTACHED AT ISSUE:			
<u>Form Number</u>	<u>Edition Date</u>	<u>Name</u>	
850-0001	01/15	Cyber Coverage Part	
850-0061	01/15	Georgia Amendatory Endorsement	



Underwritten by: *Massachusetts Bay Insurance Company*

DECLARATIONS

SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART

**THIS IS CLAIMS-MADE COVERAGE.
READ YOUR COVERAGE PART CAREFULLY.**

CLAIMS-MADE WARNING

THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST YOU DURING THE "POLICY PERIOD", AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

"DEFENSE EXPENSES" WITHIN LIMITS NOTICE

THE EMPLOYMENT PRACTICES LIABILITY COVERAGE ENDORSEMENT OF THIS CLAIMS-MADE POLICY MAY PROVIDE FOR "DEFENSE EXPENSES" PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE, AS SELECTED IN ITEM 4 BELOW. "DEFENSE EXPENSES" INCURRED WILL REDUCE AND MAY EXHAUST THE LIMIT OF INSURANCE, AND WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN THE EVENT THAT THE LIMIT OF INSURANCE IS EXHAUSTED, WE SHALL NOT BE LIABLE FOR "DEFENSE EXPENSES", JUDGMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT.

Policy Number: ZDA D349077 07	Policy Period: From: 08/21/2024 To: 08/21/2025 12:01 A.M. Standard Time at the address of the First Named Insured as stated herein.	Agent Name and Address: 2909125 POINTENORTH INS GRP LLC PO BOX 724728 ATLANTA
Underwriting Company: <i>Massachusetts Bay Insurance Company</i> Address: 440 Lincoln Street		

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Item 1. Named Insured And Address:	DEKALB PATH ACADEMY 3007 HERMANCE DRIVE NE ATLANTA GA 30319
Item 2. Form of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Company ☒ Organization (Other than Partnership, Joint Venture or Limited Liability Company) Business Description: College Prep Charter School	


Item 3. SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART
LIMITS OF INSURANCE:

Each "Claim" Limit \$ 1,000,000

School and Educators Legal Liability Aggregate Limit \$ 1,000,000

DEDUCTIBLE:

Deductible Amount \$ 25,000

Basis of Deductible Each "claim"

☐ Loss only

☒ Loss and Defense Expenses

RETROACTIVE DATE:

This insurance does not apply to "educators wrongful acts" or "wrongful acts" committed before the Retroactive Date, if any, shown here: Refer to form 421-5088

(Enter date or "none" if no Retroactive Date applies.)

Item 4. EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES

☐ EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY

☐ Defense Expenses Outside of Limits

☐ Defense Expenses Within Limits

LIMITS OF INSURANCE:

"Wrongful Employment Act" Limit \$

Employment Practices Aggregate Limit \$

DEDUCTIBLE:

Deductible Amount \$

Basis of Deductible Per "Wrongful Employment Act"

☐ Loss only

☐ Loss and Defense Expenses

RETROACTIVE DATE:

This insurance does not apply to "wrongful employment acts" committed before the Retroactive Date, if any, shown here:

(Enter date or "none" if no Retroactive Date applies.)

Estimated Annual Premium \$2,635

Annual Minimum Premium \$

Advance Premium \$



- ☐ PREPAID – the total annual premium is due at inception.
- ☐ HANOCASH - the annual premium is payable according to the term of the Hanocash endorsement attached.
- ☐ ACCOUNT BILL ☐ DIRECT BILL ☐ Annual ☐ Semi-Annual ☒ Other
- Audit period: Non Auditable unless indicated by ☒ Annual ☐ Semi-Annual ☐ Other

Premium

Class Code	Classification Description	Premium Base	Advance Premium
47476	School and Educators Legal Liability coverage	Number of Students	2,635

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made a part of this policy:

Form Number:	Edition Date:	Title:
421-0353	06/22	School And Educators Legal Liability Coverage Part
421-0357	06/19	Declarations School And Educators Legal Liability Coverage Part
421-1701	06/17	Punitive Damages Endorsement - Schools And Educators Legal Liability
421-1705	06/17	Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law
421-4182	06/17	Liberalization Clause
421-5088	06/22	Retroactive Date for School and Educators Legal Liability Coverage Part (Split Retro)

Notice of a Claim:

Report any “educators wrongful act,” “wrongful act” or “wrongful employment act” which may result in a “claim” to the Company as required by **SECTION IV – SCHOOL AND EDUCATORS LEGAL LIABILITY CONDITIONS, 2. Duties in the Event of Educators Wrongful Act, Wrongful Act, Claim, or Suit**

The Hanover Insurance Company
P.O. Box 15145
Worcester, MA 01615

National Claims Telephone Number : 800-628-0250

Facsimile: 800-399-4734

Email: firstreport@hanover.com



Agent's Signature
(required in the state of Florida):

(may be electronic scripted signature)

Any purchased Optional Extended Reporting Period will not exceed 200% of the annualized policy premium.

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Inland Marine Declaration**Total Inland Marine Premium****\$501.00**

Coverages Provided:

Insurance at the Described Premises applies only for the coverage shown below:

Additional Premium for Inland Marine Minimum:

N/A

Miscellaneous/Optional Inland Marine Coverages:**PREMIUM**

Educational Institution Miscellaneous Property Coverage

\$500.00

Terrorism Premium

\$1.00



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Forms Applicable to Inland Marine Coverage Parts:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
441-0243 CM 00 01	02/11 09/04	Educational Institution Miscellaneous Property Coverage Form Commercial Inland Marine Conditions



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Crime Declaration

Total Crime Premium \$420.00

Coverages Provided:

<u>LOC</u>	<u>BLDG</u>	<u>Type of Coverage</u>	<u>Premium</u>
		Forgery or Alteration Insuring Agreement	\$93.00
		Limit	\$250,000.00
		Deductible	\$2,500.00
		Blanket/Schedule	Blanket
		Ratable Employees	5
		ERISA Plan name	N/A
		ERISA Total Asset Value	N/A
<u>LOC</u>	<u>BLDG</u>	<u>Type of Coverage</u>	<u>Premium</u>
		Employee Theft Insuring Agreement	\$327.00
		Limit	\$250,000.00
		Deductible	\$10,000.00
		Blanket/Schedule	Blanket
		Ratable Employees	5
		ERISA Plan name	N/A
		ERISA Total Asset Value	N/A
Additional for Coverage Minimum Premium			N/A
Total Crime Premium			\$420.00

Forms Applicable to Crime Coverage Parts:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
CR 00 20	05/06	Commercial Crime Coverage Form (Discovery Form)
CR 01 32	07/02	Georgia Changes Concealment Misrepresentation Or Fraud

COMMERCIAL PROPERTY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE SCHEDULE

Equipment Breakdown is subject to the Limits of Insurance shown in the Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

Coverages	Limits
Equipment Breakdown Limit	\$651,281
Business Income	\$Excluded
Extra Expense	\$Excluded
Data Restoration	\$100,000
Expediting Expenses	\$100,000
Hazardous Substances	\$100,000
Scientific Animals	\$0
Service Interruption	\$Included in Business Income, Extra Expense and/or Spoilage Limit
Spoilage	\$100,000

	Deductibles
Combined, All Coverages	\$Not Applicable
Direct Coverages	\$1,000
Spoilage	\$1,000

Other Conditions

Service Interruption â€“ 24 hour waiting period

ZDA D349077 07
2909125
Original Insured

DEKALB PATH ACADEMY

3007 HERMANCE DRIVE NE
ATLANTA GA
30319

DEKALB PATH ACADEMY
3007 HERMANCE DRIVE NE
ATLANTA GA
30319

DEKALB PATH ACADEMY

3007 HERMANCE DRIVE NE
ATLANTA GA
30319

**The Hanover Insurance Group
Consumer Privacy Notice**

FACTS	WHAT DOES THE HANOVER DO WITH YOUR PERSONAL INFORMATION?
Why?	At The Hanover Insurance Group (“The Hanover”), we are committed to protecting the privacy of the personal information that we collect or maintain. Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and may share to provide products services to you include: ▪ Information you provide to us in your application ▪ Insurance claim history ▪ Information contained in consumer reports to the extent permitted by law. We may share information we collect for permissible purposes.
How?	All financial companies need to share customers’ personal information for permissible purposes to run their everyday business. When The Hanover shares personal information with a trusted service provider, The Hanover requires the service provider to have processes and procedures in place to protect the information. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons The Hanover chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does The Hanover share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies (for products and services not offered by The Hanover)	No	We don’t share
For our affiliates’ everyday business purposes to provide coverage and services to you— information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes to provide coverage and services to you— information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For nonaffiliates to market to you	No	We don’t share

The Hanover Insurance Group Consumer Privacy Notice

Questions?	Call [toll-free] 1-800-446-8379 or write to privacy@hanover.com

Who we are	
Who is providing this notice	This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - AIX Specialty Insurance Company - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Campmed Casualty & Indemnity Company, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Educators Insurance Agency, Inc. - Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company – The Hanover Atlantic Insurance Company Ltd - The Hanover Casualty Company - The Hanover Insurance Company – The Hanover National Insurance Company - Massachusetts Bay Insurance Company - NOVA Casualty Company - Opus Investment Management, Inc. - Verlan Fire Insurance Company.

What we do	
How does The Hanover protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer and systems safeguards, secured files and buildings, firewall technology and the use of detection software. We have implemented processes and procedures to strengthen protection of our customer information. We limit access to your information to those employees who need access to do their job.
How does The Hanover collect my personal information?	We collect your personal information, for example, when you: ▪ Apply for insurance ▪ Pay insurance premiums or file insurance claims ▪ Provide account information ▪ Access our website We also collect your personal information from third parties, such as consumer reporting agencies and various state department of motor vehicles or similar agencies.
Why can't I limit all sharing?	Federal and state laws give you the right to limit only: ▪ Sharing for affiliates' everyday business purposes- information about your credit worthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you State laws may give you additional rights to limit sharing. See below for more on your rights under state laws.
What happens when I limit sharing for an account I hold jointly with someone else?	Where "limit the sharing" is available, your choices will apply to everyone on your account.

The Hanover Insurance Group Consumer Privacy Notice

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial or nonfinancial companies. ▪ The Hanover affiliates are listed in this Consumer Privacy Notice.
Nonaffiliates	Companies not related by common ownership or control. They can be financial or nonfinancial companies. ▪ The Hanover does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ The Hanover does not jointly market.

Other important information
California: California residents can review our Privacy Policy for California Residents located at https://www.hanover.com/legal-and-compliance/privacy-center/privacy-policy-california-residents. New York: New York Insurance Law §2612 provides certain rights to victims of domestic violence, including privacy protections and protections from discrimination, each of which is described in the policy located at https://www.hanover.com/legal-and-compliance/privacy-policy/notice-protections-victims-domestic-violence-under-ss2612-new. As mentioned above, The Hanover may share your personal information for our everyday business purposes— such as to process your transactions and claims, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus. The term “Information” means information we collect during an insurance transaction or other interactions you may have with us. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law: for example, we may share your Information with insurance regulatory authorities, law enforcement, and re-insurers and consumer reporting agencies, among other insurance support organizations. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others. To request access to or deletion of your personal information, send a written letter to: The Hanover Insurance Group, Inc., c/o Chief Privacy Officer, 440 Lincoln Street N435, Worcester, MA 01653. Include your name, address, and your policy, contract, or account number, and describe the information you wish to access or delete. You may correct inaccurate personal information by visiting Hanover.com or calling your agent. We will respond to your request within the statutory timeline under your state statute. We can’t change information other companies, like credit agencies, provide to us. You’ll need to ask them to change it.

**The Hanover Insurance Group
Consumer Privacy Notice**

Property Inspection for Valuation and Underwriting

Your professional insurance agent is dedicated to working with you to help make sure that you have the appropriate amount of coverage for your property. From time to time, we may order an inspection of your property to assist with the determination of whether the coverage on your property is adequate. We may also order an inspection to assist us in our underwriting process. Our inspection process may involve discussions with your agent, a phone discussion with you, inspecting and taking pictures of your property by third party service provider, a computerized analysis using a set of cost factors including labor and construction materials in your region, or a combination of these or other measures to help determine whether you have the appropriate amount of coverage for your property. It is necessary that you cooperate with us when we make a property inspection request. It is important to understand that the market value of your property and the replacement cost may differ significantly for many reasons, including that construction costs may differ significantly from region to region. We utilize third party vendors to provide us with inflation trend information for your region. We will also periodically apply automatic inflation adjustments to your coverage amounts to keep pace with regional inflation trends. If you have questions about the amount of your coverage compared to the replacement cost of your property, you should contact your agent. Also, if you made changes to your property during the policy period, or have information which you feel we should be aware of, such as the installation of upgraded fixtures or other changes or additions to the property which may have bearing on its value, you should contact your agent or us directly to provide such information. Although the responsibility for making sure your property is properly insured to its value rests with you, our property inspection and coverage evaluation program has been designed to assist you and your agent with this evaluation and to assist us in our underwriting process. Please refer to your issued policy for the coverage you are afforded.

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

DISCLOSURE OF PREMIUM:

Total Terrorism Premium	\$ 69
Fire Following Premium	\$ 8
Other than Fire Following Premium	\$ 61

Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism" defined in Section 102(1) of the Act as follows:

Any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The premium charged for this coverage is provided in the **SCHEDULE** above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below. This premium has been added to your policy and unless this form is signed and returned to us to reject terrorism coverage, coverage for Certified Acts of Terrorism is provided by your policy.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In Standard Fire states, terrorism exclusions make an exception for (and therefore provide coverage for) fire losses resulting from an act of terrorism. Any policyholder with a location that we insure in a Standard Fire State that rejects our offer of terrorism coverage in this form will still have coverage with us for fire losses resulting from an act of terrorism.

Explanation of Premium

If a dollar amount is shown for Fire Following Premium in the **SCHEDULE** above that means we insure a location of yours in a Standard Fire State. Fire Following Premium is shown in the **SCHEDULE** above regardless of whether a policyholder with a location that we insure in a Standard Fire State accepts or rejects terrorism coverage with us. Fire Following Premium represents the charge for the coverage we provide for fire losses resulting from acts of terrorism. Fire Following Premium does not include Other Than Fire Following Premium. All Other Than Fire Following Premium is shown in the Other Than Fire Following Premium field in the **SCHEDULE** above.

If a dollar amount is shown for Other Than Fire Following Premium in the **SCHEDULE** above that means you have accepted terrorism coverage with us. Other Than Fire Following Premium represents the charge for terrorism coverage. Other Than Fire Following Premium does not include Fire Following Premium. If applicable, all Fire Following Premium is shown in the Fire Following Premium field in the **SCHEDULE** above.

The dollar amount shown for Total Terrorism Premium in the **SCHEDULE** above represents the sum of premium for Fire Following Premium and Other Than Fire Following Premium.

Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Rejection of Terrorism Insurance Coverage*

I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant/Policyholder Signature

Massachusetts Bay Insurance Company

Insurance Company

Print Name

ZDA D349077 07

Quote or Policy Number

Date

*If this policy is a renewal and:

- a. You have previously submitted a signed Rejection, you are not required to submit an additional Rejection at this time; or
- b. You have previously accepted coverage and now wish to reject, you are required to complete and sign the Rejection of Terrorism Insurance Coverage above.



ZDA D349077 07

Massachusetts Bay Insurance Company (A Stock Company)
440 Lincoln Street, Worcester, MA 01653-0002
Commercial Line Policy
Common Declarations

CM

Policy Number	Policy Period		Coverage is Provided in the:	Agency Code
	From	To		
ZDA D349077 07	08/21/2024	08/21/2025	Massachusetts Bay Insurance Company	2909125

Named Insured and Address :**Agent :**

DEKALB PATH ACADEMY 3007 HERMAN DRIVE NE ATLANTA GA 30319	POINTENORTH INS GRP LLC PO BOX 724728 ATLANTA GA 31139

Branch : Atlanta Branch Office
Policy Period : From 08/21/2024 To 08/21/2025
 12:01 A.M. Standard Time at Your Mailing Address Shown Above.
Business Description: College Prep Charter School
Legal Entity: Other

In Consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the attached schedule(s) for which a specific limit of insurance is shown. This is subject to all terms of this policy including Common Policy Conditions. Coverage Parts, Forms and Endorsements may be subject to adjustment and/or a policy minimum premium.

Commercial Property Coverage	\$3,670.00
Commercial General Liability Coverage	\$10,890.00
Cyber Liability Coverage	\$106.00
Professional Liability Coverage	\$2,635.00
Commercial Inland Marine Coverage	\$501.00
Commercial Crime Coverage	\$420.00
Commercial Auto Coverage	Not Covered
Total Surcharges Premium	N/A
Additional Premium For Policy Minimum	N/A
** Total	\$18,222.00

**INCLUDES PREMIUM, IF ANY, FOR TERRORISM; REFER TO DISCLOSURE NOTICE

Countersigned _____ By _____



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

4 Pay - 25% Down

Group Number ZSX



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Locations of All Premises You Own, Rent or Occupy

Location: 1

3007 Hermance Drive NE
Atlanta GA
30319

Forms Applicable to all Coverage Parts:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
221-0163	10/03	Change Endorsement Form
* 231-0862	11/23	Consumer Privacy Notice
401-1337	02/16	Trade Or Economic Sanctions Endorsement
* 401-1374	12/20	Disclosure Pursuant To Terrorism Risk Insurance Act
401-1377	06/20	Company Address Listing
401-1504	01/20	Cap On Losses From Certified Acts Of Terrorism
IL 00 03	09/08	Calculation of Premium
IL 00 17	11/98	Common Policy Conditions
IL 00 21	09/08	Nuclear Energy Liability Exclusion Endorsement
IL 02 62	02/15	Georgia Changes - Cancellation And Nonrenewal
IL 09 35	07/02	Exclusion of Certain Computer-Related Losses
IL 09 52	01/15	Cap On Losses From Certified Acts of Terrorism
SIG 11 00	11/17	Signature Page



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Commercial Property Coverage Part Declaration

Total Property Premium

\$3,670.00

Coverages Provided:

Insurance at the Described Premises applies only for the coverage shown below:

<u>LOC</u>	<u>BLDG</u>			
1	1	Occupancy:	Schools - Public or private - elementary, kindergarten or junior high	
		Territory:	319	
		Construction:	Noncombustible	
		Protection Class:	2	
<u>LOC</u>	<u>BLDG</u>	<u>Coverage:</u>	<u>Cause of Loss:</u>	<u>Premiums:</u>
1	1	Contents All Inclusive	Special	\$1,492.00
		Limit Of Insurance:	\$651,281.00	
		Replacement Cost		
		Coinsurance:	90%	
<u>LOC</u>	<u>BLDG</u>	<u>Coverage:</u>	<u>Cause of Loss:</u>	<u>Premiums:</u>
1	1	Legal Liability Personal Property	Special	\$1,157.00
		Limit Of Insurance:	\$521,025.00	
		Replacement Cost		
		Coinsurance	90%	
<u>LOC</u>	<u>BLDG</u>	<u>DED BY LOC</u>	<u>APPLICABLE DEDUCTIBLE</u>	
1	1		Windstorm/Hail Deductible	\$1,000.00
			Theft Deductible:	\$1,000.00
			Other Deductible:	\$1,000.00



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Commercial Property Coverage Part Declaration**Additional Premium for Property Minimum :** N/A**Miscellaneous/Optional Property Coverages:****PREMIUM**

Data Breach	\$65.00
Boiler / Machinery / Equipment Breakdown (Equipment Breakdown Sublimit : \$100,000)	\$203.00
Emergency Event Management Coverage	\$22.00
Terrorism Premium	\$13.00
Gold Property Broadening Endorsement	\$619.00
Educational Institutions - Property Broadening Endorsement	\$99.00



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Forms Applicable to Property Coverage Parts:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
411-0669	01/15	Data Breach Coverage Form
411-0679	04/10	Associates And Family Members Additional Coverage Endorsement
411-0681	12/09	Identity Theft Resolution Services
411-0793	02/23	Gold Property Broadening Endorsement
411-0812	02/23	Educational Institutions Property Broadening Endorsement
411-0834	04/14	GA Emergency Event Management Coverage
411-0925	01/15	Georgia Changes - Data Breach Coverage Form
451-0038	11/16	Equipment Breakdown Coverage (Including Electronic Circuitry Impairment)
* 451-0039	11/16	Commercial Property Coverage Part Equipment Breakdown Coverage Schedule
451-0051	11/16	Georgia Changes - Equipment Breakdown
CP 00 10	10/12	Building and Personal Property Coverage Form
CP 00 40	10/12	Legal Liability Coverage Form
CP 00 90	07/88	Commercial Property Conditions
CP 01 31	01/20	Georgia Changes
CP 01 40	07/06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30	09/17	Causes Of Loss - Special Form
CP 14 10	06/95	Additional Covered Property



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Commercial General Liability Coverage Part Declaration

Audit Frequency: Annual

Limits of Insurance:

General Aggregate Limit	\$2,000,000
Products-Completed Operations are Included in the General Aggregate Limit	
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	\$25,000
General Liability Deductible:	
Total Advance Commercial General Liability Premium	\$10,890.00

THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS

Forms Applicable to General Liability Coverage Parts:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
421-0022	12/90	Asbestos Liability Exclusion
421-0343	02/11	Innocent Party Defense Endorsement
421-0361	06/15	Other Coverage Amendment
421-0362	09/19	Exclusion - Law Enforcement Professional Liability
421-0366	07/16	Abuse or Molestation Exclusion
421-1741	12/14	Student Internship Liability
421-2139	08/11	Liberalization Clause
421-2915	06/15	Commercial General Liability Broadening Endorsement
421-2925	06/17	Commercial General Liability Enhancement Endorsement - Educational Institutions
421-3500	06/15	Georgia Changes
421-3603	07/16	Georgia Sexual Misconduct Or Sexual Molestation Liability (Occurrence - Separate Aggregate)
421-4229	09/19	Georgia Incidental Professional Liability Coverage For Educational Institutions Endorsement
CG 00 01	04/13	Commercial General Liability Coverage Form - Occurrence
CG 21 06	05/14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG 21 32	05/09	Communicable Disease Exclusion
CG 21 47	12/07	Employment - Related Practices Exclusion
CG 21 49	09/99	Total Pollution Exclusion Endorsement
CG 21 70	01/15	Cap On Losses From Certified Acts of Terrorism
CG 21 96	03/05	Silica or Silica-Related Dust Exclusion
CG 22 67	10/93	Corporal Punishment
CG 32 01	12/04	Georgia Limited Fungi Or Bacteria Coverage - Small Business



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Commercial General Liability Classification Schedule Declaration

<u>LOC</u>	<u>ST</u>	<u>TERR</u>	<u>CODE</u>	<u>SUBLINE</u>	<u>PREMIUM BASIS</u>	<u>PER</u>	<u>RATE</u>	<u>ADVANCE PREMIUM</u>
1	GA	502	47476	334	368 Each Student	Each	21.244	\$7,818.00

Products – Completed Operations are Included in the General Aggregate Limit

Schools private elementary, kindergarten or junior high Not-For-Profit

<u>LOC</u>	<u>ST</u>	<u>TERR</u>	<u>CODE</u>	<u>SUBLINE</u>	<u>PREMIUM BASIS</u>	<u>PER</u>	<u>RATE</u>	<u>ADVANCE PREMIUM</u>
1	GA	502	47469	334	41 Faculty Members	Each	21.244	\$871.00

Products – Completed Operations are Included in the General Aggregate Limit

Schools faculty liability for corporal punishment of students

Miscellaneous/Optional General Liability CoveragesAdvance Premium

Terrorism Premium	\$55.00
Student Internship Liability - Unscheduled - Occurrence	\$500.00
Incidental Professional Liability Coverage for Educational Institutions - Occurrence	\$50.00
School and Educators Legal Liability - Claims Made (SELL Retro Date) 08/21/2017 (D&O Retro Date) 08/21/2017	\$2,635.00
CGL Enhancement - Educational Institutions	\$250.00
Sexual Misconduct or Sexual Molestation Liability - Occurrence - Separate Aggregate	\$1,346.00

Additional Premium for Coverage Minimum: N/A

Total Advance General Liability Premium \$10,890.00

Subline 334 Premises and Operations

CYBER DECLARATIONS

CLAIMS-MADE WARNING

THIS COVERAGE PART INCLUDES COVERAGES WRITTEN ON A CLAIMS-MADE BASIS SUBJECT TO ITS TERMS. CLAIMS-MADE COVERAGE APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSUREDS" DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

"DEFENSE EXPENSES" WITHIN LIMITS AND DEDUCTIBLE

THE LIMITS OF LIABILITY WILL BE REDUCED AND CAN BE COMPLETELY EXHAUSTED BY THE PAYMENT OF COVERED "DEFENSE EXPENSES". IN THE EVENT THAT THE LIMIT OF LIABILITY IS EXHAUSTED, THE "INSURER" SHALL NOT BE LIABLE FOR "DEFENSE EXPENSES", JUDGMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT. INSURING AGREEMENTS A. AND B. ARE SUBJECT TO DEDUCTIBLE AMOUNTS STATED IN THE DECLARATIONS. AMOUNTS INCURRED FOR "DEFENSE EXPENSES" ARE SUBJECT TO THE APPLICABLE DEDUCTIBLE.

Policy Number	Coverage is provided by:
ZDA D349077 07	Massachusetts Bay Insurance Company (A Stock Company) 440 Lincoln Street Worcester, MA 01653-0002
Item 1. NAMED INSURED: DEKALB PATH ACADEMY 3007 HERMANCE DRIVE NE ATLANTA GA 30319	
Item 2. POLICY PERIOD Inception Date: 08/21/2024 Expiration Date: 08/21/2025 (12:01 AM standard time at the address shown in Item 1.)	
Item 3. AGGREGATE LIMIT OF LIABILITY FOR THIS COVERAGE PART	
Maximum Aggregate Limit of Liability	\$50,000



Item 4. INSURING AGREEMENTS			
Prior and Pending Proceedings Date:		08/21/2017	
Retroactive Date:		08/21/2017	
Insuring Agreement	Limits of Liability	Deductible	Premium
A. Privacy and Security Liability	\$50,000	\$5,000	\$53
B. Cyber Media Liability	\$50,000	\$5,000	\$53
Item 5. PREMIUM FOR COVERAGE PART		\$106	
Item 6. FORMS OR ENDORSEMENTS ATTACHED AT ISSUE:			
<u>Form Number</u>	<u>Edition Date</u>	<u>Name</u>	
850-0001	01/15	Cyber Coverage Part	
850-0061	01/15	Georgia Amendatory Endorsement	



Underwritten by: *Massachusetts Bay Insurance Company*

DECLARATIONS

SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART

**THIS IS CLAIMS-MADE COVERAGE.
READ YOUR COVERAGE PART CAREFULLY.**

CLAIMS-MADE WARNING

THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST YOU DURING THE "POLICY PERIOD", AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

"DEFENSE EXPENSES" WITHIN LIMITS NOTICE

THE EMPLOYMENT PRACTICES LIABILITY COVERAGE ENDORSEMENT OF THIS CLAIMS-MADE POLICY MAY PROVIDE FOR "DEFENSE EXPENSES" PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE, AS SELECTED IN ITEM 4 BELOW. "DEFENSE EXPENSES" INCURRED WILL REDUCE AND MAY EXHAUST THE LIMIT OF INSURANCE, AND WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN THE EVENT THAT THE LIMIT OF INSURANCE IS EXHAUSTED, WE SHALL NOT BE LIABLE FOR "DEFENSE EXPENSES", JUDGMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT.

Policy Number: ZDA D349077 07	Policy Period: From: 08/21/2024 To: 08/21/2025 12:01 A.M. Standard Time at the address of the First Named Insured as stated herein.	Agent Name and Address: 2909125 POINTENORTH INS GRP LLC PO BOX 724728 ATLANTA
Underwriting Company: <i>Massachusetts Bay Insurance Company</i> Address: 440 Lincoln Street		

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Item 1. Named Insured And Address:	DEKALB PATH ACADEMY 3007 HERMANCIE DRIVE NE ATLANTA GA 30319
Item 2. Form of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Company ☒ Organization (Other than Partnership, Joint Venture or Limited Liability Company) Business Description: College Prep Charter School	


Item 3. SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART
LIMITS OF INSURANCE:

Each "Claim" Limit \$ 1,000,000

School and Educators Legal Liability Aggregate Limit \$ 1,000,000

DEDUCTIBLE:

Deductible Amount \$ 25,000

Basis of Deductible Each "claim"

☐ Loss only

☒ Loss and Defense Expenses

RETROACTIVE DATE:

This insurance does not apply to "educators wrongful acts" or "wrongful acts" committed before the Retroactive Date, if any, shown here: Refer to form 421-5088

(Enter date or "none" if no Retroactive Date applies.)

Item 4. EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES

☐ EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY

☐ Defense Expenses Outside of Limits

☐ Defense Expenses Within Limits

LIMITS OF INSURANCE:

"Wrongful Employment Act" Limit \$

Employment Practices Aggregate Limit \$

DEDUCTIBLE:

Deductible Amount \$

Basis of Deductible Per "Wrongful Employment Act"

☐ Loss only

☐ Loss and Defense Expenses

RETROACTIVE DATE:

This insurance does not apply to "wrongful employment acts" committed before the Retroactive Date, if any, shown here:

(Enter date or "none" if no Retroactive Date applies.)

Estimated Annual Premium \$2,635

Annual Minimum Premium \$

Advance Premium \$



- ☐ PREPAID – the total annual premium is due at inception.
- ☐ HANOCASH - the annual premium is payable according to the term of the Hanocash endorsement attached.
- ☐ ACCOUNT BILL ☐ DIRECT BILL ☐ Annual ☐ Semi-Annual ☒ Other
- Audit period: Non Auditable unless indicated by ☒ Annual ☐ Semi-Annual ☐ Other

Premium

Class Code	Classification Description	Premium Base	Advance Premium
47476	School and Educators Legal Liability coverage	Number of Students	2,635

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made a part of this policy:

Form Number:	Edition Date:	Title:
421-0353	06/22	School And Educators Legal Liability Coverage Part
421-0357	06/19	Declarations School And Educators Legal Liability Coverage Part
421-1701	06/17	Punitive Damages Endorsement - Schools And Educators Legal Liability
421-1705	06/17	Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law
421-4182	06/17	Liberalization Clause
421-5088	06/22	Retroactive Date for School and Educators Legal Liability Coverage Part (Split Retro)

Notice of a Claim:

Report any “educators wrongful act,” “wrongful act” or “wrongful employment act” which may result in a “claim” to the Company as required by **SECTION IV – SCHOOL AND EDUCATORS LEGAL LIABILITY CONDITIONS, 2. Duties in the Event of Educators Wrongful Act, Wrongful Act, Claim, or Suit**

The Hanover Insurance Company
P.O. Box 15145
Worcester, MA 01615

National Claims Telephone Number : 800-628-0250

Facsimile: 800-399-4734

Email: firstreport@hanover.com



Agent's Signature
(required in the state of Florida):

(may be electronic scripted signature)

Any purchased Optional Extended Reporting Period will not exceed 200% of the annualized policy premium.

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Inland Marine Declaration**Total Inland Marine Premium****\$501.00**

Coverages Provided:

Insurance at the Described Premises applies only for the coverage shown below:

Additional Premium for Inland Marine Minimum:

N/A

Miscellaneous/Optional Inland Marine Coverages:**PREMIUM**

Educational Institution Miscellaneous Property Coverage

\$500.00

Terrorism Premium

\$1.00



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Forms Applicable to Inland Marine Coverage Parts:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
441-0243	02/11	Educational Institution Miscellaneous Property Coverage Form
CM 00 01	09/04	Commercial Inland Marine Conditions



DEKALB PATH ACADEMY

ZDA D349077 07

POINTENORTH INS GRP LLC

Crime Declaration

Total Crime Premium \$420.00

Coverages Provided:

<u>LOC</u>	<u>BLDG</u>	<u>Type of Coverage</u>	<u>Premium</u>
		Forgery or Alteration Insuring Agreement	\$93.00
		Limit	\$250,000.00
		Deductible	\$2,500.00
		Blanket/Schedule	Blanket
		Ratable Employees	5
		ERISA Plan name	N/A
		ERISA Total Asset Value	N/A
<u>LOC</u>	<u>BLDG</u>	<u>Type of Coverage</u>	<u>Premium</u>
		Employee Theft Insuring Agreement	\$327.00
		Limit	\$250,000.00
		Deductible	\$10,000.00
		Blanket/Schedule	Blanket
		Ratable Employees	5
		ERISA Plan name	N/A
		ERISA Total Asset Value	N/A
Additional for Coverage Minimum Premium			N/A
Total Crime Premium			\$420.00

Forms Applicable to Crime Coverage Parts:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
CR 00 20	05/06	Commercial Crime Coverage Form (Discovery Form)
CR 01 32	07/02	Georgia Changes Concealment Misrepresentation Or Fraud

COMMERCIAL PROPERTY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE SCHEDULE

Equipment Breakdown is subject to the Limits of Insurance shown in the Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

Coverages	Limits
Equipment Breakdown Limit	\$651,281
Business Income	\$Excluded
Extra Expense	\$Excluded
Data Restoration	\$100,000
Expediting Expenses	\$100,000
Hazardous Substances	\$100,000
Scientific Animals	\$0
Service Interruption	\$Included in Business Income, Extra Expense and/or Spoilage Limit
Spoilage	\$100,000

	Deductibles
Combined, All Coverages	\$Not Applicable
Direct Coverages	\$1,000
Spoilage	\$1,000

Other Conditions

Service Interruption â€“ 24 hour waiting period

Sequoia Insurance Company

Authorization Agreement for Direct Payments

I (we) hereby authorize AmTrust North America, Inc. to initiate monthly deductions from my (our) account, identified below, for payment of premium on the insurance policy issued to me (us) by AmTrust North America, Inc.. I (we) authorize the financial institution named to accept and post entries to my (our) account.

I (we) understand that this authorization allows AmTrust North America, Inc. to adjust the monthly deductions to reflect any premium changes with the exception of the final premium audit. Any additional premiums resulting from the final premium audit will be invoiced directly to me (us).

I (we) understand that any refunds due on the policy listed below will be refunded by check and not through electronic transfer.

I (we) understand that if renewal policies are issued, that this authorization will extend to that policy term unless I (we) provide written notice to AmTrust North America, Inc. of a request to terminate this authorization.

I (we) understand that if payment is dishonored by the bank designated below from the account specified this agreement may be considered cancelled and the dishonored payment and all remaining payments may be required to be made by check or other negotiable instrument to ensure the continuance of my (our) coverage. All payments must be paid as invoiced.

Insurance Company Name: Sequoia Insurance Company

Master Account Number: 32859149

*If requesting the direct debit payment plan for the master account above, all policies assigned to that master account must be on direct debit.

Bank Information

Banking information must be received for payments to begin to withdraw automatically. If banking information is not received timely, the policies listed below could be cancelled for non-payment.

Policy Number	Name on Account	Type of Account	Bank Name	Bank Routing #	Bank Account #

This authorization will remain in effect until I (we) provide written notice to AmTrust North America, Inc. of its termination in such time and in such manner as to afford AmTrust North America, Inc. a reasonable opportunity to act on it.

