



Charter Renewal Package  
2018-2023 Charter Term

# CHARTER SCHOOL RENEWAL APPLICATION PACKAGE CHECKLIST

Your Charter School Renewal Application Package must comply with the following submission procedures.

- An Application Package includes an original and two copies of the following items:
  - APPLICATION COVER SHEET** (Use the form on page 6; the form may not be altered in any way).
  - CHARTER APPLICATION** (Your answers to the questions posed on pages 7-10).
    - 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 FORM AND SIGNATURE SHEET** (Use the Assurances Form and Signature Sheet below on pages 14-16; the Form and the Sheet may not be altered in anyway).
    - 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 17)
    - The original must be signed in blue ink; stamped signatures will not be accepted.
  - EXHIBITS** (See list of required Exhibits below on page 11).
    - Required Exhibits should be as limited in size as possible.
    - All Exhibits must be tabbed.
- Your Application Package must be bound by a binder clip; do not enclose your Application Package in a notebook, binder, or folder.
- Your Application Package must also include a USB drive that includes a:
  - Microsoft Word version of your Application Cover Sheet
  - Microsoft Word version of your Application and Exhibits
  - PDF Version of your Application Packet in the following order: Cover Sheet, Application, signed Assurances Form, and Exhibits
  - PDF version of your Locally-Approved Charter School Partners Roles and Responsibilities chart
  - Excel version of your completed Budget Templates

## CHARTER SCHOOL RENEWAL APPLICATION COVER PAGES

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

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

2013 \_\_\_\_\_ How many charter terms has the school been in  
existence? 1 \_\_\_\_\_

Name of Charter School: The GLOBE Academy \_\_\_\_\_

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

The GLOBE Academy, Inc. \_\_\_\_\_

Local school system in which charter school is physically located: DeKalb  
County \_\_\_\_\_

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### **Contact Information for the Governing Board Chair**

Contact Person: Sharon Camara \_\_\_\_\_ Chair  
Name Title

Contact Address: 2225 Heritage Dr NE, Atlanta, GA 30345 \_\_\_\_\_

Telephone Number: XXXXXXXXXXXXXXXXXXXX Fax Number: \_\_\_\_\_

E-mail Address: scamara.globe@gmail.com \_\_\_\_\_

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

Contact Person: Sharon Camara, Ph.D. \_\_\_\_\_ Chair  
Name Title

Contact Address: 2225 Heritage Dr NE, Atlanta, GA  
30345 \_\_\_\_\_

Telephone Number: XXXXXXXXXXXXXXXXXXXX \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: scamara.globe@gmail.com \_\_\_\_\_

# CHARTER SCHOOL RENEWAL APPLICATION

## EXECUTIVE SUMMARY

Name of Charter School: The GLOBE Academy

Proposed Charter Term Length: 5 years

Current Grade Range: K-7 Grade range at the end of the charter term: K-8

Expected enrollment at the end of the charter term: 1,248

This application was approved by DeKalb County Local Board of Education on \_\_\_\_\_, 201\_\_\_\_

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

	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
<b>Year 1</b>	144	144	144	138	67	84	96	96	64	0	0	0	0	977
<b>Year 2</b>	144	144	144	144	138	67	96	96	96	0	0	0	0	1,069
<b>Year 3</b>	144	144	144	144	144	138	96	96	96	0	0	0	0	1,146
<b>Year 4</b>	144	144	144	144	144	144	144	96	96	0	0	0	0	1,200
<b>Year 5</b>	144	144	144	144	144	144	144	144	96	0	0	0	0	1,248

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)
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)
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)

## 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.
2. Page 13 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.
  - You are urged to include any supporting charts, tables, or graphs that provide quantitative data.
  - 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.
3. Page 35 Describe the school's current financial situation. In your description:
  - Include an explanation of financial results.
  - 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.
  - 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.
4. Page 36 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;
  - Specific examples of decisions the school leader has made on behalf of the school;
  - How the governing board holds the school leader, any charter partners (ESP/CMO/EMO), and any independent contractors accountable; and
  - 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.
5. Page 38 Describe how the school provides state- and federally-mandated services to **students with disabilities**. Reciting the requirements of law and rule is insufficient. Your description must include the school's practices and procedures to:
  - Evaluate and identify students with disabilities;
  - Develop, review, and revise Individualized Education Programs (IEPs);
  - Integrate special education into the general education program;
  - Ensure that the school facility meets the requirements of other related laws including the Americans with Disabilities Act (ADA) and Section 504;
  - Address student discipline;
  - Handle programming disputes involving parents;
  - Ensure confidentiality of special education records;
  - Purchase services from special education vendors or to contract with your local

district to provide a continuum of special education services and how this arrangement will work; and

- Secure technical assistance and training.
6. Page 44 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.
  7. Page 46 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](#)?

	In-School Suspensions		Out-of-School Suspensions		Expulsions	
Ethnicity/Race	Number & Percentage of Total Population					
Latino Hispanic	0	0%	1	12.5%	0	0%
American Indian	0	0%	0	0%	0	0%
Asian / Pacific Islander	0	0%	1	12.5%	0	0%
Black / African American	8	50%	3	37.5%	0	0%
White	7	44%	2	25%	0	0%
Two or More Races	1	6%	1	12.5%	0	0%
<b>Total Population</b>	2081		20		2	

8. Page 47 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).
9. Page 48 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.

## PROPOSED CHANGES

10. If the answers given above to questions 1 - 9 reflect a change to any of the following, please provide the rationale for the change:
  - A. Page 51 **ACADEMIC CHANGES:**
    - The academic program and curriculum.
    - The use of waivers/innovations.
    - School programs – this includes Students with Disabilities, Gifted and Talented, English Learners, etc.

- Any assessments being used.
  - Any administrative positions.
- B. Page 54 **GOVERNANCE CHANGES:**
- The school’s governance structure.
  - The school’s governing board composition, including its diversity.
  - The school’s relationship with an Educational Service Provider or other Charter Partner.
  - The relationship with the local district.
- C. Page 56 **FINANCIAL CHANGES:**
- The school’s financial structure.
  - The school’s CFO.
  - The school’s relationship with any major creditors (e.g., landlords, investors etc.)
- D. Page 56 **OPERATIONAL CHANGES:**
- The school’s facilities – this should include any proposed expansion or renovations.
  - The school’s attendance zone and any enrollment priorities being used (see O.C.G.A. § 20-2-2066(a)(1)).
  - Whether the school’s students, faculty, and staff reflect the diversity of its attendance zone.
  - Whether the school will utilize a weighted lottery to provide an increased chance of admission for educationally disadvantaged students pursuant to O.C.G.A. § 20-2-2066(a)(1) and State Board Rule 160-4-9-.05(2)(g).
  - Any services provided to students such as transportation, food service, etc.
  - The grades the charter school will serve. Please note this includes adding additional grades or reducing current grades.

## LOOKING TO THE FUTURE

11. Page 59 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.

## EXECUTIVE SUMMARY

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.

### State the charter school's mission

VISION: To develop globally minded citizens who have the knowledge, skills and attitude to effect positive change in our world. MISSION: The GLOBE Academy (GLOBE) fosters Global Learning Opportunities through Balanced Education for children of all backgrounds. With a focus on dual-language immersion, an experiential-learning model and a constructivist approach, GLOBE inspires students to be high- performing lifelong learners equipped to make a positive impact in the world.

### Describe why this initiative is important to the community it serves. Also provide a brief description of any defining features of the school.

GLOBE is a dual language immersion (DLI) charter school, and the only school in DeKalb County to offer three different language tracks (Spanish, French, and Mandarin). Less than one percent of schools in Georgia offer DLI academic programs and GLOBE is one of only three schools in the state solely dedicated to DLI. GLOBE students in grades K-5 spend 50% of instructional time in a second language, and learn grade level content in both languages. Currently, GLOBE serves grades K-7 at two campuses in DeKalb County and will add grade 8 in the 2018-2019 school year.

Our focus is on language for multiple reasons. First, language is one of the strongest components of culture and is a window into the thoughts, beliefs and mindsets of others. Besides mastering a second language, immersion students are more aware of and show more positive attitudes towards other people and cultures. In addition, research<sup>1</sup> has substantiated academic and cognitive benefits of DLI programs for both native English speakers and English-language learners. GLOBE's unique and innovative model allows students the opportunity to learn language through hands-on, contextualized experiences. In a

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<sup>1</sup> Collier, V., & Thomas, W. (2017). Validating the Power of Bilingual Schooling: Thirty-Two Years of Large-Scale, Longitudinal Research. *Annual Review of Applied Linguistics*, 1-15  
Research Papers, Monographs, and Project Publications the State of Languages in the U.S.: A Statistical Portrait

constructivist learning environment, children play an active part in their learning, through engaging with peers, adults and their environment in purposeful ways. They learn more, enjoy learning more, and their learning environment promotes both communication and collaboration. Other benefits of dual-language schools include greater development of cultural community, higher teacher job satisfaction, and more parent engagement.

Include how stakeholders were involved in the petition process and how they will continue participating.

The charter renewal committee is made up of key stakeholders and includes board members, school administrators, faculty, staff, and parents. GLOBE promotes ongoing communication and education between our parent community and board members. Efforts are made on a regular basis to share information and garner input. Over the course of the 2016-2017 school year, GLOBE held a series of open sessions to inform stakeholders about the petition process and solicit input and feedback. In its initial charter term, GLOBE's results are among the highest performing schools in the county. Annual lottery applications are three times (Kindergarten) to 17 times (first and 6th) the number of available spaces, showing that our community sees value in the education provided at GLOBE.

1. Describe the charter school's academic program, specifically focusing on why it is innovative in your school district(s). (from DeKalb app: and more specifically, about the schools students currently attend. How will this school be academically different from the traditional public schools within the community?) 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.

Describe the charter school's academic program, specifically focusing on why it is innovative in your school district(s). (from DeKalb app: and more specifically, about the schools students currently attend. How will this school be academically different from the traditional public schools within the community?)

At GLOBE, language learning is experienced through learner-centered classrooms where students engage in conversations in the target language. These exchanges are "meaningful" in that students' spoken language has a purpose. GLOBE students are not simply repeating or memorizing language; rather, they are exceeding Georgia's academic language requirements while manipulating and using language as a vehicle to share or acquire unknown information. In addition, through exchanges,

celebrations, and collaborations with teachers and staff, students learn about other cultures, people, places and geography, and ways of doing and being, giving them a crucial starting point for understanding differences of all kinds and becoming positive global citizens. GLOBE's curricula follow the Georgia Standards of Excellence. This means that in DLI classrooms, GLOBE achieves these standards with 50% of the content instructed in another language.

GLOBE's constructivist methodology also promotes learning. GLOBE uses Reader's and Writer's workshops to facilitate balanced literacy in both the target and English language classrooms. GLOBE uses best practices of the Reading and Writing Workshop developed by Lucy Calkins at Teachers College, Columbia University. Teachers use a "mini-lesson" to introduce new concepts in reading and writing skills. Students then work individually or in small groups on assignments specific to their reading and writing level. The act of reading independently and writing independently in the classroom is key to developing literacy skills. During work time, teachers work with students one-on-one or in small groups, guiding the work and providing feedback. Teachers closely monitor a student's individual progress in order to select books and assignments that are appropriate for their level. Not only are students developing their reading and writing skills, but they are also actively engaged in the learning process and on their way to becoming lifelong readers and writers.

Students are constantly engaging in debates and conversations about differences and opinions in both the workshop model and each class incorporates morning meeting practices where adults and children build community and trust, merge social and academic learning, and practice key academic skills.

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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.

A sample of state law and SBOE rule waivers that needed to implement the academic program may include:

• Class-size and Reporting requirements (O.C.G.A. § 20-2-182)
• Direct Classroom Expenditures and Expenditure Controls (O.C.G.A. § 20-2-171 and SBOE Rule 160-5-1-.29)
• Program Enrollment & Appropriation (O.C.G.A. § 20-2-160)
• ELL Program Requirements (O.C.G.A. § 20-2-156 and SBOE Rule 160-4-5-.02)
• Educational Programs (O.C.G.A. § 20-2-152 to 20-2-155 and SBOE Rule 160-4-2-.38)
• Organization of Schools; Middle School Programs; Schedule (O.C.G.A. § 20-2-290)
• Competencies and Core Curriculum, Online Learning (O.C.G.A. § 20-2-141.1, O.C.G.A. § 20-2-142 and SBOE Rule 160-4-2-.48)
• Salary Schedule requirements (O.C.G.A. § 20-2-212)
• Certification requirements (O.C.G.A. § 20-2-108, O.C.G.A. § 20-2-200, O.C.G.A. § 20-2-201, O.C.G.A. § 20-2-204)
• Categorical Allotment requirements, Article 6 of Chapter 2 of Title 20 (O.C.G.A. § 20-2-183 to 20-2-186)

Given GLOBE’s unique DLI model, GLOBE needs the flexibility to hire staff members who may not meet state or district requirements, but who are highly qualified and either native or fluent in a foreign language. GLOBE regularly reflects on how well the model serves students. With each year that passes and as new research on dual language immersion emerges, GLOBE adjusts and iterates curriculum and instructional practices. It is imperative to remain flexible and routinely enhance instruction through best practices.

2. 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.

Describe the charter school’s organizational structure specifically focusing on its innovation and need for flexibility

The school is organized with a Head of School (HOS) who reports to the Board of Directors (board). Reporting to the HOS is an Operations Team, including the Chief Financial Officer (CFO), Business Manager, Registrar, Receptionists, and an Administrative Team. The Administrative Team is made up of an Assistant HOS for each campus (upper and lower), a Language Specialist, a Data Specialist, and a Curriculum Specialist. GLOBE values the autonomy to hire staff and assign roles that encourage shared leadership and provide ongoing opportunity for growth. On each campus, a faculty of lead teachers

and teaching assistants provide instruction to students within the immersion model.

Flexibility in staffing allows GLOBE to bring in lead teachers who are native speakers of their language. Our language teaching assistants (TAs) generally come to us through partnerships with organizations with international reach that are able to coordinate directly with their home countries, and enjoy a supportive environment in which they can hone instructional pedagogy in both content and language. The 50/50 language model (50% of instruction in English, 50% of instruction in the target language) promotes collaboration between English and language teachers in planning, grading, and supporting the classes they teach. In addition, GLOBE'S Building Leadership Team made up of representative faculty members fosters a strong connection between grade levels and administration.

GLOBE has a Parent Teacher Organization called the Parent Teacher Community Council (PTCC). It is comprised of both parents and teachers with the goal of supporting the learning environment and unique culture of GLOBE. Parents are encouraged to volunteer at least 10 hours per year at the school (and they do!) and many participate in various committees within the school.

General partnership structure with an educational service provider (ESP) if any

GLOBE does not utilize an Educational Service Provider.

The school's community interest and need

Regarding community interest and need, GLOBE receives many more student applications each year than we have available openings. We have 3 points of entry for new students via our lottery: Kindergarten, first grade and sixth grade. For Kindergarten, we receive almost 3 times the number of applicants needed to fill our program. In first and sixth grade, GLOBE receives 17 times more applicants than there are available slots. We tour over 600 prospective parents each year and field over 1,000 phone and email inquiries from the community. During admissions season (November to March), the How to Apply section of the GLOBE website has over 3,000 unique views.

## 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 (*from DeKalb app: the DeKalb Board of Education and*) the State Board of Education with your charter petition, so please ensure it is accurate.

GLOBE’s Accountability Report has been 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.  
(*From the DeKalb app:*)
    - *Address the school’s performance in comparison to traditional schools.*
    - *Address the school’s performance in comparison to state expectations.*
    - *You are urged to use the DCSD Charter School Annual Report Poverty Regression Analysis.)*
    - You are urged to include any supporting charts, tables, or graphs that provide quantitative data.
    - 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.

Academically, GLOBE is proud of student accomplishments thus far. Below is a detailed review by year of Milestones, MAP testing and AAPPL language test results. Keep in mind that for GLOBE DLI students, 50% of the content instruction received to achieve these scores was in another language.

2013-2014 (GLOBE: Grades K-3):

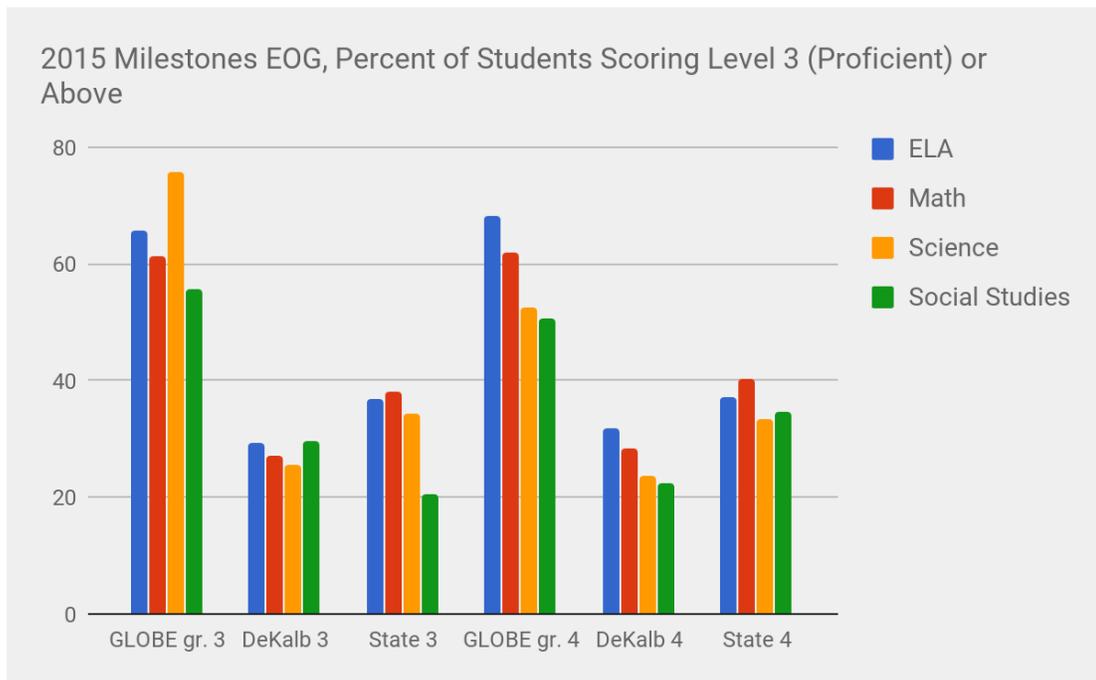
<b>Mean Scale Scores on Georgia CRCT for GLOBE 3rd Graders, 2014, Compared to Georgia and DeKalb County Results</b>			
	GLOBE	DeKalb County	Georgia
Reading	857.5	835.0	843.3
Language Arts	841.82	825.81	834.31
Math	848.54	825.78	842.74
Science	845.32	817.45	830.31
Social Studies	835.16	822.78	833.99

In year one, 3rd grade students took the Georgia CRCT to measure student proficiency in the

Georgia Performance Standards in April 2014. The test measured the areas of Reading, Language Arts, Math, Science and Social Studies. In every subject, students at GLOBE on average surpassed the achievement of other 3rd graders in the county and the state of Georgia. A greater percentage of GLOBE students met or exceeded the standard in all the tested areas. The target passing scale for each subject was 800 and GLOBE mean scores were well above 800 in every tested subject.

To determine how GLOBE compared nationally to other schools in the first year, one can look at MAP scores (Measures of Academic Progress). Students are assigned an RIT score, based on the Rausch Learning continuum. Students in grades K-3 took the MAP test twice during GLOBE’s first year. Winter scores (January 2014) established a baseline. Spring (May 2014), provided the first measure of growth. Spring mean RIT scores were higher in both reading and math than the national mean RIT scores for each grade level.

2014-2015 (GLOBE: Grades K-4):



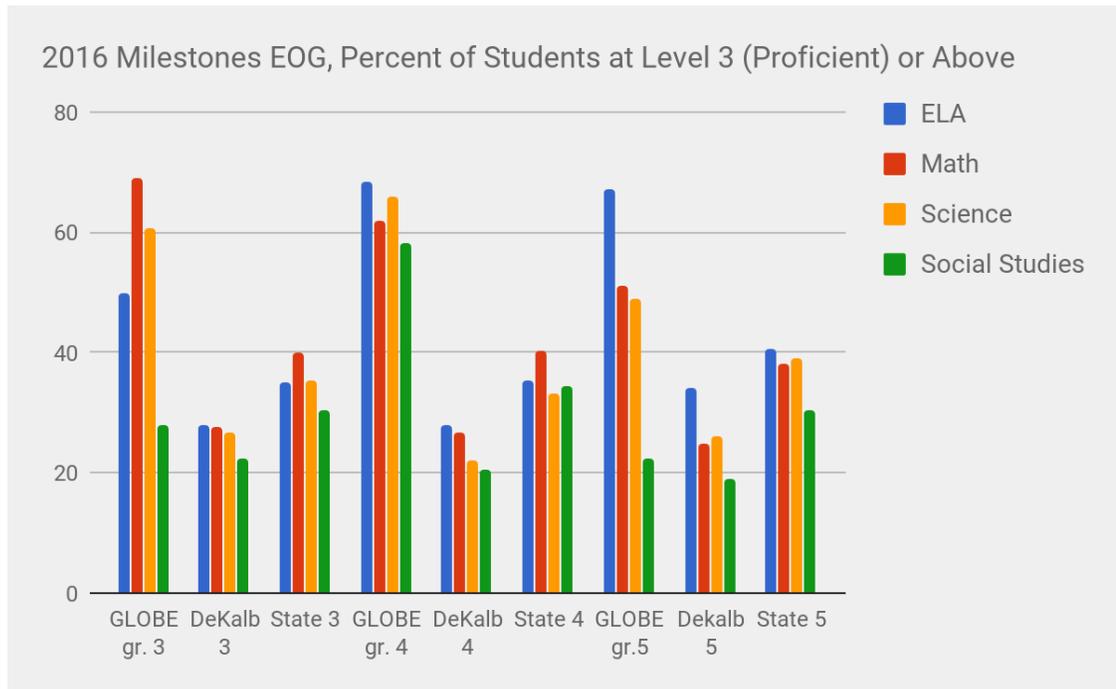
In the spring of 2015, at the end of GLOBE’s second year, the state of Georgia no longer utilized the CRCT, but switched to the End of Grade Georgia Milestones test to measure proficiency on the updated Georgia state standards. Third and fourth grade students at GLOBE took this test. Students were assessed at one of four levels: Beginning Learner, Developing Learner, Proficient Learner, or Distinguished Learner. Students were tested in English/Language Arts, Math, Science, and Social

Studies. When comparing the percent of students in each grade level who scored Proficient and above, GLOBE surpassed the numbers at the DeKalb County and Georgia state levels in all subjects.

MAP scores for Spring 2015 as compared to NWEA Nationwide results				
Grade Level	National RIT Mean Scores for Reading	GLOBE Mean RIT scores for Reading	National Mean RIT Scores for Math	GLOBE Mean RIT Scores for Math
K	157.7	165	159.1	165.2
1	176.9	187.6	179.0	191.7
2	189.6	198.7	191.3	198.2
3	199.2	211.3	203.1	212
4	206.7	214.9	212.5	217.1

GLOBE also administered the MAP test in spring of 2015 to all grade levels (K-4). In 2015, GLOBE continued to score above the National Mean RIT scores in both subjects.

2015-2016 (GLOBE: Grades K-5):



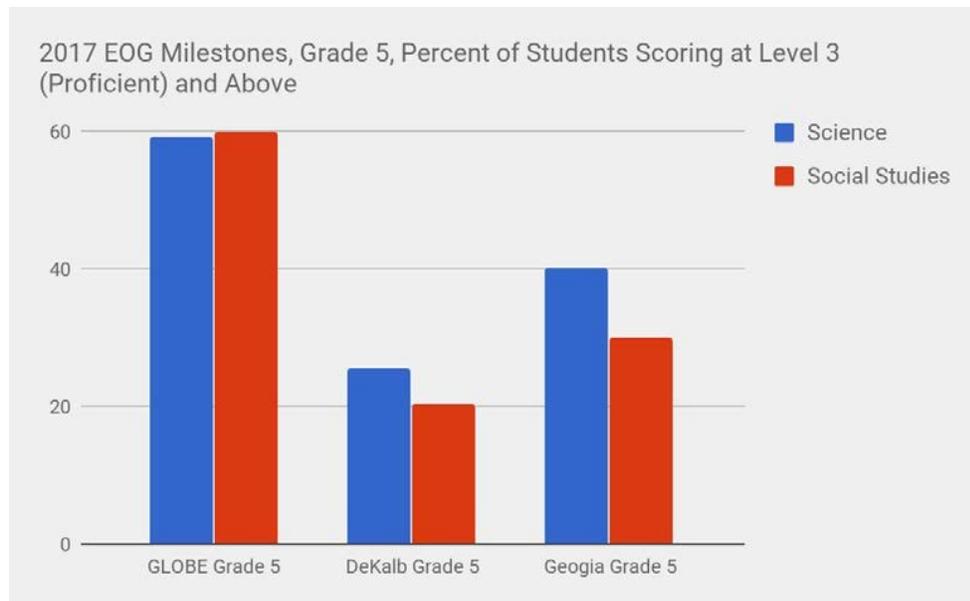
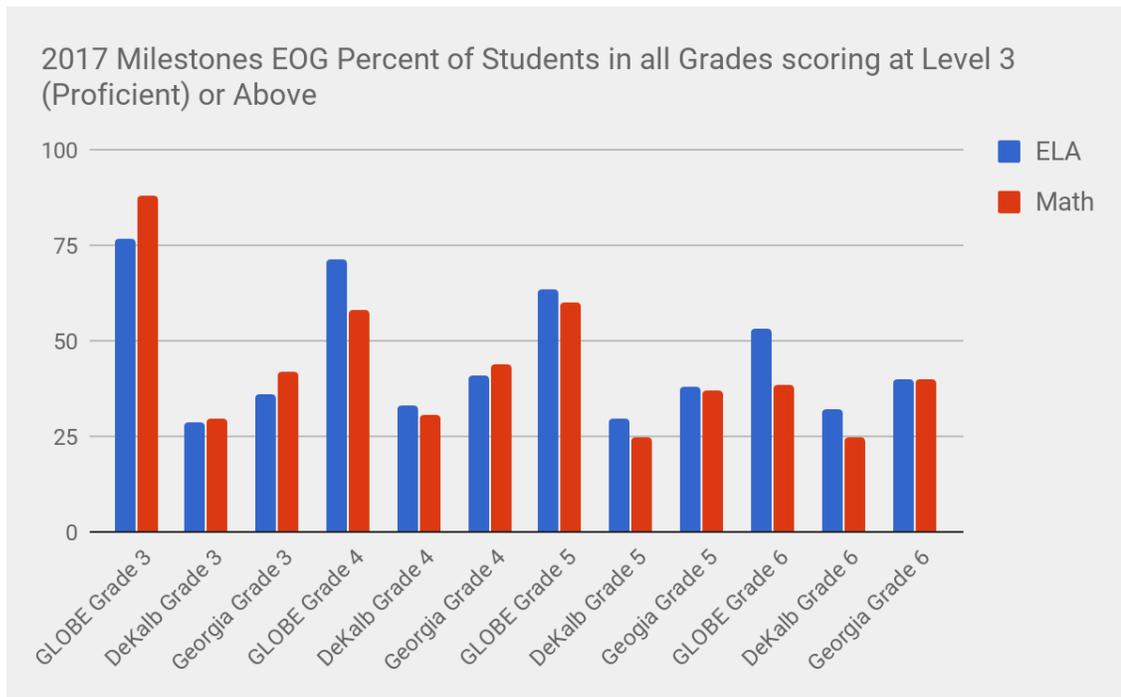
In the Spring of 2016, grades 3, 4, and 5 took the End of Grade Georgia Milestones test. The score results were similar to the scores from 2015. Regarding the percentage of students who were determined to be Proficient Learners and above (as identified by GADoE descriptors), GLOBE exceeded both the county and state average percentages in ELA, Math, and Science. In Social Studies, GLOBE 4th graders are above the county and state average percentages for students in the Proficient

Learner and above categories. GLOBE 3rd and 5th graders also top the county percentages in that category, but the percentage of students in those grades that were Proficient or Distinguished is slightly lower than the state level.

<b>MAP scores for Spring 2016 compared to NWEA National results</b>				
<b>Grade Level</b>	<b>National RIT Mean Scores for Reading</b>	<b>GLOBE Mean RIT scores for Reading</b>	<b>National Mean RIT Scores for Math</b>	<b>GLOBE Mean RIT Scores for Math</b>
K	158.1	165.7	159.1	166.2
1	177.5	182.4	180.8	186.8
2	188.7	200.1	192.1	198.2
3	198.6	207.8	203.4	211.3
4	205.9	219.6	213.5	220.3
5	211.8	220.1	221.4	227.1

For MAP testing, NWEA implemented new norms in the fall of 2015. GLOBE students continued to be consistent in averaging RIT scores that top the national averages in both reading and math.

2016-2017 (GLOBE Grades K-6):



Only Students in Grade 5 took Science and Social Studies in 2017. The chart above shows GLOBE results for Science and Social Studies, compared to the county and state.

In 2016-2017, DeKalb County schools began using the MAP test three times each year to measure student academic growth. Since GLOBE had already adopted the use of MAP testing, GLOBE was now able to measure student achievement and growth via MAP as one metrics for comparison to

the county.