Signature of Insured / Policy Holder

Date

Insured Email Address (for email notification of funds transfer)

Please allow five (5) business days for processing of this authorization.

To ensure accuracy, please attach a sample check or deposit slip marked 'VOID'.

Please fax or mail this form to:

Secure Accounting Fax Only: 216 - 520 - 3178

E-mail – AmtrustAR@amtrustgroup.com

Mail to –

**800 Superior Avenue East, 21st Floor
Cleveland, OH 44114**

Attn: Accounts Receivable

Sequoia Insurance Company
Direct Debit
Frequently Asked Questions

What is direct debit?

Direct debit is an automatic payment option for insureds that prefer not to write a check each month to make their insurance payments. Each month your monthly installment will be automatically withdrawn from the bank account you have designated.

How do I add direct debit to my policy?

Complete the Direct Debit Authorization Form with all of the information requested and attach a copy of a VOIDED check.

For fastest service, please return the form to our secure accounting fax number, 216-520-3178 or e-mail the form to AmtrustAR@amtrustgroup.com.

If you do not have a Direct Debit Authorization Form or require a replacement, please contact our Customer Service Department at 877-528-7878 to obtain the form.

When will the installment payments be withdrawn from my account?

The first payment will be directly debited as an electronic funds transfer on the effective date of the policy or the date that the policy is issued, whichever is later. All subsequent payments will be processed as an electronic funds transfer on the 10th day of each month. If this date falls on a date that is not a business day, the applicable date will be the following business day.

Will I continue to receive an invoice?

On the first of each month a reminder letter will be mailed in place of an invoice listing the amount of the direct debit for that month and the scheduled date of debit. This is not an invoice requesting payment.

What if my bank information changes?

Contact our Customer Service Department at 877-528-7878 to request a Direct Debit Authorization Form. You can make any necessary changes and resubmit the form to our secure accounting fax number 216-520-3178 or e-mail the form to AmtrustAR@amtrustgroup.com.

Please allow five (5) business days for processing of any changes.

What if there are endorsements on my policy changing the policy cost?

If your premium changes you will receive, from your agent, copies of any endorsements that are processed on your policy. These endorsements will show the change in the premium and the change in the installment schedule.

The new installment amount will be listed on the reminder letter that you will receive and that amount will be debited from your account.

Direct Debit Frequently Asked Questions

What if the funds are not available in my bank account on the due date?

If the first attempt for payment fails due to insufficient funds, our bank will make another attempt the next business day. If the second attempt for electronic funds transfer payment fails due to insufficient funds we will notify you by mail. You will receive an invoice and payment will be required to be made by check or credit card on or before the due date shown to avoid cancellation of your coverage.

How do I terminate the direct debit option?

If you would like to terminate the direct debit option you must provide the insurance carrier written notification. You can contact our Customer Service Department at 877-528-7878 and request a Direct Debit Termination Form that must be completed and returned to us.

For fastest service, please return the form to our secure accounting fax number, 216-520-3178 or e-mail the form to AmtrustAR@amtrustgroup.com.

Please allow five (5) business days for processing of the termination form from the date it is received. It is possible that due to the timing of the receipt of the Termination form that the next scheduled direct debit payment will be processed as originally scheduled. If you request termination between the 1st and the 9th calendar day of the month please contact our Customer Service Department to confirm whether the Termination form has been processed. To avoid potential fee charges by your bank, if the Termination form has not been processed by the 9th calendar day, please make sure that there are sufficient funds in the designated bank account for the amount of the scheduled payment as per the reminder notice you received.

SEQUOIA INSURANCE COMPANY

17771 Cowan Avenue
Suite 100
Irvine, CA 92614

WORKERS' COMPENSATION *and* EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Stephen Ungar, Secretary



Barry Dov Zyskind, President

To obtain information, please contact your agent or Sequoia Insurance Company at **877-528-7878**. You may also write Sequoia Insurance Company Consumer Relations at:

800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

Workers' Compensation Claim Reporting Information

24/7 Toll Free Claim Reporting for All States



(888)239-3909



WorkersCompClaimReport@AmTrustgroup.com



www.amtrustfinancial.com

Information Required for All Claims Reported



1. Name of the insured and policy number
2. Name and contact information of injured worker
3. Date, time and place of accident
4. Description of accident or incident
5. Name, phone, and/or email of person making the report
6. Any information on the injured workers lost time

Early claim reporting is essential to a better claim outcome. Don't delay reporting if you do not have all the details.

How do I help my injured worker find a doctor?



- We offer an online physician search for all states, www.talispoint.com/amtrust/external
- For California, www.lv.talispoint.com/amtrust/campn
- For CO, GA, PA & TN, please refer to the panel provided by AmTrust via mail or email

How does my injured employee receive prescription medications related to the accident/injury?



- Refer to the claims kit for your state at www.talispoint.com/amtrust/external for a First Fill card for your injured employee to use at the pharmacy to cover the cost of approved medication.

Timely Reporting

When a work-related injury occurs, it is important to act immediately. Timely reporting of a new claim helps to provide a smooth and successful claim process for both you and your injured worker.



We're Here To Help

After your claim has been filed, we may be in touch to obtain additional information. Our goal is to offer a smooth and hassle-free experience – from your first contact to the claims conclusion. Feel free to also call us with any questions. We're here to help.



Relax And Stay Positive

You have the assurance of our knowledge, expertise, and understanding of the claim process. We're with you all the way.

877.528.7878 | www.amtrustfinancial.com

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AmTrust Claims Kit

FAQs

Thank you for placing your Workers' Compensation Coverage with AmTrust. For your convenience, we now offer electronic versions of our Claims Kits. Please see the instructions and FAQs below for more information.



Where's my claims kit?

All the States' Claims Kits are online for insured to download which contains all the necessary WC notices. Visit the Talispoint Direct Link at www.talispoint.com/amtrust/external/

- Click State Rules/Kits, choose corresponding state and open the PDF link to view and print.



I have an injured worker, how do I find a doctor?

We will provide completed Panel of Physicians for the 4 states that require a panel to be posted (CO, GA, PA & TN). We offer our online physician search for all other states.

There are 3 ways to access this information:

1. Visit the Talispoint Direct Link at www.talispoint.com/amtrust/external/
2. California MPN: www.talispoint.com/amtrust/campn/
3. Visit the AmTrust Financial Website at www.amtrustfinancial.com
 - Click Claims
 - Click Provider Directory or California MPN under "Find a Provider"
 - State specific laws for directing medical treatment are listed on the State Rules Tab
 - Search for physicians by Name, Address or Region



Where are my posting notices?

All states claim kits are available online, including applicable postings. There are 4 states (CO, CT, FL & MD) we cannot place online. For these states, we will mail additional posting notices to the main address on the policy.



I have a question about my claims kit, posting notice, panel or accessing the website's physician searches, who do I contact?

You may send an email to clientservices@amtrustgroup.com. Please make sure to include your policy number along with your request.



I have a question about a claim or injured worker, who do I contact?

Customer Service can direct you to the appropriate person. Please contact them at 888-239-3909.



AmTrust North America

An AmTrust Financial Company

Dekalb Path Academy
3007 Hermance Dr Ne
Brookhaven, GA 30319

RE: Workers' Compensation Policy
Policy: QWS1366582
Payroll Company: ADP Insurance Services

Dear Dekalb Path Academy,

Thank you for choosing AmTrust PAYO (Pay-As-You-Owe) as your workers' compensation payment plan. PAYO provides you a way to pay your workers' compensation premium based on your actual reported payroll. Your payroll company will remit your payroll reports directly to AmTrust on your behalf. Please see the payroll company listed above. If it is not your current payroll provider, or you decide to change your payroll provider any time during the policy period, please notify us immediately at (855) 829-1948.

Below is a list of the classification codes currently on your workers' compensation policy, along with a description of each.

State	Class Code	Description of Operations	Estimated Annual Payroll	Net Rate
GA	9101	College—All Other Employees	\$294,132	0.017571
GA	8868	School—Professional Employees & Clerical	\$2,372,843	0.002024

When assigning your employees to a specific classification code, please keep in mind that each classification code has a specific description of operations, as well as their own rate per \$100 of payroll. If your employees are not properly classified throughout the policy period, it will be corrected at audit and may create an additional premium amount due. Please contact your agent if you have any questions regarding the classification of your employees.

If an employee's duties span multiple class codes, i.e.: a bookkeeper who also bakes bread, place their entire payroll in the higher rated classification code.



AmTrust North America

An AmTrust Financial Company

A few important things to keep in mind when using the AmTrust PAYO payment plan:

- 1) **PAYO does not eliminate the need for a Workers' Compensation policy audit.**
However, if the employees are coded correctly and the payroll reported properly, PAYO will greatly reduce the chance of any large premium difference at time of audit.
- 2) The **net rates** for your policy are calculated by AmTrust using the estimated annual payroll provided by you and your agent during the quoting process. It is important that you contact your agent immediately if your estimated annual premium shown above is incorrect, or if your payroll changes significantly during the policy period. Failure to do so will result in an inaccurate net rate factor causing a premium discrepancy, which will be captured at audit. If you notice your estimated annual payroll is either higher or lower than originally estimated, let your agent know so an endorsement request can be made to adjust your payroll and possibly your net rate.
- 3) **Owner/Officer Exemptions and Minimum Payroll Threshold:**
 - a. Owner/Officer exemptions - As rules vary by state. Business owners may need to file additional paperwork to exclude themselves from the policy.
 - b. Owner/Officer minimum and maximum payroll thresholds- These payroll threshold requirements vary by state. If Owner/Officers are "included" on the policy yet are not reported through payroll, the Owner/Officer premium will be collected based on the state minimum requirements at the time of audit.
- 4) If you use independent contractors or subcontractors be sure to obtain a copy of their workers' compensation certificate of insurance. Failure to provide these documents at the time of audit may result in additional premium due.

Please discuss these items with your insurance agent.

Sincerely,

Your AmTrust PAYO Team



AmTrust North America
An AmTrust Financial Company

Dear Policyholder,

In an effort to provide AmTrust customers with a variety of billing options, the below fee structure will be applied to your new policy.

This fee structure helps customers to meet payment due dates, ensures that valid and properly funded payments are submitted, and provides an incentive for paid-in-full options.

Our fee structure is as follows:

Fee Title	Fee Amount	Description
Returned Payment Fee	\$25	A returned payment fee applied to any returned payment.
Late Fee	\$20	Late fee applied if payment not received on or before payment due date.
Installment Fee	\$15	A “paper” billing fee that is assessed for each mailed installment invoice. Excludes down payment and annual payment plans. Fee is billed at the account level.
Reinstatement Fee	\$50	Fee applied upon reinstatement of a non-payment cancellation.
EFT Fee	\$3	An “electronic” billing fee that is assessed for each ACH Direct Debit transaction. Fee is billed at the account level.

*Fee amount may vary by state and program of business

For policyholders who choose to pay their annual premium on installments, we plan to implement an installment fee, which will be displayed on your renewal invoice.

Thank you for your attention. If you have any questions, feel free to contact our Customer Service Department at 877.528.7878.

We value you as a policyholder and appreciate the opportunity to serve you.

Sincerely,

AmTrust North America
Customer Service Department

Sequoia Insurance Company**A Stock Insurance Company****WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY****WC 99 00 01 B
1 of 5
INFORMATION PAGE**

Ncci Code: 19755

1. Insured:DeKalb Path Academy
3007 Hermance Dr Ne
Brookhaven, GA 30319Other workplaces not shown above:
None**Producer:**ADP Insurance Agency, Inc. - Majors
1 ADP Boulevard, MS 325
Roseland, NJ 07068**Policy Number: QWS1366582**☐ Individual ☐ Partnership☒ Corporation or

Federal Tax ID: 400002663

Risk Id:

Renewal of: New

2. The policy period is from 5/1/2024 to 5/1/2025 12:01 a.m. at the insured's mailing address.**3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Georgia****B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:**

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	\$1,000,000 each accident	\$1,000,000 policy limit	\$1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except ND, OH, WA, WY and State(s) Designated in Item 3.A

D. This policy includes these endorsements and schedules: See Extension of Information Page**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM**9,972****STATE ASSESSMENT****0****TOTAL ESTIMATED COST****9,972**

Minimum Premium

500

Issue Date: 4/26/2024

Countersigned by: _____

Authorized Representative

Sequoia Insurance Company

WC 99 00 01 B

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: Dekalb Path Academy**Policy Number: QWS1366582****EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES****NAMED INSURED:**

Dekalb Path Academy

Fein: 400002663

WORKPLACES:Location Number 1.
3007 Hermance Dr Ne
Brookhaven, GA 30319

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: Dekalb Path Academy

Policy Number: QWS1366582

**EXTENSION OF INFORMATION PAGE FOR ITEM #3.D
ITEM 3.D: ENDORSEMENT SCHEDULE**

State	Form Number	Description
	WC990001B	DECLARATIONS PAGE
	WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC000404	PENDING RATE CHANGE ENDORSEMENT
	WC000406	PREMIUM DISCOUNT ENDORSEMENT
	WC000414A	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
	WC000419A	PREMIUM DUE DATE ENDORSEMENT
	WC000421F	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
	WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
	WC000424	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
	WC000425	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
GA	WC100601C	GEORGIA CANCELLATION, NONRENEWAL, AND CHANGE ENDORSEMENT

Sequoia Insurance Company

WC 99 00 01 B

4 of 5

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: Dekalb Path Academy

Policy Number: QWS1366582

EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS

Classifications	# of Emps	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remun.	Estimated Annual Premium
Georgia					
School—Professional Employees & Clerical	30	8868	2,372,843	0.25	5,932
College—All Other Employees	2	9101	294,132	2.17	6,383
Manual Premium					12,315
Total Manual Premium					12,315
Employers Liability Increased Limits 1.1%		9812			135
Total Premium Subject To Experience Modification					12,450
Experience Modification (0.82) Credit		9898			10,209
Schedule Rating Plan Modification Credit 3%		9887			-306
Premium Discount 5.4%		0063			-535
Terrorism 0.7%		9740			187
Catastrophe (other than Terrorism) 1%		9741			267
Minimum Premium Adjustment		0990			0
Expense Constant		0900			150
Total GA Premium					9,972
Total GA Cost					9,972
TOTAL ESTIMATED ANNUAL PREMIUM					9,972
STATE ASSESSMENT					0
TOTAL COST					9,972

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: Dekalb Path Academy

Policy Number: QWS1366582

PAYMENT SCHEDULE

Statement Closing Date	Payment Due Date	Description	Amount Due
	6/10/2024	Pay Period 1 of 12	\$831.00
	7/10/2024	Pay Period 2 of 12	\$831.00
	8/10/2024	Pay Period 3 of 12	\$831.00
	9/10/2024	Pay Period 4 of 12	\$831.00
	10/10/2024	Pay Period 5 of 12	\$831.00
	11/10/2024	Pay Period 6 of 12	\$831.00
	12/10/2024	Pay Period 7 of 12	\$831.00
	1/10/2025	Pay Period 8 of 12	\$831.00
	2/10/2025	Pay Period 9 of 12	\$831.00
	3/10/2025	Pay Period 10 of 12	\$831.00
	4/10/2025	Pay Period 11 of 12	\$831.00
	5/10/2025	Pay Period 12 of 12	\$831.00
			Total Cost \$9,972.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for “bodily injury by accident—each accident” is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for “bodily injury by disease—policy limit” is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for “bodily injury by disease—each employee” is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE**OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR**YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX
CONDITIONS****A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 04****(Ed. 04-84)****PENDING RATE CHANGE ENDORSEMENT**

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State**GA**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No.	QWS1366582	Endorsement No.	0
Insured	DeKalb Path Academy			Premium \$	9,972
Insurance Company	Sequoia Insurance Company				

Countersigned by _____

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule**1. State****Estimated Eligible Premium**

	First	Next	Next	
	\$5,000	\$100,000	\$500,000	Balance
Georgia	0%	3.5%	5%	7%

2. Average Percentage Discount: 5.4%

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No.	QWS1366582	Endorsement No.	0
Insured	Dekalb Path Academy			Premium \$	9,972
Insurance Company	Sequoia Insurance Company				

Countersigned by _____

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No.	QWS1366582	Endorsement No.	0
Insured	DeKalb Path Academy			Premium \$	9,972
Insurance Company	Sequoia Insurance Company				

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 19 A**
(Ed. 08-2022)**Part Five-Premium Amendatory Endorsement**

This endorsement amends Part Five-Premium of the policy as follows:

Part Five-Premium, Section A. (Our Manuals) is replaced by the following provision:

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

Part Five-Premium, Section D. (Premium Payments) is replaced by the following provision:

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No.	QWS1366582	Endorsement No.	0
Insured	DeKalb Path Academy			Premium \$	9,972
Insurance Company	Sequoia Insurance Company				

Countersigned by _____

WC 00 04 19 A
(Ed. 08-2022)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 21 F****(Ed. 08-2022 Countrywide, Ed. 07-2022 in Texas)****Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement**

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule	Premium
GA	Rate 0.010	\$267.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No.	QWS1366582	Endorsement No.	0
Insured	DeKalb Path Academy			Premium \$	9,972
Insurance Company	Sequoia Insurance Company				

Countersigned by _____

WC 00 04 21 F

(Ed. 08-2022 Countrywide, Ed. 07-2022 in Texas)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act Of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- c. States missions or certain air carriers or vessels.
The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- d. States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 22 C

(Ed. 01-21)

Schedule		
State	Rate	Premium
GA	0.007	\$187.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No.	QWS1366582	Endorsement No.	0
Insured	DeKalb Path Academy			Premium \$	9,972
Insurance Company	Sequoia Insurance Company				

Countersigned by _____

WC 00 04 22 C
(Ed. 01-21)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 24**
(Ed. 1-17)**AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

States(s)	Estimated Annual Premium Amount	Maximum Audit Noncompliance Charge Multiplier
GA	\$9,368	2X

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No.	QWS1366582	Endorsement No.	0
Insured	DeKalb Path Academy			Premium \$	9,972
Insurance Company	Sequoia Insurance Company				

Countersigned by _____

WC 00 04 24
(Ed. 1-17)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 25****(Ed. 5-17)**

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No.	QWS1366582	Endorsement No.	0
Insured	DeKalb Path Academy			Premium \$	9,972
Insurance Company	Sequoia Insurance Company				

Countersigned by _____

GEORGIA CANCELLATION, NONRENEWAL, AND CHANGE ENDORSEMENT

This endorsement applies because Georgia is shown in Item 3.A. of the policy Information Page.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation, Nonrenewal, and Change

1. You may cancel this policy. You must mail or deliver advance notice to us in writing, or deliver advance notice orally or electronically, stating when the cancellation is to take effect. We may require that you provide written, electronic, or other recorded verification of the request before the cancellation takes effect. The cancellation is subject to the following:
 - a. If only your interest is affected, the effective date of cancellation will be the later of the date we receive notice from you or the date specified in the notice.
 - b. If by statute, regulation, or contract this policy may not be cancelled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days' notice to you and the third party as soon as practical after receiving your request for cancellation.Our notice will state the effective date of cancellation, which will be the later of the following:
 - 1) 10 days from the date of mailing or delivering our notice, or
 - 2) The effective date of cancellation stated in your notice to us.
2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium, or if we nonrenew this policy, we must send a notice of cancellation or nonrenewal by certified mail, return receipt requested, to you at your last address of record at least 75 days before the effective date of cancellation or nonrenewal.
3. If we increase current policy premium by more than 15% (other than any increase in premium due to change in risk or exposure, including a change in experience rating modification or resulting from an audit of auditable coverages), we must deliver a notice of our action (including dollar amount of the increase in renewal premium more than 15%) to you, by first class mail, at your last address of record at least 45 days before the expiration date of this policy.
4. If we reduce the policy coverage, we must provide you with written notice at least 45 days before the effective date of the reduction in coverage. The notice will be delivered to you in person or by first class mail to your last address of record. A reduction in coverage made by us includes elimination of coverage, a decrease in scope or less coverage, or the addition of an exclusion. Requests made by you to change, reduce, or eliminate coverage are not considered reductions in coverage.
5. If you fail to submit to, or allow an audit for, the current or most recently expired policy term, we may, after two documented efforts to notify you and your agent of potential cancellation, send via certified mail or statutory overnight delivery, return receipt requested, written notice to you at least 10 days before the effective date of cancellation in lieu of the number of days' notice otherwise required by state law. However, we must not mail a cancellation notice within 20 days of the first documented effort to notify you of potential cancellation.
6. The policy period will end on the day and hour stated in the cancellation notice except as provided for above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/1/2024
Insured Dekalb Path Academy

Policy No. QWS1366582

Endorsement No.
Premium: \$9,972

Insurance Company Sequoia Insurance Company

Countersigned by _____

Sequoia Insurance Company

**IMPORTANT NOTICE
SMALL DEDUCTIBLE ELECTION FORM**

POLICY NUMBER

QWS1366582

POLICY PERIOD

FROM: 5/1/2024 TO: 5/1/2025

INSURED

DeKalb Path Academy

Georgia law permits an employer to purchase workers' compensation insurance with a deductible. The deductible is applicable to medical and indemnity benefits and applies to each claim. The deductibles available are as follows:

DEDUCTIBLE AMOUNT EACH CLAIM☐

\$100

☐

\$200

☐

\$300

☐

\$400

☐

\$500

☐

\$1,000

☐

\$1,500

☐

\$2,000

☐

\$2,500

You are not required to select a deductible. However, if you choose to exercise this option, you may choose only one deductible amount. It is to be understood that we will pay the deductible amount for you and that you must reimburse us for any deductible amounts paid. Non-reimbursement of the deductible(s) will result in cancellation of your policy.

Please check the option you have elected and return this form to us as soon as possible.

☐

No, I do not want the deductible described in this Notice.

☐

Yes, I want the deductible checked above to apply to medical and indemnity benefits under the Georgia Workers' Compensation Law. I understand that the Company shall pay the deductible amount and be reimbursed by the employer shown above.

If you fail to respond promptly to the Company, it will be construed to mean you have not elected the small deductible option.

If you have any questions, please contact your agent or broker.

INSURED'S SIGNATURE AND TITLE

DATE

Policyholder Notice

GA-SDEF 01 (11/03)

**AmTrust North America, Inc.
Sequoia Insurance Company
800 Superior Avenue East, 21st Floor
Cleveland, OH 44114**

PAYO Net Rate Schedule

Payroll Company:

ADP Insurance Services
One ADP Blvd, MS 325
Roseland NJ 70680

Payroll Co Phone: (973)712-3500
Payroll Co Email: SBSIS_Implementation@adp.com
Payroll Co ID#: 5

Print Date: 4/26/2024

Agency Phone: (800) 524-7024
Agent ID#: 163263

Insured Contact: Marian Simpson
Insured Phone: 4703129721
Insured Email: msimpson@pathacademy.org

Policy	Insured			Fein	New/Renew Effective		Expiration	Agent
QWS1366582	DeKalb Path Academy			400002663	New	5/1/2024	5/1/2025	ADP Insurance Agency, Inc. - Majors
	Eff Date	State	Class		Classification			Net Rate
	5/1/2024	GA	8868		School—Professional Employees & Clerical			0.002024
	5/1/2024	GA	9101		College—All Other Employees			0.017571

Type:

Description: Policy Bound

[PolicyListPayoByPayrollCo]

CHUBB®

Endorsement**Renewal**

Effective Date :	07/08/2024
Policy Number :	9907-03-90
Policyholder :	DEKALB PATH ACADEMY
Policy Period :	07/08/2024 to 07/08/2025
Name of Company :	FEDERAL INSURANCE COMPANY
Issue Date :	04/04/2024

It is agreed that the Policy is amended as follows:

In consideration of the payment of premium of \$3,129, this Policy is renewed for a further period of 12 months beginning at 12:01 AM on 7/8/2024 and ending at 12:01 AM on 7/8/2025 standard time at the **Policyholder's** address as shown in the Insuring Agreement.

All other terms and conditions of the policy remain unchanged.



Authorized Representative

CHUBB®**Accident Insurance**

Notice

The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

CHUBB®

Endorsement**Change**

Effective Date : 07/08/2024
Policy Number : 9907-03-90
Policyholder : DEKALB PATH ACADEMY
Policy Period : 07/08/2024 to 07/08/2025
Name of Company : **FEDERAL INSURANCE
COMPANY**
Issue Date : 04/04/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FORM NO.BTA5000

The **Time Payment of Claims** paragraph, found in the **GENERAL PROVISIONS** section of the Policy, is deleted and replaced with the following:

Claims Information and Timely Payment of claims: Benefits for loss covered by this Policy will be payable upon receipt of written or electronic **Proof of Loss**. **We** will within fifteen (15) working days for electronic claims or thirty (30) calendar days for paper claims after such receipt mail or send electronically to the **Insured Person** or other person claiming payments under the Policy payment for such benefits or a letter or electronic notice which states the reasons **We** may have for failing to pay the claim, either in whole or in part. This notice will also give the **Insured Person** so notified a written itemization of any documents or other information needed to process the claim or any portions thereof which are not being paid. Where **We** dispute a portion of the claim, any undisputed portion of the claim will be paid by **Us** in accordance with this provision. When all of the listed documents or other information needed to process the claim has been received by **Us**, **We** will then have fifteen (15) working days for electronic claims or thirty (30) calendar days for paper claims within which to process and wither mail payment for the claim or a letter or notice denying it, in whole or in part, giving the **Insured Person** or other person claiming payments under this policy **Our** reasons for such denial.

If **We** fail to pay the benefits due in accordance with the above paragraph, **We** will pay to the **Insured Person** or other person claiming payments under this Plocy interest equal to twelve percent (12%) percent per annum, or the amount as required by applicable statute, on the benefits due under the terms of this Policy.

Receipt of any proof, claim, or documentation by an entity which administrates or processes claims on **Our** behalf will be deemed receipt of the same by **Us** for purposes of this provision.
BTA5176GA

All other terms and conditions of the policy remain unchanged.



Authorized Representative



CHUBB GROUP U.S. PRIVACY NOTICE

FACTS	WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?		
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and payment history • insurance claim history and medical information • account transactions and credit scores When you are no longer our customer, we continue to share information about you as described in this notice.		
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Chubb share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes - to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	Call 1-800-258-2930 or go to https://www2.Chubb.com/us-en/privacy.aspx		

Who is providing this notice?	The Chubb Group. A list of these companies is located at the end of this document.
What we do	
How does Chubb Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.
How does Chubb Group collect my personal information?	We collect your personal information, for example, when you • apply for insurance or pay insurance premiums • file an insurance claim or provide account information • give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include those with a Chubb name and other companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Chubb does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Our joint marketing partners include categories of companies such as banks.

Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only: Under state law, under certain circumstances, you have the right see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

Chubb Group**Notice of HIPAA Privacy Practices for Protected Health Information**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice is effective as of June 15, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI")
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("HHS"); and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at 45 Code of Federal Regulations Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

I. Notice of PHI Uses and Disclosures**A. Required Uses and Disclosures**

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance, utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

Health care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. The Company may also disclose your PHI to organ procurement organizations.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

II. Rights of Individuals

A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"Designated Record Set" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

III. The Company's Duties

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

A. "Minimum Necessary" Standard

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

IV. Your Right to File a Complaint with the Company or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

VI. Chubb Group Legal Entities

This following is a list of the Chubb Group companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as hybrid entities and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a single covered entity for purposes of HIPAA compliance.



Executive Liability Division
P.O. Box 66943, Chicago, IL 60666

Employment Practices Liability Solution DECLARATIONS

Insurance is afforded by the company indicated below (a non-participating stock company):

☒ Great American Insurance Company (The Insurance Company selected shall herein be referred to as the “Insurer”)

NOTE: This is a claims made policy, please read it carefully. DEFENSE WITHIN LIMITS: Amounts incurred as Costs of Defense shall reduce the Limit of Liability available to pay judgments or settlements, unless amended by endorsement, and shall also be applied against the Retention. The Insurer shall assume the duty to defend any Claim covered under this Policy.

Policy Number: EPL2349627		Policy Form Number: D71100-G									
Item 1.	Named Entity: DEKALB PATH ACADEMY, INC. Physical Address: 3007 HERMANCE DR. NE BROOKHAVEN, GA 30319 Attention:										
Item 2.	Policy Period: From: 11/07/2024 To: 11/07/2025 (Month, Day, Year) (inception) (Month, Day, Year) (expiration) (Both dates at 12:01 a.m. Standard Time at the physical address of the Named Entity as stated in Item 1.)										
Item 3.	A. Limit of Liability (Inclusive of Costs of Defense unless amended by endorsement): \$ 500,000 Limit of Liability for the Policy Period B. Sub-Limit of Liability (part of, and not in addition to, the Limit of Liability): \$ 100,000 Sub-Limit for Immigration Practices Coverage										
Item 4.	Retentions: A. Each and Every Claim under Insuring Agreement A. Employment Practices Coverage \$ 10,000 B. Each and Every Claim under Insuring Agreement B. Third Party Coverage N/A C. Each and Every Claim under Insuring Agreement C. Immigration Practices Coverage \$ 10,000										
Item 5.	A. Premium: \$ 4,201 B. Additional Discovery Premium Amount (percentage of Policy Premium or, if the Policy Period is other than annual, percentage of annualized premium) for a Discovery Period , pursuant to Section II. Discovery Period of this Policy. <table border="0"> <thead> <tr> <th><u>Discovery Period Options</u></th> <th><u>Percentage of Policy Premium or Annualized Premium</u></th> </tr> </thead> <tbody> <tr> <td>One year:</td> <td>50%</td> </tr> <tr> <td>Two years:</td> <td>100%</td> </tr> <tr> <td>Three years:</td> <td>150%</td> </tr> </tbody> </table>			<u>Discovery Period Options</u>	<u>Percentage of Policy Premium or Annualized Premium</u>	One year:	50%	Two years:	100%	Three years:	150%
<u>Discovery Period Options</u>	<u>Percentage of Policy Premium or Annualized Premium</u>										
One year:	50%										
Two years:	100%										
Three years:	150%										

Item 6.	Endorsements Attached: D71300GA D71580 D71701 (1) D71705 (1) D71706 (7) D71710 (3) D71712 (7) DTCOV IL7324					
Item 7.	Prior and Pending Date: 11/07/2014					
Item 8.	Notices: All notices required to be given to the Insurer pursuant to Section IX. of this Policy shall be reported as follows:					
	Please mail or e-mail notice of any CLAIM to:			Great American Insurance Company Executive Liability Division Claims Department P. O. Box 66943 Chicago, IL 60666 e-mail: eldclaims@gaig.com		
	Please send all other notices to:			Great American Insurance Company Executive Liability Division P. O. Box 66943 Chicago, IL 60666 e-mail: eld@gaig.com		
	To contact Great American by phone:			1-800-972-3008		

These Declarations along with any completed Proposal Form(s), the Employment Practices Liability Solution Policy, and any endorsements to the Policy, shall constitute the contract between the **Insureds** of the **Named Entity** and the **Insurer**.



Employment Practices Liability Solution

GEORGIA AMENDATORY ENDORSEMENT

In compliance with the insurance regulations of the State of Georgia, this Policy is amended as follows. In the event a similar provision is contained in this Policy, including any other endorsements, the provisions of this endorsement shall take precedence over such similar provision.

RETURN OF PREMIUM

The State of Georgia does not allow any fully earned premium. The **Insurer** shall return any unearned premium on a pro rata basis.

OTHER INSURANCE

With respect to any "other insurance" exclusions or limitations in the Policy, the **Insured(s)** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Policy. In such event, the **Insurer** will pay its share of the covered **Loss**, including any **Costs of Defense**, such share to be equal to the proportion that the then available Limit of Liability under this Policy bears to the aggregate of all limits of liability of all insurance covering such **Loss** on the same basis. If the **Insured** has insurance covering any **Loss** other than insurance as described above, the **Insurer** will pay only the amount of covered loss or damages in excess of the amounts due under such other insurance whether or not the **Insured** has recovered such amounts. Nothing in this paragraph is intended, however, nor shall it be construed to obligate the **Insurer** to make any payment it would not otherwise be obligated to make under the terms, conditions, limitations and endorsements of this Policy, or to pay any **Loss** in excess of the then available Limit of Liability under this Policy. This Policy shall not be subject to the terms of any other insurance.

AMENDMENT TO LOSS ALLOCATION AND ADVANCEMENT

With respect to Section VII.B. of the Policy, the **Insurer** shall not require the **Insured** to arbitrate.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured: DEKALB PATH ACADEMY, INC.

Policy Period: 11/7/2024 to policy expiration

Policy Number: EPL2349627

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 11/7/2024



Employment Practices
Liability Solution

GENERAL LIMITATION OF COVERAGE

It is understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

Greg Wickersham

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured: DEKALB PATH ACADEMY, INC.

Policy Period: 11/7/2024 to policy expiration

Policy Number: EPL2349627

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 11/7/2024



Employment Practices
Liability Solution

DELETION OF THIRD PARTY COVERAGE

It is understood and agreed that Section I.B. of the Policy is deleted in its entirety.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured: DEKALB PATH ACADEMY, INC.

Policy Period: 11/7/2024 to policy expiration

Policy Number: EPL2349627

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 11/7/2024



Employment Practices
Liability Solution

**COSTS OF DEFENSE
IN ADDITION TO LIMIT OF LIABILITY**

It is understood and agreed that the Section V.C. of the Policy is deleted and replaced with the following:

- C. For **Costs of Defense** (not otherwise subject to a Sub-Limit) as a result of the **Insured** assuming the duty to defend a particular **Claim** (pursuant to Section VIII.C.), such amounts shall be part of, and not in addition to, the Limit of Liability stated in Item 3. of the Declarations, and such **Costs of Defense** shall serve to reduce the Limit of Liability. However, for **Costs of Defense** (not otherwise subject to a Sub-Limit) as a result of the **Insurer** assuming the defense of a particular **Claim**, such amounts shall be in addition to, and shall not reduce, the Limit of Liability stated in Item 3. of the Declarations.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured: DEKALB PATH ACADEMY, INC.

Policy Period: 11/7/2024 to policy expiration

Policy Number: EPL2349627

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 11/7/2024



Employment Practices
Liability Solution

**COSTS OF DEFENSE SUB-LIMIT FOR
WAGE AND HOUR VIOLATIONS
Including Misclassification of Independent Contractors**

For purposes of the coverage extended by this endorsement, it is understood and agreed that the Policy and the Declarations are amended as follows:

1. Section I. is deleted and replaced by the following:

Section I. Insuring Agreements

The **Insurer** shall pay on behalf of the **Insureds**:

- (1) all **Loss** which the **Insureds** shall be legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or the **Discovery Period** for any **Employment Practices Wrongful Act** other than a **Wage and Hour Violation**; or
- (2) all **Costs of Defense** which the **Insureds** shall be legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or the **Discovery Period** for a **Wage and Hour Violation**, up to the applicable Sub-Limit of Liability for all **Claims** for **Wage and Hour Violations**.

The **Insurer** shall assume the duty to defend any such **Claim** covered by this Policy, even if the allegations are groundless, false or fraudulent. However, pursuant to Section VIII.C. of the Policy, the **Insureds** may assume the duty to defend any **Claim**.

2. Section III.F. is amended as follows

Employment Practices Wrongful Act shall include a **Wage and Hour Violation**.

3. Section III.M. is amended by the addition of the following:

Loss shall not include any obligation of the **Company** to pay:

- (1) salary, wages or other employment-related benefits to any **Employee** or **Independent Contactor** (with respect to any misclassification) under an express contract unless such obligation would exist absent the contract; or
- (2) compensation earned by an **Employee** or **Independent Contactor** (with respect to any misclassification) in the course of employment but not paid by the **Company** including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days.

Insured: DEKALB PATH ACADEMY, INC.

Policy Period: 11/7/2024 to policy expiration

Policy Number: EPL2349627

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 11/7/2024



Employment Practices
Liability Solution

**COSTS OF DEFENSE SUB-LIMIT FOR
WAGE AND HOUR VIOLATIONS**
Including Misclassification of Independent Contractors

4. Section IV.G. is amended by the addition of the following:

This exclusion shall also not apply to **Costs of Defense** as a result of any **Claim** for **Wage and Hour Violations** up to the applicable Sub-Limit of Liability for all such **Claims** for **Wage and Hour Violations**;

5. Section V. is amended by the addition of the following:

Costs of Defense for Wage and Hour Violations Sub-Limit of Liability

This Sub-Limit of Liability shall be the **Insurer's** maximum aggregate liability for all **Claims** for **Wage and Hour Violations** regardless of the number of such **Claims**. Such Sub-Limit shall be part of and not in addition to the aggregate Limit of Liability set forth in Item 3. of the Declarations and each such **Claim** shall be subject to the Retention set forth in Item 4. of the Declarations.

6. Item 3. of the Declarations is amended by the addition of the following:

\$ 250,000 **Costs of Defense for Wage and Hour Violations** Sub-Limit of Liability
This Sub-Limit is part of not in addition to the aggregate Limit of Liability provided for in Item 3. of the Declarations.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.



Employment Practices
Liability Solution

**FIRST PARTY COVERAGE
WORKPLACE VIOLENCE ACT SUB-LIMIT**

It is understood and agreed that the Policy is amended as follows:

1. Section X.G. is amended by the addition of the following:

Workplace Violence Sub-Limit

In the event a **Workplace Violence Act** occurs during the **Policy Period** and the **Company** notifies the **Insurer** of such **Workplace Violence Act** as soon as practicable and in no event later than ninety (90) days after the end of the **Policy Period**, the **Insurer** shall, subject to prior written consent, reimburse the **Company** for:

- (1) **Business Interruption Expense;**
- (2) **Public Image Restoration Expense;**
- (3) **Security and Well Being Expense; and**
- (4) **Workplace Violence Expense**

subject to the Workplace Violence Sub-Limit of Liability set forth below. No Retention shall apply. Such coverage shall be subject to and shall be applied against the Limit of Liability as set forth in Item 3. of the Declarations.

2. For purposes of the first party coverage extended by this endorsement, the following definitions are added to the Policy:

Wages shall mean the compensation of such **Insured Person(s)** in effect at the time of the **Workplace Violence Act**. **Wages** shall also mean compensation paid to another person to perform the duties of the **Insured Person(s)** for an amount not to exceed the compensation paid to such **Insured Person(s)** in effect at the time of the **Workplace Violence Act**. **Wages** shall not mean any unpaid salary, bonus, severance pay, retirement benefits or accrued vacation or sick days.

Insured: DEKALB PATH ACADEMY, INC.

Policy Period: 11/7/2024 to policy expiration

Policy Number: EPL2349627

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 11/7/2024



Employment Practices
Liability Solution

FIRST PARTY COVERAGE
WORKPLACE VIOLENCE ACT SUB-LIMIT

Workplace Violence Act shall mean any actual or alleged intentional and unlawful use of, or threat to use, deadly force with intent to cause harm to others occurring at any building, facility or property occupied by the **Company** in the conduct of its operations. **Workplace Violence Act** shall not include such actual or alleged conduct if it is for purposes of:

- (1) any war, invasion, insurrection, riot, rebellion, revolution, or military action; or
- (2) demanding money, securities or property.

Business Interruption Expense shall mean:

- (1) The sum of:
 - (a) the excess of revenues over expenses, if any, that would have been earned; and
 - (b) the reasonable costs and expenses which would not have been incurred except for any **Workplace Violence Act** and which were incurred by the **Company**:
 - (i) to continue the activities which are necessary for the **Company** to resume operations with substantially the same quality of service which existed immediately preceding the **Workplace Violence Act**; and
 - (ii) for the sole purpose of reducing any **Business Interruption Expense**, not to exceed the amount of actual reduction of such **Business Interruption Expense**;
- (2) Less the sum of:
 - (a) all recoveries, other insurance, suretyship and other indemnity which cover **Business Interruption Expense**; and
 - (b) the amount by which the **Company** reasonably could have but fails to reduce **Business Interruption Expense**.

Business Interruption Expense is limited to the period of time commencing on the day of the **Workplace Violence Act** and ending on the earlier of ninety (90) days following such date, or until the **Company** restores operations with due diligence and dispatch to the level that existed prior to the **Workplace Violence Act**.



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**FIRST PARTY COVERAGE
WORKPLACE VIOLENCE ACT SUB-LIMIT**

Public Image Restoration Expense shall mean reasonable fees, costs and expenses for an independent public relations consultant for up to ninety (90) days following the date of the **Workplace Violence Act**.

Security and Well Being Expense shall mean reasonable fees, costs and expenses for:

- (1) an independent security consultant for up to ninety (90) days following the date of the **Workplace Violence Act**;
- (2) an independent security guard service for up to thirty (30) days following the date of the **Workplace Violence Act**;
- (3) a counseling seminar for **Insured Persons** conducted by an independent consultant within ninety (90) days following the **Workplace Violence Act**; and
- (4) an independent forensic analyst for up to ninety (90) days following the date the **Workplace Violence Act** occurs.

Workplace Violence Expense shall mean the reasonable **Wages** the **Company** pays:

- (1) **Insured Person(s)** victimized by a **Workplace Violence Act** and who are unable to work because of such **Workplace Violence Act**;
- (2) newly hired or retained person(s) to perform the duties of such **Insured Person(s)** victimized by a **Workplace Violence Act** and who are unable to work because of such **Workplace Violence Act**;

for up to ninety (90) days following the date of the **Workplace Violence Act**.

3. The Declarations is amended by the addition of:

\$ 250,000 Workplace Violence Sub-Limit of Liability. This Sub-Limit of Liability shall be part of, and not in addition to, the aggregate Limit of Liability.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.



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COSTS OF DEFENSE SUB-LIMIT FOR BIOMETRIC INFORMATION VIOLATIONS

It is understood and agreed that the Policy and the Declarations are amended as follows:

1. Section I. is amended by the addition of the following:

Biometric Information Violation Coverage

The **Insurer** shall pay on behalf of the **Insureds**:

all **Costs of Defense** which the **Insureds** shall be legally obligated to pay as a result of **Claim** first made against an **Insured** during the **Policy Period** or the **Discovery Period** for a **Biometric Information Violation**, up to the applicable Sub-Limit of Liability for all **Claims** for any **Biometric Information Violation**.

2. Section III. is amended by the addition of the following:

Biometric Information shall mean any:

biometric identifier, including but not limited to an anatomical scan, a retina or iris scan, fingerprint, voiceprint or hand or face geometry, and regardless of how such identifier is captured, converted, stored or shared. However, **Biometric Information** shall not include a physical or digital photograph, video or audio recording or data generated therefrom, or information collected, used, or stored for health care treatment, payment, or operations under The Health Insurance Portability and Accountability Act of 1996.

Biometric Information Violation shall mean any actual or alleged act, error or omission concerning the:

- (i) disclosure, release, collection, possession, usage, retention, storage, transmission, protection, dissemination, or destruction of **Biometric Information**;
- (ii) sale, lease, capture, purchase or trade or any other types of profit from **Biometric Information**;
- (iii) violation of any policies or practices involving **Biometric Information**; and/or

Insured: DEKALB PATH ACADEMY, INC.

Policy Period: 11/7/2024 to policy expiration

Policy Number: EPL2349627

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 11/7/2024



Employment Practices Liability Solution

COSTS OF DEFENSE SUB-LIMIT FOR BIOMETRIC INFORMATION VIOLATIONS

-
- (iv) violation of any federal, state or local statutory law or common law anywhere in the world involving **Biometric Information**, or any amendments thereto or rules or regulations promulgated thereunder, including, but not limited to: (1) the California Biometric Information Privacy Act of 2017 (CalBIPA); (2) California Consumer Privacy Act of 2018 (CCPA); (3) Illinois Comp. Stat. § 740, 14/5 (BIPA); (4) Texas Bus & Com. § 503.001; and/or (5) Wash. Rev. Code § 19.357.
3. Section III.F. is amended by the addition of the following:
- Employment Practices Wrongful Act** shall not include any **Biometric Information Violation**. If an actual or alleged act(s) meet(s) the definition of a **Biometric Information Violation** and any other **Employment Practices Wrongful Act** as defined above, such act(s) shall be deemed a **Biometric Information Violation** only.
4. Section III.H. is amended by the addition of the following:
- However, **Immigration Practices Wrongful Act** shall not include any **Biometric Information Violation**.
5. Section III.U. is amended by the addition of the following:
- However, **Third Party Wrongful Act** shall not include any **Biometric Information Violation**.
6. Section III.W. is amended by the addition of the following:
- Wrongful Act** shall also include a **Biometric Information Violation**.
7. Section IV.H. is amended by the addition of the following:
- for any actual or alleged **Biometric Information Violation**;
8. Section V. is amended by the addition of the following:
- Costs of Defense for Biometric Information Violation Sub-Limit of Liability**
- All **Claims**, in whole or in part alleging a **Biometric Information Violation**, shall be subject to the following Sub-Limit of Liability:
- \$ 100,000 **Biometric Information Violation** Sub-Limit of Liability. This Sub-Limit of Liability shall be part of, and not in addition to, the aggregate Limit of Liability stated in Item 3. of the Declarations. The Retention stated in Item 4.A. shall apply to each **Claim** alleging a **Biometric Information Violation**.
9. Item 3. of the Declarations is amended by the addition of the following:
- \$ 100,000 **Costs of Defense for Biometric Information Violation** Sub-Limit of Liability. This Sub-Limit is part of not in addition to the aggregate Limit of Liability provided for in Item 3.A. of the Declarations.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.



TERRORISM COVERAGE ENDORSEMENT CAP ON LOSS FROM CERTIFIED ACTS

Subject to all terms and conditions of this Policy, including any follow-form provisions, this Policy is amended by the addition of the following:

CERTIFIED ACTS OF TERRORISM COVERAGE

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States, to be an act pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

1. the act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

If the aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year in the aggregate and the Insurer has met its deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rate allocation in accordance with procedures established by the Secretary of the Treasury.

It is understood and agreed that the Premium section of the Declarations is amended by the addition of the following:

Terrorism Premium: \$ 0.00

The Policyholder Disclosure Offer of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.

This endorsement does not extend any additional coverage or otherwise change the terms and conditions of any coverage under this Policy.

Insured: DEKALB PATH ACADEMY, INC.

Policy Period: 11/7/2024 to policy expiration

Policy Number: EPL2349627

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 11/7/2024



ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Insured: DEKALB PATH ACADEMY, INC.

Policy Period: 11/7/2024 to policy expiration

Policy Number: EPL2349627

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 11/7/2024



POLICYHOLDER DISCLOSURE OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% beginning on January 1, 2020, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

This coverage shall not apply to any commercial crime coverage that may be included in this policy.

Terrorism coverage for acts of terrorism that are certified under the federal program as an act of terrorism is included for no additional premium. Nonetheless, if you would like to reject such Terrorism coverage, please provide Great American written confirmation of such, and an exclusion will be attached to your policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.



Access to HR ExecSupport® is included with your Stand Alone Employment Practices Policy

HR ExecSupport® Services Include:

Employment Law Hotline Advice. A designated team of attorneys at Littler Mendelson—the nation’s largest labor and employment law firm—is available to assist you with a broad range of employment law questions and issues via phone or email.

Online Policies, Procedures and Forms. Hundreds of sample HR policies, forms and compliance tools designed to help your business comply with current federal and state employment laws.

Online Sample Employee Handbook and Employment Policies. Access sample employee handbook, employment policies, state-specific resources, and essential forms/notices required by federal and state governments.

Employment Law Reference Manuals. A complete library of employment law reference manuals covering topics such as Wage & Hour Obligations, I-9 Compliance, Leaves of Absence, Discrimination/Disability/Harassment in the Workplace, Background Screening, Workplace Violence, Reductions in Force and more.

Littler GPS®. An innovative and powerful online research tool that provides detailed information and analysis of recent legislative and regulatory developments. The Littler GPS® online database includes full-text content search and intuitive navigation to a broad range of topics, all tailored to the jurisdictions you select.

Webinars and Seminars. Access to Littler’s nationwide employment law breakfast briefing series and designated live webinars/seminars.

Timely Employment Law Updates. Timely articles and analysis by Littler attorneys on key employment law developments. These notices

provide alerts to changes in the law and provide practical tips to help navigate the ever-changing maze of employment laws.

Employees Harassment Training. Referrals are available upon request for harassment training in states that do not already provide their own free training services.

Login Instructions

On your first visit:

- Visit www.HR-ExecSupport.com
- Click the “Request an Account” link on the bottom-right side of the page. Enter your information in the required fields, including your email address, and your current EPL policy number: **EPLXXXXXXX**
- Click “Submit.” You will then receive an email with login credentials. On future visits to the site, just enter your email address.

To access the HR ExecSupport® “hotline” or if you have further questions about the risk management services, please call this toll free number:

844-849-0588 or email askcounsel@littler.com

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1450 American Ln., 8th Floor
Schaumburg, IL 60173
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Have an employment law question regarding termination? Call the employment law hotline service number. **844-849-0588**

Your insurance policy includes confidential telephone consultation on basic workplace employment topics via this toll-free number. To access the hotline service, call the toll-free hotline number or send an email askcounsel@littler.com. Calls are handled by a designated team of attorneys at the nation's largest labor and employment law firm, Littler Mendelson.

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Employment Practices Liability Solution

Employment Practices Liability Solution
Great American Insurance Company - Executive Liability Division
Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.

THIS POLICY IS WRITTEN ON A “CLAIMS MADE” BASIS. AS SUCH, COVERAGE, SUBJECT TO APPLICABLE TERMS AND CONDITIONS, IS AVAILABLE ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE DISCOVERY PERIOD APPLIES. FURTHER, COSTS OF DEFENSE ARE SUBJECT TO THE APPLICABLE RETENTION AND COSTS OF DEFENSE IN EXCESS OF THE APPLICABLE RETENTION MAY REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY ALL OTHER LOSS, INCLUDING SETTLEMENTS AND JUDGMENTS.

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GREAT AMERICAN INSURANCE COMPANIES®

Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the insurance company set forth in the Declarations (a stock insurance company, hereinafter called the **Insurer**), including the statements made in the Proposal Form and any attachments thereto, and subject to all terms, conditions and limitations of this Policy, the **Insured** and **Insurer** agree as follows:

Terms that appear in boldface type shall have the meaning set forth in Section III. Definitions.

Section I. Insuring Agreements**A. Employment Practices Coverage**

The **Insurer** shall pay on behalf of the **Insureds** all **Loss** which the **Insureds** shall be legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or the **Discovery Period** for an **Employment Practices Wrongful Act**.

B. Third Party Coverage

The **Insurer** shall pay on behalf of the **Insureds** all **Loss** which the **Insureds** shall be legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or the **Discovery Period** for a **Third Party Wrongful Act**.

C. Immigration Practices Coverage

The **Insurer** shall pay on behalf of the **Insureds** **Costs of Defense** which the **Insureds** shall be legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or the **Discovery Period** for an **Immigration Practices Wrongful Act**. This coverage shall be subject to the Sub-Limit of Liability stated in Item 3. of the Declarations.

The **Insurer** shall assume the duty to defend any **Claim** covered under these Insuring Agreements. However, pursuant to Section VIII.C. of the Policy, the **Insureds** may assume the duty to defend any **Claim**.

Section II. Discovery Period

- A.** In the event the **Insurer** refuses to renew this Policy or the **Named Entity** chooses to cancel or not renew this Policy, the **Named Entity** shall have the right, upon payment of the respective "Additional Discovery Premium Amount" stated in Item 5.B. of the Declarations, to an extension of the coverage provided by this Policy solely for any **Claim** first made against any **Insured** for the period of time (or one of the periods of time) stated in Item 5.B. of the Declarations after the end of the **Policy Period**, but only with respect to any **Wrongful Act** committed or alleged to have been committed before the end of the **Policy Period**. Only one such period may be elected, and this period shall be referred to in this Policy as the **Discovery Period**.
- B.** As a condition precedent to the right to purchase the **Discovery Period**, the total premium for this Policy must have been paid, and a written request together with payment of the appropriate Additional Discovery Premium Amount for the **Discovery Period** must be provided to the **Insurer** no later than sixty (60) days after the end of the **Policy Period**.
- C.** The purchase of the **Discovery Period** shall not in any way increase the Limit of Liability stated in Item 3. of the Declarations. For purposes of the Limit of Liability, and any applicable Sub-Limit(s) of Liability, the **Discovery Period** is part of, and not in addition to, the **Policy Period**.
- D.** Upon the election of the **Discovery Period**, Section X.F. Conversion to Run-Off Coverage, is deleted in its entirety.

Section III. Definitions

A. Claim shall mean:

- (1) a written demand for monetary or non-monetary relief;
- (2) a civil proceeding commenced by the service of a complaint or similar pleading, or any appeal thereof;
- (3) a criminal proceeding commenced by the filing of charges, the return of an indictment or similar document or any appeal thereof;
- (4) a formal administrative or regulatory proceeding commenced by the filing of charges, formal investigative order, or similar document, including any proceeding initiated against any **Insured** before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, or any appeal thereof;
- (5) an arbitration, mediation or similar alternative dispute resolution proceeding commenced against an **Insured** if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding with the **Insurer's** written consent, or any appeal thereof; or
- (6) a written request to toll any applicable statute of limitations related to a possible **Claim** as described in paragraphs (1) through (5) above, if the **Insured** chooses to report such written request to toll to the **Insurer** as a **Claim** under Section IX.A.;

provided, however, **Claim** shall not include any labor or grievance proceeding pursuant to the terms and conditions of a collective bargaining agreement.

B. Claimant shall mean any **Employee** or prospective **Employee** of the **Company**, any **Independent Contractor**, and any governmental agency acting on behalf of an **Employee** or prospective **Employee**.

C. Company shall mean the **Named Entity** or **Subsidiary** or, in the event of **Financial Insolvency**, the resulting debtor in possession or receiver (or foreign equivalent status), if any.

D. Costs of Defense shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense or appeal of any **Claim** including the costs of an appeal bond, attachment bond or similar bond (but without obligation on the part of the **Insurer** to apply for or furnish such bonds). **Costs of Defense** shall not include salaries, wages, overhead or benefit expenses associated with any **Insured Person**.

E. Employee shall mean any natural person whose labor or service is engaged and directed by the **Company** in the ordinary course of the **Company's** business including:

- (1) past, present, future, part-time, seasonal, temporary or leased employees; and
- (2) past, present or future volunteers, interns and students.

However, **Employee** shall not include any **Independent Contractor**.

F. Employment Practices Wrongful Act shall mean any of the following acts by any **Insured** but only if alleged by or on behalf of a **Claimant**:

- (1) wrongful dismissal, discharge or termination of employment, whether actual or constructive, or breach of an express or implied employment contract;
- (2) employment-related misrepresentation;

- (3) workplace harassment of any kind;
- (4) discrimination;
- (5) wrongful failure to employ or promote;
- (6) wrongful discipline;
- (7) wrongful demotion or deprivation of career opportunity, including defamatory statements made in connection with an employee reference;
- (8) failure to grant tenure;
- (9) negligent evaluation;
- (10) failure to provide and enforce adequate workplace or employment policies and procedures;
- (11) wrongful retaliation;
- (12) employment-related libel, slander or defamation;
- (13) employment-related invasion of privacy;
- (14) workplace bullying;
- (15) sexual harassment whether “quid pro quo”, hostile work environment or otherwise;
- (16) negligent supervision, negligent training, negligent hiring or negligent retention; or
- (17) breach of any actual or alleged **Independent Contractor Agreement**;

provided, however, **Employment Practices Wrongful Act** shall not include an **Immigration Practices Wrongful Act** or a **Wage and Hour Violation**.

- G. Financial Insolvency** shall mean the **Company** becoming a debtor in possession, or the appointment of a creditors’ committee, a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the **Company**.
- H. Immigration Practices Wrongful Act** shall mean any actual or alleged violation of the Immigration Reform and Control Act of 1986 (IRCA), and rule or regulation promulgated under IRCA, or any similar provisions of any federal, state, local or foreign law.
- I. Independent Contractor** shall mean any natural person, other than an **Employee**, who performs services on behalf of the **Company** pursuant to an **Independent Contractor Agreement**.
- J. Independent Contractor Agreement** shall mean any express contract or agreement between the **Company** and any **Independent Contractor**, or any entity on behalf of an **Independent Contractor**, governing the **Company’s** engagement of such **Independent Contractor**.
- K. Insured(s)** shall mean the **Company** and all **Insured Persons**.
- L. Insured Persons** shall mean:
 - (1) all natural persons who were, now are or shall be:
 - (a) directors and officers, or the functional equivalents, if any;
 - (b) general counsels;
 - (c) risk managers;
 - (d) general partners;
 - (e) partnership managers;

- (f) management committee members; or
- (g) managers of a limited liability company if such entity is duly chartered as a limited liability company with a provision in its bylaws requiring indemnification to the fullest extent permitted by applicable law of such individuals;

of the **Company**;

- (2) **Employee(s)**; and
- (3) **Independent Contractors**, but only if the **Company** provides indemnification to such **Independent Contractors** in the same manner as provided to any **Employee** of the **Company**.

M. Loss shall mean:

- (1) judgments, including pre-judgment interest, post-judgment interest;
- (2) compensatory damages, punitive or exemplary damages, or the multiple portion of any multiplied damage award;
- (3) settlements;
- (4) liquidated damages awarded pursuant to the Age Discrimination in Employment Act, Family and Medical Leave Act or the Equal Pay Act;
- (5) back pay and front pay, and attorney's fees either awarded by a court against an **Insured** or agreed to by the **Insurer** in connection with a settlement (but only if such attorney's fees are agreed to in writing by the **Insurer** at the time of or after a final settlement); or
- (6) **Costs of Defense**;

provided, however, **Loss** shall not include:

- (7) taxes or criminal or civil fines or penalties imposed by law;
- (8) the value of tuition or scholarships in relation to any **Claim** by or on behalf of an **Employee** as defined in Section III.E.(2); or
- (9) any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

The enforceability of the foregoing coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award shall be governed by the applicable law which most favors coverage.

N. Management Control shall mean:

- (1) with respect to any corporation, partnership, limited liability company or other entity organized under the laws of any jurisdiction, the **Named Entity's** ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's directors, trustees, managers, members of the board of managers, natural person general partners or the functional equivalent; or
- (2) with respect to any entity operated as a joint venture, the **Named Entity's** ownership, directly or indirectly, of exactly fifty percent (50%) of issued and outstanding voting securities and whose management and operation the **Named Entity** controls, pursuant to a written agreement or the by-laws, charter, operating agreement or similar documents of such entity, to elect, appoint or designate a majority of the management committee of such entity.

O. Named Entity shall mean the entity named in Item 1. of the Declarations.

- P. Policy Period** shall mean the period from the inception date of this Policy to the expiration date of this Policy as set forth in Item 2. of the Declarations, or its earlier termination if applicable.
- Q. Pollutant** shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, asbestos, chemicals or waste of any kind, including any materials to be recycled, reconditioned or reclaimed.
- R. Related Wrongful Acts** shall mean all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of any fact, circumstance, situation, event or decision.
- S. Single Claim** shall mean all **Claim(s)** involving the same **Wrongful Act** or **Related Wrongful Acts**.
- T. Subsidiary** shall mean:
- (1) any entity in which and while the **Named Entity** has **Management Control**, provided the **Named Entity** obtains **Management Control**:
 - (a) on or before the inception date of this Policy;
 - (b) subsequent to the inception date of this Policy by reason of being created or acquired by the **Named Entity** after such date, if the **Employee** count of the created or acquired entity does not exceed fifty percent (50%) of the total **Employee** count of the **Company** as of the inception date of this Policy; or
 - (c) subsequent to the inception date of this Policy by reason of being created or acquired by the **Named Entity** other than as described in (b) above, if the **Named Entity**, within ninety (90) days of such creation or acquisition, provides the **Insurer** with written notice thereof and agrees to any premium adjustment and/or coverage revision that may be required by the **Insurer**.
 - (2) any nonprofit entity while such entity is controlled by the **Named Entity**.
- U. Third Party Wrongful Act** shall mean any actual or alleged discrimination, harassment or violation of any person's civil rights related to such discrimination or harassment by any **Insured** but only if alleged by a customer, client, supplier, distributor or other person who is not a **Claimant**.
- V. Wage and Hour Violation** shall mean any actual or alleged violation of the duties and responsibilities imposed upon an **Insured** by any federal, state, local or foreign law or regulation, including but not limited to the Fair Labor Standards Act, California Labor Code, California Assembly Bill No. 5 and/or California Unfair Competition Law, Bus. and Prof. Code § 17200 (UCL), and/or any similar law (except the Equal Pay Act) in any other jurisdiction which governs classification, wage, hour and payroll practices. Such practices include but are not limited to:
- (1) the calculation and payment of wages, overtime wages, minimum wages and prevailing wage rates;
 - (2) the calculation and payment of any benefits;
 - (3) reimbursement of any business expenses;
 - (4) the classification of any person or entity for wage and hour purposes;
 - (5) garnishments, withholdings and other deductions from wages;
 - (6) the use of child labor; or
 - (7) the furnishing of pay records, stubs and wage statements.
- W. Wrongful Act(s)** shall mean any **Employment Practices Wrongful Act**, **Third Party Wrongful Act** or **Immigration Practices Wrongful Act**.

Section IV. Exclusions

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

A. brought about or contributed to by:

- (1) any **Insured** gaining any personal profit, financial advantage or remuneration to which such **Insured** was not legally entitled; or
- (2) the deliberately fraudulent or deliberately criminal acts of any **Insured**;

provided, however, this exclusion shall not apply unless and until there is a final, non-appealable adjudication as to such conduct in the underlying proceeding. For acts or omissions of an **Insured** which are considered a criminal violation in a Foreign Jurisdiction that are not considered a criminal violation in the United States of America or the imposition of a criminal fine or criminal sanction in such Foreign Jurisdiction will not trigger this exclusion. For purposes of this exclusion, Foreign Jurisdiction shall mean any jurisdiction, other than the United States of America or any of its territories or possessions.

B. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** or **Related Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice given and accepted or **Claim** reported under any other policy that provided employment practices liability coverage of which this Policy in whole or in part is a direct or indirect renewal or replacement;

C. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any prior and/or pending civil, criminal, administrative, arbitration or investigative proceeding involving any **Insured**, including any proceeding brought by or before the EEOC or any similar state, local or foreign agency, as of the date stated in Item 7. of the Declarations, or any fact, circumstance or situation underlying or alleged in such proceeding;

D. for any actual or alleged:

- (1) bodily injury, sickness, disease, or death of any person with the exception of mental anguish or emotional distress; or
- (2) damage to or destruction of any tangible property, including the loss of use thereof; or
- (3) non-employment-related invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander.

E. for any **Wrongful Act** of any **Insured Persons** in their capacity as a director, officer, trustee, regent or governor of any entity other than the **Company**, even if directed or requested to serve as a director, officer, trustee or governor of such entity;

F. for any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (except Section 510), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any amendments to any of these acts or any rules or regulations promulgated under these acts or any similar provisions of any federal, state, local or foreign law; provided, however, this exclusion shall not apply to any **Claim** alleging retaliation for the exercise of any rights under such laws;

G. for any actual or alleged **Wage and Hour Violation** brought by or on behalf any **Employee** or any past or present **Independent Contractor**; provided, however, this exclusion shall not apply to that part of any **Claim** alleging retaliation for the exercise of any rights under such laws or regulations governing wage, hour and payroll practices.

H. other than Costs of Defense:

- (1) for any obligation of the **Company** as a result of a **Claim** seeking relief or redress in any form other than money damages, including but not limited to any obligation of the **Company** to modify any building or property;
- (2) for any obligation of the **Company** to pay:
 - (a) salary, wages or other employment-related benefits to any **Employee** pursuant to an express contract unless such obligation would exist absent the contract;
 - (b) compensation earned by an **Employee** in the course of employment but not paid by the **Company** including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days; provided, however, this exclusion shall not apply to front pay and back pay; or
 - (c) any money, benefits or other consideration to any **Independent Contractor** pursuant to any **Independent Contractor Agreement**; and
- (3) for any obligation of the **Company** as a result of a **Claim** for an **Immigration Practices Wrongful Act**; provided, however, this exclusion shall not apply to any **Claim** alleging retaliation for the exercise of any rights under such immigration laws;

I. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged seepage, pollution, radiation, emission, contamination or irritant of any kind, including but not limited to any Pollutant; provided, however, this exclusion shall not apply to any Claim alleging retaliation.

In determining the applicability of the above exclusions, the **Wrongful Acts** of any **Insured** shall not be imputed to any other **Insured**.

Section V. Limit of Liability

- A.** The **Insurer's** liability for all **Loss** shall be the amount set forth in Item 3. of the Declarations which shall be the maximum aggregate Limit of Liability of the **Insurer** for the **Policy Period**, regardless of the time of payment or the number of **Claims**.
- B.** The **Insurer** shall be liable to pay all **Loss** in excess of the applicable Retention amount stated in Item 4. of the Declarations up to the Limit of Liability stated in Item 3. of the Declarations.
- C.** **Costs of Defense** shall be part of, and not in addition to, the Limit of Liability stated in Item 3. of the Declarations, and such **Costs of Defense** shall serve to reduce the Limit of Liability.
- D.** Certain coverages extended by the Policy are subject to Sub-Limits of Liability as set forth by endorsement to this Policy or as specified on the Declarations. Each such Sub-Limit of Liability shall be part of, and not in addition to, the applicable Limit of Liability set forth in Item 3. of the Declarations.

Section VI. Retention

- A.** The Retention is set forth in Item 4. of the Declarations.
- B.** The **Insurer** shall pay one hundred percent (100%) of the covered **Loss** from each **Claim** or **Single Claim** in excess of the applicable Retention, if any, up to the applicable Limit of Liability. The **Named Entity** shall be responsible for, and shall hold the **Insurer** harmless from, any amount within the Retention.
- C.** Only one Retention shall be applicable to each **Claim** or **Single Claim**. In the event more than one Retention applies to the **Loss**, only the highest Retention shall be applied.

- D.** In the event the **Named Entity** is unable to indemnify **Insured Persons** solely by reason of its **Financial Insolvency**, then: (1) the **Insurer** shall advance **Costs of Defense** incurred by the **Insured Persons** without first requiring payment of the Retention applicable to any **Claim or Single Claim** made against them; and (2) with respect to **Loss** incurred solely by **Insured Persons** as a result of a **Claim or Single Claim** made against them, no Retention shall apply. For the purpose of applying the Retention, the **Named Entity** agrees that the certificate of incorporation, charter or other organizational documents of the **Named Entity**, including by-laws and resolutions, shall be deemed to require indemnification and advancement of **Loss** to the **Insured Persons** to the fullest extent permitted by law.

Section VII. Loss Allocation and Advancement

- A.** For any **Claim** made against any **Insured** that includes both covered and uncovered matters pursuant to this Policy or is made against others (including **Insureds** who are not extended coverage for such **Claim**) and provided:

- (1) the **Insured** has not assumed the defense of such **Claim** pursuant to Section VIII.C. below; and/or
- (2) such **Claim** is not:
 - (i) subject, in whole or in part, to a Sub-Limit of Liability; and/or
 - (ii) limited by endorsement to this Policy;

then:

- (3) one hundred percent (100%) of reasonable and necessary **Costs of Defense** incurred by the **Insurer** from such **Claim** will be considered covered **Loss**; and
- (4) all remaining amounts from such **Claim** will be allocated between covered **Loss** and uninsured amounts. The **Insureds** and the **Insurer** shall use their best efforts to agree upon a fair and proper allocation.

For any covered **Claim** where the **Insured** has assumed the defense pursuant to Section VIII.C. and/or such **Claim** is subject, in whole or in part, to a Sub-Limit of Liability and/or limited by endorsement to this Policy, then (3) above shall not apply to such **Claim** and only (4) above shall apply with respect to all **Loss**, including **Costs of Defense**.

- B.** If the **Insureds** and **Insurer** are unable to agree on an allocation of **Loss** as required by A. above, the **Insurer** shall advance any **Loss** which the **Insurer** believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined. Such advancement is on the condition that:

- (1) the applicable Retention has been satisfied;
- (2) any amounts advanced by the **Insurer** shall serve to reduce the Limit of Liability stated in Item 3. of the Declarations, or, if applicable, any Sub-Limit of Liability; to the extent such amounts are not in fact repaid; and
- (3) in the event it is finally established that the **Insurer** has no liability under this Policy for such **Loss**, the **Insureds** will repay the **Insurer** upon demand all **Loss** advanced.

Section VIII. Defense and Settlement

- A.** The **Insurer** shall assume the duty to defend any **Claim** covered under this Policy unless the **Insured** has assumed the defense of such **Claim** as outlined under Section VIII.C. below. Such duty to defend shall apply even if the allegations are groundless, false or fraudulent. Such duty to defend will cease and be deemed fully fulfilled and extinguished if the Limit of Liability or any applicable Sub-Limit of Liability has been exhausted. The **Insureds** shall at all times have the right to associate with the **Insurer** in the investigation, defense or settlement of any **Claim** to which coverage under this Policy may apply.

- B. The **Insurer** has the right to settle any **Claim** with the consent of the **Insured**. The **Insured's** consent shall not be unreasonably withheld.
- C. The **Insureds** have the right to assume the defense of any **Claim** against them. The **Named Entity** shall exercise this option in writing on behalf of all **Insureds** within thirty (30) days of the reporting of the **Claim** to the **Insurer**. If this option is exercised, the **Insurer** shall not re-assume the defense of the **Claim**. The **Insurer** shall at all times have the right to associate with the **Insured** in the investigation, defense or settlement of any **Claim** to which coverage under this Policy may apply.
- D. The **Insureds** shall not retain counsel, incur **Costs of Defense**, admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insureds** shall provide the **Insurer** with all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any **Costs of Defense** incurred, admission of liability, or any offer or agreement to settle prior to the **Insurer's** consent shall not be covered.