<b>MAP scores for Spring 2017 as compared to NWEA Nationwide results and DeKalb County</b>						
Grade Level	National RIT Mean Scores for Reading	DeKalb County Mean RIT scores for Reading	GLOBE Mean RIT scores for Reading	National Mean RIT Score for Math	DeKalb County Mean RIT scores for Math	GLOBE Mean RIT Scores for Math
K	158.1	155	166.2	159.1	155	167
1	177.5	173	186.1	180.8	175	188.1
2	188.7	184	190.6	192.1	191	194.3
3	198.6	191	212.6	203.4	195	215.1
4	205.9	198	216.2	213.5	203	221.4
5	211.8	203	219.3	221.4	211	227.4
6	215.8	206	221.9	225.3	212	225.7

As of 2016-2017, GLOBE can now assess scores in comparison to both the national norms and DeKalb County, and see that GLOBE students exceeded both the National mean and the DeKalb County mean scores on MAP.

Comparison to State Targets

In 2015, Georgia adopted the End of Grade (EOG) Milestones test and discontinued the use of the CRCT. In both 2015 and 2016, GLOBE students exceeded the state target in English/Language Arts, Math, and Science. In 2016, while 4th graders surpassed the target in Social Studies, 3rd and 5th graders were short of the state target. GLOBE teachers began to incorporate more innovative teaching strategies to address the weaker points identified by the test scores.

In response to weaknesses noted in Milestones scores, revised units of study were created by GLOBE teachers with the support of a consultant who had extensive expertise in DLI. These units integrate social studies and science content into writing projects. English teachers and language teachers work together to make sure that the vocabulary required in the content areas is covered in both classes. In 2016-2017, the integrated units were used in grades K – 4. Social studies and science teachers in the higher grades used more re-enactments, project based units, and hands-on activities to help the content come alive

for the students. This allowed more time to present the relevant content. GLOBE also added a full-time curriculum coordinator in 2016-2017 who met regularly with teachers at all grade levels to provide coaching and support.

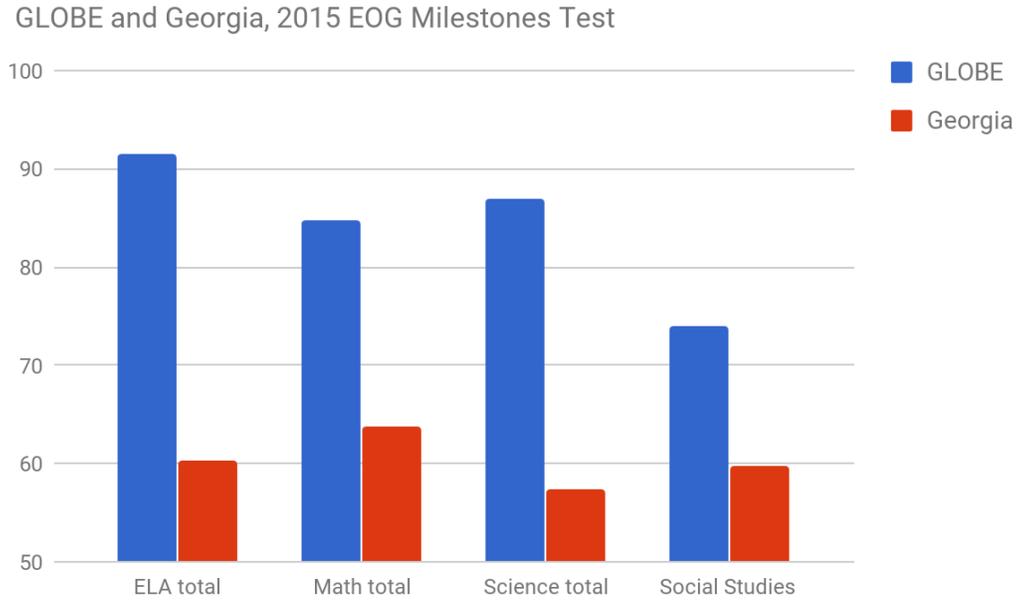
Unfortunately, Science and Social Studies were not tested on the 2017 Georgia Milestones EOG test for grades 3, 4, or 6. Only grade 5 took those sections on the test, so we do not have the comparison that would allow us to track improvement in these two subjects from the previous year for grades 4 and

#### 6. Target Percentages on the Milestones EOG test

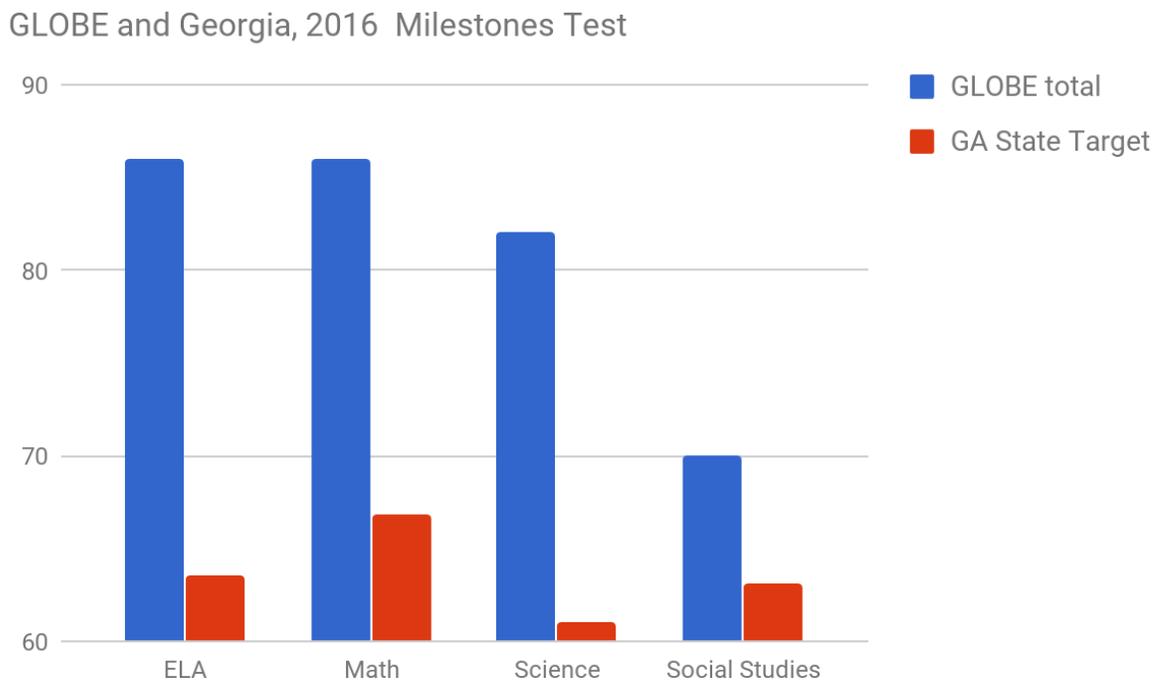
In 2014-2015, Georgia established a target goal for each year for the Georgia EOG Milestones Test. The target goal for state achievement increases by approximately 3 percentage points each year. The targets reflect the percentage of students scoring at levels 2, 3, and 4 on the Milestones test, and are determined by a formula prepared by the state of Georgia. As evidenced by the charts included below, GLOBE met the Georgia targets each year for 2014-2015 and 2015-2016.

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Comparison of EOG Milestones scores and Georgia Target Percentages in 2015 (Grades 3,4)



Comparison of EOG Milestones scores and Georgia Target Percentages in 2016 (Grades 3,4,5)



Comparison of EOG Milestones scores and Georgia target percentages in 2017 for students scoring Level 2 (Developing) and Above

	<b>Grade 3 - GLOBE</b>	<b>Georgia state Target</b>	<b>Grade 4- GLOBE</b>	<b>Georgia state Target</b>	<b>Grade 5 GLOBE</b>	<b>GA state Target</b>	<b>Grade 6 GLOBE</b>	<b>GA State Target</b>
<b>ELA</b>	97.8	66.9	94.7	66.9	91.4	66.9	83.8	66.9
<b>Math</b>	97.8	69.8	96.1	69.8	92.5	69.8	88.2	69.8
<b>Science</b>	N/A	N/A	N/A	N/A	83.9	60	N/A	N/A
<b>Social Studies</b>	N/A	N/A	N/A	N/A	88	60	N/A	N/A

In 2017, EOG Milestones in Science and Social Studies were only required for grades 5 and 8. As GLOBE only serviced grades K-6 in the 2016-17 school year, grade 5 is the only grade that took Science and Social Studies tests. Other grades took only ELA and Math. GLOBE scores are listed above and exceed state targets in all areas.

CCRPI

To look at GLOBE’s performance overall in comparison to other traditional schools, it is helpful to look at GLOBE’s CCRPI (College and Career Ready Performance Index) scores, which is what the GaDOE uses to rank and evaluate schools. CCRPI is a comprehensive school improvement, accountability, and communication platform for all educational stakeholders that will promote college and career readiness for all Georgia public school students.

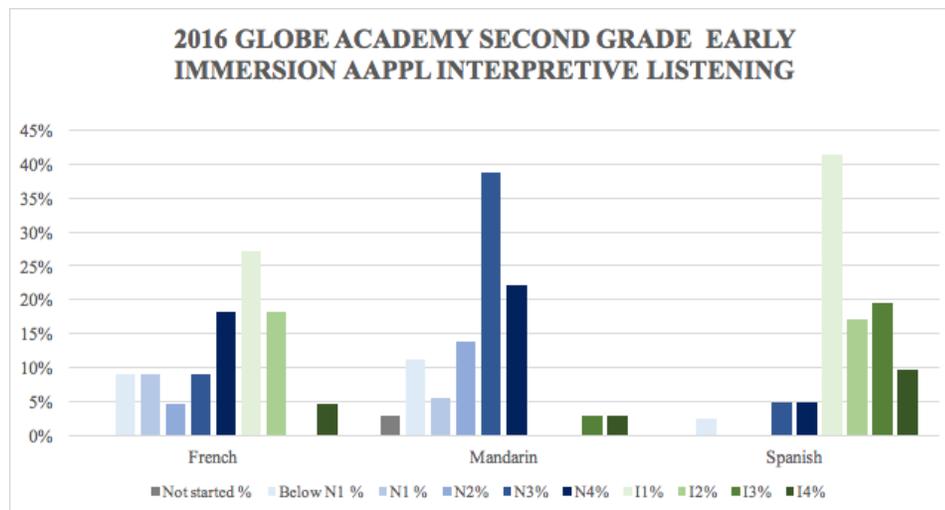
<b>CCRPI Scores</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
GLOBE	76.4	88.9	84.1
Georgia	72.7	76	71.4
<i>DeKalb County</i>	<i>63</i>	<i>65.7</i>	<i>63.1</i>

GLOBE has had three years of CCRPI scores. In 2014, GLOBE placed 14th in DCSD Region 2, which is the most comparable district, and includes mostly traditional schools. In the next two years, 2015 and 2016, GLOBE rose to be 3rd and 4th in the district. Scores for 2017 are not yet available. GLOBE has continually surpassed the Georgia State Averages for CCRPI. While GLOBE has very high scores overall, GLOBE did not beat the odds in 2016. To address this, we are working to improve our

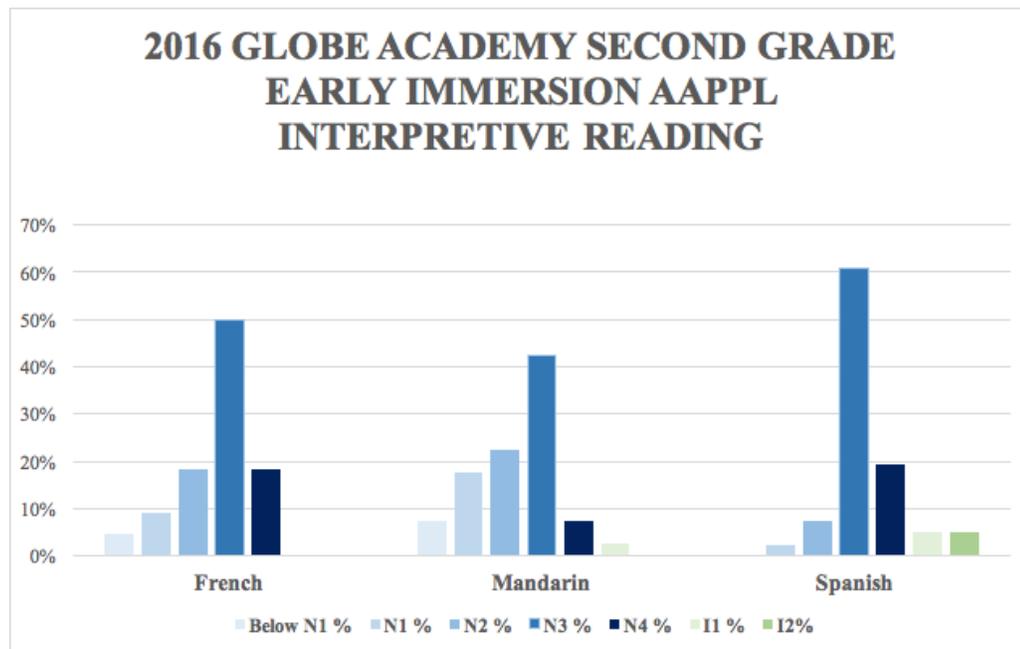
milestone scores. In addition, we are increasing communication to raise awareness about the availability of Free and Reduced Lunch (FRL) program to assure that families that qualify enroll and to assure that our percentage of families that qualify are accurately represented.

Language Testing

GLOBE utilizes the American Council on Teaching of Foreign Languages (ACTFL) Assessment of Performance toward Proficiency in Language (AAPPL) Measure in Interpretive Reading and Interpretive Listening as defined by the National Standards for Foreign Language Learning for language acquisition assessment. This language test contains linguistic tasks on subjects with social, academic, and personal relevance. Each task in the test reflects something heard or read that would take place within the language classroom environment. Decisions on which grades to test using the AAPPL were made based on various factors: Kindergarten and 1st grade students were not provided this test as oral communication skills are the primary focus and students in those grades lack the baseline written language skills needed. For the first AAPPL testing in 2016, CogAT tests were also being administered to all students in 1<sup>st</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> grade. GLOBE decided not to add extra tests in those grades. Students in 4<sup>th</sup> and 5<sup>th</sup> grades were not in 50/50 immersion. Thus, the decision was made to only test 2<sup>nd</sup> graders, as 2nd grade did not have state



tests, and in 2017 only 2<sup>nd</sup> and 4<sup>th</sup> graders were tested, for the same reasons.



Above you can see a breakdown of the 2016 scores by language and level.

From 2016 to 2017, the percentage of students performing in the Intermediate Low (IL) to Intermediate High (IH) range has increased in both listening and reading. In 2016, 27% of students scored intermediate low to high, and in 2017, 40% of students scored in the intermediate low to high range. In 2017, several students tested in fourth grade were 'late immersion students', as they did not attend the program from grades K-1. All second grade students tested were 'early immersion' students. In the overall comparison of AAPPL results in the two years, 2016 and 2017, GLOBE has shown increasing percentage of higher level scores, despite 2017 data including the fourth-grade late immersion students.

Starting in spring 2018, we will be testing using AAPPL every year for 2<sup>nd</sup>-8<sup>th</sup> grades. Students will be tested in language not only to look at the effectiveness of our language program, but also to track consistency in our program and evaluate teaching strategies for ongoing improvement. Given that the two oldest grades at GLOBE are not in 50/50 immersion, in the coming years, GLOBE should see increasing scores as students who were in language immersion since either Kindergarten or 1st Grade progress through the immersion program.

### **Selection of AAPPL as a testing tool**

Research indicates that children's comprehensive skills evolve quicker in language acquisition,

as do receptive skills such as listening, before reading. This is evident in GLOBE's scores where, across all language tracks, GLOBE students' listening scores are higher than reading. GLOBE scores show consistency with natural language learning processes. The AAPPL test measures are linked to the World-Readiness Standards for Learning Languages and the ACTFL Performance Descriptors for Language Learners, where normally students stay within the Novice to Intermediate range in Grades K-6.

AAPPL test takers receive a separate score for each component or mode assessed. AAPPL Measure scores range from N-1 (low range of Novice) through A (the beginning end of the Advanced range). GLOBE expects to see students progressing through these levels as they grow at GLOBE.

Within the Novice level, the scores are N-1, N-2, N-3, and N-4. A score of N-1 reflects the abilities described as Novice Low in the ACTFL Proficiency Guidelines 2012. Scores of N-2 and N-3 reflect Novice-Mid abilities, with N-3 being a stronger performance within the Novice-Mid range; N-4 reflects Novice-High abilities. This means that a learner who receives the score of N-4, in addition to performing all Novice level functions fully, also shows performance at the Intermediate level, but not consistently.

Within the Intermediate level, the scores are I-1, I-2, I-3, I-4, and I-5. A score of I-1 reflects the abilities described as Intermediate Low in the ACTFL Proficiency Guidelines 2012. Scores of I-2, I-3, and I-4 are all in the Intermediate-Mid range. Given that the Intermediate Mid represents a broad range of abilities, the delineation allows learners and teachers to determine where the performance falls within that broad range and to track progress within that range. I-5 reflects Intermediate High abilities. This means that a learner who receives the score of I-5, in addition to performing all Intermediate level functions fully, also shows performance at the Advanced level, but not consistently. Learners are presented with Advanced-level tasks on Form B so that they are given the opportunity to provide evidence of performance at that level.

According to ACTFL, the AAPPL scores can be used as follows:

AAPPL scores are an indication of a learner's language ability within the Novice, Intermediate and Advanced ranges. Scores can be used to establish baseline levels at the beginning of a course or at key milestones in a program to provide evidence of a learner's performance as one

progresses along the proficiency continuum. AAPPL scores document whether learners and programs are reaching designated benchmark levels and therefore can be used to evaluate the alignment of curricular learning targets with actual learner performance and with national or state standards. AAPPL scores are appropriate to award credit by examination or for program placement purposes, for example, for heritage learners.

*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.*

The original charter petition for GLOBE included several measures that were either not feasible to implement, or were not crafted in consideration of the operational and growth needs of a new school. To complicate matters further, the goals listed in the petition were simply summarized in the initial charter contract; specific details explaining the achievement of those goals were not included, leaving the final goal statements difficult to understand and even more difficult to execute.

One example of a goal that was not feasible is the measure on MAP testing (Academic Goal 2, Measure 1): “The percentage of students who meet or exceed their RIT growth targets on MAP testing...will increase by 5% each year of the charter term.”

- In Year 1, GLOBE students exceeded the national RIT mean for both reading and math in every grade level. When a school has very high scores, it is not realistic to expect that the scores will continue to increase by 5% each year.
- A MAP testing goal which states, “For each year of the five-year charter term, 65% of all students tested will meet or exceed their RIT growth learning projections, as developed by NWEA” would be more practical. Assessing that students are meeting or exceeding growth projections is a realistic goal that demonstrates year over year growth and academic progress.

Some additional goals that were not able to be executed as written are as follows:

1. Academic Goal 5, Measure 1: “By the end of years 1, 3, and 5, 80% of students will achieve at least a novice-mid level, intermediate-low level, and advanced-low level, respectively, on written and oral second language proficiency...”
  - As originally written, K-3rd grade students were grouped together for Year 1 fluency. However, only grades K-1 were enrolled in immersion classrooms that year, resulting in unachievable expectations for grades 2 & 3. In addition, oral language skills are gained earlier

than written skills; it is therefore unrealistic to expect that kindergarteners could achieve equal proficiency in both areas at the same time.

- Further aspects of the goal speak to the proficiency of 5th and 7th graders, respectively, at the end of years 3 and 5. Both of these goal components highlight the original 3rd grade class - students who have never been in an immersion classroom. These grade levels also contain students who entered GLOBE after the first year. To expect 80% proficiency at an intermediate or advanced level for students who are only exposed to language 1 period/day is an aggressive timeline at best. This charter goal does not effectively capture the success GLOBE has seen in student language growth. Current results on the language proficiency tests (as shown above) reflect continuous growth in student achievement levels. GLOBE continues to refine the language program and methods of assessment, and will utilize additional information from DLI schools such as in Utah and St. Louis, where programs have been in place for longer periods of time.

2. Academic Goal 5, Measure 2: “Each year of the charter term, at least 97% of students will demonstrate global competency and understanding by completing at least 1 project that requires comparison and analysis of different cultures and by participating in at least 5 cross-cultural exchanges with pen-pals via Skype, email, or letter writing.”

- In the original charter petition, this goal is separated into two discrete achievement measures, one for global competency, and one for global understanding. The aspect of global understanding, as demonstrated through projects reflecting the analysis of cultural practices and traditions, has been implemented successfully at GLOBE since Year 1. The second portion of the measure, which includes cross-cultural exchange, has been more challenging to implement fully and consistently. This portion requires central coordination to develop and validate relationships, integrate communications into curriculum maps, and monitor student activity. It also presumes a specific activity for teachers to integrate into their curriculum rather than allowing flexibility in defining activities that align with curriculum. Some classes did initiate exchanges, but not all. GLOBE values global competency, and this continues to be

a focus of our mission. Upcoming strategic planning activities will review this goal with the intent of determining appropriate metrics for measuring growth.

3. Academic Goal 5, Measure 3: “Each year of the charter term, at least 95% of students will complete 10 annual hours of community service in grades K-5 and 20 annual hours of community service in grades 6-8.” This measure has not been fully implemented as written. In the original petition, the goal was intended to enable GLOBE students to have a positive impact in the community, and required time during the school day to be devoted to service learning projects. However, GLOBE teachers have come to realize that allocating 10-20 hours of classroom learning to community service projects has the potential to impact adequate academic progress. The goal has been fully implemented in certain grades, where community service projects align with academic standards. At present, all GLOBE students participate in some community service each year, and there are school-wide opportunities such as donations and drives to encourage an awareness of those in the greater community. Parents are asked to contribute 10 or more hours of volunteer time to GLOBE each year, and many do. In many instances parents also include their students in the volunteer effort. In addition, students at the Upper Campus (grades 4-7, currently) attend Community Service Days twice per year, where they partner with community organizations and volunteer for the day. GLOBE continues to explore how community service opportunities can be further woven into our constructivist approach to learning and/or achieved by alternate creative means.

The original charter contract required a number of standardized tests to measure academic success that have since been abandoned. The CRCT has been replaced by the Georgia Milestones EOG test, the ITBS test has been discontinued for all uses except Gifted qualification, and the 5th and 8th grade writing assessments have been abolished. GLOBE now uses scores on the Milestones test to evaluate success, using comparison data from the DeKalb County School District and the state of Georgia.

- Academic Goal 1, Measure 3: “During each year of the charter term, the percentage of students scoring in the exceeds category on the CRCT in all grade levels and subject areas will exceed the baseline average by 3%.” The first year that GLOBE tested students was 2014. This would have been the baseline year for the third graders, however it was the last year

Georgia utilized the CRCT. As a result of this change, it is not possible to compare scores from 2015 to the scores in 2014. 2015, then, is the baseline year for both 3rd and 4th graders testing at GLOBE. Each year, thereafter, as another grade was added, that year became the baseline for that grade level. (Note, in 2017, only 5th grade students took the Science and Social Studies portions of the Georgia Milestones EOG, as per state directive.)

	% of 3rd Graders scoring proficient and above on EOG in 2015	% of 3rd Graders scoring proficient and above on EOG in 2016	% of 3rd Graders scoring proficient and above on EOG in 2017	% of 4th Graders scoring proficient and above on EOG in 2015	% of 4th Graders scoring proficient and above on EOG in 2016	% of 4th Graders scoring proficient and above on EOG in 2017	% of 5th Graders scoring proficient and above on EOG in 2016	% of 5th Graders scoring proficient and above on EOG in 2017
ELA	65.7	50	76.9	68.3	68.4	71.1	67.3	63.4
Math	61.4	69.1	87.9	61.9	62	57.9	51.0	60.2
Science	75.7	60.6	NA	52.4	65.8	NA	49.0	59.1
Social Studies	55.7	28	NA	50.8	58.2	NA	22.4	59.8

- In 2015, the 3rd and 4th graders who took the Milestones test were the cohort that is not in 50/50 immersion and only had instruction in the target language for 20% of class time. 80% of instruction was conducted in English. In 2016, 4th graders only had 20% of instruction in the target language, while 3rd graders received 50% of instruction in the target language. Scores for the 4th grade held constant (ELA and Math), or improved by more than 14% (Science and Social Studies). The percentages of 3rd graders scoring Proficient and above in each subject decreased, however, except for Social Studies, all students continued to meet state targets in each subject area. This was the first year of data reflecting the immersion model of instruction. 2017 results allow comparison of both 3rd and 4th graders in the immersion model. There are now units of study in place for all grade levels, which incorporate Social Studies and Science standards and goals. Daily schedules give 3rd and 4th graders more uninterrupted time in these subjects. Implementation of a stronger curriculum and better scheduling should leave to a new trend and improved scores.

- Academic Goal 2, Measure 2: “The percentage of students who meet or exceed annual growth goals in the national percentile value on the ITBS assessment will increase by 5% each year of the charter term.” In 2016, Dekalb County Schools discontinued the use of the ITBS to measure student achievement. GLOBE will go forward using MAP tests to determine student growth and will continue, as shown above, to compare results to both Dekalb County and national norms.
- Academic Goals 3 & 4: “The Charter School will demonstrate middle school and high school readiness [in writing].” These goals validate readiness based on achievement on the 5th and 8th grade writing assessments, which are no longer given. Georgia Milestones scores do not report specific proficiency levels in Writing, but rather reflect a composite English/Language Arts skill set.

Regarding organizational goal 3:

Measure 1: The absentee rate at GLOBE is >5%. With operational challenges in GLOBE's first two years, GLOBE's attendance policy was not implemented to the furthest extent. In addition, GLOBE's attendance policy previously allowed for excused absences for children to visit other countries (while making up class work and completing extra assignments to encourage global experiences) which some families embraced. These factors have contributed to GLOBE's higher than normal absentee rate. GLOBE has since tightened the attendance policy, increased awareness of the expectations of attendance and has begun to actively enforce the current policy. This is an area of continued monitoring for areas of improvement

Measure 2: Regarding the measure for GLOBE to implement an annual parent survey, in year one a survey was disseminated; however, the results were not transitioned when the founding team left GLOBE. In year two, a survey was conducted for stakeholder input as part of our strategic planning process, however the specific question for this measure was not included. In year three, a survey was conducted in person at registration, and while the scores were very high (98% satisfied or very satisfied), the participation rate was very low (less than 40%), so the scores were discarded. The first available results are from year four, where GLOBE conducted a comprehensive feedback survey and received input that will be used to impact satisfaction in future years.

Measure 3: The number of students who re-enrolled for the next year increased from year one to year two, and exceeded the target for year three. This number has decreased in year four. Members of the administration and board have some insight into this from communications received from parents. Fourth grade has incurred significant loss for the 2017-2018 school year as a number of students are choosing to attend Kittredge in addition to several parents who were unhappy with an administrative decision about a faculty member impacting a single class. There were also quite a few parents who decided to switch to their local middle school or a private middle school for sixth grades. While the administration has been conducting exit interviews to collect information on the reasons for departure, the board is now implementing an online survey

and follow-up interviews with a board member. Data collected will be used to continue to identify recurring themes to improve practices and satisfaction at GLOBE.

Measure 4: Data on parent participation was not effectively tracked in the initial years.

Starting this year, a requirement is in place to meet the goal and a tracking system is monitoring it.

Measure 5: Regarding 90% retention rate for teachers, this measure was not tracked in year one, was met in year two, was missed by one percentage point in year three and was met in year four. GLOBE is monitoring teacher satisfaction and retention. Teacher pay has been identified as an area that has impacted satisfaction. The initial cohort of teachers that were hired at GLOBE were not on a consistent pay scale. To improve this, over the past three years, administration including the CFO, the treasurer and the finance committee have worked together to first bring all salaries to within 4% of the DeKalb payscale, then to within 2.5% and now on par with the DeKalb scale.

Measure 6: A teacher satisfaction survey was not conducted in years one and two. In year three, a survey was done, but without any preparation or discussion. When those results were received, the communications committee and administration identified the greatest concerns of faculty, developed a plan to begin addressing them and created communications that demonstrated that the voices of the teachers were heard and that action was being taken to make changes. Scores increased by 10 percentage points in year four and this was part of a more comprehensive survey which has provided more data on areas to address, such as salaries and putting more controls on the parent Facebook page, to improve teacher satisfaction.

Measure 7: GLOBE does not have many formal partnerships. The ones that we do have are a critical part of our operations, particularly with the Confucius Institute for Mandarin teaching assistants and the French Embassy in Atlanta for French teaching assistants. Starting with the 2017-2018 school year, GLOBE has a new Language Coordinator and will be expanding our language related partnerships.

3. Describe the school's current financial situation. In your description:
  - Include an explanation of financial results (*from DeKalb app: presented in the DCSD Charter School Annual Report*).
  - 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. (*from DeKalb app: Merely meeting the minimum expectations of an audit is not an acceptable success.*)
  - 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.

*Include an explanation of financial results. Detail any financial successes or struggles the school experienced during the current charter term.*

GLOBE is in a strong, fiscally sound position with over two months of forward-looking operating expenses in cash-on-hand, which is in alignment with the school's strategic planning goals. GLOBE has had three clean audits with no findings. GLOBE carries zero bank debt and is up to date on all TRS contributions. GLOBE's only significant liability is accrued salaries, which are paid one month in arrears.

Regarding financial struggles, in year one, the annual audit was rated as qualified and documented inadequate accounting controls. From the audit: "Basis for Qualified Opinion: During the period audited, there were instances where inadequate accounting controls were exercised over disbursement of expenditures for the School. We were unable to obtain sufficient appropriate audit evidence about the amount recognized for expenditure disbursements of the School for the year ended June 30, 2014. Consequently, we were unable to determine whether adjustments to those amounts are necessary."