Section IX. Notice of Claim

- A. All notices to the **Insurer** shall be e-mailed or mailed to the **Insurer** as indicated in Item 8. of the Declarations.
- B. With respect to any **Claim**, the **Insureds** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of such **Claim** as soon as practicable after the general counsel, or risk manager of the **Named Entity**, or person with equivalent responsibility becomes aware of such **Claim**, but in no event later than ninety (90) days after the end of the **Policy Period** or expiration of the **Discovery Period** if applicable. However, an **Insured's** failure or decision not to give notice to the **Insurer** of a **Claim** that the definition of **Claim** specifically permits the **Insured** to choose to report as a **Claim** under Section IX.A. shall not impair the **Insured's** right to give notice of a subsequent **Claim** involving **Related Wrongful Acts** under this Policy or any renewal issued by the **Insurer** to the **Named Entity**.
- C. If, during the **Policy Period** or **Discovery Period**, any **Insured** first becomes aware of a specific **Wrongful Act** and gives notice to the **Insurer** of:
 - (1) the specific **Wrongful Act**;
 - (2) the injury or damage which has or may result therefrom; and
 - (3) the circumstances by which the **Insured** first became aware thereof;
 then any **Claim** arising out of such **Wrongful Act** which is subsequently made against the **Insured** shall be deemed to have been made at the time the **Insurer** received such written notice from the **Insured**.
- D. All **Claims** constituting a **Single Claim** shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act** or **Related Wrongful Acts** was reported under this Policy or any other policy providing similar coverage.
- E. With respect to any **Claim** for which coverage is provided, the **Insureds** shall give to the **Insurer** any such assistance, cooperation and information as the **Insurer** may reasonably require, including copies of reports, investigations, pleadings, and other papers. The failure of any **Insured** to provide the **Insurer** with full cooperation and information it may reasonably request shall not impair the rights of any other **Insured** under this Policy.

Section X. General Conditions

A. Other Insurance

- (1) For any **Claim** under Insuring Agreements I.A. and I.C. that is also covered under any other valid and collectible insurance policy not written expressly excess of this Policy, then this Policy shall be primary with respect to such **Claim**. However, if such **Claim** is made against an **Insured Person** who is an **Independent Contractor** or a leased or temporary employee, then this coverage shall be specifically excess of any such other insurance whether such insurance is stated to be primary, contributory, excess, contingent, or otherwise.
- (2) For any **Claim** under Insuring Agreement I.B. that is also covered under any other valid and collectible insurance not written expressly excess of this Policy, then this Policy shall be excess of and shall not contribute with such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

B. Cancellation or Non-Renewal

- (1) This Policy may be canceled by the **Named Entity** at any time by written notice to the **Insurer**. If the **Named Entity** cancels this Policy, the **Insurer** shall refund any unearned premium on a pro rata basis. Payment of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.
- (2) This Policy may only be canceled by the **Insurer** if the **Named Entity** does not pay the premium when due. The **Insurer** shall provide such Notice of Cancellation according to any applicable state requirements.
- (3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Named Entity** with no less than sixty (60) days advance notice thereof.

C. Proposal Forms

It is agreed by the **Company** and the **Insured Persons** that the particulars and statements contained in the Proposal Form(s) and any information provided therewith and any filing by the **Company** with the Securities and Exchange Commission within twelve (12) months prior to the date of the Proposal Form(s) (which shall be on file with the **Insurer** and be deemed attached thereto as if physically attached) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed by the **Company** and the **Insured Persons** that the statements in the Proposal Form(s) and any information provided therewith and any filing by the **Company** with the Securities and Exchange Commission within twelve (12) months prior to the date of the Proposal Form(s) are their representations and this Policy is issued in reliance upon the truth of such representations. In the event any of the material statements, representations, or information in the Proposal Form(s) or any material information provided therewith and/or any filing by the **Company** with the Securities and Exchange Commission within twelve (12) months prior to the date of the Proposal Form(s) (hereafter referred to as "Facts") are not true and accurate:

- (1) there shall be no coverage for any **Insured Person** for any **Claim** if such **Insured Person** had knowledge, as of the inception date of the **Policy Period**, of any material Facts that were not truthfully and accurately disclosed in the Proposal Form(s) whether or not such **Insured Person** knew of such disclosure in the Proposal Form(s). The knowledge of any **Insured Person** shall not be imputed to any other **Insured Person** for the purposes of determining if coverage is available;
- (2) there shall be no coverage for the **Company**, to the extent that it indemnifies any **Insured Person** with knowledge as defined in (1) above;

- (3) there shall be no coverage for the **Company** for any **Claim** if either the person(s) who signed the Proposal Form(s) for this coverage or any **Insured Person** who is or was a past, present or future chief financial officer, or chief executive officer, of the **Named Entity**, had knowledge, as of the inception date of the **Policy Period**, of any material Facts that were not truthfully and accurately disclosed in the Proposal Form(s); and
- (4) in no event shall this Policy be rescinded by the **Insurer**.

The terms and conditions contained in this section supersede any inconsistent terms and conditions contained in the Proposal Form.

D. Action Against the Insurer

- (1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there has been full compliance with all the terms of this Policy, and until the **Insured's** obligation to pay has been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, the party bringing any **Claim**, and the **Insurer**.
- (2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any action against the **Insureds** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such action.

E. Merger or Acquisition

- (1) If, during the **Policy Period**:
 - (a) the **Named Entity** acquires **Management Control** of or acquires all or substantially all of the assets of an entity by merger or otherwise, and
 - (b) the total **Employee** count of such entity exceeds fifty percent (50%) of the total **Employee** count of the **Company** as of the inception date of this Policy;

then written notice thereof shall be given to the **Insurer** as soon as practicable, but in no event later than ninety (90) days from the effective date of such acquisition, together with such information as the **Insurer** may request. Premium adjustment and coverage revisions shall be effected as may be required by the **Insurer**; provided, however, any such entity shall automatically be included as a **Subsidiary** for the first ninety (90) days after the effective date of such acquisition, subject to any further conditions or limitations on coverage with respect to such acquisition.

- (2) There is no coverage for any **Wrongful Act** of any **Subsidiary** or any **Insured Persons** of such **Subsidiary** or any entity that merges with the **Company** or any **Insured Persons** of such entity that merges with the **Company**, if:
 - (a) such **Wrongful Act** occurs prior to the effective date such entity became a **Subsidiary** or was merged with the **Company**;
 - (b) such **Wrongful Act** occurs subsequent to the effective date such entity became a **Subsidiary** or was merged with the **Company** which together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or was merged with the **Company**, would constitute **Related Wrongful Acts**; or
 - (c) such **Wrongful Act** occurs subsequent to the date such entity ceased to be a **Subsidiary**.

F. Conversion to Run-Off Coverage

If, during the **Policy Period**, an event occurs where: another person or entity, or a group of persons or entities acting in concert, gains control of the **Named Entity** through the ownership of more than fifty percent (50%) of the voting stock, securities or voting interests of the **Named Entity**, or acquires all or substantially all of the assets of the **Named Entity**, then:

- (1) the **Named Entity** must give written notice of such event to the **Insurer** within ninety (90) days after the effective date of such event and provide the **Insurer** with such information in connection therewith as the **Insurer** may deem necessary; and
- (2) this Policy shall only apply to **Wrongful Acts** actually or allegedly committed on or before the effective date of such event and shall be excess of any other insurance available; and
- (3) the entire premium for this Policy shall be deemed earned as of the date of such event.

G. Coverage Extensions**(1) Spousal and Domestic Partner Coverage**

The coverage provided by this Policy shall also apply to the lawful spouse or “Domestic Partner” of an **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of an **Insured Person**. The term “Domestic Partner” shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or any formal program established by the **Company**.

(2) Estates and Legal Representatives

The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives or assigns of any **Insured Person** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**.

(3) Worldwide Provision

The coverage provided under this Policy shall apply worldwide except to the extent that:

- (a) any terms of this Policy conflict with the terms of any applicable laws, in which case such terms are hereby amended to conform to such laws; or
- (b) trade or economic sanctions or other laws or regulations prohibit the **Insurer** from providing insurance.

H. Subrogation

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery. The **Insureds** shall execute all papers to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless such **Insured Person**:

- (1) has been convicted of a deliberate criminal act and such conviction is considered a final, non-appealable adjudication; or
- (2) has been determined by a final, non-appealable adjudication in the underlying action adverse to the **Insured Person** to have committed a deliberate fraudulent act, or to have obtained any personal profit, financial advantage or remuneration to which such **Insured Person** was not legally entitled.

In the event the **Insurer** for any reason pays indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Company** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Company** and shall be subrogated to rights of the **Insured Persons** hereunder.

I. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

J. Entire Agreement

This Policy (including the Declarations, Proposal Forms submitted to the **Insurer** and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

K. State Amendatory Inconsistency

It is understood and agreed that, in the event there is an inconsistency between a state amendatory endorsement attached to this Policy and any term or condition of this Policy, if permitted by law and the public policy of the state of domicile, the **Insurer** shall apply those terms and conditions which are most favorable to the **Insured**.

L. Named Entity Represents Insureds

By acceptance of this Policy, the **Named Entity** shall be designated to act on behalf of the **Insureds** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

M. Representative of the Insurer

Great American Insurance Group, Executive Liability Division, P.O. Box 66943, Chicago, Illinois 60666 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, except notice of **Claims** shall be given pursuant to Section IX. of the Policy.

N. Bankruptcy

The bankruptcy or insolvency of the **Named Entity**, any **Subsidiary** or any **Insured Person** shall not relieve the **Insurer** of any of its obligations under this Policy. In the event of such bankruptcy or insolvency, the **Insureds** waive and release any automatic stay or injunction in such proceeding which may apply to this Policy or its proceeds and agree not to oppose or object to any efforts by the **Insurer** or any **Insureds** to obtain relief from any such stay or injunction.

In witness whereof the **Insurer** has caused this Policy to be signed by its President and Secretary and countersigned, if required, on the Declarations page by a duly authorized agent of the **Insurer**.

GREAT AMERICAN INSURANCE COMPANIES®



President



Secretary

DEKALB PATH ACADEMY
3007 HERMANCE DRIVE NE
ATLANTA, GA 30319

DEKALB PATH ACADEMY
3007 HERMANCE DRIVE NE
ATLANTA, GA 30319

DEKALB PATH ACADEMY
3007 HERMANCE DRIVE NE
ATLANTA, GA 30319

DEKALB PATH ACADEMY
3007 HERMANCE DRIVE NE
ATLANTA, GA 30319

Dear Policyholder:

As your local independent agent and on behalf of the employees of The Hanover Insurance Group from coast to coast, thank you for placing your insurance coverage with us.

Since 1852 Hanover has provided quality insurance protection for businesses large and small. Today, nearly a million people insure their automobiles, homes, boats, businesses and more with one of The Hanover Insurance Group's fine companies.

Hanover has a very simple corporate goal: To provide affordable insurance to responsible safety-minded customers - customers like you. We are proud of the excellent rating Hanover has earned within our industry and of their reputation for treating customers responsibly.

Your renewal policy has been prepared with care. Please take time to review it, including your new Declarations Page which illustrates your coverage selections and limits of protection. If you have any questions, please contact us.

Sincerely,

POINTENORTH INS GRP LLC
PO BOX 724728
ATLANTA, GA 31139

770-858-7540

TO: COMMERCIAL PROPERTY/CASUALTY POLICYHOLDERS
FROM: THE HANOVER INSURANCE GROUP,
MASSACHUSETTS BAY INSURANCE COMPANY, OR
CITIZENS INSURANCE COMPANY OF AMERICA
CITIZENS INSURANCE COMPANY OF ILLINOIS
SUBJECT: AVAILABILITY OF LOSS CONTROL SERVICES

Virtually every business concern continually seeks out methods to reduce the cost of conducting business.

The cost of accidents due to motor vehicle operation and defective products and those that result in employee injury, liability to third parties and property damage can harm your business profitability and competitive advantage.

The Loss Control Department of The Hanover Insurance Group offers a wide range of products and services to assist you in your safety efforts.

These services include written and audio/visual materials as well as on-site management consultations.

Hanover Insurance has provided innovative property-casualty insurance solutions to commercial and individual clients since 1852.

For more information, call your agent or your nearest Hanover Branch Office.

LOSS CONTROL IS A RESPONSIBILITY OF YOUR MANAGEMENT. THIS REPORT DOES NOT ATTEMPT TO DEAL WITH EVERY POSSIBLE LEGAL OBLIGATION, CODE VIOLATION, LOSS POTENTIAL OR EXCEPTION TO GOOD PRACTICE. IT IS NOT INTENDED TO IMPLY THAT ALL HAZARDS AND SITUATIONS ARE RESOLVED. THE LIABILITY OF ANY AND ALL OF THE HANOVER INSURANCE GROUPS AND THEIR AFFILIATES AND SUBSIDIARIES IS LIMITED TO THAT WHICH IS COVERED BY THE INSURANCE POLICY. NO LIABILITIES ARE ASSUMED BY REASON OF THIS REPORT WHICH IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

* The Hanover Insurance Group * Citizens Insurance Company of America
* Massachusetts Bay Insurance Company * Citizens Insurance Company of Illinois

Executive Offices: Worcester, Massachusetts

171-0741

The Incidental Fleet

Purpose

Several vehicles and drivers may be needed for your company to perform daily operations. Your fleet may be diversified, consisting of several passenger cars, pick-up trucks, vans, or small trucks. Vehicles may be driven by sales people, executives, job superintendents, service personnel, or office managers. These vehicles are typically used for local errands, sales calls, job-site visits, or deliveries.

This fleet differs in that the driving exposure supplements your major business operation. Drivers are not typically hired for their driving expertise but for their ability in sales, service, or a technical vocation. Does this sound like your fleet? If it does, then you meet the criteria of an incidental fleet.

Program Benefits

Most business people focus on their predominant business operations. This may result in less emphasis on fleet accident prevention. There are many benefits to beginning or strengthening a safety program.

Drivers may be key employees of your company. If these people were to be hurt in a vehicle accident, your business will likely suffer. Consider the loss of services of a top salesperson who has been responsible for a major share of revenue for your company or a person whose technical skills keep the production equipment running or your top service and repair person. Their absence will have an adverse impact on your company and affect profitability.

Competitive market forces make cost control a key to success. Rising insurance costs and out of pocket expenses (hidden or indirect costs) could put you at a competitive disadvantage. The ability to control expenses contributes to your competitive advantage.

Your company name appears on your vehicles. A serious accident with a picture and article in the local newspaper will hurt your business reputation and goodwill in the community.

Accident statistics stress the need for management action. Vehicle accidents are the largest category of occupational death. The vast majority of vehicle fatalities occur to occupants of passenger cars, vans, light trucks, or utility vehicles. Are these types of vehicles in your fleet?

Increasingly, fleet operations are being regulated by Federal or State agencies. Many regulatory requirements can be met by the establishment of a well managed fleet safety program.

Management Support

Your program needs support and direction from top management to be successful. A management policy statement will convey the sincerity and support of top management and provide direction. Distribute the statement to all concerned and include the policy statement as part of your orientation program for new employees. Reinforce the formal statement during your informal day to day meetings and discussions with your employees.

Employee Selection

You are likely hiring an employee for skills other than driving, yet operating a motor vehicle is required to successfully perform the job. Adequate attention should be paid to this job responsibility with measures incorporated into your employee selection program. What methods can be used?

Application

Expand the information requested on your application to include: the driver's license number, accident and violation history, and equipment experience. When possible, confirm this information by examining the driver's license.

Motor Vehicle Record

A motor vehicle record check should be made to verify the driving record of an applicant and to confirm violations, accidents, and license suspensions before the candidate is behind the wheel. Motor vehicle records can be obtained through state motor vehicle departments or companies that specialize in providing these types of reports. In rare cases, state law may not allow employer access, however, your applicant may obtain an official copy on your behalf. The Loss Control Department can help you establish a motor vehicle record program.

Establish a policy concerning the review of motor vehicle records. Candidates with a high number of violations/accidents may be better fitted for a non-driving position until such time as the person has proved to be a safe and responsible driver. A person who drives his or her personal vehicle poorly is likely to drive a company vehicle in the same manner.

Road Test

A simple road test will allow you to evaluate the driving skills of a candidate. A road test can be simple. Consider a short trip to a customer or to lunch with the candidate driving. A more detailed test with a written format should be used for a heavy vehicle.

Physical Exam

A physical exam can identify conditions and limitations that could affect the driver's ability to safely drive. Choose a physician who is familiar with your business. Guidelines for physical exams are in Part 391, Qualifications of Drivers, of the Federal Motor Carrier Safety Regulations.

Reference Checks

Reference checks add another dimension to the qualification process. You will likely check on the persons past job performance, so why not check on their driving habits as well?

Employee Files

Document your hiring procedures in an employee or driver file. These records will be valuable in accident investigations and can be used to determine if your program is operating as intended. Do not leave the qualification of drivers to someone outside of your organization.

Pre-Qualified Drivers

Many accidents have occurred to people who are not regular drivers but had to use a vehicle due to an unforeseen circumstance. Take the time to qualify several drivers from your existing employees so that you will have a pool of drivers that you can rely on in an emergency.

Driver Training

Many audio-visual programs and printed programs are available for driver training classes and employee meetings. Increasing and maintaining safety awareness among drivers will contribute to accident prevention.

Consider requiring safe driving classes offered by the National Safety Council or the American Association of Retired Persons.

Maintenance

A preventative maintenance program is critical to a safe and efficient fleet operation. Vehicle breakdowns are not only costly but can contribute to serious accidents.

Most light weight vehicle maintenance can be effective by following the manufacturer's recommendations. You may have to adjust these recommendations for heavy use or extreme driving conditions.

Set up a file for each vehicle including the preventative maintenance schedule. Do the drivers in your fleet know the preventative maintenance schedule for their vehicles? Who will be responsible for the maintenance of vehicles in which there is not an assigned driver? Maintenance and repair records can be used to determine if the schedule is being followed. The Loss Control Department can assist you in establishing a preventative maintenance program.

Vehicle Inspections

In addition to pre or post-trip inspections by the driver, regularly scheduled vehicle inspections by a supervisor or business owner are an excellent addition to a preventative maintenance program. Items to check include: condition of tires, glass, seats, and body. Examine the operating condition of lights, engine, defroster, gauges, signals, brakes, and shocks. Build accountability into your system with follow up measures to ensure timely repairs.

Consider equipping each vehicle with a fire extinguisher, first aid kit, flashlight, reflectors, and a wheel chock. Wheel chocks will help to prevent a car from rolling when a jack is used to change a tire.

The Loss Control Department can provide you with guidance and forms to formulate a vehicle inspection program.

Accident Reporting And Investigation

Drivers should be trained in procedures to follow if involved in an accident. An "In Case of Accident" kit that can be carried in the vehicle is available from the Loss Control Department.

All accidents afford an opportunity to learn something that can be of use in preventing future accidents. Accident investigations often reveal a weakness in the management system that led or contributed to an accident. Strengthening your management system is the key to preventing accidents.

Consider organizing accident reports, investigations, and other pertinent information in a file to track, analyze and evaluate your fleet accident experience. This information will help in monitoring the progress of your safety program and in setting safety priorities.

Driver Supervision

Periodic motor vehicle record checks are an excellent management technique to prevent vehicle accidents and to give positive recognition to safe drivers.

Review motor vehicle record reports with each driver. Drivers who have received violations or have been involved in accidents are in need of counseling or retraining. What were the circumstances involving a violation? What driver weaknesses have been revealed through accident investigations? Are personal problems affecting the safe operation of the vehicle?

Is adequate time allowed between appointments, deliveries or service calls? In the case of frequent violations, stronger action may be needed.

It is difficult at best to supervise employees who spend most of their time away from the principle place of business. Some companies have drivers telephone their office after appointments or at prescribed times during the work schedule.

Stress pre-trip planning to drivers. This should include an inspection of the vehicle prior to starting out and a planned route. Attempting to view maps while driving is extremely dangerous. Planned routes help in avoiding congested road, saving time and money.

Additional Policy Considerations

The incidental fleet may face different issues than full-time fleets. Have you established a personal use policy? Who may use the vehicle? Spouses? Children? Can the vehicle be used for vacations? Are vehicles taken home after work? What restrictions or controls are needed?

Does your company have a policy on alcohol and drug abuse? Has it been communicated to your drivers? Drunk driving is involved in nearly 40% of all fatal crashes. Do you discourage drinking and driving?

Safety belts have saved thousands of lives and prevented hundreds of thousands of serious injuries. Do you enforce the use of safety belts? Strengthen your training efforts in these important safety issues.

Air Bags

The most common type of vehicle is the frontal crash. Air bags in combination with lap and shoulder belts offer the best protection against death or serious injury in frontal crashes. Many vehicles are now equipped with air bags as standard or optional equipment. Make certain your purchase order or lease agreement says - AIR BAGS!

An excellent video tape, AIR BAGS NOW, produced by the Insurance Institute for Highway Safety, is available free of charge from the Loss Control Department.

Summary

Although we have made a distinction between the incidental fleet and other fleets, there are many similarities. The key to preventing accidents is to strengthen your management system. Accident statistics demonstrate a strong need for the development of a well managed fleet safety program for the incidental fleet. This brochure is one part of a commercial automobile safety program, "Driving Down Your Commercial Vehicle Insurance Costs" (171-0679). Other brochures in the series are:

Starting a Fleet Safety Program, 171-0680
Federal Motor Safety Regulations, 171-0681
The Incidental Fleet, 171-0682
Driver Qualification, 171-0683
Motor Vehicle Records, 171-0684
Driver Motivation, 171-0685
Driver Training, 171-0686

Driver Supervision, 171-0687
Vehicle Maintenance, 171-0688
Accident Investigation, 171-0689
Accident Record Keeping, 171-0690
Accident Review Boards, 171-0690
Sources of Assistance, 171-0691

For more information, call your agent or your nearest Hanover or Citizens Branch Office.

FORM 171-0752 (8-02)

IMPORTANT NOTICE - GEORGIA

Effective July 1, 2000, the laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

231-1894 (7-00)

GEORGIA POLICYHOLDER NOTICE REGARDING UNINSURED MOTORISTS COVERAGE

Our records show that your policy contains Uninsured Motorists (UM) Coverage. Uninsured Motorists coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an automobile accident. Also included are damages due to bodily injury or property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified. This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverage you are provided.

Georgia law, in general, requires that automobile liability policies include Uninsured Motorists Coverage Added On To At-Fault Liability Limits (Added-On) unless you reject this coverage in writing. Uninsured Motorists Coverage Added-On provides insurance protection, in general, with respect to an insured's covered losses that are in addition to the limit of liability under any applicable bonds or policies.

However, for a reduced premium, you may reject Uninsured Motorists Coverage Added-On and select Uninsured Motorists Coverage - Reduced By At-Fault Liability Limits (Reduced). Uninsured Motorists Coverage Reduced provides insurance protection, in general, wherein the amount of coverage is reduced by all sums paid by or on behalf of anyone who is legally responsible.

The following examples are derived from the Georgia Office of Insurance and Safety Fire Commissioner Directive 08-P&C-1 dated August 18, 2008:

Example of Uninsured Motorists Coverage Added-On and Uninsured Motorists Coverage Reduced Claim Payment Calculation

An underinsured driver fails to stop at a red light, hits your car and causes you to have \$175,000 in damages. The at-fault underinsured driver (At-Fault's) has \$50,000 of Liability Coverage. Your policy contains \$100,000 of Uninsured Motorists Coverage.

UNINSURED MOTORISTS COVERAGE ADDED-ON

At-Fault Liability Coverage Limit \$50,000
Your Uninsured Motorists Coverage Added-On Limit \$100,000
Total Amount of Your Damages \$175,000

Payment Break Out:

At-Fault's Liability Coverage = \$50,000
Your Uninsured Motorists Coverage Added-On = \$100,000
Total Payment = \$150,000
Amount Not Covered = \$25,000 (a)

The maximum available coverage in this example was \$150,000 (At-Fault's Liability Coverage Limit + Your Uninsured Motorists Coverage Added-On Limit).

(a) Please notice that \$25,000 of the loss was not covered.

UNINSURED MOTORISTS COVERAGE REDUCED
(This coverage is comparable to your current coverage.)

At-Fault's Liability Coverage Limit \$50,000
Your Uninsured Motorists Reduced Limit \$100,000
Total Amount of Your Damages \$175,000

Payment Break Out:

At-Fault's Liability Coverage = \$50,000
Your Available Uninsured Motorists Coverage Reduced = \$50,000(a)
Total Payment = \$100,000
Amount Not Covered = \$75,000(b)

(a) The \$50,000 amount shown here is determined by subtracting the At-Fault's Liability Coverage Limit from Your Uninsured Motorists Coverage Reduced Limit. The total available Uninsured Motorists Coverage Reduced you have in this example is \$50,000.

(b) Please notice that \$75,000 of the loss is not covered.

You should contact your agent at the address shown on your policy declaration if you have any questions regarding the options described above with respect to Uninsured Motorists Coverage. However, if you wish to change the coverage you currently have, you must request any such change in writing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

IMPORTANT INFORMATION ABOUT YOUR INSURANCE COMPANY

The Home Office address for the Insurance Company shown on the policy Declarations page is:

Allmerica Financial Alliance Insurance Company

(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

The Hanover American Insurance Company

(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Allmerica Financial Benefit Insurance Company

(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

The Hanover Insurance Company

(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Campmed Casualty & Indemnity Company, Inc.

(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

The Hanover Casualty Company

(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of America

(A Stock Company)
808 North Highlander Way
Howell, MI 48843-1070

Massachusetts Bay Insurance Company

(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of Illinois

(A Stock Company)
333 West Pierce Road, Suite 300
Itasca, IL 60143-3114

The Hanover New Jersey Insurance Company

(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of the Midwest

(A Stock Company)
9229 Delegates Row, Suite 100
Indianapolis, IN 46240-3824

Verlan Fire Insurance Company

(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of Ohio

(A Stock Company)
4400 Easton Commons Way, Suite 125
Columbus, OH 43219-6223

Nova Casualty Company

(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Customer Notice of Privacy Policy and Producer Compensation Practices Disclosures

Privacy Policy Disclosure

Collection of Information

We collect personal information so that we may offer quality products and services. This information may include, but is not limited to, name, address, Social Security number, and consumer reports from consumer reporting agencies in connection with your application for insurance or any renewal of insurance. For example, we may access driving records, insurance scores or health information. Our information sources will differ depending on your state and/or the product or service we are providing to you. This information may be collected directly from you and/or from affiliated companies, non-affiliated third parties, consumer reporting agencies, medical providers and third parties such as the Medical Information Bureau.

We, and the third parties we partner with, may track some of the web pages you visit through cookies, pixel tagging or other technologies. We currently do not process or comply with any web browser's "do not track" signals or similar mechanisms that request us to take steps to disable online tracking. For additional information regarding online privacy, please see our online privacy statement, located at www.hanover.com.

Disclosure of Information

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with our insurance company affiliates or with third parties that assist us in processing and servicing your account. We also may share your information with regulatory or law enforcement agencies, reinsurers and others, as permitted or required by law.

Our insurance companies may share information with their affiliates, but will not share information with non-affiliated third parties who would use the information to market products or services to you.

Our standards for disclosure apply to all of our current and former customers.

Safeguards to Protect Your Personal Information

We recognize the need to prevent unauthorized access to the information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, personal information, including but not limited to social security numbers, driver's license numbers and other personally identifiable information.

Internal Access to Information

Access to personal, non-public information is limited to those people who need the information to provide our customers with products or services. These people are expected to protect this information from inappropriate access, disclosure and modification.

Consumer Reports

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- credit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

Access to Information

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances, you may be entitled to a copy at no cost.

You also may review certain information we have about you or your business in our files. To review information we maintain in our files about you or your business, please write to us, providing your complete name, address and policy number(s), and indicating specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge.

We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a record indicating that the information was provided to another party, we will tell you to whom such information is normally disclosed.

There is information that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy, when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

Correction of Information

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

Our Commitment to Privacy

In the insurance and financial services business, lasting relationships are built upon mutual respect and trust. With that in mind, we will periodically review and revise our privacy policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our privacy policy is found to be non-compliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this privacy policy will remain in effect. For more detailed information about our customer privacy policy (including any applicable state-specific policies) and our online privacy statement, visit our Web site, located at www.hanover.com.

Further Information

If you have questions about our customer privacy policy (including any applicable state-specific policies) or our online privacy statement, or if you would like to request information we have on file, please write to us at our Privacy Office, N435, The Hanover Insurance Group, Inc., 440 Lincoln Street, Worcester, MA 01653. Please provide your complete name, address and policy number(s). A copy of our Producer Compensation Disclosure is also available upon written request addressed to the attention of the Corporate Secretary, N435, The Hanover Insurance Group, 440 Lincoln Street, Worcester, MA 01653.

Producer Compensation Disclosure

Our products are sold through independent agents and brokers, often referred to as "Producers." We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us. Details of our Producer compensation practices may be found at www.hanover.com.

This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Citizens Management, Inc. - AIX Ins. Services of California, Inc.- Campania Insurance Agency Co. Inc. - Campmed Casualty & Indemnity Co. Inc. - Chaucer Syndicates Limited- Educators Insurance Agency, Inc.- Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company - The Hanover Insurance Company - The Hanover New Jersey Insurance Company - The Hanover National Insurance Company - Hanover Lloyd's Insurance Company - Massachusetts Bay Insurance Company - Opus Investment Management, Inc. - Professionals Direct Insurance Services, Inc. -Professional Underwriters Agency, Inc. - Verlan Fire Insurance Company - Nova Casualty Company - AIX Specialty Insurance Company.

GEORGIA INSURANCE POLICY INFORMATION CARD

INSURANCE COMPANY NAME ☐ COMMERCIAL ☐ PERSONAL

ALLMERICA FINANCIAL BENEFIT

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
AWA-8799025	06-28-24	06-28-25

NAMED INSURED

DEKALB PATH ACADEMY

VEHICLE INSURED

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
16	FORD TRANSI	1FDCR5PM6GKA45088

SEE IMPORTANT NOTICE ON REVERSE SIDE

KEEP THIS CARD IN YOUR MOTOR
VEHICLE WHILE IN OPERATION

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

The current status of actual motor vehicle liability insurance coverage is maintained by the Georgia Dept. of Revenue and is accessible to law enforcements agencies upon a check of the vehicle registration.

GEORGIA INSURANCE POLICY INFORMATION CARD

INSURANCE COMPANY NAME ☐ COMMERCIAL ☐ PERSONAL

ALLMERICA FINANCIAL BENEFIT

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
AWA-8799025	06-28-24	06-28-25

NAMED INSURED

DEKALB PATH ACADEMY

VEHICLE INSURED

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
13	FORD ECONOL	1FDFE4FL3DDA31046

SEE IMPORTANT NOTICE ON REVERSE SIDE

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VEHICLE WHILE IN OPERATION

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BUSINESS AUTO POLICY RENEWAL DECLARATIONS

05

RENEWAL OF: AWA 8799025

CM

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
AWA-8799025-14	06/28/2024 06/28/2025	ALLMERICA FINANCIAL BENEFIT INS	2909125

ITEM ONE: Named Insured and Address

DEKALB PATH ACADEMY
3007 HERMANCE DRIVE NE
ATLANTA, GA 30319

Agent

Telephone: 770-858-7540
POINTENORTH INS GRP LLC
PO BOX 724728
ATLANTA, GA 31139

Policy Period: Beginning and Ending at 12:01 a.m. Standard Time at the Location of the Described Premises.

Business Type: CORPORATION

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Please refer to attached schedule(s). This premium may be subject to adjustment.

BUSINESS AUTOMOBILE COVERAGE	\$	7,866.00
TAXES, SURCHARGES AND FEES:	\$	0.00
TOTAL POLICY PREMIUM IS:	\$	7,866.00

Policy Forms, Endorsements and Optional Coverages Attached:

See Forms and Endorsements Schedule

Countersigned this _____ Day of _____

Authorized Representative

This Declaration Page with the Forms and Endorsements, if any, Complete the Policy.

Form 461-0164 (9-00)

Date Issued: 07/11/2024

ORIGINAL/INSURED

Payment Type: ELECTRONIC EXCHANGE

GROUP NAME: Charter Schools

GROUP NUMBER: ZSX

BUSINESS AUTO POLICY RENEWAL DECLARATIONS

05

RENEWAL OF: AWA 8799025

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
AWA-8799025-14	06/28/2024 06/28/2025	ALLMERICA FINANCIAL BENEFIT INS	2909125

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ATLANTA, GA 30319

Agent

Telephone: 770-858-7540
POINTENORTH INS GRP LLC
PO BOX 724728
ATLANTA, GA 31139

Business Auto Forms and Endorsements Schedule

Form Number	Edition Date	Description
CA0001	0306	BUSINESS AUTO COVERAGE
CA0109	1004	CA01091004
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIAB EXCLUSION
IL0262	0224	GA CHANGES CANC AND NONRENEWAL
2311894	0700	GEORGIA IMPORTANT NOTICE
4610246	0716	EXCLUSION ABUSE OR MOLESTATION
CA2402	1293	PUBLIC TRANSPORT VEHICLES
CA9903	0306	AUTO MEDICAL PAYMENT COVERAGE
CA3137	0109	GA UNINSURED MOTORIST ADDED
4610342	0109	GEORGIA POLICYHOLDER NOTICE
4610384	1209	BROADENED TOWING AND LABOR COV
4610384	1209	BROADENED TOWING AND LABOR COV

BUSINESS AUTO POLICY RENEWAL DECLARATIONS

05

RENEWAL OF: AWA 8799025

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PO BOX 724728
ATLANTA, GA 31139

ITEM TWO: SCHEDULE OF COVERAGE AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	01	\$1,000,000 COMBINED SINGLE LIMIT	\$7,246
MEDICAL PAYMENTS	07	\$5,000	\$74
UNINSURED MOTORISTS*	07	\$1,000,000	\$254
PHYSICAL DAMAGE INS.		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE	
TOWING AND LABOR	07	SEE ITEM THREE FOR TOWING AND LABOR LIMIT	\$4
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	07	SEE ITEM THREE FOR DEDUCTIBLE FOR EACH COVERED AUTO FOR ALL LOSS. NO DEDUCTIBLE APPLIES TO LOSS BY FIRE OR LIGHTNING. SEE ITEM FOUR FOR HIRED OR BORROWED 'AUTOS'.	\$115
PHYSICAL DAMAGE COLLISION COVERAGE	07	SEE ITEM THREE FOR DEDUCTIBLE FOR EACH COVERED AUTO. SEE ITEM FOUR FOR HIRED OR BORROWED 'AUTOS'.	\$173

BUSINESS AUTO POLICY RENEWAL DECLARATIONS

05

RENEWAL OF: AWA 8799025

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COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM

* FOR THE FOLLOWING STATES UNDERINSURED MOTORIST COVERAGE IS INCLUDED FOR THOSE COMMERCIAL AUTOS (VEHICLES #010-999) DESCRIBED IN ITEM THREE FOR WHICH A PREMIUM CHARGE IS SHOWN: GA

ESTIMATED TOTAL (ANNUAL) PREMIUM	\$ 7 8 6 6 . 0 0

BUSINESS AUTO POLICY RENEWAL DECLARATIONS

05

RENEWAL OF: AWA 8799025

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
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Agent

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PO BOX 724728
ATLANTA, GA 31139

ITEM THREE - SCHEDULE OF COVERED AUTOS

AUTO NUM	ST	TERR	YEAR	DESCRIPTION	SERIAL NUMBER	COST NEW/ SYMBOL	CLASS	EFF. DATE
010	GA	101	2016	FORD TRANSI	1FDCR5PM6GKA45088	\$27,360	6252	06/28/24
011	GA	101	2013	FORD ECONOL	1FD FE4FL3DDA31046	\$39,900	6252	06/28/24

AUTO NUM	LIABILITY PREMIUM SL	MED PAY LIMIT	MED PAY PREMIUM	TOTAL PREMIUM
010	\$3251	\$5,000	\$37	\$3590
011	\$3251	\$5,000	\$37	\$3532

AUTO NUM	OTHER COVERAGES	TOWING & LABOR	RENTAL	OTHER
010	TOWING & LABOR LIMIT=\$50	\$2		
011	TOWING & LABOR LIMIT=\$50	\$2		

AUTO NUM	UNINSURED/UNDERINSURED MOTORIST LIMITS	PREMIUM
010	\$1,000,000	\$127
011	\$1,000,000	\$127

BUSINESS AUTO POLICY RENEWAL DECLARATIONS

05

RENEWAL OF: AWA 8799025

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ATLANTA, GA 31139

ITEM THREE - SCHEDULE OF COVERED AUTOS

PHYSICAL DAMAGE COVERAGE AND DEDUCTIBLE							
AUTO NUM	COMPREHENSIVE			SPECIFIED CAUSES OF LOSS		COLLISION	
	STATED AMOUNT	DEDUCT	PREM	COVERAGE	PREM	DEDUCT	PREM
010	\$	\$1,000	\$69			\$1,000	\$104
011	\$	\$1,000	\$46			\$1,000	\$69

BUSINESS AUTO POLICY RENEWAL DECLARATIONS

05

RENEWAL OF: AWA 8799025

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
AWA-8799025-14	06/28/2024 06/28/2025	ALLMERICA FINANCIAL BENEFIT INS	2909125

ITEM ONE: Named Insured and Address

DEKALB PATH ACADEMY
3007 HERMANCE DRIVE NE
ATLANTA, GA 30319

Agent

Telephone: 770-858-7540
POINTENORTH INS GRP LLC
PO BOX 724728
ATLANTA, GA 31139

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - CLASS 6611

STATE		ESTIMATED COST OF HIRE	RATE PER \$100 COST OF HIRE	UM/SUM PREMIUM	PREMIUM
GA		IF ANY	3.283		\$255
Total Item Liability Premium					\$255

COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF "AUTOS" YOU DO NOT OWN (NOT INCLUDING "AUTOS" YOU BORROW OR RENT FROM YOUR PARTNERS, YOUR EMPLOYEES, OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

ITEM FIVE - SCHEDULE FOR EMPLOYER'S NON-OWNERSHIP LIABILITY

COVERED AUTOS BORROWED FROM YOUR EMPLOYEES OR MEMBERS OF THEIR HOUSEHOLD- RATING BASIS, NUMBER OF EMPLOYEES

STATE		CLASS CODE	ESTIMATED NUMBER OF EMPLOYEES	UM/SUM PREMIUM	PREMIUM
GA		6601	25		\$489
Total Item Premium					\$489

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or

- (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;

- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

- (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;

- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

- (2) Otherwise in the course of transit by or on behalf of the "insured";

- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- M. "Property damage" means damage to or loss of use of tangible property.

- N. "Suit" means a civil proceeding in which:

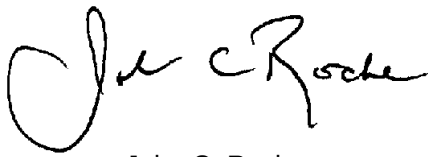
- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 - P. "Trailer" includes semitrailer.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

In Witness Whereof, this company has caused this policy to be signed by its President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.



John C. Roche
President



Charles Frederick Cronin
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA UNINSURED MOTORISTS COVERAGE - ADDED ON TO AT-FAULT LIABILITY LIMITS

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Georgia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$	Each "Accident"
Indicate with an "X" in the appropriate box the desired deductible option. Any amount payable for damages under this coverage will be in excess of the applicable deductible option.	
Deductible Option	
☐	No deductible applies.
☐	\$ 500 each "accident"
☐	\$ 1,000 each "accident"
☐	\$ 2,000 each "accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums in excess of the applicable deductible option shown in the Schedule or Declarations that the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" including loss of consortium, sustained by the "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing.
3. Any default judgment arising out of a "suit" for damages against anyone alleged to be legally responsible is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", if the settlement is made in accordance with GA CODE ANN. Section 33-24-41.1 and the payment of such settlement exhausts the limits of the applicable liability bonds or policies.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. "Property damage" for which the "insured" has been compensated by other property or physical damage coverage.
6. Punitive or exemplary damages.
7. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage Form or any Medical Payments

Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation law, exclusive of non-occupational disability benefits.

3. We will not pay for any "property damage" that is paid or payable under Physical Damage Coverage.

E. Changes In Conditions

The conditions of the policy are changed for Uninsured Motorists Coverage as follows:

1. Paragraph c. of the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and Paragraph e. in the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable similar insurance available under more than one policy:

- (1) The following priorities of recovery apply:

First	The policy affording Uninsured and Underinsured Motorists Coverage to the "insured" as a Named Insured or if the Named Insured is an individual, any "family member".
Second	The Uninsured and Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".

- (2) We will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. Duties In The Event Of Accident, Claim, Suit

Or Loss is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Transfer Of Rights Of Recovery Against Others To Us

is also changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

We shall be entitled to the rights to recover damages from another only after the "insured" has been fully compensated for damages.

4. The Two Or More Coverage Forms Or Policies Issued By Us

Condition does not apply to the Named Insured or if the Named Insured is an individual, any "family member".

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property Damage" means:
 - a. Injury to or destruction of a covered "auto" or its resulting loss of use;
 - b. Injury to or destruction of property contained in the covered "auto" and owned by the Named Insured, or if the Named Insured is an individual, any "family member"; or
 - c. Injury or destruction of property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which there is neither:
 - (1) Cash or securities on file with the Georgia Commissioner of Public Safety; nor
 - (2) A liability bond or policy;

applicable at the time of the "accident".

- b.** That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of the limits of all liability bonds or policies applicable at the time of the "accident" either:
 - (1)** Is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages; or
 - (2)** Has been reduced by payment of claims to an amount which is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages.
- c.** For which an insuring or bonding company legally denies coverage or is or becomes insolvent; or

- d.** That is a hit-and-run vehicle and neither the driver nor owner can be identified.

The vehicle must either:

- (1)** Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
- (2)** Cause "bodily injury" or "property damage" with no physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying" at the time of the "accident" provided the facts of the "accident" can be corroborated by an eyewitness to the "accident" other than the "insured" making the claim.

However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES

For a covered "auto" licensed or principally garaged in Georgia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Liability Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", the insurance is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
3. The **Expected Or Intended Injury** Exclusion is replaced by the following:
This insurance does not apply to "bodily injury" or "property damage" expected or intended from the standpoint of the "insured".
However, this exclusion does not apply for coverage up to the minimum limit specified by the Georgia Motor Vehicle Safety Responsibility Act.

B. Changes In Physical Damage Coverage

1. If collision coverage is provided, the collision coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", the collision insurance is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
3. The "Diminution In Value" exclusion does not apply.

C. Paragraph A.6. of the **Cancellation** Common Policy Condition is replaced by the following:

If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.

D. Paragraph 2.a. of **Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", we or our representative must receive prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

The requirement for giving notice of a claim, if not satisfied by the "insured" within 30 days of the date of the "accident", may be satisfied by an injured third party who, as the result of such "accident", has a claim against the "insured". However, in this event, notice of a claim given by an injured third party must be mailed to us.

E. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any "loss" or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud committed by you or any other "insured", at any time, and relating to coverage under this policy.

- F. The last sentence in the **Appraisal For Physical Damage Loss** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms and the **Appraisal** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

We do not waive any of our rights under this policy by agreeing to an appraisal.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
GEORGIA CHANGES - CANCELLATION
AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph A.1. of the **Cancellation Common Policy Condition is replaced by the following:**

1. The first Named Insured shown in the Declarations may cancel this policy by:

- a. Returning this policy to us; or**
- b. Giving us or our authorized agent advance notice of cancellation in one of the following ways:**
 - (1) Orally;**
 - (2) Electronically; or**
 - (3) Mailing or delivering to us written notice;**

stating a future date on which the policy is to be cancelled, subject to the following:

- a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date:**
 - (1) This policy is returned to us;**
 - (2) We receive notice from the first Named Insured; or**
 - (3) Specified in the notice;**
- whichever is later.

However, upon receiving a notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation to the first Named Insured.

- b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.**

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice; or**
- (2) The effective date of cancellation stated in the first Named Insured's notice to us.**

- c. In the event of oral cancellation, we shall, within 10 days provide the first Named Insured, electronically or in writing, confirmation of such requested cancellation.**
- d. We may require that the first Named Insured provide written, electronic or other recorded verification of the request for cancellation prior to such cancellation taking effect.**

B. Paragraph A.5. of the Cancellation Common Policy Condition is replaced by the following:

5. Premium Refund

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.
- c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If the first Named Insured cancels, the refund may be less than pro rata.
- e. The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the Cancellation Common Policy Condition and supersedes any other provisions to the contrary:

If we decide to:

- 1. Cancel or nonrenew this policy;
- 2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
- 3. Change any policy provision which would limit, restrict or remove coverage and which would result in a reduction of coverage as specified in GA. CODE ANN. §33-24-47(g);

then:

We will mail or deliver notice of our action as described in Paragraphs **1.** and **2.** above to the first Named Insured and lienholder, if any, at the last mailing address known to us. We will mail or deliver notice of our action regarding any change in policy provisions as described in Paragraph **3.** above to the first Named Insured. Except as applicable as described in Paragraph **D.** or **E.** below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium;

b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium;

c. 45 days before the expiration date of this policy if we decide to nonrenew or increase the premium; or

d. 45 days prior to the effective date of the proposed change which would limit, restrict or remove coverage and which would result in a reduction of coverage as specified in GA. CODE ANN. §33-24-47(g).

D. The following provisions apply to insurance covering residential real property only provided under the:

Capital Assets Program (Output Policy) Coverage Part;

Commercial Property Coverage Part;

Farm Coverage Part;

if the named insured is a natural person.

With respect to such insurance, the following is added to the **Cancellation Common Policy Condition** and supersedes any provisions to the contrary except as applicable as described in Paragraph **E.:**

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first Named Insured at least 10 days before the date cancellation takes effect.

2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:

a. Nonpayment of premium, whether payable to us or to our agent;

b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;

c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or

d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first Named Insured at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any of the reasons listed in **b.**, **c.** or **d.** above.

E. With respect to a policy that is written to permit an audit, the following is added to the **Cancellation** Common Policy Condition:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.

2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION - ABUSE OR MOLESTATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

The following is added to **SECTION II - LIABILITY COVERAGE, B. Exclusions:**

This insurance does not apply to "bodily injury" or "property damage" arising out of:

Abuse or Molestation

This insurance does not apply to "bodily injury" or "property damage" arising out of:

- a.** The actual or threatened abuse or molestation by anyone of any person, whether or not the abuse or molestation was specifically intended or resulted from negligent conduct, or whether or not any insured subjectively intended the injury or damage for which a claim is made; or

- b.** The negligent:

- (1)** Employment;
- (2)** Investigation;
- (3)** Supervision;
- (4)** Reporting to the proper authorities, or failure to so report; or
- (5)** Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph **a.** above.

For the purposes of this endorsement, abuse means an act that is committed with the intent to cause harm.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance - Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROADENED TOWING AND LABOR COVERAGE -
ANY VEHICLE AND INCREASED LIMITS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Towing Limit Schedule

Private Passenger Type Vehicle Towing Limit \$ Other than Private Passenger Type Vehicle Towing Limit \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, Paragraph 2.** is replaced with the following:

2. Towing

We will pay up to the limit shown in the Schedule for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC TRANSPORTATION AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE for a covered "auto" licensed or used to transport the public is changed as follows:

The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto".

POLICY NUMBER: BDA 1849428 07

CRIME AND FIDELITY
CR DS 02 08 13

COMMERCIAL CRIME POLICY DECLARATIONS

In return for the payment of the premium, and subject to all the terms and conditions of this Policy, we agree with you to provide the insurance as stated in this Policy.

Coverage Is Written:

☐ Primary ☒ Excess ☐ Coindemnity ☐ Concurrent

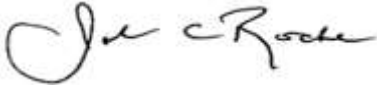
Company Name Area:	Allmerica Financial Benefits Insurance Company A Stock Company 440 Lincoln Street Worcester, MA 01653
Producer Name Area:	POINTENORTH INS GRP LLC
Named Insured:	DEKALB PATH ACADEMY
	(Also list any Employee Benefit Plan(s) included as Insureds)
Mailing Address:	3007 HERMANCE DRIVE NE ATLANTA, GA 30319
Policy Period	
From:	08/21/2024
To:	08/21/2025 12:01 AM at your mailing address shown above.

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft	\$ 250,000	\$ 250,000
2. Forgery Or Alteration	\$ 250,000	\$ 250,000
3. Inside The Premises – Theft Of Money And Securities	\$ 250,000	\$ 250,000
4. Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$ 250,000	\$ 250,000
5. Outside The Premises	\$ 250,000	\$ 250,000
6. Computer And Funds Transfer Fraud	\$ 250,000	\$ 250,000
7. Money Orders And Counterfeit Money	\$ 250,000	\$ 250,000
Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this Policy are deleted.		

If Added By Endorsement:		
Insuring Agreement	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence

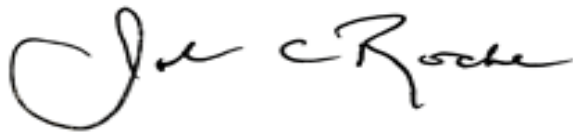
Endorsements Forming Part Of This Policy When Issued:		
CR DS 02	08 13	Commercial Crime Declarations
SIG-1100	11 17	Signature Page
CR 00 22	11 15	Commercial Crime Policy (Discovery Form)
CR 02 31	02 15	Georgia Changes
181-1802	02 22	Exclude False Pretenses
181-1806	02 22	Exclude Cyber Extortion CW
181-1851	02 22	Amend Computer And Funds Transfer Fraud Insuring Agreement

Cancellation Of Prior Insurance Issued By Us:
By acceptance of this Policy, you give us notice cancelling prior Policy Numbers BDA 1849428 06 ; the cancellation to be effective at the time this Policy becomes effective.

Countersignature Of Authorized Representative	
Name:	John C. Roche
Title:	President
Signature:	
Date:	08/21/2024

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

In Witness Whereof, this company has caused this policy to be signed by its President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.

A handwritten signature in black ink, appearing to read "John C. Roche". The signature is fluid and cursive, with the first name "John" being more prominent.

John C. Roche
President

A handwritten signature in black ink, appearing to read "Charles F. Cronin". The signature is cursive and somewhat stylized, with the last name "Cronin" being more prominent.

Charles Frederick Cronin
Secretary

COMMERCIAL CRIME POLICY (DISCOVERY FORM)

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is or is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.j.:

1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Inside The Premises – Theft Of Money And Securities

We will pay for:

a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or
- (2) Resulting directly from disappearance or destruction.

b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

4. Inside The Premises – Robbery Or Safe Burglary Of Other Property

We will pay for:

a. Loss of or damage to "other property":

- (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
- (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

5. Outside The Premises

We will pay for:

- a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

6. Computer And Funds Transfer Fraud

a. We will pay for:

(1) Loss resulting directly from a fraudulent:

- (a) Entry of "electronic data" or "computer program" into; or
- (b) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs **6.a.(1)(a)** and **6.a.(1)(b)**:

- (i) "Money", "securities" or "other property" to be transferred, paid or delivered; or
 - (ii) Your account at a "financial institution" to be debited or deleted.
- (2) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.

- b. As used in Paragraph **6.a.(1)**, fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Insuring Agreement.

7. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having, in good faith, accepted in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This Policy does not cover:

a. Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members"; whether acting alone or in collusion with other persons.

b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this Policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Committed By Your Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1.

d. Confidential Or Personal Information

Loss resulting from:

- (1) The disclosure or use of another person's or organization's confidential or personal information; or
- (2) The disclosure of your confidential or personal information. However, this Paragraph 1.d.(2) does not apply to loss otherwise covered under this Policy that results directly from the use of your confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

g. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this Policy including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Policy; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Policy.

h. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.2.

i. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

j. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

k. Virtual Currency

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

l. War And Military Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Insuring Agreement A.1. does not cover:**a. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

b. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

c. Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

3. Insuring Agreements A.3., A.4. and A.5. do not cover:**a. Accounting Or Arithmetical Errors Or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":
 - (a) On the basis of unauthorized instructions; or
 - (b) As a result of a threat including, but not limited to:
 - (i) A threat to do bodily harm to any person;
 - (ii) A threat to do damage to any property;
 - (iii) A threat to introduce a denial of service attack into any "computer system";
 - (iv) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system";
 - (v) A threat to contaminate, pollute or render substandard your products or goods; or
 - (vi) A threat to disseminate, divulge or utilize:
 - i. Your confidential information;
 - ii. Confidential or personal information of another person or organization; or
 - iii. Weaknesses in the source code within any "computer system".

(2) However, this exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement **A.6. does not cover:**

a. Authorized Access

Loss resulting from a fraudulent:

- (1) Entry of "electronic data" or "computer program" into; or
- (2) Change of "electronic data" or "computer program" within;
any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Insuring Agreement **A.6.b.**

b. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. Fraudulent Instructions

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

- (1) Transfer, pay or deliver "money", "securities" or "other property"; or

(2) Debit or delete your account; which instruction proves to be fraudulent, except when covered under Insuring Agreement **A.6.a.(2)** or **A.6.b.**

e. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

E. Conditions

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this Policy is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this Policy. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

b. Cancellation Of Policy

- (1) The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- (2) We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.

- (5) If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

d. Concealment, Misrepresentation Or Fraud

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other Insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- (1) This Policy;
- (2) The property covered under this Policy;
- (3) Your interest in the property covered under this Policy; or
- (4) A claim under this Policy.

e. Consolidation – Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this Policy to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but

- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this Policy shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

f. Cooperation

You must cooperate with us in all matters pertaining to this Policy as stated in its terms and conditions.

g. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1. or A.2.) involves a violation of law, you must also notify the local law enforcement authorities;
- (2) Give us a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with us in the investigation and settlement of any claim;
- (4) Produce for our examination all pertinent records;
- (5) Submit to examination under oath at our request and give us a signed statement of your answers; and
- (6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

h. Employee Benefit Plans

The "employee benefit plans" shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**, subject to the following:

- (1) If any Plan is insured jointly with any other entity under this Policy, you or the Plan Administrator is responsible for selecting a Limit of Insurance for Insuring Agreement **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.

- (2) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

- (3) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

- (4) If two or more Plans are insured under this Policy, any payment we make for loss:

- (a) Sustained by two or more Plans; or
- (b) Of commingled "money", "securities" or "other property" of two or more Plans;

resulting directly from an "occurrence", will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those limits.

- (5) The Deductible Amount applicable to Insuring Agreement **A.1.** does not apply to loss sustained by any Plan.

i. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period shown in the Declarations and up to three years afterward.

j. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this Policy, which is "discovered" by you:

- (1) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

k. Inspections And Surveys

- (1) We have the right to:

- (a) Make inspections and surveys at any time;
- (b) Give you reports on the conditions we find; and
- (c) Recommend changes.

- (2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (a) Are safe or healthful; or
- (b) Comply with laws, regulations, codes or standards.

- (3) Paragraphs **k.(1)** and **k.(2)** apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

l. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this Policy. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- (2) If any Insured, or partner, "member", "manager", officer, director or trustee of that Insured has knowledge of any information relevant to this Policy, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this Policy or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
 - (a) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
 - (b) No later than one year from the date of that cancellation with regard to any "employee benefit plan".
- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any "employee benefit plan" for loss sustained by that Plan, shall fully release us on account of such loss.

m. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this Policy;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within two years from the date you "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

n. Liberalization

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this Policy.

o. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this Policy, our obligations are limited as follows:

(1) Primary Insurance

When this Policy is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this Policy, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph **o.(1)(a)**, we will only pay for the amount of loss that exceeds:
 - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
 - (ii) The Deductible Amount shown in the Declarations;
 whichever is greater. Our payment for loss is subject to the terms and conditions of this Policy.

(2) Excess Insurance

- (a) When this Policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this Policy.
- (b) However, if loss covered under this Policy is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

p. Ownership Of Property; Interests Covered

The property covered under this Policy is limited to property:

- (1) That you own or lease;
- (2) That is held by you in any capacity; or
- (3) For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

However, this Policy is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this Policy must be presented by you.

q. Policy Bridge – Discovery Replacing Loss Sustained

- (1) If this Policy replaces insurance that provided you with an extended period of time after cancellation in which to discover loss and which did not terminate at the time this Policy became effective:

- (a) We will not pay for any loss that occurred during the policy period of that prior insurance which is discovered by you during such extended period to discover loss, unless the amount of loss exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this Policy.
- (b) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit Of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess loss.

- (2) **Other Insurance** Condition **E.1.o.** does not apply to this condition.

r. Premiums

The first Named Insured shown in the Declarations:

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

s. Records

You must keep records of all property covered under this Policy so we can verify the amount of any loss.

t. Recoveries

- (1) Any recoveries, whether effected before or after any payment under this Policy, whether made by us or by you, shall be applied net of the expense of such recovery:
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this Policy;
 - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
 - (c) Third, to you in satisfaction of any Deductible Amount; and
 - (d) Fourth, to you in satisfaction of any loss not covered under this Policy.
- (2) Recoveries do not include any recovery:
 - (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (b) Of original "securities" after duplicates of them have been issued.

u. Territory

This Policy covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

v. Transfer Of Your Rights And Duties Under This Policy

- (1) Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
- (2) If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

w. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

x. Valuation – Settlement

The value of any loss for purposes of coverage under this Policy shall be determined as follows:

(1) Money

Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

- (a) At face value in the "money" issued by that country; or
- (b) In the United States of America dollar equivalent, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".

(2) Securities

Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (a) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (i) Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - (ii) Limit of Insurance applicable to the "securities".

(3) Property Other Than Money And Securities

- (a) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- (b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph **x.(3)(a)**:
 - (i) Until the lost or damaged property is actually repaired or replaced; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.
- (c) We will, at your option, pay for loss or damage to such property:
 - (i) In the "money" of the country in which the loss or damage was sustained; or
 - (ii) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".
- (d) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreement A.1.

a. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in Territory Condition E.1.u. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.2.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.2.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.u. does not apply to Insuring Agreement A.2.

4. Conditions Applicable To Insuring Agreements A.4. And A.5.

a. Armored Motor Vehicle Companies

Under Insuring Agreement A.5., we will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

(1) Precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

(2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.6.

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.u. does not apply to Insuring Agreement A.6.

F. Definitions

1. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".

2. "Computer system" means:

a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;

- b. Systems and applications software; and
 - c. Related communications networks;
by which "electronic data" is collected, transmitted, processed, stored or retrieved.
3. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.
4. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this Policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.
- "Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this Policy.
6. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
7. "Employee":
- a. Means:
 - (1) Any natural person:
 - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
 - (b) Whom you compensate directly by salary, wages or commissions; and
 - (c) Whom you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee", as defined in Paragraph 7.a.(1), who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
while that person is subject to your direction and control and performing services for you;
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph 7.a.(2);
 - (4) Any natural person who is:
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; or
 - (b) Your director or trustee while that person is engaged in handling "money", "securities" or "other property" of any "employee benefit plan";
 - (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained by you as a consultant while performing services for you;
 - (6) Any natural person who is a guest student or intern pursuing studies or duties;
 - (7) Any natural person employed by an entity merged or consolidated with you prior to the effective date of this Policy; and
 - (8) Any natural person who is your "manager", director or trustee while:
 - (a) Performing acts within the scope of the usual duties of an "employee"; or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

- b.** Does not mean:
Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **7.a.**
- 8.** "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
- 9.** "Financial institution" means:
- a.** With regard to Insuring Agreement **A.3.:**
 - (1)** A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
 - (2)** An insurance company.
 - b.** With regard to Insuring Agreement **A.6.:**
 - (1)** A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
 - (2)** An insurance company; or
 - (3)** A stock brokerage firm or investment company.
 - c.** Other than Insuring Agreements **A.3.** and **A.6.**, any financial institution.
- 10.** "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution" as defined in Paragraph **F.9.a.**
- 11.** "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- 12.** "Fraudulent instruction" means:
- a.** With regard to Insuring Agreement **A.6.a.(2):**
 - (1)** A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or
 - (2)** A written instruction (other than those covered under Insuring Agreement **A.2.**) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
 - b.** With regard to Insuring Agreement **A.6.b.:**
 - A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.
- 13.** "Manager" means a natural person serving in a directorial capacity for a limited liability company.
- 14.** "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager".
- 15.** "Messenger" means you, or your relative, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
- 16.** "Money" means:
- a.** Currency, coins and bank notes in current use and having a face value;
 - b.** Traveler's checks and money orders held for sale to the public; and
 - c.** In addition, includes:
 - (1)** Under Insuring Agreements **A.1.** and **A.2.**, deposits in your account at any "financial institution"; and
 - (2)** Under Insuring Agreement **A.6.**, deposits in your account at a "financial institution" as defined in Paragraph **F.9.b.**
- 17.** "Occurrence" means:
- a.** Under Insuring Agreement **A.1.:**
 - (1)** An individual act;
 - (2)** The combined total of all separate acts whether or not related; or

- (3) A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.
- b. Under Insuring Agreement A.2.:
- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both.
- c. Under all other Insuring Agreements:
- (1) An individual act or event;
- (2) The combined total of all separate acts or events whether or not related; or
- (3) A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, before such Policy Period or both.
18. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this Policy.
19. "Premises" means the interior of that portion of any building you occupy in conducting your business.
20. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
- a. Caused or threatened to cause that person bodily harm; or
- b. Committed an obviously unlawful act witnessed by that person.
21. "Safe burglary" means the unlawful taking of:
- a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
- b. A safe or vault from inside the "premises".
22. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
23. "Theft" means the unlawful taking of property to the deprivation of the Insured.
24. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
- a. By means of computer, telefacsimile, telephone or other electronic instructions; or
- b. By means of written instructions (other than those covered under Insuring Agreement A.2.) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
25. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

**CRIME AND FIDELITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION POLICY

A. Paragraph (1) of the Cancellation Of Policy Condition is replaced by the following:

(1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

(a) If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.

(b) If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (i)** 10 days from the date of mailing or delivering our notice; or
- (ii)** The effective date of cancellation stated in the first Named Insured's notice to us.

B. Paragraph (5) of the Cancellation Of Policy Condition is replaced by the following:

(5) Premium Refund

- (a)** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- (b)** If we cancel, the refund will be pro rata, except as provided in Paragraph **B.(5)(c)**.
- (c)** If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- (d)** If the first Named Insured cancels, the refund may be less than pro rata.
- (e)** The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the Cancellation Of Policy Condition:

(7) If we decide to:

- (a)** Cancel or nonrenew this policy; or
- (b)** Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or

- (c) Change any policy provision which would limit or restrict coverage;

then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured, if any, at the last mailing address known to us. Except as applicable as described in Paragraph D. below, we will mail or deliver notice at least:

- (i) 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium;
- (ii) 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- (iii) 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

- D. With respect to a policy that is written to permit an audit, the following is added to the **Cancellation** Condition:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.

2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

- E. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
 2. Fraud;
- committed by you or any other insured, at any time, and relating to coverage under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUDE FALSE PRETENSES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY (DISCOVERY FORM)
GOVERNMENT CRIME POLICY (DISCOVERY FORM)

- A. With respect to the **COMMERCIAL CRIME POLICY (DISCOVERY FORM)**, the following is added to **D. Exclusions**, paragraph 1.:

False Pretenses

Loss resulting from the transfer, payment or delivery of "money", "securities" or "other property" resulting directly or indirectly from "false pretenses", whether such transfer, payment or delivery was made in good faith or as result of trick, artifice, fraud or "false pretenses". However, this Exclusion shall not apply to **A. Insuring Agreements, 1. Employee Theft**.

- B. With respect to the **GOVERNMENT CRIME POLICY (DISCOVERY FORM)**, the following is added to **D. Exclusions**, paragraph 1.:

False Pretenses

Loss resulting from the transfer, payment or delivery of "money", "securities" or "other property" resulting directly or indirectly from "false pretenses", whether such transfer, payment or delivery was made in good faith or as result of trick, artifice, fraud or "false pretenses". However, this Exclusion shall not apply to **A. Insuring Agreements.1. Employee Theft – Per Loss Coverage** and **A. Insuring Agreements, 2. Employee Theft – Per Employee Coverage**.

- C. With respect to this endorsement, the following is added to **F. Definitions**:

1. "Client" means a natural person or entity for which you perform or performed services for a fee or under written contract while that contract is in effect.
2. "False pretenses" means the fraudulent misrepresentation of a material fact, including but not limited to social engineering, pretexting, phishing, spear phishing or any other confidence trick by a person purporting to be an "employee", "vendor" or "client", to an "employee" who is authorized by you to transfer "money", "securities" or "other property" or instruct another "employee" to transfer "money", "securities" or "other property".
3. "Vendor" means a natural person or entity that has provided goods or services to you pursuant to a written agreement or other arrangement. "Vendor" does not mean a financial institution, bank, credit union, asset manager, broker-dealer, or any other financial institution, an armored motor vehicle company or any similar entity.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUDE CYBER EXTORTION

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY (DISCOVERY FORM)
GOVERNMENT CRIME POLICY (DISCOVERY FORM)

- A. The following is added to **D. Exclusions**, paragraph 1.:

Cyber Extortion

Loss, costs and expenses based upon, arising out of, or in any way related to a “cyber extortion threat”, including but not limited to:

- (1) any “money”, “securities”, “digital currency” or “other property” transferred, paid, surrendered or delivered in response to a “cyber extortion threat”;
- (2) any costs or expenses incurred to restore or replace damaged or destroyed “electronic data” or “computer programs” stored within any “computer system” owned, leased or operated by you as a result of a “cyber extortion threat”; and
- (3) any costs or expenses incurred to restore or replace any part of a “computer system” owned, leased or operated by you when it is damaged in whole, or in part by a “cyber extortion threat”.

- B. With respect to this endorsement, the following is added to **F. Definitions**:

1. “Confidential record” means a person’s first name or first initial and last name in combination with:
 - a. Non-public personally identifiable information, as defined in applicable federal, state, local or foreign legislation or regulations including, social security number, driver’s license number or other personal identification number (including an employee identification number or student identification number);
 - b. Financial account number (including a bank account number, retirement account number or healthcare spending account number);
 - c. Credit, debit or payment card numbers;
 - d. Information related to employment by you;
 - e. Individually identifiable information considered nonpublic personal information pursuant to Title V of the Gramm-Leach Bliley Act of 1999, as amended; or

- f. Individually identifiable information considered protected health information pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended;

which is owned by you or for which you are legally liable and is intended by you to be accessible only by natural persons or entities it has specifically authorized to have such access.

2. “Cyber extortion threat” means a declaration made by a natural person that they will or have gained access to your “computer system” and intends to:
 - a. Cause you to transfer, pay or deliver any “money”, “securities”, “digital currency” or “other property” using your “computer system”;
 - b. Sell or disclose a “confidential record” to another person or to an entity;
 - c. Alter, damage or destroy your “electronic data” while stored within your “computer system”;
 - d. Alter, damage, or destroy your “electronic data” through a “malicious attack”; or
 - e. Impair or deny your Services,

Where there exists a demand for an extortion payment or a series of such payments as condition for the mitigation or removal of such “cyber extortion threat”.

3. “Digital currency” means a digital or electronic medium of exchange that is used and accepted as a means of payment, but that is not issued by, or guaranteed by, a central bank, government or public authority.
4. “Malicious attack” means:
 - a. The introduction of a computer virus or harmful code into your “computer system”; or
 - b. Damage to, destruction of, or deletion of “electronic data” or software within your “computer system” by a person who is not

authorized to access your “computer system”, or is authorized to access your “computer system” but uses such access to cause damage, destruction or deletion.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND COMPUTER AND FUNDS TRANSFER FRAUD INSURING AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY (DISCOVERY FORM)
GOVERNMENT CRIME POLICY (DISCOVERY FORM)

- A. With respect to the COMMERCIAL CRIME POLICY (DISCOVERY FORM), A. Insuring Agreements, 6. Computer and Funds Transfer Fraud, is replaced by the following:**
- 6. Computer and Funds Transfer Fraud**
- a. We will pay for:**
- (1)** Loss resulting directly from an unauthorized transfer of "money", "securities" or "other Property" by a natural person (other than an "employee") who has gained unauthorized access to your "computer system" and completes such transfer without your knowledge and consent.
 - (2)** Loss resulting directly from a "fraudulent instruction" directing your "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.
- B. With respect to the GOVERNMENT CRIME POLICY (DISCOVERY FORM), A. Insuring Agreements, 7. Computer and Funds Transfer Fraud, is replaced by the following:**
- 7. Computer and Funds Transfer Fraud**
- a. We will pay for:**
- (1)** Loss resulting directly from an unauthorized transfer of "money", "securities" or "other property" by a natural person (other than an "employee") who has gained unauthorized access to your "computer system" and completes such transfer without your knowledge and consent.
 - (2)** Loss resulting directly from a "fraudulent instruction" directing your "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.
- C. For the purposes of this endorsement, D. Exclusions, 4.a. Authorized Access, the last portion of the exclusion is replaced by the following:**
- any "computer system" owned, leased or operated by you or by a person or organization with authorized access to that "computer system".
- D. With respect to the COMMERCIAL CRIME POLICY (DISCOVERY FORM), D. Exclusions, 4.d. Fraudulent Instructions, the last portion of the exclusion is replaced by the following:**
- which instruction proves to be fraudulent, except when covered under Insuring Agreement **A.6.a.(2)**.
- E. With respect to the GOVERNMENT CRIME POLICY (DISCOVERY FORM), D. Exclusions, paragraph 4.d. Fraudulent Instructions, the last portion of the exclusion is replaced by the following:**
- Which instruction proves to be fraudulent, except when covered under Insuring Agreement **A.7.a.(2)**.
- F. With respect to the COMMERCIAL CRIME POLICY (DISCOVERY FORM), D. Exclusions, 4. Insuring Agreement A.6. does not cover:, is amended to include the following:**
- False Pretenses**
- Loss resulting from the transfer, payment or delivery of "money", "securities" or "other property" resulting directly or indirectly from "false pretenses", whether such transfer, payment or delivery was made in good faith or as result of trick, artifice, fraud or "false pretenses".
- G. With respect to the GOVERNMENT CRIME POLICY (DISCOVERY FORM), D. Exclusions, 4. Insuring Agreement A.7. does not cover:, is amended to include the following:**
- False Pretenses**
- Loss resulting from the transfer, payment or delivery of "money", "securities" or "other property" resulting directly or indirectly from "false pretenses", whether such transfer, payment or delivery was made in good faith or as result of trick, artifice, fraud or "false pretenses".