This finding was a result of insufficiently trained and skilled staff in responsible roles. Because of these findings, staff in all roles impacting financials were replaced, a new board treasurer was selected, and an outside consultant was brought in to work with a focused board finance committee to implement new processes and procedures. In addition, an accountant specializing in charter schools was selected; the team worked with the accountant to assure that highly effective processes are in place moving forward.

The treasurer as well as staff responsible for financials attended the Carl Vinson charter school financial certification training.

Pertaining to debts and surplus, the school does not currently have outstanding debts to address and any surplus funds will be dedicated to GLOBE's pursuit of a facility that will meet the school's long-term needs.

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 (*from DeKalb app: within the following areas of authority; financial, resource allocation, personnel, curriculum and instruction, school improvement, and school operations.*);
- Specific examples of decisions the school leader has made on behalf of the school;
- How the governing board holds the school leader, any charter partners (ESP/CMO/EMO), and any independent contractors accountable; and
- 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.
- (*From DeKalb app: Full responses to the Governing Board Observations conducted by the DCSD Charter Office as Exhibit 30.*)

Provide a brief overview of the school's current governance structure

GLOBE's governing board is made up of nine elected members (bylaws allow up to 11 members) plus the HOS, who is a non-voting ex-officio member. Officer positions on the board include Chair, Vice Chair, Secretary, and Treasurer. Committees of the board include Governance Committee, Academic Committee, Development Committee, Finance Committee, Charter Renewal Committee, Facilities Committee, Diversity Committee, and Communications Committee. The board sets monthly meetings for 10-11 months per year. We have a strong governing board, with focused skill sets, succession planning, and intentional recruitment to take us through the next term.

Specific examples of decisions the governing board has made on behalf of the school (from DeKalb app: within the following areas of authority; financial, resource allocation, personnel, curriculum and instruction, school improvement, and school operations.)

As with any new charter school, the governing board has had to make major decisions impacting school operations. Some of the key decisions made by GLOBE's board have included the following:

- *Financial:* Selection of auditor, approval of financial policies
- *Resource allocation:* Strategic goal to have 60 days of cash reserve, annual budget approval, approval to budget changes

- *Personnel:* Hiring a new HOS before the start of Year 2 of the charter.
- *School Operations:* Initiating mold remediation in the school building in Year 1 of the charter, securing modulars on the Lower Campus to support the growth of the school, and identifying a second site location for the school's Upper Campus to support the growth of the school.
- *Curriculum and Instruction:* Determining to offer three languages in all grades, resulting in a need for 6 classes in each grade (two classes for each of the three languages)
- *School Improvement:* Updating the lottery policy to only accept new students in grades K, 1st and 6<sup>th</sup> due to the language immersion model and in the best interest of students, and developing and implementing a strategic plan for the school

*Specific examples of decisions the school leader has made on behalf of the school:*

The board also empowers the HOS with autonomy to support the school's academic and day-to-day needs. Examples of the decisions that the HOS makes on behalf of the school are:

- Hiring teachers and staff including creating new positions as needed and expanding student support team.
  - Directing the research and implementation of a revised social/emotional program for students (Responsive Classroom).
  - Establishing set curriculum for the school compliant with state standards and consistent with the school's dual language model.
  - Modifying the DLI model to be a half day language model for grades K-2 and alternate day model for grades 3-5.
  - Approving cultural events and opportunities for students both on and off campus.
  - Assessing and confirming usage of school campus space.
-

How the governing board holds the school leader, any charter partners (ESP/CMO/EMO), and any independent contractors accountable

A key role of the governing board is to assess and evaluate the Head of School. At GLOBE, the board provides a mid-term and end of year evaluation on our head of school based on goals developed and documented in LKES. The board also requires the Head of School to provide monthly reports at the board meetings. In addition, the board chair meets with the Head of School on a weekly basis.

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.

The board's training program for the current and proposed charter term is available as Exhibit 6.

*(From DeKalb app: Full responses to the Governing Board Observations conducted by the DCSD Charter Office as Exhibit 30.)*

The DCSD Governing Board Observations issued by the DCSD Charter Office and GLOBE's full response to the DCSD Governing Board Observations are attached as Exhibit 30.

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:

- Evaluate and identify students with disabilities;
  - Develop, review, and revise Individualized Education Programs (IEPs);
  - Integrate special education into the general education program;
  - Ensure that the school facility meets the requirements of other related laws including the Americans with Disabilities Act (ADA) and Section 504;
  - Address student discipline;
  - Handle programming disputes involving parents;
  - Ensure confidentiality of special education records;
  - Purchase services from special education vendors or to contract with your local district to provide a continuum of special education services and how this arrangement will work; and
  - Secure technical assistance and training.
- (From DeKalb app: Ensure the adequate number and qualifications of SPED staff)*

Provision of services and due process procedures are implemented for students with disabilities in accordance with all relevant Federal and State laws, rules, and regulations. GLOBE is open to all students in kindergarten through 7th grade (SY 2017-2018) who live within the boundaries of DeKalb County, Georgia. GLOBE complies with all special education requirements imposed by the Individuals with Disabilities Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and Title 11 of the Americans with Disabilities Act (ADA), in addition to Georgia State Policy. Students with disabilities

will be entitled to a free and appropriate public education (FAPE) provided at no cost to the parents, determined on an individual, case by case basis.

### *Evaluation and Identification of Students with Disabilities*

GLOBE follows all DeKalb County School District (DSCD) directives as they pertain to the evaluation and identification of students with disabilities. There is a Student Support Team (SST) in place to identify and plan alternative instructional strategies for students experiencing academic or behavioral difficulties. The Student Support Team includes teachers, parents, administrators, the school counselor, the school psychologist, and Special Education personnel. The Student Support Team follows a problem-solving framework to address students with academic and behavioral difficulties that do not respond to whole class/small group strategies and best practices (Tier 1). Student Support Team intervention begins in the classroom with standards-based instruction and research-based interventions specifically designed to meet each student's needs (Tier 2).

The evaluation and placement of students in special education programming complies with federal and state regulations and is initiated immediately following referral from appropriate staff member (Tier 3). An initial parent conference is conducted to inform parents of the reason for the referral, procedures that are used in the evaluation, and the rights and responsibilities of the parent. Parents will receive a copy of "Procedural Safeguards" upon a student's initial evaluation, at each subsequent IEP meeting, upon re-evaluation, upon receipt of a request for mediation or due process hearing, and/or when a change in the student's designation occurs. Students are evaluated on-site by the school psychologist provided by the DCSD, and subsequent recommendations are immediately implemented. Any student who is designated as a student with exceptionalities will have an initial meeting to develop the Individualized Education Plan (IEP). Special Education personnel will work with the student and the student's teachers to ensure IEP compliance and monitor student progress.

### *Development, Review, and Revision of IEPs*

IEPs are developed by a team according to federal and state regulations. The IEP includes annual goals, necessary related services and environments, supports, accommodations, and parameters for participation in state and local assessments. IEP meetings, which include at least one of the student's

general education teachers, parents, the Special Education teacher, relevant service providers, and an administrator, are held based on the IEP's re-evaluation and review dates, as new developments in the student's IEP require, and as-needed based on classroom performance. An interpreter will be provided at no cost to families whose home language is not English. The IEP is closely monitored by the Special Education teacher and implemented by all staff members. Professional development and ongoing support from the Special Education Department facilitates the involvement of all instructional staff in the tracking of all students with IEPs. Quarterly progress reports are provided to parents and students reflecting progress on IEP goals. Prior to the start of each school year, Special Education personnel and the School Psychologist review current and new student records and convene IEP teams as necessary to plan services for the upcoming year.

#### *Integration of Special Education into the General Education Program*

GLOBE places a strong emphasis on early identification and intervention for learning and behavioral differences. All efforts are made to serve exceptional students in the regular classroom to the maximum extent appropriate in accordance with the least restrictive environment (LRE) guidelines mandated by federal law. Students with IEPs are serviced within the general classroom setting with collaborative support by Special Education personnel. Frequent, ongoing professional development and support for all instructional staff includes strategies and modifications specifically designed to support these students. In this manner, all students at GLOBE are able to take advantage of the school's dual-language immersion program and constructivist approach to learning.

#### *Facility*

GLOBE facilities comply with the ADA and Section 504, as well as any other related laws.

#### *Discipline of Students with Exceptionalities*

GLOBE handles all discipline issues in accordance with federal regulations and state and local guidelines. The school uses the principles of Responsive Classroom to guide discipline school-wide. Responsive Classroom is a research-based approach to all aspects of teaching and learning which addresses issues of behavior and discipline as part of the school curriculum rather than interruptions to it. As a result, the Responsive Classroom approach has been shown to reduce the

amount of instructional time missed for disciplinary proceedings.

In the instance that a student with an IEP requires disciplinary action, all decisions are guided by federal, state, and local regulations. Services provided within the IEP will be continued, to the extent possible, even in the case of in- or out-of school suspension. In the case of expulsion, GLOBE will continue to provide the appropriate educational program to all students receiving Special Education services until a more appropriate education provider has been secured by the parent.

### Addressing Disputes

Parents of students with exceptionalities are in frequent contact with Special Education personnel via email, phone calls, and informal in-person meetings. Disputes regarding student programming, services, or related personnel will be handled on-site by school administration. All federal, state, and local regulations will be used to guide mediation of disputes. Parents with concerns that are not rectified by the school administrator will be given access to the board as outlined in the Grievance Policy. The Grievance Policy is available on the school website and is also listed as a resource in the Family Handbook, also available on the school website. In addition, GLOBE will immediately notify DCSD and the relevant state designee upon receipt of a complaint made by a parent/guardian or student concerning ADA, Section 504, and/or IDEA. The school will furnish a copy of such complaint and will cooperate fully in the investigation, defense, and resolution of such complaint.

### Records Confidentiality

All hard copies of records pertaining to student's exceptionalities, including, but not limited to IEPs, 504s, and related confidential materials, are supervised by the appropriate personnel (Guidance Counselor - 504s, Special Education Department - IEPs) and kept in locked files. Confidential records stored electronically are password protected and accessible only by the guidance counselor, special education teacher, school leader and/or other appropriate staff (ex. School Psychologist). GLOBE maintains a list of names and positions of those staff allowed to view student records. Staff access to student records is monitored and all staff who access said records sign a confidentiality agreement.

### Supplemental Educational Services

Required Supplemental Educational Services (ex. Speech, Occupational Therapy, etc.) will be implemented, monitored, and assessed according to federal, state, and local regulations, and will be administered by a licensed staff member contracted through DCSD. Student progress will be monitored by the staff member and required notices will be distributed to eligible students and their families. In conjunction with DCSD, GLOBE will ensure that all necessary information is transmitted to the appropriate local and state agencies.

### **Technical Assistance and Training**

Ongoing professional development is administered to all staff reinforcing the tenets of IDEA, ADA, Section 504, and related guidelines serving the needs of exceptional students. Applicable personnel participate in state and district trainings as they become available in order to become familiar with all relevant federal, state, and local reporting and recording software. GLOBE utilizes the GA DOE Special Education Rules Implementation Manual to ensure full compliance of all Special Education laws, rules, and statutes.

### **Special Education Staff**

GLOBE assesses its Special Education staffing needs often to ensure that all students are being served according to the settings and services identified in the IEP. Special Education teachers are “highly qualified” - certified and/or licensed - within their field, and the number of staff members is determined based on the number of service hours in the school’s caseload. GLOBE’s comprehensive Special Education program is and will continue to be fully compliant with all state and federal mandates at every step of the process, from identification and eligibility to servicing, and will partner with DCSD to ensure that compliance continues as students transition into, and out of, the school.

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. *(from DeKalb app: Describe how student progress is monitored post-exit from the ESOL program, including staff roles, frequency, and types of data/documents reviewed. Identify the thresholds for exiting a student from the ESOL program. Indicate what if any supports and services are provided to students in the post-exit phase.)*

GLOBE is committed to meeting the needs of its ELs, and particularly will recruit for ELs in the languages taught at GLOBE. The school has employed a trained, certified ESOL teacher to work with the EL population. Many of the students are enrolled in immersion classes in their home language. For these students, English language instruction is presented by a classroom teacher who is EL certified, and 50% of instruction is taught in the native language. Having native language speakers in the immersion classes is beneficial to both the ELs and the students learning the native language, as conversation starts to happen more readily among students and not just between students and teachers. GLOBE uses pull-out and collaborative models for EL students who are not enrolled in immersion classes in their native language.

#### Identification and Assessment of new ELs

GLOBE includes a home language survey in its registration materials for new students. If any family identifies a language other than English in that survey, GLOBE administers the W-APT assessment (K only) or a WIDA screener (Grades 1-8) to determine whether the student is eligible for language assistance. The only exception to this is if the student has previously been enrolled in DCSD and student records indicate English proficiency or a current level of EL services. Students determined to be ELs needing language assistance will be identified as such and reported on the next FTE count.

#### Instructional Program for ELs

Services are provided for ELs in accordance with all applicable federal, state, and local laws, rules, and regulations. Specific service models typically include, but are not limited to, collaboration, the English language immersion model and a pull-out model. In the pull-out model, the EL teacher provides one-on-one or small group instruction for beginning English students. Students with more intermediate and advanced English proficiency are served in a collaborative model wherein the EL teacher assists the regular classroom teachers with English instruction for ELs. EL students are exposed to all the same learning opportunities and activities as the entirety of GLOBE student population, and will not, at any time, be excluded from any curricular or extra-curricular activities at GLOBE because of the inability to speak or understand the language of instruction. GLOBE endeavors to provide services for EL students and printed materials for their families in their native language wherever

possible. Interpreters will be made available at no cost to the students' families for IEP or other meetings containing critical information.

GLOBE assesses its EL staffing needs often to ensure that all students are being served as student enrollment in the EL program increases. All teaching staff members participate in professional development that bolsters their understanding and application of frameworks used to facilitate EL learning. GLOBE's comprehensive EL program will continue to be fully compliant with all state and federal mandates at every step of the process, from identification and eligibility to servicing, and will partner with DCSD to ensure that compliance continues as students transition into, and out of, the school.

#### *EL Progress Monitoring and Exit Criteria*

The school monitors the progress of EL students through a variety of formal and informal assessments. The EL teacher collaborates closely with the general education teachers to ensure that instruction is aligned. All EL students are required to participate in standardized and periodic assessments, with appropriate accommodations and/or modifications for native language utilized as necessary. The ACCESS test is administered to all EL students annually to determine progress in English learning, and the school follows district and state guidelines regarding exit criteria. All students receiving an Accountability CPL score of 5.0 or greater will be exited from the EL program.

#### *Continued Student Monitoring Post-Exit*

Students who have exited the EL program will continue to be monitored quarterly for academic success in the school curriculum. If data (MAP/Milestones scores, Lexile rankings, and/or classroom performance) reflect a need for further support, students will be serviced through the school's Early Intervention/Remedial Education programs.

*(from DeKalb App: 7. Explain how the charter school determines which students need remediation in each core content area, and the frequency in which this is monitored. Describe the methods, strategies, and instructional programs the charter school uses to provide remediation for students at risk for academic failure. Include how the structure of the day is impacted to provide intentional remediation. Describe your multi-tiered support system (such as RTI). The description of the multi-tiered support system should include the specific academic and behavior interventions used for different tiers, who is responsible for such interventions, and for how long and with what frequency certain interventions are tracked prior to referral for special education.*

*GLOBE follows all requirements of SBOE Rule 160-4-2-.17 and SBOE Rule 160-4-5-.01, as*

*well as all related state and federal laws regarding the identification and implementation of intervention and remedial services for students who qualify for such services. Students enrolled in the Early Intervention Program (EIP) and Remedial Education program (REP) will not exceed the maximum percentage of students permitted according to state law and regulation.*

#### **Determination of Eligibility**

*GLOBE follows state guidelines regarding identification of students who qualify for EIP and REP services. Policies and procedures are based on the state's Early Intervention Program Manual and Remedial Education Program Manual. MAP scores (gathered during fall, winter, and spring assessments) are used as an initial screener to determine potential eligibility for EIP and REP services. Students in grades 1-5 scoring below 40% and 6th-8th grade students scoring below 25% are evaluated for enrollment. Milestones EOG scores are also considered, specifically in instances where a student is reading below grade level or is scoring at the "Beginning Learner" level in math. EIP and REP teachers consult with classroom teachers to confirm placement in the respective programs.*

#### **Instructional Program and Academic Interventions**

*GLOBE utilizes the Augmented Class Model to service identified EIP and REP students. Through this model, certified teachers push into the general education classroom to provide/support instruction for identified IEP/REP students. There are designated periods for EIP/REP support in Reading/Language Arts and Math at each grade level. Each EIP/REP teacher works with a specific group of students at a pre-assigned time in the school day to ensure continuity and consistency of interventions. Additionally, EIP and REP students are provided extra support through use of the NWEA's Skills Navigator Program. This program allows students to complete assignments that are specifically linked to MAP scores and areas of need.*

#### **Continuation of Services and/or Exit Criteria**

*Student progress in the EIP and REP programs is continuously monitored through informal and formal classroom assessments, and eligibility is re-evaluated 3x/year with each new set of MAP data. Students who continue to demonstrate an academic struggle are referred to the Student Support Team (SST) for entry into the Response to Intervention (RtI) program. At this point, teachers elevate their strategies from best practices (Tier 1) to include specific academic and/or behavioral*

interventions designed to target student need (Tier 2). Interventions are selected from the database provided by DCSD in Infinite Campus. Data reflecting the success/failure of interventions is collected 2-3x/week for a minimum of 6 weeks before being reviewed by the SST to determine next steps. When interventions do not result in increased student achievement, the student is referred to Tier 3 to begin the evaluation process for Special Education. Students scoring above 40% (grades 1-5) or above 25% (grades 6-8) on the MAP assessment for two consecutive test sessions are exited from the program and moved to a “watch” list to ensure ongoing success.

7. (8. in DeKalb app) 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?

5 year totals	In-School Suspensions		Out-of-School Suspensions		Expulsions	
Ethnicity/Race	Number & Percentage of Total Population					
Latino Hispanic	0	0%	1	12.5%	0	0%
American Indian	0	0%	0	0%	0	0%
Asian/Pacific Islander	0	0%	1	12.5%	0	0%
Black/African American	8	50%	3	37.5%	0	0%
White	7	44%	2	25%	0	0%
Two or More Races	1	6%	1	12.5%	0	0%
<b>Total Population</b>	2081		2081		2081	

GLOBE overall has very low suspension rates (only 1% of students for both in and out of school suspensions) and no expulsions. According to the Office of Civil Rights Data, DeKalb County overall had a 27% suspension rate in the latest reported year (2013-2014). In looking at the distribution of suspensions by race, for white students in DeKalb County, 2.2% of in-school suspensions and 2.8% of out-of-school suspensions were to white students, whereas the percentage of white students in the district is 10.9%, so the suspension of white students is lower than what would be expected given their distribution in the student population. At GLOBE, where 48% of the student body is white, 44% of in-school suspensions impacted white students, which is very close to the distribution of white students in the school. For black students in the DeKalb County School District, 83% of in-school suspensions and 87% of out-of-school suspensions were for black students while only 66% of DeKalb County students are black. This means that the rate of suspensions of black students in DeKalb County is 25-30% higher than the percentage of black students in the county. Fifty percent of in-school suspensions at GLOBE and 38% of out-of-school suspensions were for black students, while 28% of the student body is black,

which means in suspensions are higher than the distribution of black students in the student body, and well below the DeKalb County rate. At GLOBE, suspensions for Hispanic, Asian students, and students of two or more races are higher than the percentage of those students in the student body, but again, numbers are too small to make inferences from them.

8. *(not included in DeKalb app)* 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).

**Current GLOBE Diversity Profile**

<b>Percent by Race/Ethnicity</b>	<b>White</b>	<b>Black</b>	<b>Asian</b>	<b>American Indian</b>	<b>Multiracial</b>	<b>Hispanic</b>
DeKalb County Census 2015	30	55	6	0.5	2	8
DeKalb County Census 2016 ages 5-19	20	58	6	0	3	13
DeKalb County School District K-8	11	61	7	0	2	19
GLOBE 2016-17 Students	48	28	4	<1	7	11
GLOBE 2016-17 Faculty	51	20	11	0	5	13
GLOBE 2016-17 Staff	60	26	8	0	2	13
GLOBE 2017-18 Board	56	22	11	0	0	11

**Board Member Skill Diversity 2017-18**

<b>Total Voting Board Members</b>	<b>Legal Exp</b>	<b>Financial Exp</b>	<b>Business/ Mgmt Exp</b>	<b>Academic Exp</b>	<b>Facilities Exp</b>	<b>Communication</b>	<b>Education Ops</b>
8	25%	50%	50%	13%	25%	13%	13%

Diversity Plan is included as Exhibit 31

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.

GLOBE faced its fair share of challenges, especially in year one, and while challenging, those experiences also served to bring the community closer and develop a strong relationship with stakeholders. In year one GLOBE faced key challenges that primarily impacted school leadership and

operations. Later challenges were identified in relation to granting admissions to new students in a language immersion school after the children already enrolled in the school have surpassed basic language skills in the target language. As a result of this last challenge, the board voted to only accept new students in Kindergarten, first and sixth grades.

### Leadership:

In the summer of its inaugural year, just prior to the school's opening the initial HOS resigned. Immediate action was taken to find a qualified individual to step-in as an acting Head of School for the first semester. In the second semester, GLOBE retained the services of Education Planners, LLC, an education consulting firm that advises school districts across the southeastern U.S., to assist with school operations while a search for a new HOS was underway. A qualified HOS was hired in June prior to the start of GLOBE's second year.

In the fall of GLOBE's first year, four of the five members of the board of directors resigned citing leadership at the board level as a justification. The sitting chairman of the board reformulated the board of directors (adding four members over the next 6 months) based on recommendations made by an ad hoc nomination committee and legal consultation. Once the board was stabilized, the original chairman resigned and new qualified board members were selected through the following year. The school currently has a strong, functioning board with qualified individuals actively engaged and leading our efforts. Information on current board members and bios can be found here:

[http://www.theglobeacademy.org/apps/pages/index.jsp?uREC\\_ID=380950&type=d&pREC\\_ID=863968](http://www.theglobeacademy.org/apps/pages/index.jsp?uREC_ID=380950&type=d&pREC_ID=863968)

### Operations: Facilities

In GLOBE's first year, indoor air quality testing confirmed that mold was present at the school and that it required prompt action. The school responded immediately and kept staff and parents informed throughout every step of the remediation process. GLOBE's board's Facilities Committee continues to assess the building condition at both of GLOBE's sites. At the end of the first year, GLOBE outgrew the initial campus, and modular trailers were planned and provided for the beginning of year two. In year three, the school identified a second campus at Briarcliff United Methodist Church to house

the upper grades (four through eight).

### Operations: Finances

At the end of year one, the annual audit was rated as qualified and documented inadequate accounting controls, inadequate segregation of duties and misappropriation of school funds. These findings were a result of insufficiently trained and skilled staff in responsible roles. As a result of these findings, staff in these roles were replaced and an outside consultant was brought in. The consultant worked with a focused finance committee to implement new processes and procedures. In addition, an accountant was selected who specialized in charter schools and the team worked with the accountant to assure that highly effective processes are in place moving forward. Staff responsible for financials and board members attended the state charter school financial certification training. The board also established a Development Committee in charge of fundraising strategy. This committee is divided into 3 core functions to support the school 1) Annual Fund 2) Grants 3) Planning for Capital Campaign. The annual fund is currently GLOBE's largest fundraiser and has consistently raised over \$200,000 a year for the last 2 years with expectation to exceed this goal again this year. Funds are raised through direct family and community donations, through our Fun Run called GLOBE Trot, and through our GLOBE Rocks music benefit concert supported by GLOBE's music program.

### Admissions

Georgia Charter law does not allow for any testing, including language proficiency, for charter school admission/ lottery. Due to the rigorous nature of our language immersion program, we have found that students who enter grades two to five without any previous language experience have limited ability to achieve the Georgia Standards of Excellence because they don't understand the language of instruction for 50% of the curriculum. Therefore, in support of the best interest of children, GLOBE decided to revise the lottery policy to only fill open spots in grades K, 1 and 6. This means that GLOBE will not fill vacated slots in grades 2 through 5 or 7 and 8. This also means, under current law, that GLOBE is unable to accept new students who already have language proficiency during those grades. GLOBE has adjusted budget forecasts to account for assumptions around this.



## PROPOSED CHANGES

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

A. ACADEMIC CHANGES:

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

### The academic program and curriculum

As GLOBE has been growing into a K-8 dual language immersion school the administration and staff regularly reflect on what adjustments should be made to improve curriculum and instruction. Over the course of the initial charter term, the school has made some adjustments to the curriculum and model to better serve students and meet their academic needs.

### Language Instruction Delivery

In the first two years of the charter, grades K-1 (year 1) and grades K-2 (year 2) received 100% of their academic instruction in a foreign language every other day, as was described in the charter petition. Students would spend one day in the foreign language classroom and the next day in their English classroom. After receiving feedback from teachers, reviewing standards at other dual language immersion schools, and holding discussions with a language immersion consultant, the school made the decision that it would be best to serve K-2 students in a half day model. This means that K-2 students still receive 50% of their instruction in a foreign language, however they now spend half their day in the English classroom and half their day in their foreign language classroom. Our early elementary teachers and consultant recommended this because it was essential for students to build a strong foundation in reading and literacy, and the best way to do this would be to have the exposure to these core subjects in English every day. The strong foundation in reading and writing would then also allow students to experience greater success in their foreign language classroom as they progressed through the program.

With this change to the model came some changes in how instruction is delivered. In order to maximize the instruction and time the students had in each classroom, it was determined that foreign

language class time in grades Kindergarten and 1st would focus on Math, Science, and the foreign language. English class time would reinforce the Math skills that were being taught in the foreign language and focus instruction on Reading, Writing, Social Studies and Phonemic Awareness. Once students enter 3rd grade and above, the division of curriculum taught becomes much more balanced because students have a strong foundation in English as well as their foreign language.

#### Middle School Language Delivery

The original petition indicates that the model transitions from 50/50 DLI in elementary to Advanced Language Content in middle school, but does not specify how this will work. Currently at GLOBE as students enter into 6th grade, they will move from the 50/50 DLI model to a model that includes the target language in each school day. Our first set of 50/50 DLI students will move to middle school in the 2018-2019 school year. These students may progress through the high school language curriculum during the GLOBE middle school program. GLOBE will work with county and state contacts to provide high school credits to middle school students. We continue to explore the best language model to meet the needs of our students that is in line with our vision.

#### *The Use of Waivers/innovations.*

GLOBE is not seeking any new use of waivers or innovations

*School programs – this includes Students with Disabilities, Gifted and Talented, English Learners, etc.,*

*Any assessments being used, Any administrative position*

No changes proposed

Any assessments being used.

No changes proposed

Any administrative positions.

No changes proposed

#### Other Changes

The original charter petition submitted in 2012 identified many approaches for implementing

GLOBE's model. The board and school leadership collaborate regularly to address how best to implement the model. The intent is unchanged, but as the school has developed, the school leadership team has looked to make adjustments in the best interests of students within the mission of the school and based on what is actually feasible. Here are some specific items that have been addressed:

On Page 5 of the petition, there is mention of one campus for K-8 on the Heritage Drive site. Unfortunately, the Heritage property does not accommodate the full student population so the school currently operates on two campuses. GLOBE is hopeful to find a site to house the full K-8 school on one site but until then, will operate as a Lower Campus for grades K-3 on the Heritage site and Upper Campus for grades 4-8 renting space from Briarcliff United Methodist Church. More information is provided under Section D. Operational Changes.

On Page 7, the school leader model has changed to provide the best support to both campuses and for instruction. The current model includes: one HOS, one Assistant HOS for Lower Campus, one Assistant HOS for Upper Campus, one Curriculum Coordinator, one Language Coordinator, and one Data Coordinator (RTI).

On Page 11 of the Petition, Arabic is a language that was to be added in Year 2. Given the complexities in implementing a language immersion model with three languages including recruiting qualified language teachers, the decision was made to commit to and invest in resources around the three initial languages. GLOBE provides language instruction for the following three languages: Spanish, French, and Mandarin.

On Page 25, the Petition states that we will be assessing Gifted and Talented status of students using the State of GA's identification policy, however, GLOBE is instead using the policy set forth by DeKalb County.

On Page 27, the Petition states that students are pulled out for gifted instruction. As this would mean that some students would miss language instruction, we have moved to an advanced content model. The language immersion model is already considered gifted education and teachers provide differentiation, allowing students to remain with their classmates and continue to receive instruction in their foreign languages. GLOBE is also working to assure that most teachers will be gifted certified, helping to arrange certification training and providing incentives for teachers to receive this training.

GLOBE has a goal to have 10 teachers gifted certified each year, until more than 90% of teachers are gifted certified.

B. GOVERNANCE CHANGES:

- The school's governance structure.
- The school's governing board composition, including its diversity.
- The school's relationship with an Educational Service Provider or other Charter Partner. NOT APPLICABLE
- The relationship with the local district.
- *(from DeKalb app) The increase of diversity among the members.*

*The school's governance structure.*

There have been no significant changes in the school's governance structure, and no changes are proposed. The bylaws allow for up to 11 board members. The school currently has a 9-member governing board which includes the following committees: Governance, Finance, Facilities, Communications, Strategic Planning and Renewal and Academic. The HOS reports to the board. In the original petition, there was both an Instructional Leader and an Operations Leader that reported directly to the board. This structure was not implemented by the founding team, and the board has continued with a HOS responsible to the board with all employees reporting under that HOS.

*The school's governing board composition.*

There is no change proposed to the school's governing board composition. The school has carefully identified skillsets needed on the board and recruits members with those skills. The school's governing board is currently comprised of 8 members and is 50% male/50% female, 50% white and 25% black, 12.5% Asian and 12.5% Hispanic. Skillsets include two attorneys, five members with financial background, two members with facilities experience, four members with management or business experience, and one member with academic/charter school experience. The school continues succession planning and board recruitment and is currently recruiting an additional academic expert to the board.

*The relationship with the local district.*

There is no change proposed to the relationship with the local district. GLOBE believes that the school has a positive and productive relationship with the district, and the relationship with the

local district has not changed in any significant way. The contacts at the district have changed and GLOBE values the district resources. The school works directly with the DeKalb County School District, primarily via the Chair of the board and the HOS. The school works directly with the district Charter contacts, and with special needs contacts.

*(from DeKalb app) The increase of diversity among the members.*

*There is no change currently proposed to the board diversity. We continue to value diversity of skills and background in the selection of our members and succession planning.*

C. FINANCIAL CHANGES:

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

*The school's financial structure.*

There are no changes proposed to the school's financial structure.

*The school's CFO.*

In the original petition, there was a position for an Operational Leader. This position has been re-cast to the CFO role. There are no other changes proposed to the school's CFO.

*The school's relationship with any major creditors (e.g., landlords, investors etc.)*

There are no changes proposed to the school's relationship with any major creditors. The school continues to explore facility options, thus there could be a request in the future to fund a facility, and that would follow all state and county requirements.

D. OPERATIONAL CHANGES:

- The school's facilities – this should include any proposed expansion or renovations.
- The school's attendance zone and any enrollment priorities being used (see O.C.G.A. § 20-2-2066(a)(1)).
- Whether the school's students, faculty, and staff reflect the diversity of its attendance zone.
- Whether the school will utilize a weighted lottery to provide an increased chance of admission for educationally disadvantaged students pursuant to O.C.G.A. § 20-2-2066(a)(1) and State Board Rule 160-4-9-.05(2)(g).
- *(from DeKalb app) Racial and socioeconomic demographics in an effort to align with the District.*

- Any services provided to students such as transportation, food service, etc.
- The grades the charter school will serve. Please note this includes adding additional grades or reducing current grades.

The school's facilities – this should include any proposed expansion or renovations.

The initial term of GLOBE'S lease with DeKalb County School District for the Heritage campus expires June 30, 2018 with two successive five-year extension options, which will carry us through the renewal period. GLOBE has submitted a request for the first extension, and the district has acknowledged receipt of that request. The lease with Briarcliff United Methodist Church (BUMC) expires July 31, 2020. At this point, GLOBE expects to renew the lease with BUMC upon expiration unless we have secured an alternate campus. GLOBE continues to explore options for a permanent campus for the school. If an option is identified, the school will pursue with appropriate financing as well as District and State approvals. GLOBE continues to manage the facility needs to support annual growth while exploring options to house all students at a single facility. Currently, for the 2017-18 school year, the campus is split between Grades K-3 at the Lower Campus and Grades 4-7 at the Upper Campus, with the Upper Campus growing to Grades 4-8 in Year One of the new charter. Unless a new facility is identified, and in order to accommodate the anticipated growth in enrollment, we plan to expand our existing facilities as follows:

Year One (2018-2019)	Add two (2) modular classrooms to the Lower Campus
Year Two (2019-2020)	Add two (2) modular classrooms to the Upper Campus
Year Three (2020-2021)	Add two (2) modular classrooms to the Upper Campus
Year Four (2021-2022)	Add two (2) modular classrooms to the Upper Campus
Year Five (2022-2023)	No additions

The school's attendance zone and any enrollment priorities being used (see O.C.G.A. § 20-2-2066(a)(1)).

There is no change proposed to the school attendance zone or enrollment priorities.

Whether the school will utilize a weighted lottery to provide an increased chance of admission for

educationally disadvantaged students pursuant to O.C.G.A. § 20-2-2066(a)(1) and State Board Rule 160-4-9-.05(2)(g).

The school proposes to add the ability to utilize a weighted lottery and has included this in the Diversity Plan in Exhibit 31

(from DeKalb app) Racial and socioeconomic demographics in an effort to align with the District.

The school has a Diversity Committee that is responsible for the school's Diversity Plan. The plan is attached in Exhibit 31. The Diversity Committee has analyzed the school's current sociodemographic composition for students, employees and board. The committee has developed a plan that is comprehensive, that includes the ability to utilize the weighted lottery, and that focuses on economic diversity of students over the next charter term.

Any services provided to students such as transportation, food service, etc.

The school continues to make a school lunch service provider available. There is no change.

The school is analyzing more transportation options for the school, but has not made any decisions. The school will seek to add effective transportation options during the next charter term.

The grades the charter school will serve. Please note this includes adding additional grades or reducing current grades.

There are no changes to the grades the charter will serve. The school currently serves grades K-7. Grade 8 will be added in the first year of the new charter term, and then the school will have reached the full plan of serving grades K-8.

## 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.

GLOBE will continue to provide dual language immersion in a constructivist environment to grades K-8. For the upcoming charter term, GLOBE will expand to its full set of grades served.

GLOBE will continue to build on its excellent track record of academic performance. GLOBE will also implement and monitor the diversity plan to assure that GLOBE is accessible and attractive to all in our community. The board will develop a new five-year strategic plan, and this will guide us through the next charter term.

# 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 The GLOBE 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;
14. Shall provide for supplemental educational services as required by federal law and pursuant to SBOE Rule 160-4-5-.03, and for remediation in required cases pursuant to SBOE Rule 160-4-5-.01;

15. Shall notify the state of any intent to contract with a for-profit entity for education and/or management services;

16. Shall notify the state of any changes in for-profit entity contracted with for education and/or management services;
17. Shall be subject to the requirement that it shall not charge tuition or fees to its students except as may be authorized by local boards by O.C.G.A. § 20-2-133;
18. Shall comply with federal due process procedures regarding student discipline and dismissal;
19. Shall be subject to all laws relating to unlawful conduct in or near a public school;
20. Shall have a written grievance procedure to resolve student, parent, and teacher complaints;
21. Shall have a written procedure for resolving conflicts between the charter school and the local board of education;
22. Shall comply with the provisions of O.C.G.A. § 20-2-211.1 relating to fingerprinting and criminal background checks;
23. Shall remit payments to TRS on behalf of employees and shall employ teachers in accordance with TRS;
24. Shall ensure that if transportation is provided for its students, the school shall comply with all applicable state and federal laws;
25. Shall ensure that if the charter school participates in federal school meals programs, then it shall comply with all applicable state and federal laws and rules;
26. Shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185 and submit and obtain approval from the Georgia Emergency Management Agency;
27. Shall comply with the state facility requirements regarding site codes, facility codes, the submission of architectural plans for any new facility that the school may build or occupy during the charter term and all other facility requirements as established by the Department;
28. Shall be subject to all reporting requirements of O.C.G.A. § 20-2-160, subsection (e) of O.C.G.A. § 20-2-161, O.C.G.A. § 20-2-320, and O.C.G.A. § 20-2-740;
29. Shall be subject to an annual financial audit conducted by the state auditor or by an independent certified public accountant licensed in this state;
30. Shall designate a Chief Financial Officer that meets all requirements as established by the Charter Schools Rule 160-4-9-.05(2)(h)(1);
31. Shall secure adequate insurance coverage prior to opening and shall maintain such coverage throughout the charter term in accordance with the laws of the State of Georgia;
32. Shall acknowledge that all criteria used to calculate QBE funding may not be waived;
33. Shall ensure that 90% of QBE funds earned for out-of-system students enrolled in a virtual school must be spent on their instruction pursuant to O.C.G.A. § 20-2-167.1; and

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

This Charter School Application, Assurance Form, and attached Exhibits were approved by the Charter School's Governing Board on the 5th day of August, 2017

John Charles Boyet  
Governing Board Chair, Charter School

August 5, 2017  
Date

This Charter School Application, Assurance Form, and attached Exhibits were approved by the \_\_\_\_\_ Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chair, Local Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Local 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.

John Charles Boyet  
Governing Board Chair, Charter School

August 5, 2017  
Date

\_\_\_\_\_  
Chair, Local Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Local Board of Education

\_\_\_\_\_  
Date

## 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 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.
  - NOT APPLICABLE
18. Attach a copy of any agreements with your local school district or Board of Education.

- NOT APPLICABLE
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.
    - NOT APPLICABLE
  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
    - PER DISCUSSION WITH LOU ERSTE, GLOBE IS SUBMITTING IN THE FORM NORMALLY SHARED FOR ANNUAL STATE REPORTING
  24. Attach the résumé for the charter school's Chief Financial Officer.
  25. Attach the charter school's signed Assurances Form (see below).
  26. Attach the charter school's signed and notarized Affidavit (see below).
  27. Attach the charter school's signed Local Board of Education Resolution approving the charter school's application.
  28. Attach the charter school's signed Governing Board Resolution approving the charter school's application. This will serve as the formal petition to the SBOE.
  29. For conversion schools only, attach the charter school's Confirmation of Teacher and Parent Vote.
    - NOT APPLICABLE
  30. *(From DeKalb app) Attach full response to all Governing Board Observations conducted by the DCSD Charter Office.*
  31. Diversity Plan

## EXHIBIT 1

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.

# STATE OF GEORGIA

**Secretary of State**

**Corporations Division**

**315 West Tower**

**#2 Martin Luther King, Jr. Dr.**

**Atlanta, Georgia 30334-1530**

## CERTIFICATE OF INCORPORATION

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

**THE GLOBE ACADEMY, INC.**  
a Domestic Non-Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **11/22/2009** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on November 22, 2009



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

Karen C Handel  
Secretary of State

# STATE OF GEORGIA

**Secretary of State**

**Corporations Division**

**315 West Tower**

**#2 Martin Luther King, Jr. Dr.**

**Atlanta, Georgia 30334-1530**

## CERTIFICATE OF AMENDMENT

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

### **THE GLOBE ACADEMY, INC.**

**a Domestic Non-Profit Corporation**

has filed articles/certificate of amendment in the Office of the Secretary of State on **02/02/2011** 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/certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on February 2, 2011



A handwritten signature in black ink, appearing to read "B: P. Kemp".

Brian P. Kemp  
Secretary of State

AMENDMENT TO THE ARTICLES OF INCORPORATION (NONPROFIT)

Pursuant to the Georgia Non-Profit Corporation Act and statute O.C.G.A 14-3-1005, the undersigned corporation adopts the following articles of amendment,

**ARTICLE ONE**

The name of the corporation is The GLOBE Academy, Inc.

**ARTICLE TWO**

The following amendment to the articles of incorporation were adopted on January 16, 2010,

Article VI of the Articles of Incorporation is hereby amended and restated so as to read as follows:

The corporation shall be governed by a Governing Board. The initial Governing Board shall consist of the following positions:

1. Chair
2. Vice-Chair
3. Secretary
4. Treasurer

Article VII of the Articles of Incorporation is hereby amended so as to read as follows:

Section1: The purpose of the corporation is to operate a non-profit public charter pre-K through 12<sup>th</sup> grade school that provides children with a challenging and exciting education that fosters critically thinking, global awareness, and language fluency.

Section 2: Tax Exempt Status. The corporation shall be operated exclusively for business league purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corresponding provision of any future U.S. internal revenue law (the "Code"). In furtherance of these purposes, The corporation shall act, and shall take such actions to ensure compliance with its tax-exempt status under the Code. The GLOBE Academy, Inc. is not organized and shall not be operated for profit.

Article VIII of the Articles of Incorporation is hereby amended so as to read as follows:

Upon dissolution of this corporation, the assets of corporation shall be distributed to an exempt purpose within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for the benefit of public education as selected by the then Board of Directors so long as no part thereof inures to the benefit of any director or officer.

State of Georgia  
Amend/Restate 2 Page(s)



T1103418027

**ARTICLE THREE**

The amendments were adopted in the following manner:

The amendment was adopted at a meeting of the board of directors held on January 16, 2011, and received the vote of a majority of the directors in office, there being no members having voting rights.

By: B. K.  
Brandi Kenner  
Chair  
The GLOBE Academy, Inc.

Dated: 01/16/2011

2011 FEB -2 AM 11:33  
SECRETARY OF STATE  
CORPORATIONS DIVISION

## **EXHIBIT 2**

Attach a copy of the by-laws for the nonprofit corporation.

**BYLAWS OF**  
**The GLOBE Academy, Inc.**  
a Georgia nonprofit corporation  
Approved by the Board of Directors on August 18, 2016.

ARTICLE I

NAME, PRINCIPAL OFFICE AND PURPOSE

Section 1. *Name.* The name of this nonprofit corporation shall be “The GLOBE Academy, Inc.”. The complete name of The GLOBE Academy, Inc., shall be used in all transactions of official business of The GLOBE Academy, Inc.; provided that The GLOBE Academy, Inc. shall apply to conduct business under the trade name “The GLOBE Academy” and, upon approval of said application, may use said trade name in the transaction of its business.

Section 2. *Registered Office and Agent.* The registered office of The GLOBE Academy shall be located in the State of Georgia and The GLOBE Academy shall at all times maintain a registered agent at the address of the registered office.

(a) *Other Offices.* The GLOBE Academy may also have offices at such other places, both within and without the State of Georgia as the Board of Directors may from time to time determine.

Section 3. The GLOBE Academy shall be governed by its articles of incorporation and its bylaws.

Section 4. *Purposes.* The purpose of The GLOBE Academy is to organize and operate a school in Georgia that provides children with a challenging and exciting education that fosters critically thinking, global awareness, and language fluency and to take such other actions that may be necessary or proper in the pursuit of such purpose, provided that such purposes shall be in furtherance of, and not in conflict with, the purposes set forth in Section 5 of this Article I. The mission of The GLOBE Academy is: To foster Global Learning Opportunities through Balanced Education for children of all backgrounds. With a focus on dual-language immersion, an experiential-learning model and a constructivist approach, GLOBE inspires students to be high-performing, lifelong learners equipped to make a positive impact in the world.

Section 5. *Tax Exempt Status.* The GLOBE Academy shall be operated exclusively for business league purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corresponding provision of any future U.S. internal revenue law (the “Code”). In furtherance of these purposes, The GLOBE Academy shall act, and shall take such actions to ensure compliance with its tax-exempt status under the Code. The GLOBE Academy is not organized and shall not be operated for profit. No part of the property or the net earnings of The GLOBE Academy shall inure to the benefit or be distributable to any of its directors, officers, or other private persons, except that The GLOBE Academy shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth herein. The GLOBE Academy shall be primarily supported by government grants for the operation of a public charter pre-K through 12<sup>th</sup> grade school, private grants and donations that supplement public funding and other income from activities substantially related to business league purposes under Section 501(c)(3) of the Code. Notwithstanding any other provisions of these Bylaws, The GLOBE Academy shall not carry on any activities not permitted by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code.

## ARTICLE II

### BOARD OF DIRECTORS

Section 1. *General Powers.* The property, affairs, and business of The GLOBE Academy shall be managed and directed by its Board of Directors. The Board of Directors shall be empowered to determine the size of the Board, provided that the Board of Directors shall consist of not less than five (5) nor more than eleven (11) directors or voting members. Additionally, The Executive Director, or Heads of School/principal(s), for both elementary and middle schools of The GLOBE Academy, will serve as Ex-Officio (non-voting) members of the board. In the event that The GLOBE Academy has an Executive Director on staff, the Executive Director also serves as an ex-officio (non-voting) member of the Executive Committee. The board will include at least 2 parent-guardians of students at The GLOBE Academy from different families. Effective commencing as of the date of director elections for the year 2013-2014, a maximum of two (2) directors employed or similarly engaged with the same person or entity shall be permitted to serve at a given time on the Board of Directors. The initial Board of Directors (Founding Board) shall consist of at least three (3) persons designated as such in The GLOBE Academy's Articles of Incorporation filed on November 22, 2009 with the Secretary of State of Georgia. The Board of Directors shall set policy, appoint officers, and perform its duties as set forth herein.

Section 2. *Election, Term, Vacancies.* The initial directors shall serve until the next annual election of directors. The term of office of each director shall commence upon the next election of each applicable office and run concurrently with the term of the office held by each director. The terms of directors shall be three (3) years and shall be staggered pursuant to O.C.G.A. §14-3-806, as amended; therefore, one-third of the total number of directors shall be selected annually by the other members of the Board of Directors. In the event of the removal, resignation or other vacancy of a director, said directorship (including any officer position held by such departing director) shall be deemed vacated and shall be filled by the person succeeding to the office held by the departing director, if any. Directors shall be natural persons who have attained the age of 18 years, but need not be residents of the State of Georgia, and may be nominated by the Officers of The GLOBE Academy, Directors serving on the Board of Directors, Committee members serving on a Board created and standing committee, Advisory Board members, or Parents, Teachers or Students at The GLOBE Academy. The initial Board of Directors for Fiscal Year 2014 (2013-2014) shall be appointed by the Chair/President and designated to initial one-, two-, and three-year terms. Thereafter, board members will serve additional three-year terms after these initial terms are served as follows:

There will be three (3) classes of board members, composed of one-third of the board.

- Class A: first term is one year (through 2013-2014), followed by a three-year term (through 2016-2017)
- Class B: first term is two years (through 2014-2015), followed by a three-year term (through 2017-2018)
- Class C: first term is three years (through 2015-2016), followed by a three-year term (through 2018-2019)

Section 3. *Removal of Directors.* Any director may be removed from office, with or without cause, at any regular or special meeting of the Board of Directors by the affirmative vote of a majority of directors then in office. All Directors must be given ten (10) days written notice of a meeting which

includes removal of director(s) on the agenda and the specified charges. A removed director's successor may be elected or appointed at the same meeting to serve the unexpired term.

(a) Absences. Any elected Officer or Director who shall have been absent from two (2) consecutive regular meetings of the Board of Directors without providing notice of such absence shall automatically vacate the seat on the Board and the vacancy shall be filled as provided by these Bylaws; however, the Board shall consider each absence of an elected Officer or Director as separate circumstance and may expressly waive such absence by a two-thirds (2/3) vote of the members present at that meeting.

(b) Impediment to Organizational Mission. If a Director becomes an impediment to The GLOBE Academy's mission by failing to perform the Director's duties, failing to perform the Director's duties adequately, being disruptive in meetings of the Board of Directors or taking an action, whether or not in the Director's official capacity, that is inconsistent with these Bylaws or the organizational mission of The GLOBE Academy, any Director may request a vote for removal of such Director and a vote will be placed on the agenda for the next regularly scheduled meeting of the Board of Directors. The Chair may, but is not required to, meet informally with the Director in question to outline concerns regarding their performance before a vote by the Board of Directors on removal.

Section 4. *Location and Conduct of Meetings and Minutes.* The minutes of any meeting shall be taken by the Secretary and be available to board members and any interested party including The GLOBE Academy staff, parents and students. The Board of Directors shall operate in accordance with the Open and Public Meetings Act, O.C.G.A. §50-14-1 *et seq.*

Section 5. *Meetings.* The Board of Directors shall meet no less often than quarterly. Regular meetings of the Board of Directors may be held at such time and at such place as may be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chair or by any two members of the Board of Directors. Notice of the time and place of all such meetings shall be given to each member of the Board of Directors by telephone, mail, fax or e-mail, in person or by other reasonable means at least two days before the meeting. Any member of the Board of Directors may execute a waiver of notice either before or after any meeting, and shall be deemed to have waived notice if he or she is present at such meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be stated in the notice or waiver of notice of such meeting.

Section 6. *Quorum.* At all meetings of the Board of Directors, a majority of directors in office at any time shall constitute a quorum for the transaction of business, and the act of a majority of the voting Directors present at a meeting where there is a quorum present shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by these Bylaws. Each director shall have one equal vote.

Section 7. *Committees.* The Board of Directors, by resolution adopted by the majority of the directors, may designate from among the Board of Directors one or more committees, each of which shall consist of at least one director. Any such committee, to the extent provided in the resolution, shall provide recommendations for action to be voted upon by the Board of Directors and, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors. The Chair of The GLOBE Academy shall appoint the members and chairperson of such committee with approval of the Board of Directors. Any member thereof may be removed by the Chair whenever in the Chair's judgment, the best interest of The GLOBE Academy shall be served by such removal. The designation and appointment of any such committee and the delegation of authority thereto shall not operate to relieve the Board of

Directors, or officer, or any individual director, of any responsibility imposed by law.

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

Section 8. *Consent of Directors.* Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a majority of the Board or committee, as the case may be, consent thereto in writing, including electronic communication, setting forth the action so taken, and the writing or writings are filed with the minutes of the proceedings of the Board or committee. Such consent shall have the same force and effect as an affirmative vote of the Board of Directors.

Section 9. *Compensation of Directors.* Directors shall not be entitled to any compensation for their services as Directors or members of any committee of the Board of Directors, except that by resolution of the Board of Directors, a director shall be allowed reimbursement for any reasonable expenses incurred on behalf of The GLOBE Academy and expenses, if any, for attendance at each meeting of the Board.

Section 10. *Public Records.* The GLOBE Academy is subject to and shall comply with the Georgia Open Records Act §50-18-70 *et seq.* The GLOBE Academy shall maintain its adopted policies, budgets, meeting agendas and minutes and shall make such documentation available for public inspection.

### ARTICLE III

#### OFFICERS

Section 1. *Number and Qualifications of Officers.* The officers of The GLOBE Academy shall include a Chair, Vice-Chair, a Secretary, a Treasurer as stipulated in the Articles of Incorporation and such other positions as created from time to time by the Board of Directors. The Board of Directors may from time to time create and establish duties of such officers consistent with the Articles of Incorporation and these Bylaws.

Section 2. *Election and Term of Office.* The initial officers and directors to serve until the next annual election of officers shall be designated by the Board Chair/President. After the initial appointment of officers by the Chair/President, officers shall be elected by a majority of the Board of Directors present or by proxy at the meeting designated by the Board of Directors for officer elections (the "Election Meeting"). Directors who do not attend the Election Meeting or provide a vote by proxy shall waive their right to vote for officers at the Election Meeting. Each officer shall serve for a term of one year or until their successors are elected.

Section 3. *Duties.* The duties of the officers shall include the following:

(a) *Chair* shall be the senior executive officer of The GLOBE Academy, who shall have general and active management of The GLOBE Academy, see that all orders and resolutions of the Board of Directors are carried into effect. The Chair and officers designated by the Chair shall have the power and authority to execute all contracts requiring a seal, under the seal of The GLOBE Academy, except where the execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of The GLOBE Academy. Unless otherwise determined by the Board of Directors, the Chair shall also have the title of “President.”

(b) *Vice-Chair* shall assist the Chair in his/her duties and perform any other duties as needed to carry out the purposes of The GLOBE Academy. In the absence of the Chair, the Vice-Chair shall exercise the powers of the Chair.

(c) *The Secretary* shall record the minutes of the meetings of the Board of Directors, see that all notices are duly given in accordance with the provisions of these By-laws, be custodian of The GLOBE Academy records, and perform such duties as from time to time may be assigned to him/her by the Chair or the Board of Directors.

(d) *The Treasurer* of The Globe Academy shall assure that the CFO keeps and maintains, or causes to be kept and maintained, adequate and correct accounts of the properties and business transactions of Globe Academy, including accounts of its assets, liabilities, receipts, disbursements and fund balances. The books of account shall be open to inspection by any Board member during business hours.

The Treasurer shall assure that the CFO deposits, or causes to be deposited, all money and other valuables in the name and to the credit of the Globe Academy with such depositories as may be designated from time to time by the Board. The Treasurer shall provide oversight to the investment and reinvestment of funds of the Globe Academy as may be directed by the Board of Trustees. The Treasurer shall assure that the CFO disburses the funds of the Globe Academy as may be directed by the Board, and shall render to the Board, upon request, but no less than quarterly, an account of all transactions and the financial condition of the Globe Academy. The Treasurer shall present a financial report of operations since the last preceding regular Board meeting, to the Board at all regular meetings. The Treasurer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

The Treasurer shall ensure that all members of the board fully comprehend the financial matters of the Globe Academy and receive reliable and timely information regarding those matters. The Treasurer shall: Understand financial accounting for nonprofit organizations or charter schools, and work with the CFO or other appropriate school leadership to deliver accurate and complete financial reports as required for district or state reporting. Assures all records of school accounts are kept current. The Treasurer shall handle all work related to school’s financial affairs with integrity and care. Proposes fiscal policies and internal controls for board approval.

The Treasurer shall be the chair of the Finance Committee. The Treasurer, as chair of the Finance Committee, annually shall recommend an auditing firm to be hired by the Board of Trustees to review the books of the Globe Academy and provide an annual response on the audit and adequacy of internal controls to the Board of Trustees.

The Treasurer shall possess qualifications as required by the district and/or state.

Section 4. *Compensation of Officers.* Officers shall not be entitled to any compensation for their services as Officers, except that by resolution of the Board of Directors, an officer shall be allowed reimbursement for any reasonable expenses incurred on behalf of The GLOBE Academy and expenses, if any, for attendance at each meeting of the officers.

Section 5. *Advisory Board, School Council or Parent-Teacher Association.* The Board of Directors may establish an Advisory Board, School Council, Parent-Teacher Association or such other advisory committees or advisory boards consisting in whole or in part of persons who are not directors as it deems necessary or desirable to assist in its mission. The number of members on the Advisory Board, School Council and Parent-Teacher Association and the manner of their appointment shall be established by the majority vote of the Directors then in office. The Board of Directors may discontinue any such committee at the Board of Directors' pleasure. It shall be the function and purpose of each such committee or body to advise the Board of Directors. Each such committee or body will have such powers and perform such specific duties or functions, not inconsistent with the Articles of Incorporation or these Bylaws, as the Board of Directors may prescribe; provided, however, that no such advisory committee or board will have the authority to act on behalf of the Board of Directors. Appointments to, and the chair of, any such advisory committees or boards will be made by the Chair unless the Board of Directors otherwise provides.

#### ARTICLE IV

##### VACANCIES

Section 1. *Resignations.* Any director or officer may resign such position at any time, such resignation to be made in writing and to take effect from the time of its receipt by The GLOBE Academy, unless some other time may be fixed in the resignation, and then from that date. If an officer resigns, said officer will be deemed to resign its position on the Board of Directors. The acceptance of the resignation by the Board of Directors shall not be required to make it effective.

Section 2. *Filling Vacancies.* If the office of any officer or director becomes vacant, by an increase in the number of officers, or by reason of death, resignation, disqualification or otherwise, the remaining members of the Board of Directors, although less than a quorum, by a majority vote may choose a successor or successors who shall hold office for the unexpired term.

Section 3. *Newly Created Officer.* Any office to be filled by reason of an increase in the number Officers shall be filled by election by a majority vote by the Board.

#### ARTICLE V

##### LIABILITY AND INDEMNIFICATION

Section 1. The officers, directors and members of The GLOBE Academy shall not be personally liable for the debts, liabilities or obligations of The GLOBE Academy.

Section 2. The GLOBE Academy shall indemnify to the fullest extent permitted by the GNCC, any individual who is a Party to a Proceeding because he or she is or was a Director or Officer against

Liability incurred in the Proceeding if such individual (a) conducted himself or herself in good faith and (b) reasonably believed: (i) in the case of conduct in his or her Official Capacity, that his or her conduct was in the best interests of The GLOBE Academy; (ii) in all other cases, that his or her conduct was at least not opposed to the best interests of The GLOBE Academy; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; provided, however, that The GLOBE Academy shall not indemnify a Director or Officer under this Article for any Liability incurred in a Proceeding in which the Director or Officer is adjudged liable to The GLOBE Academy or is subjected to injunctive relief in favor of The GLOBE Academy for: (i) any appropriation, in violation of his or her duties, of any business opportunity of The GLOBE Academy; (ii) acts or omissions which involve intentional misconduct or a knowing violation of law; (iii) the types of liability set forth in GNCC Section 14-3-851; or (iv) any transaction from which he or she received an improper personal benefit. For purposes of this Article, the terms “party”, “proceed-ing”, “director” and “liability” shall have the meanings given to them in the provisions of the Georgia Nonprofit Corporation Code which govern the indemnification of directors.

Section 3. *Advance for Expenses of Directors.* The GLOBE Academy shall pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding, in advance of final disposition of the proceeding, if:

(a) The director furnishes The GLOBE Academy a written affirmation of the director’s good faith belief that the director has met the standard of conduct set forth in Section 2 above; and

(b) The director furnishes The GLOBE Academy a written undertaking, executed personally or on the director’s behalf, to repay any advances if it is ultimately determined that the director is not entitled to indemnification.

The written undertaking required by paragraph (b) above must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

Section 4. This Article constitutes a contract between the corporation and the indemnified officers, directors, and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer, director, or employee under this Article shall apply to such officer, director, or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

## ARTICLE VI

### DISSOLUTION

Section 1. The Board of Directors may by written consent of not less than 2/3 of the members vote to dissolve The GLOBE Academy at any time. Except in the case of involuntary dissolution or reorganization with the purpose of continuing to operate as a public K12 charter school, if the school is in operation with students attending The GLOBE Academy at the time of dissolution, the dissolution will not take effect until the end of the then current schoolyear.

Section 2. In the event of dissolution of The GLOBE Academy whether voluntary or involuntary or by operation of law, none of the property of The GLOBE Academy nor any proceeds thereof nor any assets of The GLOBE Academy shall be distributed to any directors or staff, but after payment of the debts of The GLOBE Academy its property and assets shall be given to an exempt purpose within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for the benefit of public education as selected by the then Board of Directors so long as no part thereof inures to the benefit of any director or officer.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. *Execution of Instruments.* All checks or demands for money and notes of The GLOBE Academy shall be signed by such officer or officers or such other person or persons as the Board of Directors or Chair may from time to time designate.