- H. With respect to the **COMMERCIAL CRIME POLICY (DISCOVERY FORM)**, **F. Definitions, 12.** "Fraudulent instruction", paragraph **b.** is deleted.
- I. With respect to the **GOVERNMENT CRIME POLICY (DISCOVERY FORM)**, **F. Definitions, 11.** "Fraudulent instruction", paragraph **b.** is deleted.
- J. For the purposes of this endorsement, **F. Definitions, 2.** "Computer system" is replaced by the following:
2. "Computer system" means a computer and all input, output, processing, storage and communication facilities and equipment which are connected to such a device and which the operating system or application software used by you are under your direct operational control. Off-line media libraries are deemed to be part of such "computer system".
- K. With respect to this endorsement, the following is added to **F. Definitions**:
1. "Client" means a natural person or entity for which you perform or performed services for a fee or under written contract while that contract is in effect.
 2. "False pretenses" means the fraudulent misrepresentation of a material fact, including but not limited to social engineering, pretexting, phishing, spear phishing or any other confidence trick by a person purporting to be an "employee", "vendor" or "client", to an "employee" who is authorized by you to transfer "money", "securities" or "other property" or instruct another "employee" to transfer "money", "securities" or "other property".
 3. "Vendor" means a natural person or entity that has provided goods or services to you pursuant to a written agreement or other arrangement. "Vendor" does not mean a financial institution, bank, credit union, asset manager, broker-dealer, or any other financial institution, an armored motor vehicle company or any similar entity.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



THE ASSURED

TRANSPORTATION GROUP INC.

**PATH ACADEMY STUDENT
TRANSPORTATION INC.**

**PATH ACADEMY STUDENT
TRANSPORTATION INC. DBA
ASSURED TRANSPORTATION
GROUP**

SERVICES CONTRACT

STUDENT TRANSPORTATION SERVICES FOR 2023-2026 AND SUCCEEDING YEARS

This agreement is effective upon execution by and between Path Academy Charter School and Path Academy Student Transportation Inc. DBA Assured Transportation Group.

1. SCOPE OF WORK AND SCHEDULE

- a. Contractor shall provide professional and related services as described in Exhibit A hereto, on the schedule set forth therein ("Services"). This contract will be to provide 7 buses at a daily rate as set forth in Exhibit B, fees. The School reserves the right to increase or decrease route assignments, and payments to the contractor shall be adjusted accordingly. Contractor is authorized to proceed upon execution of the Contract by both parties.
- b. The student transportation under this contract shall be provided in the period beginning August 8, 2023 and ending August 31, 2026. The School reserves the option to extend the contract for two (2) additional years.

2. CONTRACT PRICE

- a. School agrees to pay Contractor, in year one, payable according to Contractor's schedule of fees and reimbursable expenses specified in Exhibit B hereto. This amount shall constitute complete compensation for all cost and fees incurred, including any expenses for labor, materials, equipment, rental meals travel, and lodging. Additional services must be authorized in writing by School prior to performance.

Compensation will be paid only to the extent that Contractor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested. Contractor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

3. COMMUNICATIONS

The School's representative for this contract is Crystal M Felix-Clarke Director. All correspondence, requests, notices and other communications to School in relation to this Agreement, shall be in writing and shall be delivered to

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Path Academy
Principal &CEO
DeKalb Path Academy Charter School
3007 Hermance Drive
Brookhaven, GA 30319

To Contactor
Steve McClardy Sr CEO
Path Academy Student Transportation
Inc. DBA Assured Transportation Group
235 Etowah Trace
Fayetteville, Ga 30214

Either party may from time to time change such address by giving the other party notice of such change in accordance with the provisions of this Paragraph 3.

4. CONTRATORS'S REPORTS

Contractor shall provide reports as requested by School format proposed by Contractor and approved by School.

5. PERSONNEL

Contractor shall assign the personnel listed the contractor's submittal responses to the Request for Proposal section 3. Staff and Performance, to the performance of the Work and shall not (for so long as they remain in Contractor's employ) reassign or remove any of them without the prior written consent of School.

6. ORDER OF PRECEDENCE

In the event of a conflict between the provisions of one or more of the Contract Documents, the provisions will be interpreted so as to harmonize the conflicting provisions to the extent possible so as to give effect to each provision. If, notwithstanding the foregoing sentence, two or more provisions cannot be harmonized, the order of precedence among the conflicting provisions shall be the following:

1. Change Orders and Amendments to the Contract
2. This signed agreement between School and Contractor
3. General Conditions
4. Scope of Work
5. Fees
6. Signed and completed Form of Proposal, including attachments

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The primary purpose of this contract is the provisions of transportation for students to and from school.

The buses will be operated to service the program requirements that the School determines to be in its best interest. There are two types of programs definitions used to identify service requirements.

1. Regular To and From

- a. Students are primarily picked up and dropped off at corners. Drivers are provided either route maps or left/right directions and stop listings indicating directions of travel, time of pick up and/or drop off and a listing of assigned students for each stop. Drivers may also be provided electronic route directions for use.
- b. Type C buses are typically utilized in this program. Buses assigned one route per day average approximately five hours of serve and accrue an average of approximately 30 miles per day.
- c. The Contractor shall implement and enforce School administrative procedures applicable to this Program. The School will specify these procedures prior to the start of the school year and will modify as required throughout the contract period.
- d. The School may operate certain programs beyond the 35 week year or may operate some or all programs less the 35 weeks. The contractor shall provide such service as required.
- e. Students are generally picked up and dropped off at specific addresses. All drivers routes are color coded.

A. Primary Obligations of Contractor

For the purpose of this contact and interpretation thereof, it must be recognized that the transportation of school children is a significantly specialized functions. Students must be transported to and from school regularly, prompt, safely and without interruptions or adverse incidents. The interests of students in such transportation shall take precedence over the interest of the Contractor or its drivers. It shall be the primary obligation of the Contractor to conduct its activities so that the students will be assured of continuous and reliable service. For the protection of students, drivers an all other persons coming in contact with the students

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must be of stable personality and of sound moral character. Drivers and all other persons coming in contact with students must be able to communicate effectively orally and in writing. The School places upon the Contractor full responsibility for assuring such qualities in personnel. The Contractor shall not allow any person to drive a school bus whose moral character is not of the highest level, or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever, nor shall the Contractor allow any person drive a school bus who is not in a condition of mental and emotional stability.

B. Responsibility for Hiring and Discharging

The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest with the Contractor. The Contractor shall enter into no contract or arrangement with any employee, person, group or organization, which will in any interfere with the Contractor's ability to comply with this requirement.

C. Time of the Essence

Time is of the essence in the performance of the Contactor's obligation hereunder. Failure to meet the deadlines specified herein may be treated by the Schools as a material breach of contract. Where deadlines for performance of Contractor's obligations are specified with reference to the 2023-2026 year, the same deadlines will apply in each succeeding year unless otherwise noted.

D. Equipment and Facilities

1. **Bus Specifications.** The Contractor shall provide written list of presently owned buses or a letter from a manufacturer at time proposal is submitted (and by May 15 in each succeeding year), assuring that buses will be available for School facilities by August 08, 2023. The total number of buses will be specified on the proposal pages.
2. **Conditions and Maintenance.** The Contractor shall at all times maintain all school buses and other equipment used to provide student transportation service in safe and functional condition and in strict accordance with State and Federal specifications and School required standards for school buses. Such equipment shall be maintained in good mechanical and operating order at all ties, sass to successfully pass required bus inspections. The buses shall be kept clean and free of body damage including minor dents and paint scrapes of a cosmetic nature, and all repairs are to be made within 15 days of occurrence. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance.

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3. Bus Inspections. All buses shall be inspected at least twice during the school year by the Georgia State Patrol in accordance with prescribed State regulations. The Contractor shall correct all discrepancies within two weeks and notify the School in writing of the same.
4. Spare Buses. A spare bus is defined as a vehicle available for replacement of a regular service bus for reasons of breakdown, maintenance, emergency, etc. The Contractor shall maintain a minimum of 10 percent spare bus inventory in each class size.
5. Standby Buses. Contractors shall provide and assign to the School (1) field standby bus and Driver. The buses and drivers are to respond to emergency services (breakdowns, accidents, lost drivers).
6. Floater Bus. The School may choose to assign additional emergency service buses and drivers beyond the standby requirement. If the School chooses to utilize floater buses these units will be assigned a control number and work hours and will be 100% paid for by the School. However if the contractor uses the floater to cover another control numbers work due to a non-emergency need such as a shortage of driver's in those instances the School will be credited the rate for each occurrence.
7. Bus Storage Facilities. Contractor will be required to provide bus storage facilities as follows. The Contractor shall identify, in writing the location of the site (or sites) for bus yards at time of proposal submissions. The Contractor shall furnish by August 8, 2022 a copy of the actual site lease or proof of site purchase. The storage facility (ies) shall be located no further than 5 miles outside the confines of the School.
8. School Inspections. At any time during the contract period, the School reserves the right to inspect any and all buses, the facilities for maintaining the buses and the operational procedures utilized by the Contractor.
9. License Requirements. The Contractor shall use county exempt license plates, and the proposal will be based on their cost, on all vehicles transporting students. In the event that vehicles are to be utilized in other types of service, the Contractor at its own cost will purchase the necessary licenses and permits in compliance with State, county and city laws and the county exempt plates shall be removed from the bus and forward to the School Transportation Office for retention. Upon termination of the contract, all tax-exempt license plates shall be returned to the School's Transportation Office.
10. Service Modifications. The School retains the option of modifying the scope of work in this contract to meet its requirements. Such modifications may result in increased or decreased equipment demands.

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11. Bus Radios. The Contactor shall provide two-way narrow band frequency radios for all buses. The School shall monitor radio procedures and retain supervisory control of radio procedures. Contractor communications dispatchers will be located in the Schools Operations control Center. For this purpose, the Contractor shall provide one additional dispatch if their awarded fleet exceeds 7 buses.
12. GPS. The School requires all buses to be equipped with a GPS tracking system with the capability to compare actual ran rout to plan.
13. The School has high interest in buses being be equipped with a dashboard mounted GPS routing tablet.
14. Route Signs. All routes will be color coded by the School.
15. On board Video. The contractor shall provide School approved digital video recording systems in 100% allocated fleet including buses used as spares the system must be a digital format minimum three camera system with a minimum 250 GB removable media cartridge hard drive. The Contractor will ensure the video system is calibrated and maintained to be in proper working order at all times. The contractor will provide the School the video hardrive within 24 hours of a request. The Contractor will maintain a surplus of video hardrives to install whenever the School makes a request to view an existing video hardrive.

E. Personnel and Driver Requirements.

1. Facilities Manager: The Contractor shall at all times have assigned to its facilities a designated manager who shall have the authority to act in behalf of the Contractor. An organizational chart, identifying the duties and responsibilities of sufficient numbers of personnel employed to effectively implement and operate the Transportation program shall be submitted at the time of the proposal.
2. Implementation. The Contractor shall have drivers and all other personnel hired and trained to implement transportation by August 8, 2023.
3. Minimum Operational Personnel Requirements. Operational personnel are defined as those individuals directly involved in the control, supervision, and investigation of daily bus operations and procedures. The extent and regional coverage of the School's transportation needs requires certain personnel availability to assure the safety and success of these functions. A minimum of following personnel shall be maintained for the indicated number of vehicles in daily operations. Job descriptions of each position must be included with the proposal.

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Personnel on Site	RJ Wilson and Steve McClardy	
Operation Manager	Steve McClardy Sr	
Maintenance Tech	Steve McClardy Jr	
Field Tech	Tim Kimble	

F. Driver Certifications.

- a. The Contractor shall allow only trained and competent drivers who satisfy all the requirements for "School Bus Driver Certifications".
- b. Lift Bus Certification: If a firm is awarded any lift bus routes, all drivers and cover/standby drivers assigned to drive a lift bus must complete an annual lift bus certification –training program.
- c. Additional First Aid Training: Many students now have "Medical Alert profiles". Each driver's notebook will contain a section to store this information and there will be a special statement next to the student name on the bus roster to advise the driver that a special alert exists for this student. Many of these students will be on special needs vehicles, however some will be on regular school bus runs and field trips.

All drivers need to be trained to review their route tablets, notebooks and rosters, and review the medical information. In addition there will be requirements for individual drivers to attend special briefings on an individual student needs. Additionally some drivers will be required to receive training in the use of Epinephrine Auto-Injectors. The training and certification of completion of the training will be provided by the School.

16. Driver Background. Will be conducted by the Contractor.

17. I.D. Badges. All drivers will be required to wear identification badges, which include their picture and name. I.D. badges will be the responsibility of the Contractor.

18. Driver Responsibilities. The driver will be responsible for the supervision of students while on the bus. Drivers must ensure that students adhere to School rules and regulations of conduct, and shall report cases of student misbehavior to the receiving School. The Principal or Logistics Director have the final authority in determine the suspension of a student's riding entitlement. Drivers may not eject a student from a school bus. Should unmanageable student's behavior occur end route, the driver shall pull off the road and try to control the situation. If necessary, the driver shall call the School Operations Control Center for assistance and authorization to proceed to the nearest school for assistance by the building administrator.

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All drivers and operational staff are to be trained to follow and administer the policies and procedures outlined in the Schools "Student Management on Buses" programs.

19. Driver Experience. In the interest of student safety and management efficiency, the Contractor shall require to meet the following driver experience requirements: At least 50 percent of the full-time bus drivers hired by the Contractor for work under this contract will have a minimum of six months experience as school bus drivers. A driver is "full-time" under this contract if he/she performs 20 hours per week of work under the contract.

The contractor shall report in writing to the School on October 1st and February 1st of each school year on its compliance with this experience requirement.

20. Regular Driver. Experience has or proven that a regular driver minimizes operational and student management problems. The Contractor shall provide a regularly assigned drive to each route. Drivers may be transferred between routes whenever the best interest of the School, driver or student may be serviced. The School may request that appropriate action be taken regarding driver assignments in the event of legitimate concerns for driver performance or characteristics; however, determination of appropriate action rests with the contractor who shall be obligated to deal responsibly and responsively to such School requests. Whenever a change of driver occurs on one route, for whatever reason, the new driver will conduct a dry run of that route prior to commencement at no cost to the School.

21. Route Directions. The Contractor agrees not to deviate from the schedule and routes prepared by the School Transportation Office. Any deviation will be at the sole expense and liability of Contractor. The Contractor shall ensure that each driver will have an updated route map and/or left/right directions and current student listing prior to making any run.

22. Driver Uniform. Drivers are viewed by the public as an extension of the School. Drivers shall maintain a professional appearance and the Contractor shall adopt a standard uniform jacket and name tags required to be worn by drivers while on duty, beginning no later than 15 days after employment,

23. Monthly Personnel Reports. The Contractor shall submit monthly a personnel status report indicating the following:

- a. Daily driver assignment report-This an on-line report and the Contractor must submit information daily per School procedures.
- b. Personnel Attrition Report- The first report will be submitted on the first working day of August each year. This will be considered the base report for the coming school year

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GROUP**

included in this August report will be recruitment and training plan showing how the Contractor will meet the driver requirements for dry run day.

24. Driver Evaluation. Driver trainers shall ride with every driver at least once each semester to observe and evaluate driving practices with respect to safety, mechanical operations and conformance with applicable laws rules and regulations and adherence to specified route schedules and methods of students management. In addition, the School may at any time. Have a representative ride with any driver of the Contractor for the purpose of observation to assure compliance with the terms and conditions of this contract. The Contractor shall provide the School with a monthly summary of driver evaluation conducted during the previous month with attached copies of evaluation reports.
25. Substitutes. Persons who may be employed as substitute drivers shall fully comply with all requirements pertaining drivers. They must have a minimum of three months school bus driving experience and shall pass the geographic test provided by the School. Substitute drivers include "cover," "on-call", "standby" and those drivers not assigned regular routes but who drives as backup when needed.
26. Assignment of Substitute Drivers. Whenever a regular driver is off on a planned absence or for sick leave of more than two days, to the extent possible, the same substitute driver shall be used for the entire absence of the regular driver.
27. Newly Trained Drivers. Contractor will provide the School 24 hours advance notice of the first time assignment of new driver to School work. The notice will include the control number and copy of a Dry run Report for the assigned control number. All new hires will be assigned an open control number for a minimum period of three months. This will allow a driver the opportunity to become familiar with School student transportation and reduce the potential for the types of problems occurring that typically occur with new drivers.
28. Customer Service Training. The Contractor agrees that driver Amy be required to participate in customer service course of instruction. The School will furnish instructor and facilities. The School will specify the date and designate the drivers required to participate. The Contractor will submit a claim voucher for reimbursement upon completion of the course. Compensation will be at the driver's hourly wage rate.

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29. Safety Assurance Plan. The Contractor shall develop and maintain a Safety Assurance Plan. The Safety Assurance Plan and Action Plan will be updated annually and submitted to the School for approval before the start of school year.

30. Safety Tainting. As part of Safety Assurance Plan, the Contractor shall provide driver safety training. The training shall consist of a minimum of one two-hour session per semester with maximum number of 3 drivers participating in each orientation. Drivers failing to attend are too eligible to drive School routes. Roster of participants will be submitted to the School within five working days after each sessions.

31. Retention of Employees under Prior Contract

1. The Contractor agrees to offer employment to all school bus drivers who had been employed to provide these series to the School under the prior contract, and, as of the end of the 2023-2024 school year had been so employed for a period of not less than 90 days, unless the Contractor has reasonable cause to refuse to make such an offer to one or more particular employees. The hiring procedures and requirements imposed by the Contractor shall not be substantively more stringent than those employed by the Contractor under the School contract for 2023-2024 or if the Contractor did not have the a contract with the School for the 2023-2024 school year, the hiring procedures and requirements shall not be substantively more stringent than those generally applied by the Contractor in similar operations for other school districts. Any such offers to school bus drivers who had been employed to provide services under a contract for the 2023-2024 school year shall be for an hourly rate not less than the hourly rate paid to the particular employee involved under the prior contract and shall be held open by the Contractor for a period of not less than 30 days. All such employees shall be trained for a period of at least 90 days after the start of the 2023-2024 school year, absent reasonable cause for termination.

2. Driver turnover rates

The School places a high priority in the retention of an experienced driving force. The School understand that school bus driving is considered part-time employment and

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GROUP**

therefore retaining qualified drivers requires constant innovations. Each firm shall submit as part of its proposal the steps that it shall take to ensure that it is able to minimize driver turnover, hire and retain qualified drivers, retain the experienced work force currently driving our students, including senior drivers, and offer adequate and ongoing training to the workforce. Such proposal may include an incentive plan for drivers with monetary and/or non-monetary incentives. Adherence to such plan shall be a requirement of this contract. The School favors Contractors having non-compete agreements with newly hired drivers that received training and CDL license at the expense of the Contractor if allowable under their CBA.

32. Compliance with Labor Laws. Contractor agree to comply with all applicable labor laws and regulations as they pertain to organizational activities and the like. Drivers must know that they have an unencumbered right to discuss organizational activities without fear of employer retaliation. In particular, each Contractor is responsible to comply with its obligation under the National Labor Relations Act with respect to driver's discussing concerning their rights to organize.

G. Operations.

1. Stop Times and Locations. The School will have sole authority to direct the routes, times and locations of pickup and delivery. The School shall furnish the Contractor with a list of the school days by program for which the transportation service is to be furnished with the understanding that the number and days shall vary depending on the program. A school calendar will be provided to the contractor. In the event of changes in the school calendar the School will provide an amended calendar as soon as practicable.
2. Delivery. No student will be delivered to school earlier than one-half hour or no later than ten minutes prior to the beginning of class sessions. The School prior to the opening day of school will submit school start/dismissal times to the Contractor. In the event of changes in start/dismissal times the School will provide amended schedules as soon as practicable.
3. Special Program Notifications. The School will inform parents of various programs, e.g., Special Education, Head Start, etc., that the School will report to the Contractor any Student who is not to be picked up or who is to be resumed.
4. Load Adjustments. The School will monitor all routes and loads assigned to each bus and the Contractor shall adjust routes and loads as directed by the School's Transportation Office.

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GROUP**

5. Additional Activity Services. The Contractor shall provide additional bus service for extended day activities, noon, runs, varied school start/dismissal times, and other activities as required by the School Transportation Office.
6. Other Authorized Services. The Contractor shall permit adults or other approved visitors to ride the buses only when authorized by the School Transportation Manager. Family members of drivers, including children (unless child is assigned to that route) are not permitted on the school buses during the time the bus is operating under this contract, this includes deadheading time. Exceptions may be requested in advance for special events, such as bring your child to work day, or other emergencies, all must be approved in advance by the Transportation Manager.
7. Intervention Associates. The School may assign Intervention Associates to routes. The role of the Intervention Associates will be to work with the bus driver, students and school officials to ensure safe and orderly bus ride.
8. Incident Reports. The Contractor will provide the School's Transportation office with written incidents reports of disciplinary and health problems that may arise during scheduled School service. The Contractor shall notify the School immediately of any vehicle accident where students are involved, or of any situation that constitutes a safety hazard to students. The Contractor will bear full responsibility for any issues resulting from student being dropped off at an unsigned stop.
9. Accident Reports. The Contractor will immediately notify the School if any accident. The Contractor shall forward within 24 hours of each accident wherein an injury is sustained a written report describing all details of such accident. All other accident reports will be submitted by the tenth of each month for the preceding month. Prior to the start of school, the Contractor shall provide the School's Transportation Office with a copy of its Standard Operating procedures for responding to accidents.
10. Emergency Exit Drills. Emergency exit drills shall be held each school semester except head start routes will have two drills in the first semester. If unexpected problems develop, a make-up drill shall schedule as soon as possible. Emergency drill reports shall be submitted as directed by the Schools Transportation Office.
11. Notification of Delays. The Contractor shall immediately notify the School Operations Center of all service delays at sign out and all bus breakdowns. This will allow the School's Operation Control Center to inform parents of delays.

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12. Dry Run. A rehearsal day (Dry Run Day) will be conducted approximately one week prior to opening day of school (the exact date to be announced by the School). All routes will be operated as though it were the first day of school. Orientation will be conducted during the same day for all drivers at sites and times designated by the School. It is critical that all drivers have the opportunity to meet with the school staff prior to the opening of school. The contractor will submit a claim voucher for reimbursement upon conclusion of the rehearsal run and orientation at the driver's hourly wage rate.

H. Billing Procedures

The Contractor shall submit a base billing to the Schools Accounting Department every 10 days.

1. First bill will be charged 18 days in advance at the rate of 850.00per day

\$850.00 per day x 7 buses

\$59,500.00

X18 days=

\$107,100 Due at the signing of the Contract.

2. Second billing cycle will be September 1, for 10 days

\$850.00 per day times 7 buses = \$5950 x 10 days =

\$59,500.00 due September 15, 2023

3. Third billing cycle will be September 15th for 10 days

\$850.00 per day times 7 buses = \$5950.00 x 10 days =

\$59,500 due September 29, 2023

The billing cycle will consist of every 10 days.

SERVICES CONTRACT
STUDENT TRANSPORTATION SERVICES FOR 2023-2026 AND SUCCEEDING YEAR

Cost is based on a daily flat rate that consist of 3.5 hours in the morning and 3.5 hours in the evening.

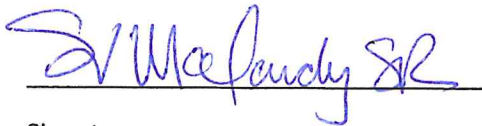
The Number of buses to be made available are: 7 C Buses
To and From School Transportation

Number Required	Basic Daily Rate	School Year 2023-2024
7 buses	\$850.00 per bus	\$1,041,250.00
		School Year 2024-2025
7 buses	\$950.00 per bus	\$1,163,750
		School Year 2025-2026
7 buses	\$1100.00 per bus	\$1,347,500.00

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GROUP**

Contractor:

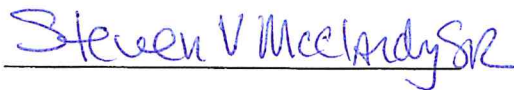
Path Academy Charter Schools



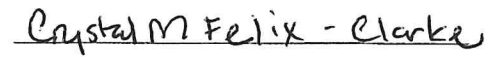
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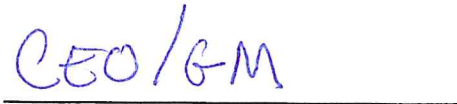
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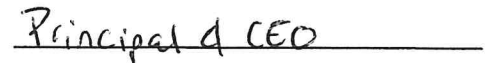
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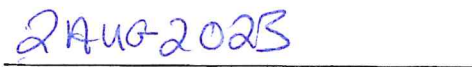
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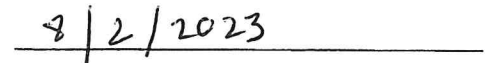
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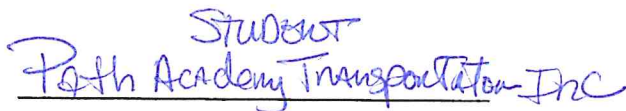
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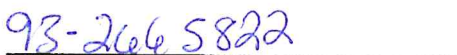
Date Signed



Date Signed



Company Name



Employer I.D. No. or Social Security

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Contractor:

Michael L Baker

Signature

Michael L Baker

Print Name (Above)

Title

Aug 2-2023

Date Signed

MLB

Company Name

456-98-3332

Employer I.D. No. or Social Security

DeKalb PATH Academy SCHOOL NUTRITION PROGRAMRENEWAL CONTRACT FOR IFB/RFP # PE-55319 YEAR 2024-2025ORIGINAL CONTRACT DATE: 01/03/2024

YEAR OF RENEWAL (CHECK)

☒ 1 ☐ 2 ☐ 3 ☐ 4

The DeKalb PATH Academy School Nutrition Program would like to present this renewal opportunity to the current vendor, Lunch N Things LLC, based on contractor performance. The undersigned parties mutually agree to renew for a period of one year to begin on 8/5/2024 and end on 5/30/2025. All terms and conditions of the contract, as amended herein, shall remain in full force and effect for the duration of this renewal.

TENTATIVE CHANGE(S): (TO BE COMPLETED BY VENDOR AND PROVIDE ATTACHED PRICE/SPEC SHEET WITH NOTED CHANGE(S))

The tentative change(s) for Year 24-25 is based on the (provide Consumer Index/provision change(s) is based on as justification):

increase in cost of goods

SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have executed this renewal contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

SCHOOL FOOD AUTHORITY (SFA)Name of Representative: Cristal M Felix-ClarkeTitle: Principal & CEO

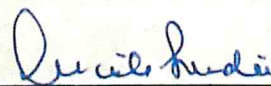
Signature of Authorized Representative:



SFA County/City Name:

DeKalbAddress: 3007 Hermance Dr. NEPhone Number: 404 862 - 3242E-Mail Address: cmfelix.clarke@pathacademy.orgDate: 7/15/2024**VENDOR**Name of Representative: Nicole LundieTitle: owner

Signature of Authorized Representative:



Vendor Name:

Lunch N Things LLC

Address: _____

Phone Number: _____

E-Mail Address: lunchnthings@gmail.comDate: 07/09/2024

Food Service Management Company Name	Current Prices SY'24	Percentage of increase based on the CPI	Prices for SY'25
Lunch N Things LLC	Breakfast- \$2.50 Lunch-\$3.80 Snack- \$1.55 Ala Carte-	4% 4% 4%	Breakfast- \$2.60 Lunch- \$3.95 Snack- \$1.60 Ala Carte-

Exhibit 18 - DCSD Assurances and Required Statements

Georgia law, State Board of Education Rule, and DeKalb County School District (hereinafter “DCSD”) policy require your school to provide assurances that it will meet specific requirements and comply with applicable laws. This assurances form enumerates these requirements and, when you submit the signed signature sheet with this assurances form as part of your charter school application package, you are providing the legal assurance that your charter school understands and will comply with these requirements. This form must be signed by the school’s governing board chair.

As the authorized representative of the applicant, I hereby certify that the information submitted in this application for a charter school located in DeKalb County is true to the best of my knowledge and belief.

The Charter School agrees to comply with and adhere to the Georgia Department of Education’s Assurances as well as DCSD’s Assurances as follows:

Governance

1. The Charter School shall be subject to the control and management of the DeKalb Board of Education, as provided in the charter and in a manner consistent with the Constitution.
2. Charter School Board members (hereinafter the “Board”) will not constitute a voting majority on any other public or private school board. Board member services shall be voluntary and each board member shall be fully insured with appropriate and approved Directors & Officers Liability Coverage. The Charter School acknowledges that the potential exists for Board members to be sued in their official and/or personal capacity, which means that the financial protection for liability payments and/or defense costs will only be through the Directors & Officers Liability Coverage unless the Charter School also opts to purchase a bond for its Board members. The District recommends that the Charter School also purchase a bond in addition to providing Directors & Officers Liability Coverage to ensure that all Board Members are fully protected from financial hardship and liability and to prevent any potential gap in coverage.
3. No member of the Board shall sell, lease, or receive payment for providing textbooks, supplies, services, equipment, facilities, or land to a Charter School or other public school in DCSD. Nor will the Board members receive payment for services as Board members.
4. The recruitment of students is the responsibility of the Charter School. During the recruitment process, the Charter School will provide parents of potential students with accurate information about the programs, services and amenities available at the school. The Charter School shall make an electronic copy of the complete Charter School petition and contract available on its website.
5. The Charter School agrees to sign an updated version of this Letter of Assurances, if needed during the charter term, to ensure compliance with federal or state law or rule and/or DCSD policy, regulations, and/or guidelines.

Financial

1. DCSD shall fund the charter school pursuant to the funding formula provided by O.C.G.A. § 20-2-2068.1 and applicable State Board rules.

2. According to State Board Rule 160-4-9-.05, the per-pupil funding amounts listed in § 15(c) of the Charter represent DCSD's good-faith estimate of the base per-pupil amount at which it will fund the Charter School as long as the school system receives the state and local revenues upon which the approved school budget is based. The actual amount of per-pupil funding DCSD will provide to the charter school is subject to change in a given fiscal year based on fluctuations in enrollment and state and local revenues, and shall be derived from the funding formula provided by O.C.G.A. § 20-2- 2068.1.
3. The Charter School agrees to maintain enrollment less than or equal to the maximum enrollment identified in the charter contract. Only upon annual approval from the DeKalb Board of Education and the Georgia Department of Education by April 1st of the preceding year may the Charter School exceed its maximum enrollment levels by no more than 15% of the enrollment identified in the charter contract.
4. The Charter School is subject to periodic audits by DCSD's Internal Audits Department.
5. The Charter School will be responsible for providing various financial reports to the DCSD Internal Audits Department, DCSD School Innovation Department, and DeKalb Board of Education. The reports include but are not limited to the following: Cash Flow Statement, Balance Sheet, Statement of Expenditures vs. Budget, Statement of Revenue vs. Expenditures, Quarterly Statements, and End-of-Year Statements (showing encumbrances through June 30).
6. Any qualified audit findings, or non-conformity with generally accepted governmental accounting standards, may result in termination of the charter after review by the DCSD Finance Department.
7. Any deficit occurring during or at the end of a fiscal year shall be eliminated by funds to be provided by the Charter School. The Charter School shall not request any additional funds from the DCSD to cover any deficit created by the Charter School and the DCSD shall not allocate funds for the Charter School for the next fiscal year until the deficit has been resolved satisfactorily.
8. The Charter School is solely responsible for all debts incurred by the Charter School and its governing body, and the DCSD shall not be contractually bound to the Charter School or to any third party with whom the Charter School has a contract or from whom the Charter School has purchased goods or services, except as otherwise agreed in the charter contract.
9. If the Charter School wishes to enter into an agreement to borrow funds in which the repayment period exceeds the current fiscal year, the Charter School must notify DCSD one month prior to entering the agreement for review and consideration and provide an amended budget reflecting the loan and repayment period that has been previously approved by the Charter School governing board. To enter into a significant long-term debt, the Charter School must be in its second (or subsequent) charter term and be in good standing with DCSD and the GADOE.
10. The Charter School will provide evidence that it has obtained appropriate insurance of the governing board and administrators by August 1st of its first year of operation. In the event the Charter School ceases operation for any reason, the Charter School and its governing body shall be responsible for closing out the business affairs of the Charter School. The Charter School shall cooperate with the DCSD to the extent necessary to provide an orderly return of the students to the appropriate schools for which they are zoned. At the time a Charter School ceases operations any furniture and equipment purchased with state or local funds shall be delivered to DCSD.

11. If the Charter School plans to cease operation or is notified that the contract will not be renewed, the school will notify the DCSD Office of School Innovation within 48 hours with the name and contact information for the person responsible for the closing procedures.
12. Upon notification of termination or non-renewal of the Charter in accordance with Sections 24 or 26 of the Charter Contract, the Charter School shall allow DCSD to place a full-time DCSD employee at the Charter School to monitor all school operations and to monitor and access records of the Charter School's expenditures and proposed spending of remaining public funds. The District will designate a receivership under the DCSD's Internal Audits Department to ensure full transparency of closing procedures. Unless an emergency closure is necessary, the Charter School will ensure that a transition plan is developed, approved by DCSD, and the Charter School will close at the end of the fiscal year in which it is operating, per state law.
13. Within thirty (30) days after termination of the charter for a local Charter School, all public surplus shall be returned to DCSD. Upon termination of the charter for a local charter school, all assets of the terminated charter school purchased using state or federal grant funds, and all unencumbered state or federal grant funds awarded by the State Board of Education, shall revert to the local district and shall not be used by the school or its nonprofit governing board to satisfy liabilities.
14. The Charter School shall submit a financial audit for the final year of operation, prepared by an independent Georgia-licensed certified public accountant within thirty (30) days of ceasing operations. This audit shall include a detailed inventory of all assets. Further, should the Charter School not have sufficient funds to pay all of its bills, invoices, or other evidence of indebtedness at the time it ceases operation, DCSD shall not be responsible for any debts incurred or contracts signed by the Charter School.

Performance Evaluation

1. The Charter School will be assessed using DCSD's effective school framework. The formal data sharing agreement with Research/Data/Evaluation to provide the District with MAP and/or other assessment data when Georgia Milestones data is unavailable shall be maintained.
2. The Charter School will ensure that all data required for evaluating performance is complete, accurate, and submitted in a timely manner.

Student Support Services

1. The Charter School will provide services to Students with Disabilities and English Language Learners in the same manner as traditional schools in DCSD. The Charter School shall follow DCSD's Exceptional Education Service Guidelines for DCSD Charter Schools (Including Special Education And Hospital Homebound). Additionally, the Charter School will provide supplemental education services and remediation in required cases in the same manner as traditional schools in DCSD. The Charter School will establish a Student Support Team (SST) in accordance with state guidelines and DCSD board policies manual and comply with Section 504 by providing appropriate accommodations.
2. The Charter School will notify the DCSD upon receipt of a formal complaint or due process hearing request made by a parent/guardian or student concerning the Individuals with Disabilities in Education Act or 504 Plan, furnish a copy of such complaint and cooperate fully in the investigation, defense and resolution of such complaint.