Section 2. *Fiscal Year.* The Fiscal Year of The GLOBE Academy shall begin on July 1 and end June 30 of each year, with the initial fiscal year to commence on the date of incorporation. Not later than three months after the close of each fiscal year, The GLOBE Academy shall prepare:

- (a) A balance sheet showing in reasonable detail the financial condition of the corporation as of the close of its fiscal year, and
- (b) A profit and loss statement showing the results of its operation during its fiscal year.

Section 3. *Authorization for Expenditures.* Any officer may authorize expenditures of up to Ten Thousand Dollars (\$10,000). Expenditures of over Ten-thousand Dollars (\$10,000.00) but less than Fifteen Thousand Dollars (\$15,000) must be jointly authorized by two officers. Expenditures in excess of Fifteen Thousand Dollars (\$15,000) must be approved by a majority of the Board of Directors.

Section 4. *Contract Execution.* In addition to the Chair and Vice-Chair, members of the leadership team (Executive Director or principal, Director of Operations/CFO, and/or Director of Policy and Partnerships) may execute any contract not exceeding ten thousand dollars (\$10,000) for the fiscal year without authorization from the Board. These designated leadership team members may execute any contract over ten thousand dollars (\$10,000) but below Fifteen thousand dollars (\$15,000) for the fiscal year upon approval by any two officers of the board. Designated leadership team members may execute any contract in excess of Fifteen Thousand Dollars (\$15,000) after approval by a majority of the Board of Directors.

Section 5. *Charter Management Company.* The GLOBE Academy will not be managed directly or indirectly by a for-profit management company and/or service provider in accordance with the business league purposes of The GLOBE Academy within the meaning of Section 501(c)(3) of the Internal Revenue Code. The board of directors by a majority vote may choose to be managed directly or indirectly by a not for profit management company or service provider that has been certified as a 501c3 nonprofit

by the Internal Revenue Service.

Section 6. *Nondiscrimination Policy.* The GLOBE Academy shall provide students of any race, color, national and ethnic origin all the rights, privileges, programs and activities generally accorded or made available to students at The GLOBE Academy. The GLOBE Academy shall not discriminate on the basis of race, color, national and ethnic origin in the administration of its educational policies, admissions policies, and athletic and other school- administered programs.

## ARTICLE VIII

### AMENDMENT OF BYLAWS

The Bylaws may be amended, repealed, or altered in whole or in part, and new Bylaws may be adopted, by a two-thirds vote of the directors entitled to vote at any meeting of the Board of Directors, duly called and at which a quorum is present.

## ARTICLE IX

### REQUIRED INFORMATION FOR CHARTER SCHOOL APPLICATION

Section 1. *Required Information for Public Charter School.* This Article contains information required by the Georgia School Code. Every public school academy contract shall include the information contained in this Article.

Section 2. *Governance Structure of Public Charter School.* In addition to the provisions of these Bylaws, additional provisions for the governance structure are set forth in the charter contract.

Section 3. *Educational Goals.* The educational goals and objectives of The GLOBE Academy are set forth in the charter contract. The educational scope and sequence, and assessments of the corporation are set forth in the charter contract. These educational goals fulfill at least one of the purposes set forth in the Georgia School Code.

Section 4. *Curriculum.* The curriculum plan of The GLOBE Academy is set forth in the charter contract. The curriculum, together with the educational goals and programs, fulfills at least one of the purposes set forth in the Georgia School Code.

Section 5. *Methods of Pupil Assessment.* The methods of pupil assessment of The GLOBE Academy are set forth in the charter contract.

Section 6. *Admission Policy and Selection Process.* The admission policy and selection process of The GLOBE Academy are set forth in the charter contract.

Section 7. *School Calendar and School Day Schedule.* The school calendar and school day schedule of The GLOBE Academy are set forth in the charter contract.

Section 8. *Grade Range of Pupils to Be Enrolled.* The age or grade range of pupils to be enrolled by The GLOBE Academy are set forth in the charter contract.

Section 9. *Annual Reporting.* An annual report outlining the previous year's progress by the GLOBE Academy to the state board; to parents and guardians of students enrolled in the school; and to the Department of Education no later than October 1 of each year. The report shall contain, but is not limited to:

- (a) An indication of progress toward the goals as included in the charter;
- (b) Academic data for the previous year, including state academic accountability data, such as standardized test scores and adequate yearly progress data;
- (c) Unaudited financial statements for the fiscal year ending on June 30, provided that audited statements conducted by an independent Georgia licensed Certified Public Accountant will be forwarded to the local board and state board upon completion;
- (d) Updated contact information for The GLOBE Academy and the administrator;
- (e) Proof of current nonprofit status, if applicable;
- (f) Any other supplemental information that The GLOBE Academy chooses to include or that the state board requests that demonstrates The GLOBE Academy's success.

Section 10. *School's Commitment to Comply with Laws.* The GLOBE Academy's commitment to comply with all applicable laws is set forth in the charter contract.

**CERTIFICATION**

I, Anita Patel, Secretary of The GLOBE Academy, Inc., a Georgia nonprofit corporation, hereby certify that the attached *Bylaws* were adopted by the Board of Directors of The GLOBE Academy, Inc., in a legally called meeting held on August 2, 2017. After being put to a vote, the following directors of the GLOBE Academy, which represent the number of votes sufficient for its approval, approved these Bylaws on August 2, 2017.

\_\_\_\_\_  
IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of August, 2017.

The GLOBE Academy Inc.,  
A Georgia nonprofit corporation

By: \_\_\_\_\_  
Anita Patel, Secretary

## **EXHIBIT 3**

Attach a copy of the governing board's Conflict of Interest Policy.

# **The GLOBE Academy Conflict of Interest Policy**

## **Article I Purpose**

The purpose of this conflict of interest policy is to protect The GLOBE Academy's (Organization) interest when it contemplates entering into a transaction or arrangement that might benefit a private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

## **Article II Definitions**

### **1. Interested Person**

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

### **2. Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or contractual arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or contractual arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or contractual arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

## **Article III Procedures**

### **1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must proactively and of one's own accord disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

### **2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

### **3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

### **4. Violations of the Conflicts of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe 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.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## **Article IV**

### **Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. 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 governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. 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 with the proceedings.

## **Article V**

### **Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### **Article VI**

##### **Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy or been instructed to look an accessible electronic copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### **Article VII**

##### **Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

#### **Article VIII**

##### **Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**CERTIFICATION**

I, Reshma Kakkar, Secretary of The GLOBE Academy, Inc., a Georgia nonprofit corporation, hereby certify that the attached Conflict of Interest Policy was adopted by the Board of Directors of The GLOBE Academy, Inc., in a legally called meeting held on January 16, 2011, and further certify that after being put to vote, the number of votes cast for the Policy was sufficient for its approval.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of January, 2011.

The GLOBE Academy, Inc.,  
A Georgia nonprofit corporation

By:

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Reshma Kakkar, Secretary

## **EXHIBIT 4**

Attach a copy of the governing board's Conflict of Interest Form.

**The GLOBE Academy, Inc.**

**Conflict of Interest Form**

With the signature below, the director, principal officer, or member of a committee with governing board delegated powers confirms that in the fiscal year corresponding to the date of his/her signature he/she:

- Has received a copy or been instructed to look an accessible electronic copy of the conflicts of interest policy,
- Has read and understands the policy,
- Has agreed to comply with the policy, and
- Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Acknowledged and Agreed:

Member: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

A physical and scanned electronic copy of this signature page will be kept by the Organization and submitted when necessary or requested to verify the Organization and each interested person's acknowledgement of the Organization's conflict of interest policy

## **EXHIBIT 5**

Attach a completed Accountability Report.

Please complete the Accountability Report below. Tab 2 contains a partial example of what your Accountability Report should look like.													
<b>School/System Name: The GLOBE Academy</b>						<b>Charter Term: 2013-2018</b>							
<b>Contract Terms and Performance Goals</b>			<b>Assessment</b>	<b>2013-2014</b>		<b>2014-2015</b>		<b>2015-2016</b>		<b>2016-2017</b>		<b>2017-2018</b>	
<b>Essential or Innovative Features (Indicate whether each essential or innovative feature was implemented. Use the legend below to indicate the implementation of each feature.)</b>													
Second language acquisition model through dual-language immersion				✓		✓		✓		✓			
Dual language immersion constructivist framework will employ multi-disciplinary units of inquiry				Progress Made		Progress Made		✓		✓			
Will utilize waivers and comply with state and federal regulations where waivers are not permitted.				✓		✓		✓		✓			
Will utilize an autonomous governing board.				✓		✓		✓		✓			
				Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual
<b>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)</b>													
<b>Academic Goal 1:</b> Academic Goal 1: The charter school will perform above the level that would place it on the Priority Schools list, the Focus Schools list, or the Alert Schools list. The Charter School will also meet all targets (currently CCRPI and state performance targets), as defined by Georgia state requirements and the state's waiver of No Child Left Behind, subject to any amendment, waiver or reauthorization thereof. Students will demonstrate proficiency and improvement over prior years' performance.													
<b>Measure 1:</b> Percentage of students who meet or exceed all State Performance Targets and all other statewide-accountability requirements as established by the Department each year for all content areas of the CRCT, the EOCT and the graduation rate.			Eng/Lang Arts	93%	95%	See below - Milestones Data							
			Reading	95%	99%								
			Math	88%	84%								
			Science	82%	88%								
			Social Studies	81%	87%								
<b>Measure 1:</b> Percentage of students who meet or exceed all State Performance Targets and all other statewide-accountability requirements as established by the Department each year for all content areas of the CRCT, the EOCT and the graduation rate. (AFTER Year 1 based on Milestones)			Eng/Lang Arts	see above - CRCT		60.3	91.5	63.6	86.0	66.9	91.9		
			Math			63.8	87.2	66.8	85.6	69.8	93.7		
			Science			57.4	86.9	61.0	81.3	64.6	83.9		
			Social Studies			59.7	73.1	63.1	65.7	66.5	88.0		
<b>Measure 2:</b> Percentage of students who meet or exceed state standards on each content area of the CRCT will be greater than the State or local district Average, whichever is higher, by at least 3% in all subjects in all grade levels.			ELA	88%	95%								
			Reading	92%	99%								
			Math	81%	84%								
			Science	77%	88%								
			Soc.Studies	84%	87%								
<b>Measure 3:</b> Percentage of students scoring in the exceeds category on the CRCT in all grade levels and subject areas will exceed the baseline average by 3%				N/A	N/A								
<b>Academic Goal 2:</b> The Charter School will demonstrate proficiency and improvement on national norm referenced assessments													
<b>Measure 1:</b> The percentage of students who meet or exceed their RIT growth targets on MAP testing, as developed by NWEA will increase by 5% each year of the charter term			Reading	N/A		5%	-9.2%	5%	9.6%	5%	0.2%		
			Math			5%	-14.2%	5%	13%	5%	3.6%		
<b>Measure 2:</b> Percentage of students who meet or exceed annual growth goals in the national percentile value on the ITBS assessment will increase by 5% each year of the charter term			N/A - ITBS no longer utilized										

**NOTE: Please see "Past Performance" section of renewal application for specific feedback on the design of some of these measures.**

	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual
<b>Academic Goal 3:</b> Students will demonstrate global competency and understanding, advanced second language fluency, and positive impact in the community										
<b>Measure 1:</b> By the end of years 1, 3 and 5, 80% of students will achieve at least a novice-mid level, intermediate-low level and advanced-low level, respectively, on written and oral second language proficiency as measured by American Council on the Teaching of Foreign Language (ACTFL) Proficiency Rubric	novice-mid					80%	87%	80%	90%	
	intermediate-low					80%	27%	80%	40%	
<b>Measure 2:</b> Each year of the charter term, at least 97% of students will demonstrate global competency and understanding by completing at least 1 project that requires comparison and analysis of different cultures (and by participating in at least 5 cross-cultural exchanges with pen-pals via Skype, email or letter writing)		97%	100	97%	100	97%	100	97%	100	97%
<b>Measure 3:</b> At least 95% of students will complete 10 annual hours of community service in grades K-5 and 20 annual hours of community service in grades 6-8		95%	Progress Made	95%	Progress Made	95%	Progress Made	95%	Progress Made	95%
<b>Organizational Goal 1:</b> The Charter School will be economically sustainable										
<b>Measure 1:</b> The Charter School will operate in a fiscally sound manner as measured by an external audit that is submitted on time to the Department		Progress Made	✓	✓	✓	✓	✓	✓	✓	✓
<b>Measure 2:</b> Actual and proposed budgets for each school year will demonstrate effective allocation of resource		✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Measure 3:</b> Yearly balance sheets will demonstrate that the Charter School maintains adequate cash reserves		✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Measure 4:</b> The Charter School will meet all Generally Accepted Accounting Practices (GAAP) as demonstrated by external, annual audit reports		✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Measure 5:</b> The Charter School will meet all financial reporting deadlines set by the Department		✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Organizational Goal 2:</b> The Charter School shall ensure all employees and Governing Board Members receive effective training										
<b>Measure 1:</b> All Governing Board members shall participate in a yearly training workshop and monthly training webinars		✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Measure 2:</b> All staff members will participate in State and Local meetings that pertain to their specific job description		Progress Made	✓	✓	✓	✓	✓	✓	✓	✓
<b>Measure 3:</b> All faculty members will receive at least three PLU units yearly to assure their continued educational improvement		Progress Made	✓	✓	✓	✓	✓	✓	✓	✓
<b>Organizational Goal 3:</b> The Charter School shall promote a positive school experience that engages students, parents and teachers										
<b>Measure 1:</b> the percentage of students absent 15 days or more shall not exceed 10% and shall improve by 2 percentage points until the percentage of students absent 15 days or more is below 5%		<10%	Not available	<8%	4.33%	<6%	7.1%	<5%	6.3%	<5%
<b>Measure 2:</b> 90% of parents will indicate that they are at least "satisfied" with the overall quality of their child's education as measured via an annual survey conducted at the conclusion of the school year, in which the options are very unsatisfied, unsatisfied, somewhat satisfied, satisfied and very satisfied. The survey response rate will be at least 85% of parents surveyed		>90%	Not available	>90%	Not available	>90%	Not available	>90%	83.2%	>90%
<b>Measure 3:</b> Percentage of eligible students who re-enroll for the next school year will be at least 90%		90%	83%	90%	88%	90%	93%	90%	88.0%	90%
<b>Measure 4:</b> Parent participation in parent teacher conferences at 80% the first year, 90% the second year, and 95% in the third year		80%	Not available	90%	Not available	95%	Not available	95%	Met	95%

**NOTE: Please see "Past Performance" section of renewal application for specific feedback on the design of some of these measures.**

	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual
<b>Measure 5:</b> The Charter School will maintain a 90% retention rate of continuing teachers and excluding teachers dismissed for cause, relocation or dismissed by the school	90%	Not available	90%	94%	90%	89%	90%	94%	90%	
<b>Measure 6:</b> Each year, 90% of teachers will indicate that they are at least "satisfied" with the overall quality of their job as measured via an annual survey conducted at the conclusion of the school year, in which the options are very unsatisfied, unsatisfied, somewhat satisfied, satisfied, and very satisfied. The survey response rate will be at least 85% of teachers surveyed.	90%	Not available	90%	Not available	90%	64.7%	90%	74.8%	90%	
<b>Measure 7:</b> Each year, 80% of partners with formal agreements will indicate that they are at least "satisfied" with the overall quality of the partnership with the Charter School as measured via an annual survey conducted at the conclusion of the school year, in which the options are very unsatisfied, unsatisfied, somewhat satisfied, satisfied, and very satisfied	80%	Not available	80%	Not available	80%	Not available	80%	100%	80%	
<b>Legend:</b>								<b>Met</b>	<b>Progress Made</b>	<b>Not Met</b>

***NOTE: Please see "Past Performance" section of renewal application for specific feedback on the design of some of these measures.***

## **EXHIBIT 6**

Attach a copy of the governing board's Governance Training Plan using the governance training memo available on GaDOE's website.

## The GLOBE Academy Board of Directors Training Program Version May 22, 2017

### Overview

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

The Board will provide guidance and assistance in orienting new Directors as the Board's membership evolves. It will help reinforce the Board's commitment to adhere to its Bylaws, Mission, Vision and Values.

The Board shall assure that all new board members receive the required new board member training during their first year, as early in the year as possible.

The Board shall plan annual board member training to complete by October 31 of each school year where this is feasible.

The Board will plan training topics in accordance with state law and with consideration for the knowledge and experience of the current board.

The Board will report all training to the state and district per requirements

The Board will obtain training from an authorized training provider for Georgia charter schools. Training will generally be conducted in-person, but may be offered online, via webinars or other online mechanism.

The Board will fund or reimburse board members for required training

The Board will assure that training requirements for specific roles, such as the board chair, will be met.

It is the view of GLOBE that Board member training:

- assists Board members to be effective and having better skilled Board members assists the organization as a whole;
- assures that the school is compliant with state laws and regulations
- ensures that GLOBE remains current and engaged in best practices for charter school governance

For 2016-2017 school year: Board Training shall be conducted by Nelson Mullins and focus on strategic planning updates, transparency/sunshine laws, and school law and policy.

For 2017-2018 school year: Board trainer is to be selected, Focus of training is on board academic oversight

## EXHIBIT 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.

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

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

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

<b>Personnel Decisions</b>	<b>The GLOBE Academy Nonprofit Governing Board</b>	<b>The GLOBE Academy HOS/ Admin</b>	<b>DeKalb County School District*</b>	<b>Post-Secondary Education Partner(s) (if applicable)</b>	<b>Business Partner(s) (if applicable)</b>	<b>Community Partner(s) (if applicable)</b>
Select, retain, transfer, promote, demote, and/or terminate the principal or school leader	✓					
Evaluate the principal or school leader (LKES)	✓					
Select, retain, transfer, promote, demote, and/or terminate faculty and all other staff		✓				
Evaluate the teachers (TKES) and all other staff		✓				
Determine whether teacher certification will be required	✓	✓				
Plan professional development for staff		✓				
<b>Financial Decisions and Resource Allocation</b>	<b>The GLOBE Academy Nonprofit Governing Board</b>	<b>The GLOBE Academy HOS/ Admin</b>	<b>DeKalb County School District*</b>	<b>Post-Secondary Education Partner(s) (if applicable)</b>	<b>Business Partner(s) (if applicable)</b>	<b>Community Partner(s) (if applicable)</b>
Determine number and type of personnel positions budgeted, including qualifications, roles, and job descriptions	✓	✓				
Establish compensation model including salary ranges, bonus or performance-based increases, supplements, and personal and professional leave, health, dental, disability, and other benefit plans offered (other than TRS, which is mandated) for all employees	✓	✓				
Set budget priorities with funds received that are aligned with school improvement plan, including personnel, curriculum, supply, equipment, maintenance, operations, and all other costs	✓	✓				
Ensure school receives all per-pupil and other funding to which it is entitled by agreement with the local district (its fiscal agent)	✓	✓	✓			
Raise additional funds through fundraising efforts	✓	✓				
Exercise discretion over expenditure for all state and local funds and, as permissible, federal funds		✓				
Final school budget approval	✓					
Establish financial policies and standard operating procedures	✓					
Maintain a reserve fund	✓					
Determine facility uses	✓	✓				
Ensure sound fiscal management and monitor budget implementation	✓	✓				

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

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

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

<b>School Operations</b>	<b>The GLOBE Academy Nonprofit Governing Board</b>	<b>The GLOBE Academy HOS/ Admin</b>	<b>DeKalb County School District*</b>	<b>Post-Secondary Education Partner(s) (if applicable)</b>	<b>Business Partner(s) (if applicable)</b>	<b>Community Partner(s) (if applicable)</b>
Provide input into school operations that are consistent with school improvement and charter goals, including establishing human resources policies, procedures, and handbooks	✓	✓				
Establish work schedules of faculty and staff (e.g., hours per day, days per year, calendars)		✓				
Establish experience, training, and other matters related to substitute teachers		✓				
Recommend/Set school daily, weekly, and annual school calendar and class schedules, including length of school year, holidays, early release days, etc.	✓	✓				
Recommend/Approve professional development vendors and resources	✓	✓				
Manage day-to-day human resources		✓				
HR processing, including employment contracts and benefits administration		✓				
Recommend/Select co-curricular and extracurricular activities	✓	✓				
Establish after-school and Saturday programs as needed	✓	✓				
Set enrichment and/or advisory periods as needed		✓				
Establish field trips, including locations and date		✓				
Set class size and student-teacher ratios	✓	✓				
Set staff-to-student ratios for non-class times (e.g., lunch, recess, specials, transitions)	✓	✓				
Establish school partnerships for school growth	✓	✓				
Develop communications strategies, including stakeholder surveys, parent involvement, volunteer support	✓	✓				
Select/Approve vendors aligned with school needs	✓	✓				
Manage transportation decisions, including authority to contract for transportation service	✓	✓				
Select information systems (e.g., Student Information System, financial information systems)	✓	✓				
Manage the facility or facilities that are owned and operated by the school system for use by the charter school	✓	✓				
Approve/manage the food service agreement with a vendor or the school system	✓	✓				
Establish school size	✓	✓				
Establish school grade span different from typical primary, elementary, middle, and high public school models (e.g., 4-8, K-8, K-12)	✓	✓				
Establish attendance policies	✓	✓				
Establish student code of conduct and behavior policies, plans, processes, and formats	✓	✓				
Adopt and implement a marketing plan that is inclusive in its recruitment and retention of all students	✓	✓				
Ensure access to support to address the physical, social, financial, and emotional needs of students in the school	✓	✓				

\*The LBOE retains its constitutional authority

## EXHIBIT 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.



## 2019-2020 Lottery Application For Admission

**Due to the rigorous nature of our language immersion program, The GLOBE Academy will only accept applications for Kindergarten, First, and Sixth grades.**

### Eligibility

To qualify for admission to The GLOBE Academy, a student must reside in the DeKalb County School District and meet age requirements for Kindergarten and first grade attendance. Residents of DeKalb County who reside in the City of Decatur or the City of Atlanta are not eligible for enrollment. A student must be 5 years of age on or before September 1, 2019 to enroll in Kindergarten and a student must be 6 on or before September 1, 2019 to enroll in first grade. There are no other requirements for enrollment.

The GLOBE Academy does not participate in DeKalb County School Choice application and lottery processes. All applications must be submitted directly to The GLOBE Academy.

### Key Dates and Deadlines

#### Open Enrollment - February 4-15, 2019

Lottery applications for K, 1<sup>st</sup>, and 6<sup>th</sup> grades will be accepted at Lower Campus (2225 Heritage Drive, Atlanta 30345) – Weekdays, 8:30 a.m. to 1:30 p.m. only. (evening and weekend times to be added)  
Applications may not be mailed or emailed.

**The deadline to be included in the 2019-20 Lottery is 1:30 p.m. on Friday, February 15, 2019. Applications received after this date and time will be put at the end of the grade level waiting list in the order they are received.**

Please contact Susan Mellage, Admissions Director at (404) 464-7040 or [sjmellage@theglobeacademy.net](mailto:sjmellage@theglobeacademy.net) with any questions about application or enrollment.

### Public Lottery – February 28, 2019 at 6:30 p.m.

If more applications are received than available spots for any grade, the school will conduct a public lottery using a random selection process. The GLOBE Academy complies with federal and state requirements regarding enrollment practices and lottery procedures.

Admission offers will proceed with the first randomly selected student from each grade, to the next student, and so on until all available spots are offered. Families of students receiving official notification of admission will have a deadline to accept or decline the offer. Should a family decline the offer or fail to respond by the deadline, the spot will be offered to the next student on the waiting list, until all spots have been filled.

### Admission Notification – February 28, 2019

Families of accepted students will be notified by email. Lottery results will be posted on The GLOBE Academy website and at the main entrance of Lower Campus.

### Enrollment Deadline – March 28, 2019

All accepted applicants must return their Intent to Enroll form and all required supporting documentation within 30 calendar days after notification of admission. Failure to comply with this deadline could result in the student's admission offer to be canceled and offered to another student on the waiting list.

### April 2019

Accepted students will receive their language track assignments.



# 2019-20 Lottery Application for Admission

## Student Information

Student's Name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Name child goes by \_\_\_\_\_ Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex \_\_\_\_\_

Home Address \_\_\_\_\_

County of Residence \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Grade in 2018-19 \_\_\_\_\_ Grade for 2019-20 (Circle one): Kindergarten 1<sup>st</sup> Grade 6<sup>th</sup> Grade

Siblings Also Applying for the 2019-20 Lottery (Name and Grade) \_\_\_\_\_

**Lottery Preference(s): Check all for which this student qualifies**

\_\_\_ Sibling of currently enrolled GLOBE student(s): Name(s)/Grade \_\_\_\_\_

\_\_\_ Child of full-time faculty/staff member: Staff Name \_\_\_\_\_

\_\_\_ Child of a GLOBE Academy board member: Board Name \_\_\_\_\_

## Parent/Guardian Information

**Parent 1** Name \_\_\_\_\_

Email address \_\_\_\_\_

Phone: Home/Cell (\_\_\_\_) \_\_\_\_\_ Work (\_\_\_\_) \_\_\_\_\_

If different from child: Home Address \_\_\_\_\_

County of Residence \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Parent 2** Name \_\_\_\_\_

Email address \_\_\_\_\_

Phone: Home/Cell (\_\_\_\_) \_\_\_\_\_ Work (\_\_\_\_) \_\_\_\_\_

If different from child: Home Address \_\_\_\_\_

County of Residence \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**How did you hear about The GLOBE Academy?**

\_\_\_ website    \_\_\_ friend    \_\_\_ DCSD School Choice Office  
\_\_\_ Other (please specify) \_\_\_\_\_

**Acknowledgements**

I understand that this application for enrollment does not guarantee admission and that if there are more applicants than spaces available at a grade level, there will be a random lottery to determine enrollment for that grade level.

I acknowledge that the information in this application is accurate to the best of my knowledge. Providing false or incomplete information may disqualify my child from the lottery or an offer of enrollment.

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

\_\_\_\_\_  
Date

Lower Campus (K-3): 2225 Heritage Drive, Atlanta, GA 30345 Upper Campus (4-8): 4105 Briarcliff Road, Atlanta,



## EXHIBIT 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.

## **The GLOBE Academy 2016-17 Random Lottery Process, Policy, and Procedures**

Lottery Date: Thursday, February 28, 2019 at 6:30pm

Location: The GLOBE Academy, Lower Campus Village Plaza (Cafeteria), 2225 Heritage Drive, Atlanta 30345

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Policy Procedures

o During Open Enrollment

o Post Open Enrollment

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o Notification of Accepted Students

o Enrollment of Accepted Students

### **Enrollment Policy**

For the 2019-20 school year, The GLOBE Academy will accept applications for Kindergarten, 1st Grade, 5th Grade, and 6th Grade. Due to the rigorous nature of our language immersion program, applications for 2nd, 3rd, and 4th grade, including sibling applications, will not be accepted.

If the number of timely applicants received by The GLOBE Academy exceeds the capacity of a program, class, grade level or building, The GLOBE Academy shall ensure that such applicants have an equal chance of being admitted through a random-selection lottery. To participate in the lottery, a student's application must be received during the Open Enrollment period and prior to the enrollment application deadline as established by the school's Board (1:30 p.m. on Friday, February 15, 2019). The lottery will take place on Thursday, February 28, 2019 in the Village Plaza (cafeteria) at Lower Campus. The lottery will be open to the public and advertised in advance. A nonbiased third party will witness and certify the validity of the lottery.

The attendance zone for eligible applicants is any residence within the DeKalb County School District as determined by DeKalb County School District (DCSD). Class size is at the discretion of the Head of School, with Board approval, as long as within legal limits.

### **PROCEDURES**

Open Enrollment

During Open Enrollment (February 4-15, 2019), completed lottery applications will be accepted from the public.



## Post Open Enrollment

Upon closing of each Open Enrollment period, if the number of qualified applications from applicants exceeds the number of available seats for any or all grade levels, a random selection (Lottery), which shall be open to the public, will be conducted.

All qualifying applicants will be contacted of date, time and place of Lottery via phone and/or web-posting. Stakeholders will be invited to the Lottery, including families, community leaders, representatives from the Georgia Charter Schools Association (GCSA), and representatives from the DeKalb County School System.

A calculation review will be performed to ensure that the total number of children of charter school's founders and children of employees is less than 10% of the total enrollment.

Prior to the lottery, chips will be numbered from one through the total number of applications received. Each child will be assigned a random number. The assigned number will be recorded on an application roster along with the student's name, grade-level, applicable preferences, and siblings. The application roster will be available at the lottery. The chips will be placed in specified containers for the applicable grades. All chips will be the same in weight and size.

## **LOTTERY DAY**

It is not necessary for an applicant's parent/guardian to be present at the Lottery in order for an applicant to participate in the lottery. The procedure will be explained to the audience.

- o Grade Order
- o Drawing to Select Students
- o Waiting List Process
- o Preferences

Questions:

Questions will be answered prior to the beginning of the drawings.

Announce the Grade Order:

The order in which grades will be drawn will be determined by ordering the grades beginning with the grade where the applications received exceed the available spots by the highest percentage and ending with the grade for which the opposite is true.

Drawing to Select Students:

To make this process as transparent as possible, students with preference will be drawn (based on established grade order as detailed above) and placed on lists first. Chips will be drawn based on grade level. Students admitted through a preference and why they are receiving preference will be read aloud and added to the class list for the appropriate grade level.

The random lottery to select students will then be conducted, drawing all names from each grade before moving to the next grade level. A third party will draw names, pass the chip to the caller, and verify that the caller is reading the correct number. As each student is selected, that student's assigned number will be placed on the acceptance list, and that student's sibling(s) will be added to the appropriate class list for that grade or any other grades. A sibling will be placed based on available space. If the class is at capacity, the sibling receives preference on the waiting list. The numbers will be recorded as they are pulled until all the seats at that grade level are filled. Once all seats are filled, all remaining names will be placed on the waiting list in the order in which they are drawn. A student cannot lose his/her seat on the acceptance list after it has been awarded.

#### WAITING LIST

After all names have been drawn and placed, waiting lists will be adjusted to award sibling preference. Sibling preference applies only when the sibling is placed on the acceptance list, as opposed to placement on a waiting list. Student preference siblings will be moved up the waiting list based on their original order, bypassing singletons.

Applications received after the Open Enrollment period will be placed at the end of the waiting list after the lottery has concluded, in the order in which they were received. If a class is not at capacity at the end of the lottery, additional students will be added as qualified applications are received, in the order they are received. If additional seats become available after the Lottery, they will be filled from the applicants, in order, on the waiting list. Sibling preference will be applied to the waiting list only at the time of the lottery. The waiting list order will not be adjusted after the time of the lottery, even if one sibling gets accepted. Applications are only valid for one year. New applications for the following year will need to be submitted for the next year's consideration. The waiting list does not carry over from year to year.

#### Preferences

Pursuant to O.C.G.A. 20-2-2066, and The GLOBE Academy policies, enrollment preferences will be given in the following order to: 1) siblings of students enrolled in the school and 2) students with a parent or guardian who is a member of the governing board or is a full-time teacher, professional, or other employee of The GLOBE Academy.

#### Siblings and Sibling Preference

By definition, a sibling is a:

1. Biological (including ½ sibling)/adoptive sibling residing within the GLOBE attendance zone.
2. Step-siblings residing in the same household.
3. Foster children residing within the same household.

Sibling notes: Step-siblings living in different households are not considered for sibling preference. An applicant must have a currently enrolled sibling at GLOBE at the time of the

lottery. A sibling of an alumnus of the school does not qualify as a sibling for entrance preference. Further, sibling preferences are only applicable for students who are eligible to enroll based on age.

Same-grade siblings (twins) will be treated as one single applicant unit, rather than as multiple applicants. Same-grade siblings each get their own number in the lottery. When one applicant unit is drawn in the lottery, the same-grade sibling(s) will be numerically ordered on the waiting list or conditionally accepted, dependent upon where in the lottery that applicant unit was drawn.

Siblings of current students must submit an application to the school during the open enrollment period to be considered for admission.

#### NOTIFICATION PROCESS

Parents/Guardians will be notified of acceptance by email blast immediately following the lottery. Lottery results will be posted at Lower Campus and on The GLOBE Academy website within 24 hours of the lottery.

#### ENROLLMENT PROCESS

Upon admittance to the school, applicants will be required to submit completed Intent to Enroll forms and required documents by the date indicated on their enrollment offer letter. The first deadline for families accepted at the lottery is March 28, 2019. Failure to return the enrollment forms and documents by the deadline may result in the student's spot being forfeited and given to the next student on the waiting list. All requested documents are required as per DeKalb County Schools Student Registration requirements. If the student is found to be ineligible for enrollment due to age or if the student resides outside the DeKalb County School District attendance zone, the student's spot will be forfeited. If any preference (sibling status, governing board or employee child) given to student at the lottery cannot be verified at the time of enrollment, the student's spot will be forfeited and the student will be moved to the end of the waiting list.

At the time of enrollment, the parent/guardian must submit the following:

1. Completed enrollment forms
2. Original or state-certified birth certificate or other acceptable age verification document as defined by DeKalb County Schools Student Registration Policy. A photocopy will be made and the original document will be returned to the parent.
3. Parent/guardian photo identification - Parent identification will be verified with the birth certificate. Proof of custody or guardianship will be required if not the birth parent.
4. Social Security Card or Social Security Card waiver. A photocopy will be made and the card will be returned to the parent.
5. Proof of Residency

One document proving residency within the attendance zone. Proof of residency may be established with:

- Signed copy of lease or rental agreement
- Current mortgage statement (No more than 30 days old)
- Current utility bill (Gas, water, or electric only. No more than 30 days old. We cannot accept phone or cable bills.)

Residency notes: Residency in the DeKalb County School District must be established as of the enrollment deadline and proper proof of residency must be submitted with enrollment paperwork. Residency must be with the primary or shared custodial parent(s) or legal guardian(s) -- not other relatives or friends. Residence must be student's primary home, not a rental property, place of

business, etc. The residency document must show the name and service address of the parent/guardian. Ownership of property/land with stated intent to build and use as primary residence is insufficient. Parents or guardians who live in a residence but do not own or lease the residence will be required to complete a notarized Affidavit of Residence. The parent/guardian and the adult owner/lessee of the residence will both be required to complete the form, attesting that the person does indeed reside there. The parent/guardian will also need to provide evidence that they do live at the specified residence, as detailed on the affidavit. The parent/guardian and the adult owner/lessee of the residence must both present the Affidavit of Residence at the time of enrollment.

6. Certificate of Nutritional Screening and Eye, Ear, and Dental Examination (GA form 3300 – GA-DHR)

7. Certificate of Immunization (GA form 3231 – GA-DHR) or affidavit of religious conflict

8. Sixth grade students must submit withdrawal paperwork from their previous school or a final 5th grade report card showing successful completion of 5th grade by July 15.

#### Enrollment of Returning Students

The GLOBE Academy will publicize and announce enrollment procedures to the entire DCSD attendance zone, and each January will pre-enroll returning students. Any such student shall be permitted to be enrolled provided that: 1) the student meets age and residency requirements and his/her grade level is offered and 2) the student's re-enrollment form has been completed and returned to the school no later than 1:30 p.m. February 19, 2016. The GLOBE Academy may reserve up to 2 (two) spots in the kindergarten class for children of full-time teachers, professionals or other employees of The GLOBE Academy. If these spots are not needed, any open spots will be offered to the first applicant(s) on the waiting list. The child of a governing board member or full-time employee of The GLOBE Academy may also be placed as "the 23rd child" in first or sixth grade at the discretion of the Head of School. Residency requirements do not apply to children of full-time employees of The GLOBE Academy.

Appendix - Relevant References and Examples (1) O.C.G.A. § 20-2-2066 (2009) TITLE 20. EDUCATION CHAPTER 2. ELEMENTARY AND SECONDARY EDUCATION ARTICLE 31. CHARTER SCHOOLS ACT OF 1998 § 20-2-2066. Admission, enrollment, and withdrawal of students (a) A local charter school shall enroll students in the following manner: (1)(A) A start-up charter school shall enroll any student who resides in the charter attendance zone as specified in the charter and who submits a timely application as specified in the charter unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all such applicants shall have an equal chance of being admitted through a random selection process unless otherwise prohibited by law; provided, however, that a start-up charter school may give enrollment preference to applicants in any one or more of the following categories in the order of priority specified in the charter: (i) A sibling of a student enrolled in the start-up charter school; (ii) A sibling of a student enrolled in another local school designated in the charter; (iii) A student whose parent or guardian is a member of the governing board of the charter school or is a full-time teacher, professional, or other employee at the charter school; and (iv) Students matriculating from a local school designated in the charter; (2) Georgia Department of Education website: How does a charter school lottery work? If the number of applications to a charter school exceeds the capacity of the school, all applicants will have an equal chance of being admitted through a random selection process or lottery. The lottery is conducted in the spring before the school opens and the charter school governing board is required to hold the lottery in a public space. While the Charter Schools Act does

allow for a limited number of preferences, those preferences must be applied before the lottery is conducted. For example, if a charter school's charter permits it to give enrollment preference to siblings of enrolled students, those siblings should be automatically admitted and the spaces taken by those students excluded from the number of available spaces in the lottery. Weighted lotteries are not permitted under Georgia law.

(3) Charter Schools Program, Title V, Part B, Non-Regulatory Guidance, Department of Education, July 2004 C. Lottery, Recruitment, and Admissions C-1. What is a lottery for purposes of the CSP? A lottery is a random selection process by which applicants are admitted to the charter school. C-2. Under what circumstances must a charter school use a lottery? A charter school receiving CSP funds must use a lottery if more students apply for admission to the charter school than can be admitted. A charter school with fewer applicants than spaces available does not need to conduct a lottery. C-3. Are weighted lotteries permissible? Weighted lotteries (lotteries that give preference to one set of students over another) are permitted only when they are necessary to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Equal Protection Clause of the Constitution, or applicable State law. In addition, a charter school may weight its lottery in favor of students seeking to change schools under the public school choice provisions of ESEA Title I, for the limited purpose of providing greater choice to students covered by those provisions. For example, a charter school could provide each student seeking a transfer under Title I with two or more chances to win the lottery, while all other students would have only one chance to win. C-4. May a charter school exempt certain categories of applicants from the lottery and admit them automatically? A charter school that is oversubscribed and, consequently, must use a lottery, generally must include in that lottery all eligible applicants for admission. A charter school may exempt from the lottery only those students who are deemed to have been admitted to the charter school already and, therefore, do not need to reapply.

Specifically, the following categories of applicants may be exempted from the lottery on this basis: (a) students who are enrolled in a public school at the time it is converted into a public charter school; (b) siblings of students already admitted to or attending the same charter school;

(c) children of a charter school's founders (so long as the total number of students allowed under this exemption constitutes only a small percentage of the school's total enrollment); and (d) children of employees in a work-site charter school (so long as the total number of students allowed under this exemption constitutes only a small percentage of the school's total enrollment). When recruiting students, charter schools should target all segments of the parent community. The charter school must recruit in a manner that does not discriminate against students of a particular race, color, national origin, religion, or sex, or against students with disabilities; but the charter school may target additional recruitment efforts toward groups that might otherwise have limited opportunities to participate in the charter school's programs. Once a student has been admitted to the charter school through an appropriate process, he or she may remain in attendance through subsequent grades. A new applicant for admission to the charter school, however, would be subject to the lottery if, as of the application closing date, the total number of applicants exceeds the number of spaces available at the charter school. C-5 May a charter school create separate lottery pools for girls and boys, in order to ensure that it has a reasonably equal gender balance? No, the legislation requires a charter school receiving CSP funds to hold one lottery that provides qualified students with an equal

opportunity to attend the school. Therefore, a charter school receiving funds under the program is precluded from holding separate lotteries for boys and girls. Nor may a school weight its lottery in favor of one gender over another. A school seeking to avoid gender imbalance should do so by targeting additional recruitment efforts toward male or female students.

C-6 May a tuition-based private preschool program that becomes a public charter school at the kindergarten level permit children enrolled in the preschool program to continue in the elementary program without going through a lottery process? No, because the preschool program is private, charges tuition, and most likely does not admit all students, allowing its students to gain admission to the elementary program without going through a lottery process would violate the statute. Therefore, all applicants to the charter school (the elementary program) would have to be selected by lottery if there are more applicants than there are spaces available. However, the statute does not preclude an elementary charter school in this type of situation from holding its lottery a few years early – e.g., when students are ready to enroll in the preschool. Under this approach, the charter school would have an affirmative responsibility to inform prospective applicants that winning the lottery would not require them to enroll in the private preschool. Thus, any child selected through the lottery would be guaranteed a slot in kindergarten, a few years later, whether or not she or she enrolls in the preschool program. Additionally, given the high mobility of children and families, schools that choose to exercise this option should ensure that families new to the area or who were not aware of the previous lottery are given the opportunity to apply for admission. Such actions must meet the admissions requirements of the CSP and might include holding a second lottery to fill vacancies created by normal attrition or failure of early lottery winners to enroll in the charter school.

C-7. May a charter school receiving its final year of CSP funds select students for the next school year (when the school will not be receiving program funds) without using a lottery? A charter school receiving its final year of CSP funds may select students for the upcoming school year without using a lottery, provided that the school obligates all funds under its CSP grant before those students actually enroll in the school. If the school has carry-over funds or extends its grant period, then it must continue to meet all program requirements, including the requirement to hold a lottery if it receives more applications for enrollment than it can accommodate for the upcoming school year.

C-8 In addition to Title V, Part B, Subpart 1 of the ESEA, what other statutory or regulatory authorities should a charter school consider when developing its admissions policies? To be eligible for Federal start-up grants, a charter school's admissions practices must comply with State law and applicable Federal laws. Exemptions from enrollment lotteries are permissible only to the extent that they are consistent with the State's charter school law, other applicable State law, the school's charter, and any applicable Title VI desegregation plans or court orders requiring desegregation. A charter school's admissions practices must also comply with Part B of the Individuals with Disabilities Education Act and Federal civil rights laws, including, but not limited to, Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act of 1990, as applicable.

C-9. What are a charter school's responsibilities with regard to outreach and recruitment? Section 5203(b)(3)(I) of ESEA requires CSP applicants to inform students in the community about the charter school and to give each student "an equal opportunity to attend the charter school" (20 U.S.C. 7221b(b)(3)(I)). Further, section 5203(b)(3)(E) requires charter schools receiving CSP grants or subgrants to involve parents and other members of the community in the planning, program design, and implementation of the charter school. 20 U.S.C. 7221b(b)(3)(E).

C-10. May a charter school receiving CSP funds set minimum eligibility criteria for admission to the charter school? The ESEA does not

specifically prohibit charter schools from setting minimum qualifications for determining who is eligible to enroll in a charter school and, thus, to be included in the lottery.

As stated above, however, charter schools receiving CSP funds must inform students in the community about the charter school and give them an “equal opportunity to attend the charter school.” Thus, a charter school funded under the CSP may set minimum qualifications for admission only to the extent that such qualifications are: (a) consistent with the statutory purposes of the CSP; (b) reasonably necessary to achieve the educational mission of the charter school; and (c) consistent with civil rights laws and Part B of the Individuals with Disabilities Education Act. CSP grantees should consider using program funds to assist “educationally disadvantaged” and other students to achieve to challenging State content and performance standards. (4) Georgia Department of Education Georgia Charter School Implementation Grant Application Public Random Drawing (Lottery) A lottery is a random selection process by which students are admitted to the charter school. The federal CSP program requires a charter school receiving CSP funds to hold one lottery that provides qualified students with an equal opportunity to attend the school. Charter schools cannot create separate lottery pools for any purpose, including the desire to ensure balance in areas such as gender, disabilities, languages, nationality and poverty. A school seeking to avoid any imbalance in its student population should do so through its recruitment efforts. However, recruitment must be conducted in a manner that does not discriminate against students by race, color, national origin, religion, or sex, or against students with disabilities. Rather, the charter school may target additional recruitment efforts toward groups that might otherwise have limited opportunities to participate in the charter school's programs. The CSP limits exemptions to the lottery to currently enrolled students (including students reside in the attendance area of a public school converted to a charter school), siblings of currently enrolled students. Children of founders and teachers may also be exempted from the lottery as long as the total number of students in this category is less than 10% of the total enrollment. The CSP allows preferences only through a weighted lottery, and that they be given only when they are necessary to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Equal Protection Clause of the Constitution, applicable state law related to addressing these federal laws. Schools that exempt students or give preferences to them for other reasons than those stated above are not eligible for grant funding through the federal Charter School Program. (5) Other Examples No Child Left Behind Act [P.L.107-110, section 5210(1)];

<http://www.portlandschools.org/pages/Schools/EECS/EECSlottery.htm>

<http://www.carolinainternationalschool.org/lottery.html>

<http://www.oceancharterschool.org/about.html>

<http://www.neighborhoodcharter.com/enrollment/procedure-lottery> Using a charter school lottery and NCLB: <http://www.ed.gov/policy/elsec/guid/cspguidance03.doc> Accessing federal funds as charter school: [http://www.uscharterschools.org/pdf/gb/acc\\_fed00.pdf](http://www.uscharterschools.org/pdf/gb/acc_fed00.pdf) • To be eligible for a federal public charter schools grant, states must pass a specific law establishing a charter school program. In accordance with the federal legislation for this program, all charter schools that receive federal funds must: 1. be fair, open, and accessible to all students; 2. be non-sectarian; and 3. comply with all federal regulations. 8 • 7 The legislation requires that charter schools cannot charge tuition and must admit students on the basis of a lottery, if more students apply for admission than can be accommodated. (6) Proof of Residency - Other District Examples Dekalb County Pre-K guidelines. Parents will need to bring the following documents

in order to be eligible to participate in the lottery process: 1. Original certified birth certificate 2. Proof of residency (electric, gas or water bill, apartment lease or house contract) Parents may only register at the school that serves their legal address. 3. Child's Social Security Number 4. Photo Identification City Schools of Decatur One of these is required: • Mortgage/Deed/Lease (student's name must be on housing authority lease) • Payment/Coupon Book • Property Tax • Settlement Statement and one of the following is required (current within last 30 days): • Electric bill • Water bill • Gas bill • Cable bill • Telephone bill (land line only) Gwinnett County Schools Proof of residency in attendance zone. Examples include a non-contingent sales contract, lease, or deed. A lease or deed must be accompanied by at least one utility bill (excluding telephone bills) with the same address. A contingency contract is not acceptable. Call your local school if you live with a friend or family member and need information about verifying your residency. Fulton County Schools Proof of Residency Per Board Policy JBC, "School Admissions," two documents indicating residence in the attendance area must be provided for all students.\* Appropriate records for verification of residency must include any two of the following: • Copy of home mortgage payment book • Current utility bill (gas, electric, or water) • Apartment lease showing name of legal guardian • Homeowner's insurance registration/card • Current Paycheck stub • Current Bank statement • Copy of sales contract • Receipt to have utilities connected

## **EXHIBIT 10**

Attach the charter school's annual calendar and the charter school's daily school schedule.



# Upper Campus Daily Schedule

FRIDAY																				
	Marin	Marsh	Molla	Libowsky	Mann/Bingham		White	Schwarzmer	Morris	Whitfield		Newman	Letts	Gray						
7:30-8:00	DEAR in gym																			
8:00-8:30	Morning Meeting																			
8:30-8:35	line up/dismiss to HR																			
8:35-8:40	ELA/Reading/Social Studies 10:16)					(Reading support 9:33-10:16)					8:35-8:40	HR	HR	HR	HR	8:35-8:40	HR	HR	HR	
											8:40-8:45	transition				8:40-8:45	transition			
											8:45-9:35	ELA	Math	Spanish B/French A		8:45-9:28	Social Studies	Band	Health	
											9:35-9:40	transition				9:28-9:33	transition			
											9:40-10:30	Math	Social Studies	Science	ELA	9:33-10:16	Social Studies	Connections	Health	
											10:30-10:35	transition				10:16-10:21	transition			
											10:35-11:25	Social Studies	Science	ELA	Math	10:21-11:04	ELA	A/Acc/SpED Mat	Spanish/French A	
											11:05-11:35	transition				11:04-11:09	transition			
											11:35-11:55	recess				11:25-11:35	transition			
																11:25-12:05	lunch			
						12:05-12:25	recess				11:52-11:57	transition								
						12:25-12:30	transition				11:57-12:46	recess/lunch (12:16)								
						12:30-1:20	Spanish A/French B		Social Studies	Science	12:46-12:51	transition								
						1:20-1:25	transition				12:51-1:34	Science	6th/SpED ELA	Math						
						1:25-2:15	Science	ELA	Math	Social Studies	1:34-1:39	transition								
						2:15-2:20	transition				1:39-2:22	Science	6th/EIP Math	Spanish/French C						
						2:20-3:10	Connections				2:22-2:27	transition								
3:10-3:15	clean up/back up																			
3:15	dismissal																			

THE GLOBE ACADEMY LOWER CAMPUS DAILY SCHEDULE

	Kindergarten		Grade 1		Grade 2		Grade 3
7:30-8:10	Arrival and Morning Work						
8:10-9:10	Morning Instructional Block ELA/Math/SS/Science		8:10-9:30 Morning Instructional Block ELA/Math/SS/Science		8:10-10:30 Morning Instructional Block ELA/Math/SS/Science		8:10-10:45 Instructional Block ELA/Math/SS/Science
9:10-9:35	Snack/Recess		9:30-10:25 Connections		10:30-11:00 Recess		10:45-11:15 Recess
9:35-10:30	Morning Instructional Block ELA/Math/SS/Science		10:30-11:15 Morning Instructional Block ELA/Math/SS/Science		11:00-11:30 Lunch		11:15-11:45 Lunch
10:30-11:25	Connections		11:15-11:45 Recess		11:30-1:00 Afternoon Instructional Block ELA/Math/SS/Science		11:45-12:00 RR/ transitions
11:30-12:00	Lunch and Class Transition		11:45-12:15 Lunch		1:00-1:55 Connections		12:00-12:55 Connections
12:00-2:05	Afternoon Instructional Block ELA/Math/SS/Science		12:15-2:35 Afternoon Instructional Block ELA/Math/SS/Science		2:00-2:35 Afternoon Instructional Block ELA/Math/SS/Science		1:00-2:35 Instructional Block ELA/Math/SS/Science
2:05-2:35	Recess						
2:35-3:10	Dismissal						

## **EXHIBIT 11**

Attach a copy of a sample scope and sequence for a proposed course/grade level.

## **Exhibit 11. The GLOBE Academy Sample Curricula Maps**

Attached are three samples of GLOBE curricula maps. All content for curricula for The GLOBE Academy comes from the Georgia Standards of Excellence: <https://www.georgiastandards.org/Georgia-Standards/Pages/default.aspx>

**The GLOBE Academy First Grade Curriculum Maps 2017-2018**

Math:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6	Unit 7
Creating Routines and using Data	Developing Base Ten Number Sense	Operations and Algebraic Thinking	Sorting, Comparing and Ordering	Understanding Place Value	Understanding Shapes and Fractions	Show What We Know

Writing:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
Narrative	Opinion	Informational	Opinion and Narrative	Informational	Expressive

Reading:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
Building Good Reading Habits	Learning About the World	Readers Have Big Jobs to Do	Research Reading	Meeting Characters and Learning Lessons

Grammar/Spelling:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
Nouns and Blends	Verbs and Digraphs	Sentence Formation and Silent e	Adjectives and Vowel Teams	Commas and Vowel Teams

**For Teachers**

Writing

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 7
Narrative Small Moments	Opinion	Informational	Opinion and Narrative	Informational	Expressive
TC Unit 1	Favorite Hero	Landforms/Geography	Mini Market	Animal Book	Poetry
Aug/Sept	Oct/Nov	Dec	Jan/Feb	March	May

Reading:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
Building Good Reading Habits Unit 1: Units of Study	Learning About the World Unit 2: Units of Study	Readers Have Big Jobs to Do Unit 3: Units of Study	Research Reading <b>Animal Books</b>	Meeting Characters and Learning Lessons Unit 4: Units of Study
Aug/Sept/Oct	Oct/Nov/Dec	January/February	March	April/May

Grammar/Spelling:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
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Nouns and Blends	Verbs and Digraphs	Sentence Formation and Silent <i>e</i>	Adjective and Vowel Teams	Commas and Vowel Teams
-printing letters -beginning blends -short vowels -sorting nouns -singular/plural nouns -spacing	-matching verbs and nouns -verb tense -shades of meaning for verbs -short vowels -digraphs -beginning sentence capitalization -ending punctuation	-Proper noun capitalization -Questions and punctuation -long vowel silent <i>e</i> pattern -Conjunctions	-Adjectives to describe nouns -shades of meaning for adjectives -long vowel teams -using syllables for spelling -using exclamation points	-using commas in a list -defining words by category -prepositions -long vowel teams continued
Aug/Sept	Oct/Nov	Nov/Dec	Jan/Feb	March-May

Science:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
Weather and Seasons	Water	Light and Shadows	Sound	Magnets	Plants and Animals
Aug/Sept	Oct/Nov	December	Jan/Feb	March	April/May

Language Thematic Unit Sequence:

<b>Unit 1</b>	Places in School
	Routines (Morning, Afternoon, Evening)

<b>Unit 2</b>	
<b>Unit 3</b>	Weekend, Afterschool Activities and Transportation
<b>Unit 4</b>	Feelings
<b>Unit 5</b>	Extended Family
<b>Unit 6</b>	Patterns and Clothing
<b>Unit 7</b>	Additional Body Parts and Function
<b>Unit 8</b>	Vegetables and Meat Ordering
<b>Unit 9</b>	Community Workers (Where do they work?)
<b>Unit 10</b>	Animals and Physical Characteristics
<b>Unit 11</b>	Places and Actions in House
<b>On-going all year</b>	Opposites (verbs)
<b>On-going all year</b>	More Advanced Calendar

**The GLOBE Academy Third Grade Curriculum Maps 2017-2018**

**For Website**

Math:

<b>Unit 1</b>	<b>Unit 2</b>	<b>Unit 3</b>	<b>Unit 4</b>	<b>Unit 5</b>	<b>Unit 6</b>	<b>Unit 7</b>
Numbers and Operations in Base Ten	The Relationship Between Multiplication and Division	Patterns in Addition and Multiplication	Geometry	Representing and Comparing Fractions	Measurement	Show What We Know

Writing English:

<b>Unit 1</b>	<b>Unit 2</b>	<b>Unit 3</b>	<b>Unit 4</b>	<b>Unit 5</b>
Narrative	Informational	Opinion	Test Prep	Adapting and Writing Fairy Tales

Writing Language:

<b>Unit 1</b>	<b>Unit 2</b>	<b>Unit 3</b>
Narrative	Opinion	Informational

Reading:

Unit 1	Unit 2	Unit 3	Unit 4
Building a Reading Life	Reading to Learn	Research Clubs	Character Studies

Grammar/Spelling:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
Nouns	Adjectives/Adverbs	Verbs	Agreement	Word Meaning	Grammar Review

### For Teachers

Writing English:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
Narrative	Informational	Informational Narrative	Opinion	Test Prep	Adapting and Writing Fairy Tales
Unit 1: Units of Study	Unit 2: Units of Study	Diary Entries of Native American and Explorer	Unit 3: Units of Study		Unit 4: Units of Study
Aug/Sept	Oct/Nov	Dec	Jan/Feb	March	April/May

Social Studies:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
Economics	Native Americans	Explorers	British Colonial America	Branches of Gov.	Map Study
Aug/Sept	October	Nov/Dec	Jan/Feb	March	April/May

Writing Language:

Unit 1	Unit 2	Unit 3
Narrative	Opinion	Informational
First Day in Immersion Classroom	Advertorial	Biography Comic Strip

Reading:

Unit 1	Unit 2	Unit 3	Unit 4
Building a Reading Life	Reading to Learn	Research Clubs	Character Studies
Unit 1: Units of Study	Unit 2: Units of Study	Unit 3: Units of Study	Unit 4: Units of Study
Novel Study			Novel Study
August/September	October - December	January/February	March-May

Grammar/Spelling:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
Nouns	Adjectives/Adverbs	Verbs	Agreement	Word Meaning	Grammar Review
-pronouns -possessive -abstract nouns -regular/ irregular nouns -quotations -commas -punctuation	-comparative / superlative -synonyms/antonyms -complex sentences -capitalization in Titles -spelling rules / patterns of word endings	-verb tense -regular / irregular -conjunctions -compound sentences -dictionaries and glossaries - grade level spelling patterns in word families	-subject – verb agreement -pronoun – antecedent agreement	-root words -prefix -suffix -using known words -literal vs nonliteral phrases	-review
Aug/Sept	Sept/Oct	Nov/Dec	January	February - April	May

Science:

Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
Heat and Energy	Magnets	Fossils	Rocks and Soils	Habitats of Georgia	Pollution/Conservation
Aug/Sept	Oct	Nov	Jan/Feb	Feb/March	April/May

## Foreign Language Thematic Units for Language Classes

Over the summer of 2015, teachers developed foreign language thematic units to help students acquire **social language** – language for everyday use both in class and if students were to travel to a foreign country. Up until then, most language taught had been around science, math and language arts content areas. These foreign language themes provide a framework for teachers to plan basic communication skills in addition to academic language through science, math and literacy.

Each theme includes vocabulary and language structures to assist students in applying the vocabulary to their daily language use. The foreign language thematic units for each grade level are designed to build upon each other, so that the vocabulary and language structures become more advanced with each year.

It is our hope that after three years of intentional teaching of social language through these foreign language themes, students will be able to focus their attention on the academic language of content areas.

### Kindergarten

<b>Unit 1</b>	Greetings
<b>Unit 2</b>	School
<b>Unit 3</b>	All About Me and Body Parts
<b>Unit 4</b>	Immediate Family
<b>Unit 5</b>	Fall and Winter Seasonal Clothing
<b>Unit 6</b>	Pets and Farm Animals
<b>Unit 7</b>	Community Workers and Places
<b>Unit 8</b>	Opposites (adjectives) and Fruit (color, size, taste)
<b>Unit 9</b>	Spring and Summer Seasonal Clothing and Transportation
<b>Unit 10</b>	Activities in School
<b>On- going all year</b>	Calendar and Feelings

### First Grade

<b>Unit 1</b>	Places in Schools
<b>Unit 2</b>	Additional Body Parts and Function
<b>Unit 3</b>	Extended Family

<b>Unit 4</b>	Routines (Morning, Afternoon, Evening)
<b>Unit 5</b>	Patterns and Clothing
<b>Unit 6</b>	Vegetables and Meat Ordering
<b>Unit 7</b>	Places Where Community Workers Work
<b>Unit 8</b>	Insects, Reptiles, and Amphibians
<b>Unit 9</b>	Feelings
<b>Unit 10</b>	Weekend, Afterschool Activities and Transportation
<b>Unit 11</b>	Places and Actions in House
<b>Unit 12</b>	Opposites (verbs)
<b>On-going all year</b>	More Advanced Calendar

## Second Grade

<b>Unit 1</b>	School Routines and People
<b>Unit 2</b>	Body Parts/Health
<b>Unit 3</b>	Relationships
<b>Unit 4</b>	Clothing and Accessories
<b>Unit 5</b>	Textures of Food
<b>Unit 6</b>	Career Ideas and Purpose
<b>Unit 7</b>	Animals Native to Georgia (mammals and birds)
<b>Unit 8</b>	Map Skills
<b>Unit 9</b>	Retell Vacations and Weekends
<b>Unit 10</b>	Hobbies
<b>Unit 11</b>	Objects and Tasks in the House
<b>On- going all year</b>	Calendar and Feelings (need vocab and language structures for feelings)

## **EXHIBIT 12**

Attach a copy of the charter school's Student Code of Conduct.