3. The Charter School will use DCSD forms for Section 504, special education, counseling services, psychological services, social services, SST, and health services.
4. The Charter School will hire or contract Special Education teacher(s), a licensed school counselor, a licensed certified school psychologist or a licensed clinical psychologist, a licensed school social worker, a school nurse, and special education paraprofessionals, to provide services to eligible students in accordance with State and federal guidelines.
5. The Charter School may choose to adopt the DCSD Student Code of Conduct, may modify the DCSD Code of Conduct, or use its own Code of Student Conduct but must still comply with federal and state due process procedures. An electronic copy of the Charter School's Student Code of Conduct will be published on the Charter School's website by August 1st of each school year. The Charter School will handle all discipline issues regarding students with disabilities in accordance with federal regulations, state guidelines, and DCSD policies.

Personnel

1. The Charter School is responsible for the hiring of all personnel required to implement the contract. The Charter School's hiring decisions may not cause the District to fail to meet federal comparability standards. The District will inform the Charter School no later than the October Date Certain of each year if the Charter School's staffing practices need to be adjusted to meet federal comparability. Failure to follow District guidance may result in a federal fine.
2. No administrator will be directly responsible for the hiring, supervision or evaluation of a member of his/her immediate family.
3. The Charter School shall submit the Certified Personnel Index (CPI) data to the DCSD's Human Resources Department per District established deadlines and other times upon request by Human Resources personnel.
4. The faculty, instructional staff and all other personnel necessary for the operation of the Charter School shall be employees of the Charter School. Employees will meet GAPSC requirements for working at Charter Schools.

Facilities

1. Prior to students occupying any facilities and/or the Charter School committing to any certificate of lease or ownership, the Charter School shall obtain proper approval for any sites and/or facilities from DCSD and the Georgia Department of Education's Facilities Services Division.
2. The Charter School will prepare a safety plan and submit that plan and its approval from the Georgia Emergency Management Agency to the District prior to the start of school annually.

School Nutrition & Transportation

1. If the Charter School elects to participate in the National School Breakfast and Lunch Program, the Charter School will submit its own application to the GADOE if required and will be

responsible for accurately counting meals and submitting financial reimbursement claims to the GADOE for meals meeting specified nutrient standards.

2. The Charter School agrees to provide DCSD with transportation safety documentation, if any, as required by the GADOE no later than June 1 for the pending school year and adhere to DCSD's Transportation Standard Operating Procedures, if DCSD school buses are used.
3. The Charter School's transportation program will comply with applicable law and any vehicles or drivers used for transporting students will meet the same safety standards applicable to public schools in this State.
4. The Charter School will adhere to DCSD's Transportation Standard Operating Procedures, if DCSD school buses are used.

Public Safety

In accordance with DeKalb Board of Education Policy IBB-R(2), this letter of assurances serves as notification of the charter school administration's and Governing Board's intention to contact the DeKalb County School District Department of Public Safety to respond to any intruder/suspicious person(s), student disruption, bomb threat, drug issue, violence or other acts that threaten the safety of students, staff, and authorized visitors at the charter school.

Administrative

1. The Charter School's leader will be provided a District email address, identify a business email and voicemail for correspondence with the DCSD, and make good faith efforts to respond to all DCSD inquiries within one business day. Representatives from the Charter School will attend any workshop, in-services, and/or training and other meeting(s) as required by DCSD. The Charter School shall complete annual reports and surveys, as mandated by DCSD.
2. Pursuant to SBOE Rule 160-4-9-.05, the Charter School shall provide an annual report to the Georgia Department of Education, the DeKalb Board of Education, and parents and guardians of students enrolled in the school by November 1 of each year, in accordance with O.C.G.A. § 20-2-2067.1(c). The annual report shall conform to the template provided by GADOE.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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


Date



DeKalb PATH does not have 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



OGLETHORPE

UNIVERSITY

Lease Extension Agreement

This lease extension agreement ("Agreement") is made this ____ day of January 2018, by and between Oglethorpe University, Inc., a Georgia non-profit corporation ("Oglethorpe"), and DeKalb PATH Academy, Inc., a Georgia non-profit corporation ("PATH").

PATH now leases from Oglethorpe a school building and grounds located at 3007 Hermance Drive, N.E. at the southeast corner of Oglethorpe's campus pursuant to a commercial lease dated May 5, 2003 ("Lease") and a lease extension agreement dated December 9, 2012. At the leased facilities, PATH operates a public, high-quality charter school granted by and with funding provided by the DeKalb County School System.

NOW, THEREFORE, in consideration of the foregoing and of their respective agreements and undertakings herein, and of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Oglethorpe and PATH agree as follows:

1. Extension Period. To extend the Lease from July 1, 2018 through June 30, 2025.
2. Rent. The rent during the first 12 months of the Extension Period will be \$10,786.13 per month. For every 12-month period thereafter during the Extension Period the rent will increase by 3% per period, or \$11,109.71 per month in year two, \$11,443.00 per month in year three, \$11,786.29 per month in year four, \$12,139.88 per month in year five, \$12,504.08 per month in year six, and \$12,879.20 per month in year seven.
3. PATH shall give notice to Oglethorpe as to its intentions to renew the Lease no later than six months prior to the end of the Extension Period.
4. Either Oglethorpe or PATH may terminate the Lease without cause during the Extension Period by providing the other party advance notice of at least 18 months.
5. All other terms of the Lease shall be applicable and consistent during the Extension Period.

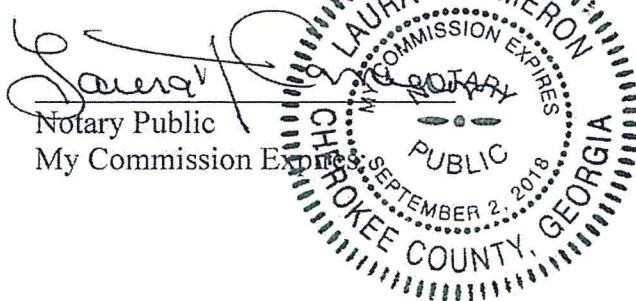
IN WITNESS WHEREOF, Oglethorpe and PATH, acting by and through their duly-authorized officers, have caused this Lease Extension Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered this 22 day
January 2018, in the presence of:

LESSEE:
DeKalb PATH Academy, Inc.

R. Hobbs
Unofficial Witness

By: [Signature]
Printed name/title: PATH Academy Board Member



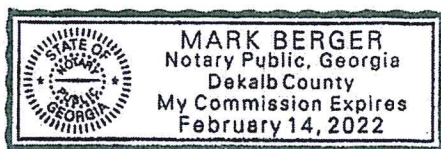
Signed, sealed and delivered this 28 day
February of January 2018, in the presence of:

LESSOR:
Oglethorpe University, Inc.

Colleen Donaldson
Unofficial Witness

By: [Signature]
Lawrence M. Schall, President

[Signature]
Notary Public
My Commission Expires:





OGLETHORPE

UNIVERSITY

Third Lease Extension Agreement

This lease extension agreement ("Agreement") is made this ____ day of October 2024, by and between Oglethorpe University, Inc., a Georgia non-profit corporation ("Oglethorpe"), and DeKalb PATH Academy, Inc., a Georgia non-profit corporation ("PATH").

PATH now leases from Oglethorpe a school building and grounds located at 3007 Hermance Drive, N.E. at the southeast corner of Oglethorpe's campus pursuant to a commercial lease dated May 5, 2003 ("Lease"), a first lease extension agreement dated December 9, 2012 and second lease extension agreement dated January 2018. At the leased facilities, PATH operates a public, high-quality charter school granted by and with funding provided by the DeKalb County School System.

NOW, THEREFORE, in consideration of the foregoing and of their respective agreements and undertakings herein, and of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Oglethorpe and PATH agree as follows:

1. Extension Period. To extend the Lease from July 1, 2025 through June 30, 2027.
2. Rent. The rent during the first 12 months of the Extension Period will be \$13,265.58 per month. Rent for the second 12 months of the Extension Period will be \$13,663.54. These figures represent an annual increase by 3%.
3. PATH shall give notice to Oglethorpe as to its intentions to renew the Lease no later than six months prior to the end of the Extension Period.
4. Either Oglethorpe or PATH may terminate the Lease without cause during the Extension Period by providing the other party advance notice of at least 18 months.
5. All other terms of the Lease shall be applicable and consistent during the Extension Period.

IN WITNESS WHEREOF, Oglethorpe and PATH, acting by and through their duly-authorized officers, have caused this Third Lease Extension Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered this ____ day LESSEE:
October 2024, in the presence of: DeKalb PATH Academy, Inc.

Unofficial Witness By: _____
 Printed name/title:

Notary Public
My Commission Expires:

Signed, sealed and delivered this ____ day LESSOR:
of October 2024, in the presence of: Oglethorpe University, Inc.

Unofficial Witness By: _____
 Peter D. Stobie, SVP CFO & COO

Notary Public
My Commission Expires:

C E R T I F I C A T E O F O C C U P A N C Y

DEKALB COUNTY, GEORGIA

DEPARTMENT OF PUBLIC WORKS - DEVELOPMENT

BUILDING PERMIT: 98090346

ADDRESS: 3907 HERMANDE DR
CITY: ATLANTA

STATE: GEORGIA

MAP: 18 273 01 002
SUITE/UNIT: 96KIND
ZIP: 30319

TYPE OCCUPANCY: SCHOOL

TYPE CONSTRUCTION:

THIS CERTIFIES THAT ALL FINAL INSPECTIONS HAVE BEEN COMPLETED AND PERMISSION IS HEREBY GRANTED TO OCCUPY THE STRUCTURE OR SUITE/UNIT AT THE ABOVE ADDRESS. OCCUPANCY SHALL BE LIMITED TO THE AREA DEFINED BY THE BUILDING PERMIT FOR WHICH THIS CERTIFICATE IS ISSUED.

ANY CHANGES IN THE ABOVE STATED TYPE OF OCCUPANCY AND/OR ALTERATIONS OR IMPROVEMENTS TO THE STRUCTURE SHALL RENDER THIS CERTIFICATE NULL AND VOID. TO OBTAIN A VALID CERTIFICATE, A NEW BUILDING PERMIT MUST BE OBTAINED AND REQUIRED INSPECTIONS COMPLETED.

DATE: 04/23/96

ISSUED BY ADAM D. MORGAN
INSPECTIONS COORDINATOR

SAFE SCHOOL STUDENT & FACULTY POPULATION

Student(s) Population: 368

Faculty/Staff Population: 45

Transportation: 7 (Buses Needed to Evacuate)

Exceptional Ed Student(s) Population: 24

Exceptional Ed Student(s) Transportation: N/A (Buses Needed to Evacuate)

Primary Relocation Site: - - -

Primary Reunification Site: Same

Secondary Relocation Site: - - -

Secondary Reunification Site: Same

SAFE SCHOOL EMERGENCY PLANNING COMMITTEE

Principal	: Crystal Felix-Clarke	Phone No.:	
Asst. Principal:	Dr. Veronica Perry	Phone No.:	(
Asst. Principal:	N/A	Phone No.:	N/A
Other Staff	: Ethiopia Gebremedhin	Phone No.:	)
Other Staff	: Sergio Martinez	Phone No.:	
Counselor	: Renzo Gobeia	Phone No.:	,
Teacher	: Brian Payne	Phone No.:	
Teacher	: Tremayne Jackson	Phone No.:	
Custodian	: Sonia Sagredo	Phone No.:	
Student	: Selena Lopez		
Parent	: N/A		
Law Enforcement:	N/A		
Fire Department:	N/A		
Community Leader:	Bonnie Birrell		
Other	: Evelyn Mendez		
Other	: Dr. Ana Alcaraz		
Other	: James Kane		
Other	: N/A		

SCHEDULE OF EMERGENCY DRILLS

Primary and secondary reunification sites have been identified and posted: Yes
Each classroom has primary and secondary evacuation routes posted: Yes
Primary and secondary relocation sites within the building have been posted: Yes

Fire/Evacuation Drill Dates:

State law requires 2 drills within first 10 days of school and at least one drill for each subsequent month.

August(1): 08/06/2024	August(2): 08/14/2024	September: 09/04/2024
October : 10/04/2024	November : 11/04/2024	December : 12/04/2024
January : 01/14/2025	February : 02/04/2025	March : 03/04/2025
April :	May : 05/14/2025	

Identify primary and secondary relocation sites if evacuation from the campus is necessary:

Primary:	Grades: 5-8
Primary:	Grades: 5-8
Secondary:	Grades: 5-8
Secondary:	Grades: 5-8

Tornado Drill(s):

First Semester Date: 09/12/2024	Second Semester Date:
	Second Semester Drill is
	the Statewide Drill in
	February of Each Year.

Intruder (Lockdown) Drills:

First Semester Date: 08/22/2024	Second Semester Date: 01/09/2025
Type of Lockdown: LEVEL 2	Type of Lockdown: LEVEL 3
Safe Schools Audit Score: N/A	Safe Schools Audit Score: N/A

STAFF EMERGENCY ASSIGNMENTS

Designated staff to prepare and maintain the Emergency Kits:

Ethiopia Gebremedhin

Veronica Perry

Designated staff to contact Regional Superintendent:

Crystal Felix-Clarke

Veronica Perry

Designated staff to identify missing/absent students and staff:

Ethiopia Gebremedhin

Jabria Parker

Designated staff to locate and identify the injured/sick:

Brian Payne

Tremayne Jackson

Sergio Martinez

Designated staff to accompany injured/sick to medical facilities:

Cinthya Juarez-Duran

Renzo Gobeia

Identified staff trained in First Aid and CPR:

Crystal Whitaker

Vasilissa Thornton

Designated staff to handle telephone calls:

Erisela Campa

Dulce Molina

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.

Crystal Felix-Clarke

Dr. Veronica Perry

Designated staff to show emergency personnel utility and ventilation shutoffs:

Sergio Martinez

Brian Payne

Designated staff to assist with pedestrian traffic and on-campus vehicle traffic:

Brian Payne

Jose Ovalle

Designated staff to make temporary ID badges for staff and emergency personnel:

Ethiopia Gebremedhin

Name(s) of person(s) to contact after hours for after-school/extra curricular activities and programs:

Crystal Felix-Clarke

Veronica Perry

Brian Payne

EMERGENCY KITS CHECKLIST

ANSWER

A copy of the DCSD Emergency Response Procedures and Protocols Manual	Yes
A copy of the Safe School/Crisis Management Plan	Yes
Current call rosters of all students including pertinent medical information, phone number(s), release information and contact(s) information	Yes
Current list of all staff members including phone numbers and contact information	Yes
Copy of school or district personnel directory with phone numbers and contact information	Yes
10 writing tablets and pens/pencils	Yes
10 working magic makers	Yes
Signage for Staging Area	Yes
500 plain white peel-off name tag stickers (used to identify students, staff or Crisis Team)	Yes
Student release/sign-out sheets	Yes
Staff sign-in/sign-out sheets	Yes
List of students on off-campus trips	Yes
Five sets of safety gloves	Yes
Floor/Site Plan of the grounds and surrounding areas (Faculty floor plan with utility shut offs and detailed instruction on disablement)	Yes
Copies of photographs of the building(interior and exterior)	Yes
Copies of student and staff emergency contact/release information	Yes
Emergency Medical Information for the students & staff (Info. regarding students & staff with medical problems that may be impacted by evacuation/emergency)	Yes
Most recent yearbook	Yes
Flashlight and extra batteries	Yes
Bullhorn and extra batteries	Yes
Cell phone and/or walkie-talkie	Yes

EMERGENCY KITS CHECKLIST

ANSWER

Basic First-Aid Kit	Yes
Emergency phone numbers of assistance agencies	Yes
Set of master keys	Yes
Bus routes and driver contact information	Yes

ATTENDANCE AND DISCIPLINE

ANSWER

Student and parents are informed of student behavioral expectations and school discipline procedures.

Yes

All students and parents receive and sign for a copy of the current Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook.

Yes

All students are taught the contents of the Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook.

Yes

Grade-appropriate Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook tests are administered to all students.

Yes

All absent or new students receive and are taught the Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook.

Yes

Weapons, Drugs, Safe School Zone, and Bullying Signs are posted.

Yes

The state-sponsored Weapons and Drugs reporting number 1-877-SAY-STOP is posted.

Yes

A daily record of student absences is maintained and parents are contacted.

Yes

Students may be checked out of school ONLY by a parent or guardian.

Yes

The county-sponsored Alert Line reporting number 1-888-475-0482 is posted.

Yes

REPORTING/TRAINING CHECKLIST

ANSWER

Violations of state and federal laws that occur on school property or at school events are reported to a law enforcement agency.

Yes

A record is kept of disruptive, dangerous incidents on school property or at school events.

Yes

Administrators are designated to complete and file accident and incident reports.

Yes

All staff members are aware of child abuse/neglect reporting requirements.

Yes

All staff members are told to report unsafe and potentially unsafe situations and/or conditions to the administrative staff.

Yes

All staff members are told to report incidents of bullying and any other types of harassment.

Yes

At least one hour of personal safety instruction is scheduled for the staff.

Yes

Each teacher receives a copy of the Emergency Response Procedures and Protocols manual.

Yes

All staff members have or will receive information on the policy relative to student restraint.

Yes

The District will facilitate training of all school-based and support staff on violence prevention. Staff has been informed and are expected to participate in training.

Yes

All staff received training on the advanced weapons deterrent systems.

Yes

All school staff received training regarding the DCSD Safe School Audit for ensuring school safety.

Yes

SAFETY AND SECURITY CHECKLIST

ANSWER

All windows are in good repair with no broken or missing windows.	Yes
Surveillance cameras and monitors are in good working order.	Yes
Staff members are trained on the proper use and maintenance of surveillance cameras.	Yes
All cameras are operable and the monitors are placed where staff can see them.	Yes
Glass in entrance doors is safety glass.	Yes
Door-locking hardware is in proper working order.	Yes
Door panic bars are operable and in good working condition.	Yes
Handrails and non-slip steps are provided in stairways.	Yes
Access to electrical panels in all areas is restricted.	Yes
All portals/hatches are secured with hasps and padlocks. Response: Not Applicable	No
Mobile classrooms, outbuildings, and storage sheds are secured and locked. Response: Not Applicable	No
Building access control is assigned to an administrator.	Yes
Keys and duplicates are kept in a locked key cabinet.	Yes
Master keys are kept to a minimum and the control access system is monitored.	Yes
Keys and employee IDs are collected from employees who no longer work in the office.	Yes
All keys are checked in and accounted for at the end of the school year.	Yes
Areas around the building and mobile classrooms are lighted.	Yes
Chemical storage areas are locked and inventoried on a regular basis.	Yes
Science lab equipment and chemicals are secured and inventoried on a regular basis.	Yes
Access to bus loading areas is restricted during arrival and dismissal.	Yes
Staff members are assigned to student parking areas at arrival and dismissal. Response: Not Applicable	No

SAFETY AND SECURITY CHECKLIST

ANSWER

Parking areas are supervised during the school day or can be seen from the school. Yes

An area is designated as the pick-up/drop-off area for car riders. Yes

Exterior and interior walls are free from graffiti. Yes

Graffiti is reported to the school police immediately and not cleaned until cleared by police.
Response: Not Applicable No

School personnel know locations of shutoffs for water, gas, HVAC vents. Yes

Hallways are clear of travel impediments during the school day and during night activities. Yes

Vehicle access to playground/athletic areas is restricted. Yes

All playground/athletic areas are fenced and are supervised when students are present. Yes

Playground and athletic equipment is in good repair and is inspected frequently. Yes

Visitor policy signs and trespassing signs are displayed in plain view and are in good repair. Yes

All visitors, including parents, are required to sign in at the front office and wear an ID badge. Yes

All visitors check out upon leaving the building and turn in their ID badge. Yes

Visitor parking is clearly marked.
Response: Not Applicable No

All employees wear ID badges at all times during work/school hours.
Response: Not Applicable No

All commercial deliveries are made at one designated entrance. Yes

All commercial deliveries are inventoried by an employee. Yes

Delivery persons are accompanied by an employee. Yes

All food deliveries are inspected and inventoried by food service personnel. Yes

Students are issued parking permits for school parking only upon proof of a valid driver's license.
Response: Not Applicable No

SAFETY AND SECURITY CHECKLIST

ANSWER

Student access to parking areas during the school day is restricted.	Yes
Student drivers are aware that vehicles are subject to search when on school property.	Yes
Employees are aware of their responsibility for items in their vehicle while on DCSD property.	Yes
Students are restricted from entering or remaining in vacant classrooms.	Yes
At the end of the work/school day, all exterior doors and restrooms are checked.	Yes
Classroom-to-office communications is operable and routinely tested.	Yes
Walkie-talkies are strategically located throughout the building and are in fair working condition.	Yes
All school equipment has been labeled and inventoried.	Yes
An updated equipment inventory is maintained throughout the school year.	Yes
All fundraising money or checks are given to the bookkeeper daily.	Yes
All fundraising money or checks are placed in the school vault daily.	Yes
Building vault has controlled access and can be opened from the inside. Response: Not Applicable	No
School cafeteria daily receipts are transported with an escort to the office/vault area. Response: Not Applicable	No
Cafeteria is arranged so tables and chairs do not block access to doors.	Yes
Fire extinguisher, First Aid Kit, and Choking Posters are in the break-area/cafeteria.	Yes
Student medicine procedures are available to student and parents.	Yes
Student medicine is identified by name, doctor, dispensing instructions, and is dated.	Yes
Student medicine is secured (locked) with controlled access at all times.	Yes

SAFETY AND SECURITY CHECKLIST

ANSWER

Students sign and date each time they take their medication.	Yes
Students take their medication in the office area. Students may keep asthma medication or Epi-Pen with them if they have a doctors note.	Yes
All student medication is picked up by parent at the end of the school year.	Yes
School staff is aware of proper response to blood and other body fluid spills.	Yes
Students/staff use lab/science safety equipment at all times during experiments and lessons.	Yes
Science/lab safety procedures are posted, reviewed, and practiced.	Yes
Fire extinguishers are located throughout the building and are routinely inspected.	Yes
The locations of fire extinguishers are clearly marked and fire extinguishers are accessible.	Yes
Staff members have been trained on proper use of fire extinguishers.	Yes
Mechanical rooms and other hazardous material storage areas are locked. Response: Not Applicable	No
Area at and near the dumpster is clean and free of flammables.	Yes
All vehicles are kept out of all fire lanes at all times.	Yes
Boiler room is clean, free of debris, and is NOT used for storage. Response: Not Applicable	No
Access to boiler room is restricted and the boiler room is routinely inspected. Response: Not Applicable	No
Restrooms are clean and are inspected on a regularly basis throughout the day.	Yes
Procedures are in place to evacuate disabled students and staff/visitors.	Yes
Copies of the Emergency Response Procedures and Protocols manual are distributed to all staff members.	Yes

SAFETY AND SECURITY CHECKLIST

ANSWER

New and temporary staff members are informed of emergency and safety procedures.	Yes
The staff is trained in Intruder Alert Procedures, including the alert and clear signals.	Yes
School bus safety rules are distributed to all students.	Yes
All students participate in school bus emergency evacuations drills twice per year.	Yes
For every field trip, a complete manifest of students and staff is on each school bus and a copy is left at the school.	Yes
The intrusion alarm system and fire alarm system are operational and are periodically inspected and tested.	Yes
A list is maintained of staff members who are trained and authorized to activate and deactivate the alarm system.	Yes
The Midland Digital Weather/Hazard Alert Monitor is operational and located where staff can hear the alarm. NOTE: Contact Student Relations if the monitor is not operational.	Yes
All students and staff members are brought into the building from mobile classrooms during storm warnings. Response: Not Applicable	No
Emergency early dismissal procedures are in place and practiced.	Yes
Staff members are designated to secure the building after school hours.	Yes
A list is maintained of after-school/extra-curricular activities and programs.	Yes
On teacher work days and other non-student days, including summer days, staff work schedules are arranged for the safety of the staff and security of the building.	Yes
The Front Office Area is arranged with security in mind: surveillance camera, desks facing the doorway, clear check-in and check-out procedures, walkie-talkie available at all times.	Yes
The school has implemented an anti-bullying and anti-harassment program/strategy.	Yes
A procedure has been established to track reports made by students and staff of bullying and harassment incidents.	Yes

SAFETY AND SECURITY CHECKLIST

ANSWER

A procedure has been established to investigate reports made by victims of bullying or reports made by their parents.

Yes

The school has a committee charged with developing a plan for the analysis of discipline, attendance, other student surveys/data and staff surveys in order to develop prevention activities and strategies.

Yes

Elementary Schools: The school has implemented or has plans to implement the DeKalb County Fire Departments Risk Watch Program.

No

Response: Not Applicable

Procedures have been developed for two-way communication with portable classrooms/modules.

No

Response: Not Applicable

Portable classrooms are locked when unoccupied.

No

Response: Not Applicable

Portable classroom doors are locked when class is in session.

No

Response: Not Applicable

5 YEAR BUDGET PROJECTION													
School Name: Dekalb PATH Academy	FY2025		FY2026		FY2027		FY2028		FY2029		FY2030		
	Planning Year	% of Total	Year 1	% of Total	Year 2	% of Total	Year 3	% of Total	Year 4	% of Total	Year 5	% of Total	
ASSUMPTIONS													Notes
Number of Students			368		368		368		368		368		
Facility Square Footage			16404		16404		16404		16404		16404		
Number of Full Time Employees			44		44		44		44		44		
Full Time Employees (eligible for benefits)			44		44		44		44		44		
Number of Administrators			5		5		5		5		5		
Number of Teachers			31		31		31		31		31		
Number of Other Instructional Staff			3		3		3		3		3		
Number of Clerical Staff			3		3		3		3		3		
Number of Maintenance Staff			3		3		3		3		3		
Number of Food Service Staff			4		4		4		4		4		
Student Teacher Ratio			24:01:00		24:01:00		24:01:00		24:01:00		24:01:00		
Revenue Per Pupil (State and/or Local)			\$14,425		\$14,858		\$15,304		\$15,763		\$16,236		
Average Teacher Salary			\$65,986		\$67,306		\$68,652		\$70,025		\$71,426		
REVENUES													
State and/or Local Revenue (Rev Per Pupil*)	\$0		\$5,308,400	93.5%	\$5,467,744	93.6%	\$5,631,872	93.6%	\$5,800,784	93.7%	\$5,974,848	93.8%	
3% District Administrative Fee (Explain any	\$0		(\$159,252)	-2.8%	(\$164,032)	-2.8%	(\$168,956)	-2.8%	(\$174,024)	-2.8%	(\$179,245)	-2.8%	
Meal Fees			\$380,000	6.7%	\$391,400	6.7%	\$403,142	6.7%	\$415,236	6.7%	\$427,693	6.7%	
Federal Grant Revenue			\$149,179	2.6%	\$149,179	2.6%	\$149,179	2.5%	\$149,179	2.4%	\$149,179	2.3%	90% of PATH's Average Audited Federal Grant Revenue for the Previous 3 years = ((210503+148301+138460)/3)*.9
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Banking Fees		#DIV/0!	\$1,000	0.0%	\$1,000	0.0%	\$1,000	0.0%	\$1,000	0.0%	\$1,000	0.0%	
Legal Services		#DIV/0!	\$30,600	0.5%	\$31,212	0.6%	\$31,836	0.6%	\$32,000	0.5%	\$32,200	0.5%	
Liability & Property Insurance		#DIV/0!	\$100,089	1.6%	\$100,089	1.8%	\$100,089	1.8%	\$100,089	1.7%	\$100,089	1.7%	
Staff Development		#DIV/0!	\$7,500	0.1%	\$7,500	0.1%	\$7,500	0.1%	\$10,000	0.2%	\$7,500	0.1%	
Special Education		#DIV/0!	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	
Health Services		#DIV/0!	\$3,500	0.1%	\$3,500	0.1%	\$3,500	0.1%	\$3,500	0.1%	\$3,500	0.1%	
Staff Recruitment		#DIV/0!	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	
Student Recruitment		#DIV/0!	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	
Tech Support		#DIV/0!	\$5,000	0.1%	\$5,000	0.1%	\$5,000	0.1%	\$10,000	0.2%	\$5,000	0.1%	
Phone/Internet Service		#DIV/0!	\$32,320	0.5%	\$32,643	0.6%	\$32,969	0.6%	\$34,288	0.6%	\$34,974	0.6%	
Food Service		#DIV/0!	\$316,200	5.0%	\$322,524	5.8%	\$328,974	5.8%	\$335,553	5.8%	\$342,265	5.8%	
Transportation		#DIV/0!	\$1,100,000	17.5%	\$300,000	5.4%	\$300,000	5.3%	\$300,000	5.2%	\$300,000	5.1%	Current transportation contract ends after FY26, PATH will pursue more affordable transportation
Health Supplies		#DIV/0!	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	
Pest Control		#DIV/0!	\$2,000	0.0%	\$2,000	0.0%	\$2,000	0.0%	\$2,000	0.0%	\$2,000	0.0%	
Janitorial Supplies & Services		#DIV/0!	\$8,000	0.1%	\$8,000	0.1%	\$8,000	0.1%	\$8,000	0.1%	\$8,000	0.1%	
Waste Disposal		#DIV/0!	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	Included in utilities
Marketing		#DIV/0!	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	
		#DIV/0!		0.0%		0.0%		0.0%		0.0%		0.0%	
		#DIV/0!		0.0%		0.0%		0.0%		0.0%		0.0%	
Total Services & Supplies	\$0	#DIV/0!	\$1,671,209	26.6%	\$882,468	15.8%	\$891,868	15.7%	\$909,430	15.6%	\$911,527	15.4%	

FACILITIES													
Rent/Lease/Mortgage		#DIV/0!	\$159,192	2.5%	\$163,968	2.9%	\$168,887	3.0%	\$173,954	3.0%	\$179,172	3.0%	Lease extension attached as Exhibit 20. 3% increase/year
Grounds Maintenance		#DIV/0!	\$15,500	0.2%	\$15,500	0.3%	\$15,500	0.3%	\$15,500	0.3%	\$15,500	0.3%	
Maintenance & Repair		#DIV/0!	\$10,000	0.2%	\$10,000	0.2%	\$10,000	0.2%	\$10,000	0.2%	\$10,000	0.2%	
Utilities		#DIV/0!	\$91,831	1.5%	\$92,748	1.7%	\$93,675	1.6%	\$97,422	1.7%	\$99,370	1.7%	
Fire Safety and Compliance		#DIV/0!	\$890	0.0%	\$890	0.0%	\$890	0.0%	\$890	0.0%	\$890	0.0%	
		#DIV/0!		0.0%		0.0%		0.0%		0.0%		0.0%	
		#DIV/0!		0.0%		0.0%		0.0%		0.0%		0.0%	
Total Facilities	\$0	#DIV/0!	\$277,413	4.4%	\$283,106	5.1%	\$288,952	5.1%	\$297,766	5.1%	\$304,933	5.2%	

Total Expenses	\$0		\$6,288,227		\$5,589,366		\$5,693,605		\$5,822,940		\$5,915,813		
Contingency Fund			\$0		\$100,000		\$100,000		\$100,000		\$100,000		
Surplus (Deficit)	\$0		(\$609,900)		\$154,925		\$221,632		\$268,236		\$356,662		

Cash Balance													
Beginning Cash (Renewals, conversions, or	\$3,300,000		\$3,300,000		\$2,690,100		\$2,845,025		\$3,066,657		\$3,334,893		
Net Surplus (Deficit)	\$0		(\$609,900)		\$154,925		\$221,632		\$268,236		\$356,662		
Ending Cash	\$3,300,000		\$2,690,100		\$2,845,025		\$3,066,657		\$3,334,893		\$3,691,556		Beginning Cash, Total Receipts, Total Disbursements, Net Revenue & Ending Cash match Cash Flow Proj Y1 and Y2 - Red Flag tab is inaccurate

CASH FLOW PROJECTIONS-YEAR 0/Planning Year													
School Name: Dekalb PATH Academy	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
(A) BEGINNING CASH	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	
Cash Receipts:													
Per Pupil Revenue (local and state share), net LEA Admin fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
(B) Total Receipts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Disbursements:													
PERSONNEL													
Principal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Social Services (Social Worker/Counselor/Nurse)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Technology Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Teachers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arts/PE/Comp Sci	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Athletics/Extracurricular Coaches	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Guidance Counselor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Education Teacher	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Manager	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Assistant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business manager	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Food Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retirement Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Health Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Payroll Expenses/Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
													\$0
													\$0
Total Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INSTRUCTION													
Textbooks													\$0
Classroom Supplies													\$0
Computers													\$0
Software													\$0
Field Trips													\$0
Instructional Equipment													\$0
Library and Media Center													\$0
Student Assessment													\$0
Classroom Furniture													\$0
PE Equipment													\$0
Art Supplies													\$0
													\$0
													\$0
Total Instruction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SERVICES & SUPPLIES													
Student Uniforms													\$0
Athletic Program													\$0
Office Supplies													\$0
Office Furniture													\$0
Office Computers & Software													\$0
Printing and Copy Services													\$0
Postage and Shipping													\$0
Bookkeeping													\$0
Audit													\$0
Payroll Services													\$0
Banking Fees													\$0
Legal Services													\$0
Liability & Property Insurance													\$0
Staff Development													\$0
Special Education													\$0
Health Services													\$0
Staff Recruitment													\$0
Student Recruitment													\$0
Tech Support													\$0
Phone/Internet Service													\$0
Food Service													\$0
Transportation													\$0
Health Supplies													\$0
Pest Control													\$0
Janitorial Supplies & Services													\$0
Waste Disposal													\$0
Marketing													\$0
													\$0
													\$0
Total Services & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FACILITIES													
Rent/Lease/Mortgage													\$0
Grounds Maintenance													\$0
Maintenance & Repair													\$0
Utilities													\$0
Fire Safety and Compliance													\$0
													\$0

													\$0
Total Facilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(C) TOTAL DISPURSEMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY FUND													\$0
(D) NET REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENDING CASH (A+D)	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	