*Code of Student Conduct~  
Student Rights and Responsibilities  
and Character Development Handbook*

**2016-2017**

**ELEMENTARY  
MIDDLE  
HIGH**

The DeKalb County School District provides translation of the Code of Student Conduct~Student Rights and Responsibilities and Character Development Handbook, courtesy of the DeKalb International Welcome Center. Request for a translated hard copy may be made to the school principal or an electronic version is available at [www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/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.

**French**

Déclaration sur la Disponibilité de Traduction/Interprétation

Le District Scolaire du Comté de DeKalb assurera que les parents et les élèves auront accès aux informations essentielles concernant leurs droits et responsabilités dans une langue qu'ils peuvent comprendre. Une copie imprimée de la traduction du Code de Conduite des Élèves ~ Droits et Responsabilités des Élèves et Manuel de Développement du Caractère ou autres documents, ainsi que les services d'interprétation, peuvent être obtenus de l'administration de l'école. Une version électronique du Code de Conduite des Élèves ~ Droits et Responsabilités des Élèves et Manuel de Développement du Caractère est disponible à [www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/student-relations).

**Somali**

Warbixinta HelitaankaTutjumaadda/Fasiraadda Dugsiga Degmada DeKalb waxa uu hubin doonaa in dhammaan waalidka iyo ardayda ay ku helaan xogta lamahuraanka ah ee ku saabsan xuquuqdooda iyo waajibaadkooda luqadda ay fahmi karaan. Codsiyadda nuqulo daabacan oo ah Xeerka Dhaqanka Ardayga ~Xuquuqda Ardayaga iyo Waajibaadka Buug yaraha Horumarinta Dabeecadda ama warqaddo xogeed oo kale iyo codsiga adeegyadda turjumaadda af celinta ah ayaa loo samayn karaa maamulka dugsiga.Qaab elektarooni ah oo ah Xeerka Dhaqanka Ardayga ~Xuquuqda Ardayaga iyo Waajibaadka Buug yaraha Horumarinta Dabeecadda ayaa laga heli karaa [www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/student-relations).

**Chinese**

翻譯/傳譯服務宣言

Dekalb縣學校學區將會保證所有家長和學生對於基本資訊他們是有權利和有責任由他們的語言而得到明白。他們可以要求將學生行為準則，學生權利與責任及人格發展手冊翻譯副本及其他文件或有需要翻譯服務都可以向學校申請。學生行為準則，學生權利與責任及人格發展手冊的電子版本可以在

[www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/student-relations)

**Bengali**

DeKalb County School District will ensure that all parents and students have access to essential information regarding their rights and responsibilities in a language they can understand. Printed copies of the Student Code of Conduct ~ Student Rights and Responsibilities Manual or other documents, as well as interpretation services, can be obtained from the school administration. An electronic version of the Student Code of Conduct ~ Student Rights and Responsibilities Manual is available at [www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/student-relations).

**Amharic**

[www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/student-relations).

**Spanish**

Declaración de disponibilidad de traducción/interpretación El distrito escolar del condado de DeKalb se asegurará que todos los padres y alumnos tengan acceso a la información esencial relacionada a sus derechos y responsabilidades en un idioma que puedan entender. La solicitud de una copia traducida del Manual del Código de Conducta Estudiantil-Derechos y Responsabilidades del Alumno y Desarrollo del Carácter u otros documentos, como también la solicitud para los servicios de un intérprete se pueden hacer a la administración de la escuela. Una versión electrónica del Manual del Código de Conducta Estudiantil ~Derechos y Responsabilidades del Alumno y Desarrollo del Carácter está disponible en [www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/student-relations).

**Arabic**

[www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/student-relations).

**Vietnamese**

Tuyên B6 v Dịch V- Phiên Dịch/Thông Dịch

Học Trường Huyện DeKalb bao đảm tất cả các cha mẹ và học sinh sẽ được quyền xem các thông tin liên quan đến quy định và trách nhiệm của học sinh và ngôn ngữ mà học sinh được học. Yêu cầu bản dịch của trường cấp cho ban dịch thuật của Bộ Quy Định và Trách Nhiệm của Học Sinh và Công Năng Phát Triển Tinh Thần, hoặc nhCng tài liệu khác, và yêu cầu nhCng dịch v- thông dịch. Có thể thly ban văn dịch tfr của Bộ Quy Định và Trách Nhiệm của Học Sinh và Công Năng Phát Triển Tinh Thần J trang m;ng [www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/student-relations).

**Burmese**

စကားပြန်နှင့်တာဝန်များပြန်အသင့်ရရှိနိုင်ခြင်းထုတ်ပြန်ကြေညာချက်

DeKalb ခရိုင်ဒေသကျောင်းသည် မိဘများနှင့်ကျောင်းသားများအားလုံးမရှိမဖြစ်ရသင့်လိုက်လိုအပ်သော သို့မဟုတ် အခွင့်အရေးများနှင့်တာဝန်များအားလည်းသဘောပေါက်နိုင်သောစာကိုပေးကမ်းမှုပေးမည်ဖြစ်သည်။ ကျောင်းသားများလိုက်နာဆောင်ရွက်ရမည့်ပစ္စည်းစည်းကမ်းချက်များ၊ ကျောင်းသားများအခွင့်အရေး၊ တာဝန်ဝတ္တရားများ၊ အကျင့်စာရိတ္တများ၊ နှစ်ခြင်းတတ်မှု၊ နှင့်တခြားသော အကြောင်းအရာများတို့သည် တာဝန်ပြန်ထားသော စာအုပ်များဖြင့် တောင်းဆိုမည်ဖြစ်သည်။ စကားပြန်အကူပြုများလိုအပ်ပါကကျောင်းမှစီမံခန့်ခွဲရေးအဖွဲ့များ တောင်းဆိုမှုပေးမည်ဖြစ်သည်။ ကျောင်းသားများလိုက်နာဆောင်ရွက်ရမည့်ပစ္စည်းစည်းကမ်းချက်များ၊ ကျောင်းသားများအခွင့်အရေး၊ တာဝန်ဝတ္တရားများ၊ အကျင့်စာရိတ္တများ၊ နှစ်ခြင်းတတ်မှု၊ စာအုပ်များတို့သည် [www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/student-relations) ဝက်စက်မှာကြည့်ရှုနိုင်သည်။

**Nepali**

अनुवाद/व्याख्या उपलब्धता विवरण

DeKalb County स्कूल जिल्ला विध्यार्थी र उन्का माता-पितामा आफुले बुज्ने भाषामा अधिकार र जिम्मेवारी सन्दर्भका आवश्यक जानकारीमा आफ्नो पहुच रहेको सुनिश्चित गर्दछ। विध्यार्थी आचार संहिता, विध्यार्थी अधिकार र उत्तरदायित्वहरु र चरित्र विकास पुस्तिका वा अन्य कागजातका अनुवादित प्रतिलिपिका साथै बोभासेका लागि विध्यालय प्रशासनमा अनुरोध गर्न सक्नु हुन्छ। विध्यार्थी आचार संहिता, विध्यार्थी अधिकार र उत्तरदायित्वहरु र चरित्र विकास पुस्तिकाको इलेक्ट्रनिक संस्करण ( Copy ) [www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/student-relations) मा पाइने छ

**2016-2017 Parent/Guardian Signature Page**  
*Please return this page within three (3) days to your school.*

**Parent/Guardian  
Acknowledgement of Receipt**

Please read and review the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* 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), and other rights and responsibilities. Please sign below to acknowledge that you and your child received this handbook. Then, cut along the dotted line and return to your child’s school as soon as possible. Thank you for your support.

**Student Summer School/Program Responsibilities**

I affirm that I understand I am responsible for adhering to all rules, regulations, procedures, policies, state, local and federal laws found in the *2016-2017 Code of Student Conduct ~ Student Rights and Responsibilities and Character Development Handbook* during all summer programs following the 2016-2017 school year. I further understand that I am immediately subject to the Levels of Consequences listed in the *2016-2017 Code of Student Conduct ~ Student Rights and Responsibilities and Character Development Handbook* if I am found in violation of any infraction committed during the 2015 DeKalb County School District summer school/program.

**Consent for Student to Participate in Surveys**

Each year the Georgia Department of Education conducts surveys of 6<sup>th</sup> through 12<sup>th</sup> grade students. The topics surveyed include drugs, violence, mental health issues, driving habits, exercise and diet. The surveys are anonymous and no personal identification is required. The surveys allow the School District to support and evaluate needs-driven programming for students. Participation in the surveys is optional. Refer to the Protection of Pupil Rights Amendment section on page 50 for more information. This survey is separate and distinct from the District Safety Audit, which ALL students will be asked to complete.

\_\_\_\_\_ 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**

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 *Code of Student Conduct: Student Rights and Responsibilities and Character Development Handbook*. 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 (see pages 35-36 and 38 for more information).

Student Name (Please Print) \_\_\_\_\_

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Comment:

***Please sign, date and return to your child’s Homeroom Teacher within three (3) days to your school.***

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*THE CODE OF STUDENT CONDUCT –  
STUDENT RIGHTS AND RESPONSIBILITIES AND CHARACTER DEVELOPMENT HANDBOOK*

**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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* identifies the rules of student behavior applicable to all DeKalb students and the procedures for imposing discipline on students who violate these rules. When discipline must be administered, the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* ensures that it is fair and serves the best interests of all students in the School District.

In general, discipline is designed to correct a student’s misconduct and encourages the student to be a responsible citizen of the school community. Disciplinary actions 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 and grade level, the student’s previous discipline history, substantial injuries and other relevant factors.

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. The Board prefers to reassign disruptive students to alternative educational settings rather than suspend or expel such students from school, as authorized by Georgia law.

Parental notification and parental involvement are essential to any effort to modify a student’s inappropriate behavior. The *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* is authorized pursuant to Board Policy JCD.

*THE CODE OF STUDENT CONDUCT –  
STUDENT RIGHTS AND RESPONSIBILITIES AND CHARACTER DEVELOPMENT HANDBOOK*

**PURPOSE**

The *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* is intended to inform students in grades K-12 of the types of behaviors that are unacceptable. It is impossible to write a Code that addresses every conceivable variation of prohibited behavior. Consequently, students should understand they may be disciplined for any misconduct that disrupts the orderly mission of the school or that is otherwise inappropriate, whether or not it is specifically listed in the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*.

Individual schools and classroom teachers may impose campus or classroom rules in addition to those found in this *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*. These rules may be explained by the teacher, posted in classrooms, or distributed to students, and may or may not constitute violations of the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*. The determination of whether or not a student has violated the Code of Student Conduct – Student Rights and Responsibilities

and Character Development Handbook will be 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 or did not violate the rule?

## THE CODE OF STUDENT CONDUCT –

### STUDENT RIGHTS AND RESPONSIBILITIES AND CHARACTER DEVELOPMENT HANDBOOK

## LEARNING AND COMPLIANCE

All students, regardless of age or grade level, are required to know the contents of the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* and abide by it and any other rules of conduct imposed by the school district and/or the school they attend. The *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* is distributed to all schools and centers. Prior to the distribution of the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*, it is reviewed with the faculty and staff before school begins and students arrive to ensure their understanding.

The *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* is distributed and taught to students during the first week of school. A signed Parent/Guardian Signature Page found on page 3 is required from each student and parent/guardian. A district-wide mandatory test on the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* is administered to students within the first two weeks of school. 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* and will be tested on its contents.

Students sent to in-school suspension for the first time are re-taught and re-tested on the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*. Teachers are required to conduct a more thorough review of the *Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook* 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*.

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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* 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;
- When either the alleged perpetrator or the alleged victim is en route to or from school, or to or from a school activity, function, or event;
- 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));
- Off school grounds when the misconduct is directed at a School District student, employee, or volunteer and is related to the victim's affiliation with the School District;
- Off school grounds when a student leaves school without permission of a school official (Absent Without Leave);
- Off school grounds when the misconduct adversely affects the safety and welfare of the school community or the orderly mission and function of the school;
- Off school grounds when sending abusive or threatening text messages or instant messages;
- On and off school grounds when cyberbullying by 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., Facebook, Twitter, Instagram, Kik, etc.), chat rooms, texts, and instant messaging; and
- On or off school grounds when 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.

## INVESTIGATION OF MISCONDUCT

When a 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, he/she 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.

The determination of whether or not a student has violated the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* 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? If you disagree with this decision, you may appeal to the school principal in writing within one (1) school day of receiving the decision. If you disagree with the principal's decision, you may appeal in writing to the regional superintendent within one (1) school day of receiving the principal's decision. Please refer to the Discipline Due Process flowchart on page 86 of the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* for a summary of the District's discipline process.

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# DEKALB COUNTY SCHOOL DISTRICT 2016-2017 CHARACTER TRAITS

“The final forming of a person's character lies in their own hands.”

-Anne Frank

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*  
<http://www.ncpublicschools.org/docs/charactereducation/handbook/content.pdf>

## Character Traits Found in the *Code of Student Conduct - Student Rights and Responsibilities and Character Development Handbook*

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

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

## Response to Intervention The Georgia Student Achievement Pyramid of Interventions



Georgia Student Achievement Pyramid of Interventions  
Figure A

### RESPONSE TO INTERVENTION (RtI)

Response to Intervention (RtI) is a learning process that matches general education classroom instruction to each student’s learning needs by responding to a student’s academic and/or behavior challenge with the appropriate classroom support. These specific techniques are called interventions. When applying the interventions, check points, including the use of standardized test results, data collection charts and/or classroom observation, provide the ability to measure the student success by monitoring their progress.

Interventions are types of instruction targeted to meet the learning and/or behavioral 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. Students typically participate in interventions during electives, connections, or other times within the school day.

Monitoring the progress of students in Georgia using RtI is done through a four-tier instructional support process called the Georgia Student Achievement Pyramid of Interventions. (Figure A). Delivery of interventions at each tier are based on the student’s success in meeting the Georgia Performance Standards (GPS). Interventions increase at each escalating tier. There are several types of instructional activities and strategies available to layer the learning techniques and tools used to improve a student’s learning.

The key components in Georgia’s RtI process include:

1. The four tier 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 will increase 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.

Students benefit from RtI because schools will know which students are in need of additional supports to meet the Georgia Performance Standards by measuring student achievement in a consistent and frequent process instead of waiting for the student to fail on the end of the year assessment then providing support the following school year. Within RtI, the school works proactively to provide interventions to help students reach academic and behavioral success. Once the student begins to improve performance in the general classroom, the need for continued interventions will be determined by the results of the most recent check point through progress monitoring.

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

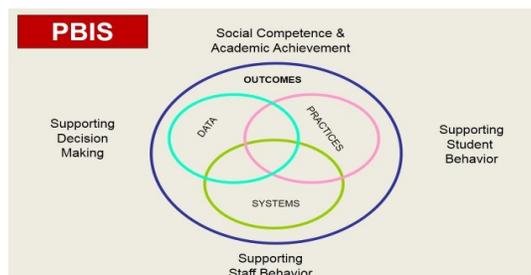
(Adapted from the Georgia Department of Education *Response to Intervention: Information for Parents*, 2009.)

## 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. More than 22,000 U.S. schools are implementing PBIS and saving countless instructional hours otherwise lost to discipline. The premise of PBIS is that continual teaching, combined with acknowledgement or feedback of positive student behavior will reduce unnecessary discipline and promote a climate of greater productivity, safety and learning. PBIS schools apply a multi- tiered approach to prevention, using disciplinary data and principles of behavior analysis to develop school-wide, targeted and individualized interventions and supports to improve school climate for all students. (OSEP Technical Assistance Center on Positive Behavior Interventions & Supports, 2009)

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

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



(Georgia Department of Education, GaPBIS)

## RESTORATIVE PRACTICES

DeKalb County School District is utilizing a new, innovative tool aimed at improving climate and culture when the school community is affected by a student violating the rules of the *Code of Student Conduct ~ Student Rights and Responsibilities and Character Development Handbook* 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.<sup>[1]</sup>

**Figure 1. What Are Restorative Practices?**



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

Restorative practice promotes dialogue between those who have been hurt and those who have inflicted the harm. This allows the victim and wrongdoer to have an opportunity to discuss how they have been affected by the violation and to decide what should be done to repair the harm and relationship. This is a victim-sensitive tool that encourages victims to take an active role in addressing the violation. Wrongdoers are encouraged to take responsibility for their actions, to repair the harm they have done by apologizing, returning stolen property, community service, or restitution. This may allow for the greatest victim contentment and wrongdoer accountability.

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. "[Defining Restorative](#)". *International Institute for Restorative Practices*. Retrieved 11 July 2012.

## BEHAVIORAL STRATEGIES, DISCIPLINARY OPTIONS, AND CONSEQUENCES

Progressive discipline is designed to correct a student’s misconduct and encourages 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 student’s previous discipline history, and other relevant factors.

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 prohibited behaviors. Each offense provides interventions as well as a range of consequences including suspension and expulsion.

Each violation in the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* is followed by a box similar to the one below. The minimum and maximum consequences for each violation are indicated. Exceptional Education Student procedures must apply.

LEVEL 1	<p>Teacher selected strategies should be used for minor acts of student 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 Response to Intervention process at Tier 1 (pages 12-13).</p> <p><i>Examples of behaviors that impact only the student</i></p> <ul style="list-style-type: none"> <li>• Calling out in class</li> <li>• Inappropriate Noise</li> <li>• Chewing gum</li> <li>• Tapping pencils</li> <li>• Writing on self</li> <li>• Playing with toys in class</li> <li>• Writing on desk</li> <li>• Not in seat</li> <li>• Not prepared for class</li> <li>• Sidebar conversations</li> <li>• Off-tasks behaviors</li> <li>• Drawing instead of working</li> <li>• Tardy to class</li> <li>• Criticizing teacher one on one</li> <li>• Whining</li> <li>• Wearing a hat in school</li> <li>• Giving “attitude”, rolling eyes, heavy sighs, sucking teeth</li> <li>• Eating food when not allowed</li> </ul> <p>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.</p> <p>Disciplinary Options may include: 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 80-83.</p>
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<p><b>LEVEL 2</b></p>	<p>Level 2 violations include infractions which are more severe in nature than Level 1 and interfere with classroom instruction and/or orderly operation at school or on the bus. 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 2 (pages 12-13). Certain Level 2 violations may be elevated to Level 3 violations or higher based on the severity or context of the misconduct if this behavior jeopardizes the health, safety, or well-being of others.</p> <p style="text-align: center;"><i>Examples of behaviors that interfere with the learning of others:</i></p> <ul style="list-style-type: none"> <li>• Touching</li> <li>• Poking</li> <li>• Standing on furniture</li> <li>• Constant talking</li> <li>• Out of seat and interfering with others learning</li> <li>• Inappropriate chair manners</li> <li>• Consistently not following directions</li> <li>• Unauthorized electronic device usage including but not limited to cell phones and I-pods</li> <li>• Running away and leaving the classroom</li> <li>• Throwing items in classroom</li> <li>• Disrespectful language to adult (i.e. I hate you, you suck, this sucks, I'm Done!)</li> <li>• Yelling at teacher</li> <li>• Moving or kicking furniture in an angry way/tantrum</li> <li>• Bus misbehavior</li> <li>• Gambling</li> </ul> <p>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.</p> <p>Disciplinary Options may include: 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 80-83.</p>
<p><b>LEVEL 3</b></p>	<p>Level 3 violations include infractions which are more severe in nature than Level 2 and interfere with the orderly operation of the classroom, school, or bus. 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 Response to Intervention process at Tier 2 and Tier 3 (pages 12-13). Certain Level 3 violations may be elevated to Level 4 violations or higher based on the severity or context of the misconduct if it seriously disrupts the school environment, or presents threats to health, safety, or property.</p> <p style="text-align: center;"><i>Examples of behaviors that affect an orderly environment:</i></p> <ul style="list-style-type: none"> <li>• Any level 1 or 2 that takes excessive teacher time and takes away from student learning.</li> <li>• Talking back to adult</li> <li>• Throwing items in classroom at others</li> <li>• Lying</li> <li>• Cheating</li> <li>• Forgery</li> <li>• Fighting (Simple Battery)</li> <li>• Inappropriate language</li> <li>• Pushing</li> </ul>

	<ul style="list-style-type: none"> <li>• School disturbance</li> <li>• Bullying, Harassment, Hazing</li> <li>• Disrespect to peers/adults</li> <li>• Leaving room without permission</li> <li>• Banging on window</li> <li>• Vandalizing school property</li> <li>• Unauthorized electronic device usage including but not limited to cell phones and I-pods</li> <li>• Conduct outside of school hours or away from school</li> <li>• Unsafe action</li> </ul> <p>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.</p> <p>Disciplinary Options may include: In-School Suspension for 1-3 days with Instructional Module. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 80-83.</p>
LEVEL 4	<p>Level 4 violations include infractions which are serious acts of misconduct including, but not limited to, repeated misbehavior that is similar in nature, result in serious disruptions of the school environment, present threats to health, safety, or property. Necessary interventions and positive behavioral interventions and supports will be provided and documented through the Response to Intervention process (pages 12-13). Certain Level 4 violations may be elevated to Level 5 violations or higher based on the severity or context of the misconduct.</p> <p><i>Examples of behaviors that affect an orderly environment:</i></p> <ul style="list-style-type: none"> <li>• Any level 1, 2 or 3 behavior that takes excessive teacher time and takes away from student learning.</li> <li>• Talking back to adult</li> <li>• Throwing items in classroom at others</li> <li>• Lying</li> <li>• Cheating</li> <li>• Forgery</li> <li>• Fighting (Simple Battery)</li> <li>• Inappropriate language</li> <li>• School disturbance</li> <li>• Bullying, Harassment, Hazing</li> <li>• Disrespect to peers/adults</li> <li>• Leaving room without permission</li> <li>• Banging on window</li> <li>• Vandalizing school property</li> <li>• Unauthorized electronic device usage including but not limited to cell phones and I-pods</li> <li>• Conduct outside of school hours or away from school</li> <li>• Unsafe action</li> </ul> <p>Disciplinary Options may include: Targeted Behavioral Contract. Consequence: Out-of-School Suspension for 1-5 days. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 80-83.</p>
LEVEL 5	<p>Level 5 violations include infractions which are serious acts of misconduct including, but not limited to, repeated misbehavior that is similar in nature, result in serious disruptions of the school environment, present threats to health, safety, or property. Student will be placed on a mandatory Probationary Contract which 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 Response to Intervention process (pages 12-13). Certain Level 5 violations may be elevated to Level 6 violations or higher based on the severity or context of the misconduct.</p> <p><i>Examples of Harmful and Illegal Behaviors:</i></p> <ul style="list-style-type: none"> <li>• Actions that cause harm</li> <li>• Intentional/Unintentional Violence against school employees</li> <li>• Stealing</li> <li>• Fighting (Simple Battery)</li> <li>• Battery</li> </ul>

	<ul style="list-style-type: none"> <li>• Drugs</li> <li>• Weapons</li> <li>• School disturbance</li> <li>• Biting</li> <li>• Bullying, Harassment, Hazing</li> <li>• Throwing furniture or other objects</li> <li>• Stealing</li> <li>• Threatening to do injury to person or property</li> <li>• Sexual harassment</li> <li>• Sexual behaviors</li> <li>• Alcohol</li> </ul> <p>Disciplinary Options must include: School-based review of previous strategies and interventions implemented; Participation in GRIP Program (Gaining Results Intervention/Prevention) and/or POINTS Program (Providing Optional Intervention Needed To Succeed).</p> <p>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 80-83.</p>
<p><b>LEVEL 6</b></p>	<p>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, which may result in state criminal proceedings being initiated 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.</p> <p style="text-align: center;"><i>Examples of Harmful and Illegal Behaviors:</i></p> <ul style="list-style-type: none"> <li>• Actions that cause harm</li> <li>• Intentional/Unintentional Violence against school employees</li> <li>• Stealing</li> <li>• Fighting (Simple Battery)</li> <li>• Battery</li> <li>• Aggravated Assault</li> <li>• Aggravated Battery</li> <li>• Bystander Battery</li> <li>• Drugs</li> <li>• Weapons</li> <li>• School disturbance</li> <li>• Biting</li> <li>• Bullying, Harassment, Hazing</li> <li>• Throwing furniture or other objects</li> <li>• Threatening to do injury to person or property</li> <li>• Sexual harassment</li> <li>• Sexual behaviors</li> <li>• Alcohol</li> </ul> <p>Consequence: Long-Term Suspension. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 80-83.</p>
<p><b>LEVEL 7</b></p>	<p>Level 7 violations include infractions which are of a serious and aggravated nature such that the student shall be removed from class and will be subject to a required 10-day suspension served by the student and a District due process hearing that may result in additional consequences, to include, but not limited to, 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, which may result in state criminal proceedings being initiated against the student</p>

accused of a Level 7 violation.

*Examples of Harmful and Illegal Behaviors:*

- Actions that cause harm
- Intentional/Unintentional Violence against school employees
- Stealing
- Fighting (Simple Battery)
- Battery
- Aggravated Assault
- Aggravated Battery
- Bystander Battery
- Drugs
- Weapons
- School disturbance
- Biting
- Bullying, Harassment, Hazing
- Throwing furniture or other objects
- Threatening to do injury to person or property
- Sexual harassment
- Sexual behaviors
- Alcohol

Consequence: Expulsion. Exceptional education student procedures must apply. For students with an Individual Education Plan (IEP) or 504 Plan, see pages 80-83.

ELEMENTARY 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 Charge						●	●	Incident Report	Student Relations/SRO
5a-Intent/Attempt/Sell/Distribute			●	●	●			Police Report	SRO
5b-Possession/Use/Under the Influence-1 <sup>st</sup> Offense			●	●	●			Police Report GRIP	SRO
5b- Possession/Use/Under the Influence-2 <sup>nd</sup> Offense & Subsequent Offenses						●	●	Police Report	SRO
5c-Possession and/or Distribution of Drug Related Paraphernalia-1 <sup>st</sup> Offense			●	●	●			Police Report GRIP	SRO
5c-Possession and/or Distribution of Drug Related Paraphernalia-2 <sup>nd</sup> 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		●	●	●	●				
7b-Simple Battery/Fighting/Hitting		●	●	●	●				
7c-Battery			●	●	●			Incident Report	
7d-Aggravated Assault				●	●	●	●	Incident Report	SRO
7e-Aggravated Battery						●	●	Incident Report	SRO
7f-Bystander Battery		●	●	●	●				
7g-Bullying/Hazing/Harassment	●	●	●	●	●			Bullying Report	
8a-Rude or Disrespectful Behavior	●	●	●	●	●				
8b-Refusal to Follow Instructions	●	●	●	●	●				

ELEMENTARY MATRIX	Level of Consequences							Report	School Official to Contact
	1	2	3	4	5	6	7		
Offense/Violation									
9-Unexcused Absences/Truancy	Follow Attendance Protocol on page 30. Students will <u>NOT</u> be suspended for attendance-related infractions.							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS	Social Worker
10-Skipping Class/Required Activities	●	●	●	●	●				Social Worker
11-Classroom Disturbance		●	●	●	●				
12-School Disturbance			●	●	●			Incident Report	SRO as appropriate
13-Profanity/Obscenity	●	●	●	●	●				
14-Failure to Accept Disciplinary Action		●	●	●	●				
15-Chronic Tardiness	Follow Attendance Protocol on page 32. Students will <u>NOT</u> be suspended for attendance-related infractions.							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS	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-Inappropriate Bodily Contact of a Sexual Nature/Sexual Misconduct/Sexual Harassment			●	●	●				SRO/Social Worker
24-Student Identification Card Violation	●	●	●						
25-Dress Code Violation	Follow Dress Code Protocol on page 37.								
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 <sup>st</sup> Offense				●	●			Police Report GRIP	SRO
5b- Possession/Use/Under the Influence-2 <sup>nd</sup> Offense & Subsequent Offenses						●	●		
5c-Possession and/or Distribution of Drug Related Paraphernalia-1 <sup>st</sup> Offense				●	●			Police Report	SRO
5c-Possession and/or Distribution of Drug Related Paraphernalia-2 <sup>nd</sup> 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		●	●	●	●	●	●		
7b-Simple Battery/Fighting/Hitting		●	●	●	●	●	●		
7c-Battery					●	●	●	Incident Report	
7d-Aggravated Assault						●	●	Incident Report	SRO
7e-Aggravated Battery						●	●	Incident Report	SRO
7f-Bystander Battery						●	●		
7g-Bullying/Harassment/Hazing		●	●	●	●	●	●	Bullying Report	
8a-Rude or Disrespectful Behavior	●	●	●	●	●				
8b-Refusal to Follow Instructions	●	●	●	●	●				

MIDDLE/HIGH MATRIX	Level of Consequences							Report	School Official to Contact
	1	2	3	4	5	6	7		
Offense/Violation									
9-Unexcused Absences/Truancy	Follow Attendance Protocol on page 30. Students will <b>NOT</b> be suspended for attendance-related infractions.							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS	Social Worker
10-Skipping Class/Required Activities	●	●	●	●	●				Social Worker
11-Classroom Disturbance		●	●	●	●	●	●		
12-School Disturbance			●	●	●	●	●	Incident Report	SRO as appropriate
13-Profanity/Obscenity		●	●	●	●	●	●		
14-Failure to Accept Disciplinary Action		●	●	●	●	●	●		
15-Chronic Tardiness	Follow Attendance Protocol on page 32. Students will <b>NOT</b> be suspended for attendance-related infractions.							Attendance contract, Social Worker referral, Referral to Juvenile Court, Solicitor-General's Office, DFACS	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-Inappropriate Bodily Contact of a Sexual Nature/Sexual Misconduct/Sexual Harassment		●	●	●	●	●	●		SRO Social Worker
24-Student Identification Card Violation	●	●	●	●	●				
25-Dress Code Violation	Follow Dress Code Protocol on page 37.								
26-Unsafe Action					●	●	●		Student Relations

## OFFENSES AND CONSEQUENCES

### 1. A. TOBACCO AND OTHER TOBACCO PRODUCTS

Students will not possess or use any tobacco products (cigarettes, cigars, chewing tobacco, snuff, etc.), including electronic cigarettes, vapors 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, vapors or similar products at any time on any School District owned/leased property or at any school event, including during non-school hours, 24 hours a day, seven days per week (Board Policy JCDA).