CASH FLOW PROJECTIONS-YEAR 1													
School Name: Dekalb PATH Academy	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
(A) BEGINNING CASH	\$3,300,000	\$3,102,548	\$3,047,409	\$3,020,270	\$2,993,131	\$2,965,992	\$2,934,853	\$2,903,714	\$2,876,574	\$2,838,935	\$2,807,796	\$2,774,657	
Cash Receipts:													
Per Pupil Revenue (local and state share), net LEA Admin fee	\$429,096	\$429,096	\$429,096	\$429,096	\$429,096	\$429,096	\$429,096	\$429,096	\$429,096	\$429,096	\$429,096	\$429,096	\$5,149,148
Grants		\$14,918	\$14,918	\$14,918	\$14,918	\$14,918	\$14,918	\$14,918	\$14,918	\$14,918	\$14,918		\$149,179
Nutrition		\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000		\$380,000
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
(B) Total Receipts	\$429,096	\$482,014	\$482,014	\$482,014	\$482,014	\$482,014	\$482,014	\$482,014	\$482,014	\$482,014	\$482,014	\$429,096	\$5,678,327
Cash Disbursements:													
PERSONNEL													
Principal	\$14,789	\$14,789	\$14,789	\$14,789	\$14,789	\$14,789	\$14,789	\$14,789	\$14,789	\$14,789	\$14,789	\$14,789	\$177,468
Social Services (Social Worker/Counselor/Nurse)	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$32,946
Technology Support	\$7,076	\$7,076	\$7,076	\$7,076	\$7,076	\$7,076	\$7,076	\$7,076	\$7,076	\$7,076	\$7,076	\$7,076	\$84,917
Teachers	\$170,465	\$170,465	\$170,465	\$170,465	\$170,465	\$170,465	\$170,465	\$170,465	\$170,465	\$170,465	\$170,465	\$170,465	\$2,045,579
Arts/PE/Comp Sci	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Athletics/Extracurricular Coaches	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Guidance Counselor	\$12,510	\$12,510	\$12,510	\$12,510	\$12,510	\$12,510	\$12,510	\$12,510	\$12,510	\$12,510	\$12,510	\$12,510	\$150,119
Special Education Teacher	\$23,299	\$23,299	\$23,299	\$23,299	\$23,299	\$23,299	\$23,299	\$23,299	\$23,299	\$23,299	\$23,299	\$23,299	\$279,582
Office Manager	\$7,370	\$7,370	\$7,370	\$7,370	\$7,370	\$7,370	\$7,370	\$7,370	\$7,370	\$7,370	\$7,370	\$7,370	\$88,434
Office Assistant	\$8,925	\$8,925	\$8,925	\$8,925	\$8,925	\$8,925	\$8,925	\$8,925	\$8,925	\$8,925	\$8,925	\$8,925	\$107,100
Business manager	\$6,783	\$6,783	\$6,783	\$6,783	\$6,783	\$6,783	\$6,783	\$6,783	\$6,783	\$6,783	\$6,783	\$6,783	\$81,400
Maintenance	\$11,390	\$11,390	\$11,390	\$11,390	\$11,390	\$11,390	\$11,390	\$11,390	\$11,390	\$11,390	\$11,390	\$11,390	\$136,680
Food Service	\$12,325	\$12,325	\$12,325	\$12,325	\$12,325	\$12,325	\$12,325	\$12,325	\$12,325	\$12,325	\$12,325	\$12,325	\$147,900
Retirement Benefits	\$55,635	\$55,635	\$55,635	\$55,635	\$55,635	\$55,635	\$55,635	\$55,635	\$55,635	\$55,635	\$55,635	\$55,635	\$667,616
Health Benefits	\$17,382	\$17,382	\$17,382	\$17,382	\$17,382	\$17,382	\$17,382	\$17,382	\$17,382	\$17,382	\$17,382	\$17,382	\$208,581
FICA	\$3,213	\$3,213	\$3,213	\$3,213	\$3,213	\$3,213	\$3,213	\$3,213	\$3,213	\$3,213	\$3,213	\$3,213	\$38,553
Other Payroll Expenses/Taxes	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$1,225
													\$0
													\$0
Total Personnel	\$354,008	\$354,008	\$354,008	\$354,008	\$354,008	\$354,008	\$354,008	\$354,008	\$354,008	\$354,008	\$354,008	\$354,008	\$4,248,100
INSTRUCTION													
Textbooks	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
Classroom Supplies	\$28,560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,560
Computers	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000
Software	\$25,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,500
Field Trips	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
Instructional Equipment	\$2,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,050
Library and Media Center	\$765	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$765
Student Assessment	\$6,630	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,630
Classroom Furniture	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
PE Equipment	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$3,000
Art Supplies	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
													\$0
													\$0
Total Instruction	\$82,005	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500	\$2,000	\$2,000	\$2,000	\$91,505
SERVICES & SUPPLIES													
Student Uniforms	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
Athletic Program	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Office Furniture	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
Office Computers & Software	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Printing and Copy Services	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
Postage and Shipping	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$0	\$0	\$0	\$2,000
Bookkeeping	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Audit	\$0	\$28,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,000
Payroll Services	\$1,083	\$1,083	\$1,083	\$1,083	\$1,083	\$1,083	\$1,083	\$1,083	\$1,083	\$1,083	\$1,083	\$1,083	\$13,000
Banking Fees	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Legal Services	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550	\$30,600
Liability & Property Insurance	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$100,089
Staff Development	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$2,500	\$7,500
Special Education	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
Health Services	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500
Staff Recruitment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Student Recruitment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tech Support	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$0	\$5,000
Phone/Internet Service	\$2,693	\$2,693	\$2,693	\$2,693	\$2,693	\$2,693	\$2,693	\$2,693	\$2,693	\$2,693	\$2,693	\$2,693	\$32,320
Food Service	\$26,350	\$26,350	\$26,350	\$26,350	\$26,350	\$26,350	\$26,350	\$26,350	\$26,350	\$26,350	\$26,350	\$26,350	\$316,200
Transportation	\$91,667	\$91,667	\$91,667	\$91,667	\$91,667	\$91,667	\$91,667	\$91,667	\$91,667	\$91,667	\$91,667	\$91,667	\$1,100,000
Health Supplies	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
Pest Control	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$2,000
Janitorial Supplies & Services	\$2,000	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$0	\$0	\$0	\$2,000	\$0	\$8,000
Waste Disposal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
													\$0
													\$0
Total Services & Supplies	\$165,434	\$160,934	\$132,934	\$132,934	\$132,934	\$134,934	\$134,934	\$132,934	\$139,934	\$132,934	\$134,934	\$135,434	\$1,671,209
FACILITIES													
Rent/Lease/Mortgage	\$13,266	\$13,266	\$13,266	\$13,266	\$13,266	\$13,266	\$13,266	\$13,266	\$13,266	\$13,266	\$13,266	\$13,266	\$159,192
Grounds Maintenance	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$15,500
Maintenance & Repair	\$2,000	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$0	\$0	\$2,000	\$2,000	\$0	\$10,000
Utilities	\$7,653	\$7,653	\$7,653	\$7,653	\$7,653	\$7,653	\$7,653	\$7,653	\$7,653	\$7,653	\$7,653	\$7,653	\$91,831
Fire Safety and Compliance	\$890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$890
													\$0
													\$0
Total Facilities	\$25,100	\$22,210	\$22,210	\$22,210	\$22,210	\$24,210	\$24,210	\$22,210	\$22,210	\$24,210	\$24,210	\$22,210	\$277,413
(C) TOTAL DISPURSEMENTS	\$626,548	\$537,153	\$509,153	\$509,153	\$509,153	\$513,153	\$513,153	\$509,153	\$519,653	\$513,153	\$515,153	\$513,653	\$6,288,227
CONTINGENCY FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(D) NET REVENUE (B-C)	(\$197,452)	(\$55,139)	(\$27,139)	(\$27,139)	(\$27,139)	(\$31,139)	(\$31,139)	(\$27,139)	(\$37,639)	(\$31,139)	(\$33,139)	(\$84,557)	(\$609,900)

ENDING CASH (A+D)	\$3,102,548	\$3,047,409	\$3,020,270	\$2,993,131	\$2,965,992	\$2,934,853	\$2,903,714	\$2,876,574	\$2,838,935	\$2,807,796	\$2,774,657	\$2,690,100	

CASH FLOW PROJECTIONS-YEAR 2													
School Name: Dekalb PATH Academy	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
(A) BEGINNING CASH	\$2,690,100	\$2,563,915	\$2,579,430	\$2,624,945	\$2,670,461	\$2,715,976	\$2,703,491	\$2,747,006	\$2,792,522	\$2,831,037	\$2,869,052	\$2,910,568	
Cash Receipts:													
Per Pupil Revenue (local and state share), net LEA Admin fee	\$441,976	\$441,976	\$441,976	\$441,976	\$441,976	\$441,976	\$441,976	\$441,976	\$441,976	\$441,976	\$441,976	\$441,976	\$5,303,712
Grants		\$14,918	\$14,918	\$14,918	\$14,918	\$14,918	\$14,918	\$14,918	\$14,918	\$14,918	\$14,918		\$149,179
Nutrition		\$39,140	\$39,140	\$39,140	\$39,140	\$39,140	\$39,140	\$39,140	\$39,140	\$39,140	\$39,140		\$391,400
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
(B) Total Receipts	\$441,976	\$496,034	\$496,034	\$496,034	\$496,034	\$496,034	\$496,034	\$496,034	\$496,034	\$496,034	\$496,034	\$441,976	\$5,844,291
Cash Disbursements:													
PERSONNEL													
Principal	\$15,085	\$15,085	\$15,085	\$15,085	\$15,085	\$15,085	\$15,085	\$15,085	\$15,085	\$15,085	\$15,085	\$15,085	\$181,017
Social Services (Social Worker/Counselor/Nurse)	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$2,746	\$32,946
Technology Support	\$7,218	\$7,218	\$7,218	\$7,218	\$7,218	\$7,218	\$7,218	\$7,218	\$7,218	\$7,218	\$7,218	\$7,218	\$86,616
Teachers	\$173,874	\$173,874	\$173,874	\$173,874	\$173,874	\$173,874	\$173,874	\$173,874	\$173,874	\$173,874	\$173,874	\$173,874	\$2,086,490
Arts/PE/Comp Sci	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Athletics/Extracurricular Coaches	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Guidance Counselor	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$153,121
Special Education Teacher	\$23,764	\$23,764	\$23,764	\$23,764	\$23,764	\$23,764	\$23,764	\$23,764	\$23,764	\$23,764	\$23,764	\$23,764	\$285,174
Office Manager	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$90,203
Office Assistant	\$9,104	\$9,104	\$9,104	\$9,104	\$9,104	\$9,104	\$9,104	\$9,104	\$9,104	\$9,104	\$9,104	\$9,104	\$109,242
Business manager	\$6,936	\$6,936	\$6,936	\$6,936	\$6,936	\$6,936	\$6,936	\$6,936	\$6,936	\$6,936	\$6,936	\$6,936	\$83,232
Maintenance	\$11,618	\$11,618	\$11,618	\$11,618	\$11,618	\$11,618	\$11,618	\$11,618	\$11,618	\$11,618	\$11,618	\$11,618	\$139,414
Food Service	\$12,572	\$12,572	\$12,572	\$12,572	\$12,572	\$12,572	\$12,572	\$12,572	\$12,572	\$12,572	\$12,572	\$12,572	\$150,858
Retirement Benefits	\$56,747	\$56,747	\$56,747	\$56,747	\$56,747	\$56,747	\$56,747	\$56,747	\$56,747	\$56,747	\$56,747	\$56,747	\$680,968
Health Benefits	\$17,642	\$17,642	\$17,642	\$17,642	\$17,642	\$17,642	\$17,642	\$17,642	\$17,642	\$17,642	\$17,642	\$17,642	\$211,710
FICA	\$3,277	\$3,277	\$3,277	\$3,277	\$3,277	\$3,277	\$3,277	\$3,277	\$3,277	\$3,277	\$3,277	\$3,277	\$39,324
Other Payroll Expenses/Taxes	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$1,225
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Personnel	\$360,962	\$360,962	\$360,962	\$360,962	\$360,962	\$360,962	\$360,962	\$360,962	\$360,962	\$360,962	\$360,962	\$360,962	\$4,331,539
INSTRUCTION													
Textbooks	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
Classroom Supplies	\$29,131	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,131
Computers	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000
Software	\$25,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,500
Field Trips	\$0	\$0	\$0	\$0	\$0	\$2,000	\$0	\$0	\$2,000	\$2,000	\$2,000	\$0	\$8,000
Instructional Equipment	\$2,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,080
Library and Media Center	\$780	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$780
Student Assessment	\$6,762	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,762
Classroom Furniture	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
PE Equipment	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$3,000
Art Supplies	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
work study													\$0
Out of state field study													\$0
													\$0
													\$0
Total Instruction	\$82,753	\$0	\$0	\$0	\$0	\$2,000	\$0	\$0	\$2,000	\$3,500	\$2,000	\$0	\$92,253
SERVICES & SUPPLIES													
Student Uniforms	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
Athletic Program	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Office Furniture	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
Office Computers & Software	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Printing and Copy Services	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
Postage and Shipping	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$0	\$2,000
Bookkeeping	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Audit	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000
Payroll Services	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$15,000
Banking Fees	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Legal Services	\$2,601	\$2,601	\$2,601	\$2,601	\$2,601	\$2,601	\$2,601	\$2,601	\$2,601	\$2,601	\$2,601	\$2,601	\$31,212
Liability & Property Insurance	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$8,341	\$100,089
Staff Development	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$2,500	\$7,500
Special Education	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
Health Services	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500
Staff Recruitment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Student Recruitment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tech Support	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$0	\$5,000
Phone/Internet Service	\$2,720	\$2,720	\$2,720	\$2,720	\$2,720	\$2,720	\$2,720	\$2,720	\$2,720	\$2,720	\$2,720	\$2,720	\$32,643
Food Service	\$26,877	\$26,877	\$26,877	\$26,877	\$26,877	\$26,877	\$26,877	\$26,877	\$26,877	\$26,877	\$26,877	\$26,877	\$322,524
Transportation	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$300,000
Health Supplies	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
Pest Control	\$1,000	\$0	\$0	\$0	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$500	\$2,000
Janitorial Supplies & Services	\$2,000	\$0	\$0	\$0	\$0	\$2,000	\$0	\$0	\$0	\$2,000	\$0	\$2,000	\$8,000
Waste Disposal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
													\$0
													\$0
Total Services & Supplies	\$98,872	\$96,872	\$66,872	\$66,872	\$66,872	\$70,872	\$66,872	\$66,872	\$71,872	\$68,872	\$68,872	\$71,872	\$882,468
FACILITIES													
Rent/Lease/Mortgage	\$13,664	\$13,664	\$13,664	\$13,664	\$13,664	\$13,664	\$13,664	\$13,664	\$13,664	\$13,664	\$13,664	\$13,664	\$163,968
Grounds Maintenance	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$1,292	\$15,500
Maintenance & Repair	\$2,000	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$0	\$0	\$2,000	\$0	\$2,000	\$10,000
Utilities	\$7,729	\$7,729	\$7,729	\$7,729	\$7,729	\$7,729	\$7,729	\$7,729	\$7,729	\$7,729	\$7,729	\$7,729	\$92,748
Fire Safety and Compliance	\$890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$890
													\$0
													\$0
Total Facilities	\$25,575	\$22,685	\$22,685	\$22,685	\$22,685	\$24,685	\$24,685	\$22,685	\$22,685	\$24,685	\$22,685	\$24,685	\$283,106

(C) TOTAL DISPURSEMENTS	\$568,162	\$480,519	\$450,519	\$450,519	\$450,519	\$458,519	\$452,519	\$450,519	\$457,519	\$458,019	\$454,519	\$457,519	\$5,589,366
CONTINGENCY FUND	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$100,000
(D) NET REVENUE (B-C)	(\$126,186)	\$15,515	\$45,515	\$45,515	\$45,515	(\$12,485)	\$43,515	\$45,515	\$38,515	\$38,015	\$41,515	(\$65,543)	\$154,925
ENDING CASH (A+D)	\$2,563,915	\$2,579,430	\$2,624,945	\$2,670,461	\$2,715,976	\$2,703,491	\$2,747,006	\$2,792,522	\$2,831,037	\$2,869,052	\$2,910,568	\$2,845,025	

School Name: Dekalb PATH Academy	Planning Year	Year 1	Year 2	Year 3	Year 4	Year 5
Surplus (Deficit)	OK	Red Flag!	OK	OK	OK	OK
Ending Cash Balance	OK	OK	OK	OK	OK	OK
Total Facilities Costs>15% of Total Expenses	#DIV/0!	OK	OK	OK	OK	OK
Cash Flow Projections: Do the Cash Flow Proj. From the 5yr Budget match yr 0-2 Cash Flow Proj.?	YES	NO	NO			

5 YEAR BUDGET PROJECTION													
School Name: Dekalb PATH Academy	FY2025		FY2026		FY2027		FY2028		FY2029		FY2030		
	Planning Year	% of Total	Year 1	% of Total	Year 2	% of Total	Year 3	% of Total	Year 4	% of Total	Year 5	% of Total	
ASSUMPTIONS													Notes
Number of Students			368		368		368		368		368		
Facility Square Footage			16404		16404		16404		16404		16404		
Number of Full Time Employees			44		44		44		44		44		
Full Time Employees (eligible for benefits)			44		44		44		44		44		
Number of Administrators			5		5		5		5		5		
Number of Teachers			31		31		31		31		31		
Number of Other Instructional Staff			3		3		3		3		3		
Number of Clerical Staff			3		3		3		3		3		
Number of Maintenance Staff			3		3		3		3		3		
Number of Food Service Staff			4		4		4		4		4		
Student Teacher Ratio			24:01:00		24:01:00		24:01:00		24:01:00		24:01:00		
Revenue Per Pupil (State and/or Local)			\$14,425		\$14,858		\$15,304		\$15,763		\$16,236		
Average Teacher Salary			\$65,986		\$67,306		\$68,652		\$70,025		\$71,426		
REVENUES													
State and/or Local Revenue (Rev Per Pupil*)	\$0		\$5,308,400	93.5%	\$5,467,744	93.6%	\$5,631,872	93.6%	\$5,800,784	93.7%	\$5,974,848	93.8%	
3% District Administrative Fee (Explain any	\$0		(\$159,252)	-2.8%	(\$164,032)	-2.8%	(\$168,956)	-2.8%	(\$174,024)	-2.8%	(\$179,245)	-2.8%	
Meal Fees			\$380,000	6.7%	\$391,400	6.7%	\$403,142	6.7%	\$415,236	6.7%	\$427,693	6.7%	
Federal Grant Revenue			\$149,179	2.6%	\$149,179	2.6%	\$149,179	2.5%	\$149,179	2.4%	\$149,179	2.3%	90% of PATH's Average Audited Federal Grant Revenue for the Previous 3 years = ((210503+148301+138460)/3)*.9
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Payroll Services		#DIV/0!	\$13,000	0.2%	\$15,000	0.3%	\$15,000	0.2%	\$15,000	0.2%	\$15,000	0.2%	
Banking Fees		#DIV/0!	\$1,000	0.0%	\$1,000	0.0%	\$1,000	0.0%	\$1,000	0.0%	\$1,000	0.0%	
Legal Services		#DIV/0!	\$30,600	0.5%	\$31,212	0.6%	\$31,836	0.5%	\$32,000	0.5%	\$32,200	0.5%	
Liability & Property Insurance		#DIV/0!	\$100,089	1.6%	\$100,089	1.8%	\$100,089	1.7%	\$100,089	1.6%	\$100,089	1.6%	
Staff Development		#DIV/0!	\$7,500	0.1%	\$7,500	0.1%	\$7,500	0.1%	\$10,000	0.2%	\$7,500	0.1%	
Special Education		#DIV/0!	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	
Health Services		#DIV/0!	\$3,500	0.1%	\$3,500	0.1%	\$3,500	0.1%	\$3,500	0.1%	\$3,500	0.1%	
Staff Recruitment		#DIV/0!	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	
Student Recruitment		#DIV/0!	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	
Tech Support		#DIV/0!	\$5,000	0.1%	\$5,000	0.1%	\$5,000	0.1%	\$10,000	0.2%	\$5,000	0.1%	
Phone/Internet Service		#DIV/0!	\$32,320	0.5%	\$32,643	0.6%	\$32,969	0.5%	\$34,288	0.6%	\$34,974	0.6%	
Food Service		#DIV/0!	\$316,200	5.0%	\$322,524	5.8%	\$328,974	5.5%	\$335,553	5.5%	\$342,265	5.5%	
Transportation		#DIV/0!	\$1,100,000	17.5%	\$300,000	5.4%	\$300,000	5.0%	\$300,000	4.9%	\$300,000	4.8%	Current transportation contract ends after FY26, PATH will pursue more affordable transportation
Health Supplies		#DIV/0!	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	\$2,500	0.0%	
Pest Control		#DIV/0!	\$2,000	0.0%	\$2,000	0.0%	\$2,000	0.0%	\$2,000	0.0%	\$2,000	0.0%	
Janitorial Supplies & Services		#DIV/0!	\$8,000	0.1%	\$8,000	0.1%	\$8,000	0.1%	\$8,000	0.1%	\$8,000	0.1%	
Waste Disposal		#DIV/0!	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	Included in utilities
Marketing		#DIV/0!	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	
		#DIV/0!		0.0%		0.0%		0.0%		0.0%		0.0%	
		#DIV/0!		0.0%		0.0%		0.0%		0.0%		0.0%	
Total Services & Supplies	\$0	#DIV/0!	\$1,671,209	26.6%	\$882,468	15.8%	\$891,868	14.9%	\$909,430	14.8%	\$911,527	14.7%	

FACILITIES													
Rent/Lease/Mortgage		#DIV/0!	\$159,192	2.5%	\$163,968	2.9%	\$480,000	8.0%	\$480,000	7.8%	\$480,000	7.7%	Lease extension attached as Exhibit 20. 3% increase/year. Years 3-5 adjusted to account for potential new facility
Grounds Maintenance		#DIV/0!	\$15,500	0.2%	\$15,500	0.3%	\$15,500	0.3%	\$15,500	0.3%	\$15,500	0.2%	
Maintenance & Repair		#DIV/0!	\$10,000	0.2%	\$10,000	0.2%	\$10,000	0.2%	\$10,000	0.2%	\$10,000	0.2%	
Utilities		#DIV/0!	\$91,831	1.5%	\$92,748	1.7%	\$93,675	1.6%	\$97,422	1.6%	\$99,370	1.6%	
Fire Safety and Compliance		#DIV/0!	\$890	0.0%	\$890	0.0%	\$890	0.0%	\$890	0.0%	\$890	0.0%	
		#DIV/0!		0.0%		0.0%		0.0%		0.0%		0.0%	
		#DIV/0!		0.0%		0.0%		0.0%		0.0%		0.0%	
Total Facilities	\$0	#DIV/0!	\$277,413	4.4%	\$283,106	5.1%	\$600,065	10.0%	\$603,812	9.9%	\$605,760	9.7%	

Total Expenses	\$0		\$6,288,227		\$5,589,366		\$6,004,718		\$6,128,986		\$6,216,641		
Contingency Fund			\$0		\$100,000		\$100,000		\$100,000		\$100,000		
Surplus (Deficit)	\$0		(\$609,900)		\$154,925		(\$89,481)		(\$37,810)		\$55,835		

Cash Balance												
Beginning Cash (Renewals, conversions, or	\$3,300,000		\$3,300,000		\$2,690,100		\$2,845,025		\$2,755,544		\$2,717,734	
Net Surplus (Deficit)	\$0		(\$609,900)		\$154,925		(\$89,481)		(\$37,810)		\$55,835	
Ending Cash	\$3,300,000		\$2,690,100		\$2,845,025		\$2,755,544		\$2,717,734		\$2,773,568	

Beginning Cash, Total Receipts, Total Disbursements, Net Revenue & Ending Cash match Cash Flow Proj Y1 and Y2 - Red Flag tab is inaccurate

CAREER PROFILE:

- Detail-oriented, efficient and organized professional.
- Possess strong analytical and problem-solving skills, with the ability to make well thought out decisions.
- Resourceful in the completion of projects, effective at multi-tasking.
- Advanced in Microsoft Office: Word, Excel, Access, Outlook and PowerPoint.
- Experience with QuickBooks Pro and ADP.
- Experience with SAP Accounting System.
- Yearly tax preparer.

PROFESSIONAL EXPERIENCE

Dekalb PATH Academy, Atlanta, GA

Chief Financial Officer

2023-Present

- Responsible for all cash management, insurance, budgeting and financial reporting.
- Coordinates development of annual operating, capital and program budgets.
- Ensures cash flow is compatible with operations by overseeing day-to-day accounting, recording, reporting and internal-control activities of the organization.
- Work with school administration to develop budget proposals and ensure contract/grant compliance and reporting.
- Responsible for HR functions such as running payroll, benefits management, and onboarding new staff.
- Comply with school district and state financial requirements.
- Maintaining time management reports and PTO reports for all staff members.

Dekalb Preparatory Academy, Decatur, GA

School Operations Manager/Business Manager

2018-2023

- Maintaining time management reports and PTO reports for all staff members.
- Overseeing the semi-monthly payroll process for 70 staff members in ADP Workforce.
- Responsible for compiling and submitting all information and data for Title I, ESSER II and III and all other grants awarded.
- Responsible for completing garnishment reports and calculations and responding to writ of garnishment within the allocated time of 10 to 20 days.
- Management of onboarding and off boarding all staff members.
- Conducting New Hire Orientation for all onboarding staff members.
- Management of the Georgia Professional Standards Certification program for all teachers and leaders schoolwide.
- Responsible for health care management for all staff members including enrolling, canceling and setting up COBRA.
- Responsible for writing and updating job descriptions.
- Management of proper coding for accounts payable, cash receipts, payroll, cash disbursements and other transactions within QuickBooks and Bill.com.
- Reconciling contractors time to submit invoices.
- Managing funding for field trips and fundraisers.
- Receiving all funds collected within the school and preparing and securing for deposit.
- Organizing and implementing Teacher Appreciation Week.
- Managing Human Resource/Finance Department Newsletter using Canva.com and Smores.
- Responsible for the procurement of all supplies within all departments of the organization.

- Liaison between the school and vendors for facility repairs and implementations.
- Coordinates maintenance efforts with outside contractors and technicians in collaboration with Maintenance Supervisor.
- Ensure the school facilities are safe, clean, and highly operational throughout the year.
- Maintain and audit facilities equipment inventories.

Fulton County Government, Atlanta, GA

Accountant I

2017-2018

- Performs professional accounting duties independently and provides lead direction to accounting or financial support staff as required.
- Interprets court documents and makes appropriate adjustments and entries.
- Research information for customers and external auditors.
- Processes a variety of documentation associated with department/division operations, within designated timeframes and per established procedures receives and reviews various documentation, including invoices, customer billings, and division specific items; modifies and deletes data entry transactions as necessary; and completes, processes, forwards or retains as appropriate.
- Prepares or completes various forms, reports, correspondence, and other documentation, including reconciliation reports, reimbursement requests, and receipts; compiles data for further processing or for use in preparation of department reports; and maintains computerized and/or hardcopy records.
- Maintains a current, comprehensive knowledge and awareness of applicable laws, regulations, principles and practices relating to government accounting, financial reporting and/or grant accounting and administration; maintains professional affiliations; and attends webinars, meetings, workshops, hearings, and training sessions as required; may provide related training and guidance to staff.

Perfect Image, Marietta, GA

Bookkeeper/Office Manager

2014-2017

- Maintains all records for accounts receivable and accounts payable activities.
- Maintains subsidiary accounts by verifying, allocating, and posting transactions.
- Responsible for all bank deposits and bank reconciliations.
- Duties include but not limited to: maintaining and balancing all accounts, preparing and verifying invoices, reimbursement requests and preparing and posting journal entries.
- Analyzes and prepared tax reports for correct payment to Department of Revenue for sales and use tax.
- Orders supplies for all departments as needed.
- Creates client surveys using Survey Monkey.
- Creates email lists and campaigns using Mail Chimp and Businesswise.
- Helps with posting marketing material and content for WordPress blog.
- Performs clerical/administrative functions.
- Enters data, type, generate purchase orders.
- Handles phone calls and incoming mail.
- Prepares correspondence letters and reports for clients and prospective clients.

NCO Financial Systems, Inc. (bought TSYS Total Debt Management in 2010), Norcross, GA

Client Accounting Representative

2004-2014

- Researching and analyzing data to provide clients with details for questions with remittances.
- Experienced in the SAP & FACS system with researching and creating checks/ACH/wire payments.
- Functions as a first line of contact to the client and vendors to resolve issues.
- Answers accounting and professional questions by researching and interpreting data.
- Works Ops Net financial systems.
- Accomplishes accounting and organization mission by completing related results as needed.

Accountant Associate II

- Responsible for posting large volumes of payments for debtor accounts into various accounting systems.
- Prepared daily deposits and made deposits using Remote Deposit Express for bank deposits in house.
- Provided assistance for the ACH and EFT process with the National Attorney Network (NAN).
- Accomplished accounting and organization mission by completing related results as needed.

Bankruptcy Specialist

- Project management with client portfolios ensuring accurate data coding and recording.
- Assisted with the 10-line switchboard during breaks and lunches.

- Recorded bankruptcy data.
- Typed 14,000 key strokes an hour.

EDUCATION

Strayer University	Bachelors in Accounting	December 2015

CERTIFICATION

Certified Notary of Georgia	
New Horizons Project Management Certification	April 2022
University of Georgia Human Resource Certification	May 2021
Georgia Charter Schools Association Financial Management Certification	March 2020
Beautiful You Life Coaching Academy Certification	July 2016

DeKalb PATH Academy
Chartered through DeKalb County School District

ASSURANCES FORM AND SIGNATURE SHEET

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

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

1. Shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations;
2. Shall be subject to the control and management of the local board of the local school system in which the charter school is located, as provided in the charter and in a manner consistent with the U.S. and Georgia Constitutions;
3. Shall not discriminate against any student or employee on the basis of race, color, ethnic background, national origin, gender, disability, age, or sexual orientation;
4. Shall be subject to all federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of school students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct;
5. Shall be subject to the provisions of O.C.G.A. § 20-2-1050 requiring a brief period of quiet reflection;
6. Shall ensure that the charter school and its governing board are subject to the provisions of O.C.G.A. § 50-14-1 *et seq.* (Open and Public Meetings) and O.C.G.A. § 50-18-70 *et seq.* (Open Records);
7. Shall ensure that the charter school's governing board members may only receive compensation for their reasonable and actual expenses incurred in connection with performance of their duties;
8. Shall ensure that the charter school's governing board members receive initial training and annual training thereafter, provided by a SBOE-approved vendor pursuant to O.C.G.A. § 20-2-2072 and State Board of Education Rule 160-4-9-.06;
9. Shall ensure that the charter school's governing board adopts and abides by a conflict of interest policy;
10. Shall comply with O.C.G.A. § 20-2-210(b)(1) and implement an evaluation system as adopted and defined by the State Board of Education for elementary and secondary school teachers of record, assistant principals, and principals;
11. Shall comply with the accountability provisions of O.C.G.A. § 20-14-30 through § 20-14-41 and federal accountability requirements, and participate in statewide assessments;
12. Shall adhere to all provisions of federal law relating to students with disabilities, including the IDEA, Section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990, as applicable;
13. Shall provide state and federally mandated services for English Language Learners, as applicable;

DeKalb PATH Academy
Chartered through DeKalb County School District

14. Shall provide for supplemental educational services as required by federal law and pursuant to SBOE Rule 160-4-5-.03, and for remediation in required cases pursuant to SBOE Rule 160-4-5-.01;
15. Shall notify the state of any intent to contract with a for-profit entity for education and/or management services;
16. Shall notify the state of any changes in for-profit entity contracted with for education and/or management services;
17. Shall be subject to the requirement that it shall not charge tuition or fees to its students except as may be authorized by local boards by O.C.G.A. § 20-2-133;
18. Shall comply with federal due process procedures regarding student discipline and dismissal;
19. Shall be subject to all laws relating to unlawful conduct in or near a public school;
20. Shall have a written grievance procedure to resolve student, parent, and teacher complaints;
21. Shall have a written procedure for resolving conflicts between the charter school and the local board of education;
22. Shall comply with the provisions of O.C.G.A. § 20-2-211.1 relating to fingerprinting and criminal background checks;
23. Shall remit payments to TRS on behalf of employees and shall employ teachers in accordance with TRS;
24. Shall ensure that if transportation is provided for its students, the school shall comply with all applicable state and federal laws;
25. Shall ensure that if the charter school participates in federal school meals programs, then it shall comply with all applicable state and federal laws and rules;
26. Shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185 and submit and obtain approval from the Georgia Emergency Management Agency;
27. Shall comply with the state facility requirements regarding site codes, facility codes, the submission of architectural plans for any new facility that the school may build or occupy during the charter term and all other facility requirements as established by the Department;
28. Shall be subject to all reporting requirements of O.C.G.A. § 20-2-160, subsection (e) of O.C.G.A. § 20-2-161, O.C.G.A. § 20-2-320, and O.C.G.A. § 20-2-740;
29. Shall be subject to an annual financial audit conducted by the state auditor or by an independent certified public accountant licensed in this state;
30. Shall designate a Chief Financial Officer that meets all requirements as established by the Charter Schools Rule 160-4-9-.05(2)(h)(1);
31. Shall secure adequate insurance coverage prior to opening and shall maintain such coverage throughout the charter term in accordance with the laws of the State of Georgia;
32. Shall acknowledge that all criteria used to calculate QBE funding may not be waived;
33. Shall ensure that 90% of QBE funds earned for out-of-system students enrolled in a virtual school must be spent on their instruction pursuant to O.C.G.A. § 20-2-167.1; and

DeKalb PATH 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 _____ day of _____, 202_.

Bonnie L. Biell
Governing Board Chair, Charter School

10/8/24
Date

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

Chair, DeKalb Board of Education

Date

Superintendent, DeKalb Board of Education

Date

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

Bonnie L. Biell
Governing Board Chair, Charter School

10/8/24
Date

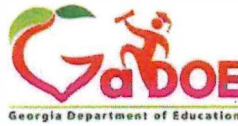
Chair, DeKalb Board of Education

Date

Superintendent, DeKalb Board of Education

Date

DeKalb PATH Academy
Chartered through DeKalb County School District



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

O.C.G.A. § 50-36-1(e)(2) Affidavit

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

- 1) X 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:

GA 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 Atlanta (city), GA (state).

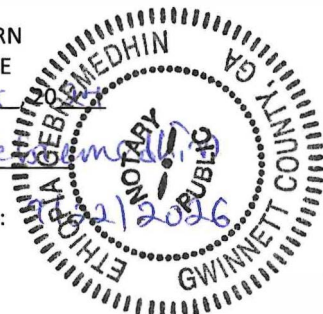
Bonnie L. Birrell

Signature of Governing Board Chair

Bonnie L. Birrell

Printed Name of Governing Board Chair

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
9th DAY OF October
Ethiopia Gebremedhin
NOTARY PUBLIC
My Commission Expires: 10/22/2026





Placeholder for signed Local Board of Education Resolution



**RESOLUTION OF GOVERNING BOARD OF DEKALB PATH ACADEMY
APPROVAL OF CHARTER SCHOOL APPLICATION**

WHEREAS, DeKalb PATH Academy (“the School”) seeks to provide a high-quality public education through its innovative educational program, focused on providing a safe, nurturing, and challenging learning environment that supports local immigrant and refugee families, by equipping students with the tools they need to pursue a life passion while enriching their community; and

WHEREAS, the Governing Board of DeKalb PATH Academy has reviewed the or renewal charter school application and accompanying documentation, including but not limited to the educational program, governance structure, financial plan, and community impact; and

WHEREAS, the Governing Board is committed to providing equitable educational opportunities, increasing student achievement, and ensuring that the school operates in compliance with applicable state and federal laws, as well as the guidelines established by DeKalb County School District and the Georgia Department of Education;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of DeKalb PATH Academy hereby approves the renewal application for charter school authorization and directs that it be submitted to DeKalb County School District and the Georgia Department of Education for consideration and approval.

BE IT FURTHER RESOLVED that the Board Chair or designee is authorized to sign the application on behalf of the Board and to take any necessary actions to ensure its successful submission and processing.

Signature Page to Follow



APPROVED AND ADOPTED by the Governing Board of DeKalb PATH Academy on this 8th of October, 2024.

Signed,

Bonnie Birrell, Chair
Governing Board of DeKalb PATH Academy

Bonnie L Birrell

Marvia Bright, Secretary
Governing Board of DeKalb PATH Academy

Marvia Bright