ELEMENTARY/MIDDLE/HIGH SCHOOL	
INITIATED CONSEQUENCES:	
Minimum:	Level 1 - Conference Level 2 - Strategies (see pages 47-48) 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](http://www.mdanderson.org/aspire). A Certificate of Completion must be printed and presented to the referring administrator.

### 2. ELECTRONIC COMMUNICATION DEVICES, INCLUDING PAGING DEVICES, CELLULAR PHONES, WALKIE-TALKIES AND SIMILAR DEVICES

Students will not use any electronic communication device, including but not limited to, pagers, beepers, cellular phones, smart phones, walkie-talkies, and similar devices during instructional time (except for approved instructional purposes) or on school buses. 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 other times, all devices must be turned off (not on vibrate). The devices should not be heard or visible. Students who violate this section will have their device confiscated and returned only to the parent/guardian.

STUDENTS MUST NEVER SEND THREATENING/INAPPROPRIATE MESSAGES, PICTURES AND/OR VIDEOS USING ELECTRONIC COMMUNICATION DEVICES OR THE INTERNET/INTRANET AT ANY TIME. GO TO <http://www.dekalb.k12.ga.us/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	
INITIATED CONSEQUENCES:	
Minimum:	Level 1 - Conference Level 2 - Strategies (see pages 47-48) 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 to school, school-sponsored function, on school property or school buses.

- A. Students will not possess, use, or handle any weapon or any other tool, hazardous object or instrument capable of inflicting bodily injury as a weapon. The terms "weapons," "tools," "hazardous objects" or "instruments" will include, but are not limited to, the following items: any loaded, unloaded, operable or inoperable firearm (e.g., pistol, blank pistol, signal pistol, starter pistol, revolver, rifle, shotgun, stun-gun, pellet or BB gun, paintball gun, or look-alike firearms, any knife of any size (e.g., Bowie, Dirk, lock-blade, hunting, pen, pocket, switchblade, utility, etc.); any razor (e.g., straight, regular, retractable, double-sided, etc.); any defensive device (e.g., gas repellent, mace, stun-gun, chemical sprays, etc.); any martial arts device (e.g., throwing star, nunchaku, dart, etc.); or any tool or instrument which school staff could reasonably conclude violates the intent of this offense section, which, by way of illustration shall include, but is not limited to, blackjack, chain, club, metal/brass or any artificial knuckles, night stick, pipe, rings, studded/pointed/ sharpened bracelets or other similar jewelry, ax handles, ice pick, etc. A student will not supply, possess, handle, use, threaten to use, or transmit any explosive device or item that ejects or releases a spray, foam, gas, spark, fire, smoke, odor, etc. Such devices or items will include, but are not limited to, bullets, ammunition of any type, fireworks of any type and size, smoke bomb, paint bomb, stink bomb, any type of homemade bomb, or items which by virtue of shape or design gives the appearance of any of the aforementioned (e.g., fake bombs, firework fuses, etc.), or gasoline, kerosene, explosive or corrosive chemicals, or any explosive aids, devices, or caps.

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

**ELEMENTARY SCHOOL INITIATED CONSEQUENCES:**

Minimum: Level 1 - Conference  
Level 2 - Strategies (see pages 47-48)  
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 INITIATED CONSEQUENCES:**

Minimum: Level 1 - Conference  
Level 2 - Strategies (see pages 47-48)  
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  
Maximum: Level 6 – Long-Term Suspension  
A required 10-day suspension must be served and a District due process hearing held for Level 6-7.

**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.

**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.

**ELEMENTARY SCHOOL INITIATED 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 INITIATED 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 or attack a teacher, school bus driver, school official, or other school employee and cause physical hurt, harm or injury.

**ELEMENTARY/MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:**

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

State Law indicates a student found by a preponderance of evidence to be in violation of committing an act of physical violence against a teacher, school bus driver, school official, or school employee causing physical hurt, harm or injury will be expelled from school for the remainder of the student's eligibility to attend public school (O.C.G.A. § 20-2-751.6). The law applies to all students in grades K-12. The Hearing Officer may assign the student to an alternative education program for the period of the expulsion. If the student is in kindergarten through grade eight, the Hearing Officer may allow the student to re-enroll at some point when he/she 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 SUBSTANCES\*

\*As used in this *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*, "drugs" shall mean all substances, including but not limited to, alcohol and alcoholic beverages, marijuana, prescription drugs, over-the-counter drugs, look-alike drugs, inhalants, pills, tablets, capsules, synthetic substances and all other legal and illegal drugs or substances. 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. Intent/Attempt/Sell/Distribution of Drugs

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

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

<b>MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 5 – Suspension of 6-10 days with a contract Level 6 – Long-Term Suspension
Maximum:	Level 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for Level 6-7.	

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

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

**2<sup>ND</sup> Offense and subsequent offenses and/or if the student’s conduct is a felony or designated felony possession:** The student is suspended for 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.

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

A student will not possess or distribute drug-related paraphernalia. As used in this *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*, “drug-related paraphernalia” includes, but is not limited to pipes, water pipes, clips, rolling papers and other items used or related to drug use.

\* 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 5 – A/ B.

<b>ELEMENTARY SCHOOL INITIATED CONSEQUENCES:</b>	
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

<b>MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:</b>	
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 Gaining Results Intervention/Prevention (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 is suspended for ten (10) school days.

**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. School approval must be given prior to the student possessing or using any medication.

NOTE: Under state law, students with asthma or life-threatening allergies may carry and use their inhalers or auto-injectable epinephrine 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 he/she uses auto-injectable epinephrine or any other medications in a manner other than as prescribed.

## 6. PROPERTY

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

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

<b>ELEMENTARY SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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>MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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
Maximum:	Level 6 – Long-Term Suspension 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 while on school property.

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

Students will not engage in, attempt or threaten theft; theft by deception of public or private property; extortion; robbery; burglary; possession of stolen property or missing property; possession and/or distribution of counterfeit money/checks/money orders/bank cards.

<b>ELEMENTARY SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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>MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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
Maximum:	Level 6 – Long-Term Suspension 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 of school or personal property caused by his/her behavior while on school property.

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

Students will not lose, destroy, deface, and/or inappropriately use textbooks, media center materials, or the computer and computer-related equipment and materials, including but not limited to, inappropriate use/hacking of the Intranet or Internet.

<b>ELEMENTARY SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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>MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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
Maximum:	Level 6 – Long-Term Suspension 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

A. Assault

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

NOTE: Threatening witnesses may result in expulsion.

<b>ELEMENTARY SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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 INITIATED CONSEQUENCES:**  
 Minimum: Level 2 - Strategies (see pages 47-48)  
 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 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 INITIATED CONSEQUENCES:**  
 Minimum: Level 2 - Strategies (see pages 47-48)  
 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 INITIATED CONSEQUENCES:**  
 Minimum: Level 2 - Strategies (see pages 47-48)  
 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 cause substantial or visible bodily harm such as substantially blackened eyes, substantially swollen lips or other facial or bodily parts, substantial bruises to body parts or other substantial injury to teachers, administrators, bus drivers, other school personnel, other students, or persons attending school-related functions.

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

**ELEMENTARY SCHOOL INITIATED 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 INITIATED 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 actually does cause serious bodily harm to a teacher, administrator, bus driver, other school personnel, other students, or persons attending school-related functions.

##### ELEMENTARY SCHOOL INITIATED 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 INITIATED 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, other students, or 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 INITIATED 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.

#### F. Bystander Battery

Students will not become involved in a fight that he/she does not start. A student who does not start a fight but becomes involved in it will be charged with Bystander Battery. This offense includes, but is not limited to, hitting or kicking another student while that student is fighting another student.

##### ELEMENTARY SCHOOL INITIATED CONSEQUENCES:

Minimum: Level 2 - Strategies (see pages 47-48)

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 INITIATED CONSEQUENCES:

Minimum: Level 6 – Long-Term Suspension

Maximum: Level 7 – Expulsion

A required 10-day suspension must be served and a District due process hearing held for Level 6-7.

## G. Bullying/Harassment/Hazing

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

### Bullying

Bullying is unwanted, aggressive behavior among school aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. Bullying includes actions such as making threats, spreading rumors, attacking someone physically or verbally, and excluding someone from a group on purpose.<sup>1</sup>

<sup>1</sup>[www.Stopbullying.gov](http://www.Stopbullying.gov)

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 through the use of 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 through the use of 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.

### 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 or nonverbal) that intentionally targets a specific person or persons based on race, religion, gender, disability, or national origin.

Examples of harassment include but are not limited to:

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

## Hazing

Students will not haze or subject another student to any other form of physical, verbal or nonverbal hazing (O.C.G.A. § 16-5-61).

Hazing may be defined as the practice of rituals and other activities involving harassment, abuse or humiliation used as a way of initiating a person into a group.

Examples of hazing include but are not limited to:

- Destruction of school or personal property;
- Theft of money and/or personal possessions for the purpose of bullying, harassing, or intimidating;
- Public humiliation;
- Intimidation/domination.

School officials will address each act of bullying/harassment/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:

- 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 retaliation following a report of bullying is strictly prohibited and may result in strong disciplinary action.

Please refer to Offense #17 for cyberbullying violations that occur away from school or after school hours. 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 62, 65-68, 70, 87-88.

### ELEMENTARY SCHOOL INITIATED CONSEQUENCES:

Minimum:	Level 1 - Conference
	Level 2 - Strategies (see pages 47-48)
	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 INITIATED CONSEQUENCES:**

Minimum: Level 2 - Strategies (see pages 47-48)  
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 not be discourteous or 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 INITIATED CONSEQUENCES:**

Minimum: Level 1 - Conference  
Level 2 - Intervention(s) (see pages 42-43)  
) 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 not refuse to follow the instructions of teachers, school administrators, or other staff members (e.g., refusing to leave an area, refusing to stop aggressive behavior, refusing to stop disruptive behavior).

**ELEMENTARY/MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:**

Minimum: Level 1 - Conference  
Level 2 - Strategies (see pages 47-48)  
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 not present unexcused absences or participate in truancy. Excused absences are defined by Georgia law 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.

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/dropout of school (O.C.G.A. § 20-2-690.1).

The following applies to all unexcused absences:

Number of Unexcused Absences	School Action Per Occurrence* *The Attendance Protocol/Consequences are subject to change at any time.
1 - 2	School notifies the parent of absences.
3 - 5	School notifies the parent of absences and refers student to the counselor or assistant principal who will then meet with the student and/or parent for the purpose of discussing the reasons for absences and signing an attendance contract.
6 - 7	Letter sent to parent/guardian informing him/her of the student's absences and the administrative and legal consequences of continued absences from school.
8+	Counselor will make a referral to the school social worker to conference with the parent/guardian and student for assessment and/or possible referral to Juvenile Court, Solicitor-General's Office, Department of Family and Children Services or other agency.

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

According to Georgia Department of Education research, an improvement of student attendance by roughly three percent or the equivalent of five instructional days increases the number of students meeting or exceeding standards on the Criterion Reference Competency Test (CRCT) by more 10,000 students.

#### 10. SKIPPING CLASS OR REQUIRED ACTIVITIES

Students will not skip classes and 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 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 referral to counselor and social worker. Student is given choice of 10 days ISS, alternative school/program placement, or comparable consequence.

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

## 11. CLASSROOM DISTURBANCE

Students will not commit any behavior that disrupts class instruction, distracts students and/or teachers, or creates a dangerous or fearful situation for students and/or staff.

<b>ELEMENTARY SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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>MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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
Maximum:	Level 6 – Long-Term Suspension 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 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, terroristic threats, gang-related activities, walk-outs, sit-downs, rioting/chaos, picketing, trespassing, inciting disturbances, threats to the school, pranks, bomb threats, pulling fire alarm, calling 911, and actual violence during period of disruption, etc.

<b>ELEMENTARY SCHOOL INITIATED CONSEQUENCES:</b>	
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

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

## 13. PROFANITY/OBSCENITY

Students will not engage in conduct that includes, but is not limited to, cursing; profane, vulgar, obscene words or gestures; spitting on another person; possession of obscene material/pornography; and profane, vulgar or obscene comments or actions.

<b>ELEMENTARY INITIATED CONSEQUENCES:</b>	
Minimum:	Level 1 - Conference Level 2 - Strategies (see pages 47-48) Level 3 - In-School Suspension of 1-3 days
Maximum:	Level 4 - Suspension 1-5 days Level 5 - Suspension of 6 - 10 days with a contract

**MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:**  
 Minimum: Level 2 - Strategies (see pages 47-48)  
 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 not refuse or fail to serve detention, in-school suspension, or any other disciplinary action imposed by a teacher or school administrator.

**ELEMENTARY SCHOOL INITIATED CONSEQUENCES:**  
 Minimum: Level 2 - Strategies (see pages 47-48)  
 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 INITIATED CONSEQUENCES:**  
 Minimum: Level 2 - Strategies (see pages 47-48)  
 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 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 referral to counselor and social worker. Student is given choice of 10 days ISS, alternative school/program placement, or comparable consequence.

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

## 16. BUS MISBEHAVIOR

NOTE: See Bus/Bus Stop Rules and Bus Matrix (pages 45-46)

Students will not engage in behavior that includes, but is not limited to, any behavior that disrupts or distracts a bus driver, or causes a dangerous situation for a bus driver and/or students, or that disturbs the orderly operation of a bus, or that creates a dangerous situation for vehicles operating near a bus. Prohibited bus behaviors also include the use of any electronic devices during the operation of a school bus, including but not limited to cell phones, pagers, audible radios, tape, compact disc players, 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. Prohibited bus behaviors also include the use of mirrors, lasers, flash cameras, or any other lights or reflective devices in a manner that might interfere with the school bus driver's operation of the school bus. Violations that occur involving the school bus and/or incidents that occur while students are on the way to school (bus stop/neighborhood) or returning from school (bus stop/neighborhood) may result in direct intervention by the school. (See Bus Referral Matrix Page 46)

### ELEMENTARY INITIATED CONSEQUENCES:

Minimum: Level 1 - Conference  
Level 2 - Strategies (see pages 47-48)  
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 INITIATED CONSEQUENCES:

Minimum: Level 1 - Conference  
Level 2 - Strategies (see pages 47-48)  
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

Students will not engage in any conduct, including but not limited to, cyberbullying, outside of school hours or away from school which may adversely affect the educational process or endanger the health, safety, morals, reputation, property or well-being of other students, teachers, or other employees of the School District.

### ELEMENTARY INITIATED CONSEQUENCES:

Minimum: Level 4 - Suspension 1-5 days  
Maximum: Level 5 - Suspension of 6 - 10 days with a contract

### MIDDLE/HIGH SCHOOL INITIATED 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: A student attempting to enroll/re-enroll into school who is or may be criminally charged with a felony or a designated felony (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 53-54.

## 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 INITIATED CONSEQUENCES:

Minimum: Level 2 - Strategies (see pages 47-48)  
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 INITIATED CONSEQUENCES:

Minimum: Level 2 - Strategies (see pages 47-48)  
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 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*. 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.

### ELEMENTARY SCHOOL INITIATED 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 INITIATED 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 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 INITIATED 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 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*. Parking permits must be renewed upon expiration.

### HIGH SCHOOL INITIATED CONSEQUENCES:

Minimum: Level 2 - Strategies (see pages 47-48)  
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 not enter the premises of a school other than their own school, unless prior permission is received from an administrator of the school to be visited, or unless the school is hosting a school-related function, such as an academic or athletic activity. A student will not enter or remain in any school 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.

<b>ELEMENTARY INITIATED CONSEQUENCES:</b>	
Minimum:	Level 1 - Conference Level 2 - Strategies (see pages 47-48) 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>MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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
Maximum:	Level 6 – Long-Term Suspension 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 not engage in an act of providing false information including, but not limited to, falsifying school records, forging signatures, making or providing false statements, to teachers, administrators or other School District personnel, cheating, bribery, or using an unauthorized computer user ID or password. Students are prohibited from falsifying, misrepresenting, omitting or erroneously reporting information to legal authorities, teachers, administrators or other School District personnel regarding instances of alleged inappropriate behavior by a teacher, administrator, or other School District employee.

<b>ELEMENTARY INITIATED CONSEQUENCES:</b>	
Minimum:	Level 1 - Conference Level 2 - Strategies (see pages 47-48) 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>MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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
Maximum:	Level 6 – Long-Term Suspension Level 7 – Expulsion
A required 10-day suspension must be served and a due process hearing held for Level 6-7.	

## 23. INAPPROPRIATE BODILY CONTACT OF A SEXUAL NATURE/SEXUAL BEHAVIOR; SEXUAL MISCONDUCT; SEXUAL HARASSMENT

Students 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.

<b>ELEMENTARY SCHOOL INITIATED CONSEQUENCES:</b>	
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

<b>MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 2 - Strategies (see pages 47-48) 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 not be present on school grounds or attend any school event without proper student identification. If mandated by the local school, DeKalb County high school students must carry ID cards while on school property and at any school event. A suspected non-student with no ID card will be asked to leave the school grounds, with police assistance if needed. Students who are not in possession of their ID cards are in violation of this section. Students must pay for replacement ID cards.

<b>ELEMENTARY INITIATED CONSEQUENCES:</b>	
Minimum:	Level 1 - Conference Level 2 - Strategies (see pages 47-48)
Maximum:	Level 3 - In-School Suspension of 1-3 days

<b>MIDDLE/HIGH SCHOOL INITIATED CONSEQUENCES:</b>	
Minimum:	Level 1 - Conference Level 2 - Strategies (see pages 47-48) 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 will not dress inappropriately on school grounds or at school events. ALL students are expected to dress appropriately and to adhere to the student dress code found on page 74 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, contact parent and In-School Suspension (ISS) until end of day or correction of the violation
Second Offense	Required parent conference and two (2) days ISS

Third Offense	Contact parent, up to 10 days ISS, local probation and/or parent attend classes with student in lieu of ISS. Chronic violation of this expectation will result in the charge of #19a – Repeated Violation of School Rules - and a possible referral to an alternative setting upon being found in violation by a preponderance of evidence at the District due process hearing.
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## 26. UNSAFE ACTION

Students will not commit any action that has the potential to cause danger or physical harm to themselves or to others, to include exiting a moving school bus, exiting a school bus by way of the emergency exit (when an emergency does not exist), attempting to allude 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 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 SCHOOL INITIATED 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

**MIDDLE/HIGH SCHOOL INITIATED 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

## 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, on the following page 46)

## BUS REFERRAL MATRIX FOR SECONDARY STUDENTS

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

\*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.

# EXPLANATION OF BEHAVIORAL STRATEGIES, DISCIPLINARY OPTIONS, AND CONSEQUENCES

## SCHOOL- INITIATED CONSEQUENCES

Each school is responsible for following the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* 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

**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 in need of 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	Required participation in *GRIP Program (Gaining Results Intervention/Prevention)
Time-Out	Temporary denial of a student's right to attend class
Violence Education	Required participation in *POINTS Program (Providing Optional Intervention Needed To Succeed)

## 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	

## 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 his/her class (such as lab classes). The granting of this request is limited to cases where it is extremely important that a class not be missed or where a class cannot be made up at a later date. The principal has the final decision.

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

### OUT-OF-SCHOOL SUSPENSION

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

School work missed during 1-3 day suspensions may be made up when the student returns to school. For suspensions of 4-10 school days, parents/guardians may request school work and pick up the school work 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. Only the Hearing Officer or the Board of Education may impose 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. Only the Hearing Officer or the Board of Education may impose expulsion. During an expulsion, a student may or may not be allowed to attend an alternative school.

A student who has been expelled six months or more may not attend any DeKalb County school, but may apply for re-admission after six months.

### ALTERNATIVE SCHOOL

A student who is removed from his/her local school for more than 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 his/her alternative school assignment and may not return to his/her school or any other school or attend any extracurricular activities while attending an alternative school pursuant to a long-term suspension or expulsion.

Students cannot withdraw/leave the DeKalb County School District to circumvent an assignment to an alternative school. Students who are assigned to an alternative school must attend and successfully complete that program before returning to the designated local school. Students who leave the School District and return at a later date will automatically be assigned to an alternative school to complete the original assignment unless the student was enrolled in a comparable alternative setting as approved by the Superintendent or Designee. Also, the student may be allowed to return to his/her previous school on an "early re-entry" 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. If denied by the Regional Superintendent, the parent or guardian may appeal to the Disciplinary Action Review Committee 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* if the student assists, plans, participates, advises, incites, counsels, and/or encourages other individuals to violate the *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 attempted use of force may be justified if the student reasonably believed the force was necessary to protect the student or another person against the immediate use of unlawful force and School District personnel were not 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. If self-defense is accepted as a valid defense under the circumstances, the student is found not in violation by a preponderance of evidence and no punishment is imposed for that offense.

## RESTROOMS AND LOCKERS

All offenses listed in this *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* 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 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 he/she 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 his/her side of the story. The student's parent/guardian will be contacted if disciplinary action is taken. Witnesses (when applicable) are asked to submit written accounts of the incident as soon as possible after the incident.

## DISTRICT DUE PROCESS HEARING

District due process hearings are conducted by a Hearing Officer who hears evidence concerning charges of student misconduct, which, if proven, may require punishment greater than a ten school-day suspension. The Hearing Officers are appointed by the Superintendent and have no prior knowledge of the charges.

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, charges 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 to testify at the discretion of the Hearing Officer. 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; 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 charges against the student by a "preponderance of the evidence." The School District is not usually represented by an attorney at District due process hearings, but in some cases an attorney is used. The student has the right, at his/her own expense, to be represented by counsel at the District due process hearing.

The District due process hearing is not required to be identical to a courtroom trial, and the Georgia Evidence Code does 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 punishment 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 or not 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 or not a violation has occurred and an appropriate punishment 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 punishment 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

Appeal requests must be in writing and submitted to the Superintendent within twenty (20) calendar days from the decision of the Hearing Officer. The written notice of appeal must set forth the reasons, together with any supporting arguments, as to why the Hearing Officer's decision is alleged to be incorrect. The notice must 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) work days 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 within thirty (30) calendar days of the DeKalb Board of Education's decision. 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.

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 special education students and students with disabilities covered under Section 504 are the same as above with the following additional steps:

1. The administrative staff should determine if the student was in possession of a weapon, possessed, used or sold drugs, or inflicted serious bodily injury to another person. If yes, proceed to A & B. If no, proceed to #2.
  - A. The Special Education Director/Section 504 Chair is notified immediately of the above triggers.
    - Special Education/Section 504 Personnel investigate the situation and work with the local school.
    - A plan of action is developed.
  - B. Special Education/504 Personnel will contact the local school if an emergency change in education location is needed.
2. The Special Education teacher(s), the IEP case manager or the Section 504 chairperson is notified of the occurrence.
3. If a disabled student is referred to a District due process hearing, a school administrator contacts the school's Lead Teacher for Special Education/Section 504 Chair to schedule a Manifestation/Determination meeting.
4. If it is determined that the behavior is not a manifestation 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.

## 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 afford 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 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 or may have to be supervised by an adult at all times.

In some cases, these 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. 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 (O.C.G.A. § 20-2-751.2).

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 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 the parties. Parents who disagree with the placement determination made by the Disciplinary Action Review Committee will have three 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 Safe Schools and 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. By example, the following general categories of serious violent offenses will result in the school administrator's referral to the Department of Student Relations:

- Assault resulting in serious injury
- Assault involving use of a weapon
- Death by other than natural causes (homicide)
- Kidnapping
- Rape
- Robbery with a dangerous weapon (armed robbery)
- Robbery without a dangerous weapon
- Sexual assault (not involving rape or sexual offense)
- Sexual Offense
- Taking indecent liberties with a minor

Additionally, an offense involving accusations of manufacturing, selling or trafficking large quantities of controlled substances is to be included.

All principals will continue to follow the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* when a student’s disciplinary infraction occurs within the school’s jurisdiction, as defined on page 35. 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*, 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* 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.

## 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 shall 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.

## SEARCHRESULTS

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

## KEEPING YOUR 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 age 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* and may result in expulsion. (For a full and complete list of weapons, see page 25.)

## 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?

Students should get involved because the problems that weapons at school can cause are serious and will not completely go away without student involvement. Students across the nation have said “enough is enough.” These students are taking a more active interest in keeping their schools safe and free of weapons. These students let it be known that weapons will be reported, regardless of who brings them to school.

When word gets around that weapons are going to be reported, students are less likely to bring weapons to school.

## DO YOU REALLY WANT TO LOSE YOUR DRIVER'S LICENSE?

That's right! You will lose your Driver's License or your Learner's License, or you will be prevented from receiving your Driver's or Learner's License if you have a weapon at school. That's the law in Georgia, according to the *Teenage and Adult Driver Responsibility Act*. This law requires schools to report students who have brought weapons to school not only to the police but also to the Department of Driver Services so that the student's Driver's License or Learner's License can be revoked.

## 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.

## *CODE OF STUDENT CONDUCT – STUDENT RIGHTS AND RESPONSIBILITIES AND CHARACTER DEVELOPMENT HANDBOOK*

The *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* makes it very clear to all students that weapons cannot be brought to school. The *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* 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  
EXPULSED 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* 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 by the use of 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

### A. Parent(s)/Guardian Responsibilities

Through dissemination of the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook* each school will inform the parent of the following expectations:

- 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.
- To teach the child self-discipline, respect for authority and for the rights of others.
- 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.
- To work to the best of his/her ability to provide the necessary materials and a positive home learning environment for the child to succeed in school.
- To maintain communication with the school and provide the school with a current telephone number through which he/she may be reached during the school day.
- To respond quickly to school to get the child when called upon.
- To be available for conferences when requested.
- To cooperate with the school staff to develop strategies to benefit the child.

### B. Student Responsibilities

- To be aware of and to abide by District-wide policies, regulations and school guidelines regarding acceptable behavior.
- To be responsible for one's own behavior.
- 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.
- To respect the personal, civil and property rights of all members of the school community.
- To refrain from the use of physical force, verbal abuse or harassment, blackmail, stealing, vandalism, and other illegal activities.
- To seek clarification from school personnel concerning the appropriateness of any action or behavior.
- To attend school and classes regularly, on-time and be prepared with the necessary learning materials.
- To know and follow the policies and regulations for every event considered part of the school program regardless of the time or place.
- 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 10 days of receipt of this handbook.

## PROTECTION OF PUPIL RIGHTS AMENDMENT (PPRA)

Local school officials must notify parents annually at the beginning of the school year of their right to (1) consent to the administration of surveys funded in whole or in part by the U.S. Department of Education, or (2) opt out of the administration of any survey, regardless of funding, if these surveys contain questions from one or more of eight protected areas. These protected areas are: (1) political affiliations and beliefs of students or parents; (2) family mental and psychological problems; (3) sexual behavior or attitudes; (4) illegal, anti-social, self-incriminating, or demeaning behavior; (5) critical appraisals of close family members and friends; (6) legally recognized privileged or analogous relationships (e.g., lawyers, doctors, etc.); (7) student or parent religious affiliations, or beliefs; or (8) income (other than that required by law) to determine eligibility for program participation or financial assistance. Parents wishing to opt out of such surveys should submit their request to the school on an annual basis.

# STUDENT COMPLAINT PROCEDURES

## COMPLAINTS OF DISCRIMINATION OR HARASSMENT

Pursuant to federal and state laws, students are entitled to a Complaint Procedure to address allegations of discrimination and harassment (including bullying). Accordingly, the School District has established both informal and formal procedures for resolving any complaints of discrimination, harassment, or bullying on the basis of race, color, religion, national origin, sex (including sexual harassment), sexual orientation, gender identity, disability, or age. Allegations of discrimination should be reported immediately to any school employee, administrator, or counselor at the school, center or any school event. A student may also make a direct report to the Title IX Officer at 1701 Mountain Industrial Blvd., Stone Mountain, Georgia 30083 or by dialing 678-676-0310. The school administrator or the Title IX Officer shall assist the student with formalizing and processing the complaint, which should include a statement of facts, identification of witnesses and any other information necessary to fully describe the matter.

Formal complaints should be filed within 30 calendar days of the alleged incident. All policies and/or procedures mandated by any agency of the State of Georgia, or the United States, will be followed. As per O.C.G.A. § 20-2-751.5, it is unlawful for a student to falsify, misrepresent, omit, or erroneously report information regarding instances of alleged inappropriate behavior by a teacher, administrator or other school employee, including during off-school hours. Please refer to page 87 for the Bullying/Harassment/Hazing flowchart and page 88 for the Bullying/Harassment/Hazing Report Form in the *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*.

## REPORTING ACTS OF SEXUAL ABUSE OR SEXUAL MISCONDUCT

*O.C.G.A. § 20-2-751.7(a) provides that: "The Professional Standards Commission shall establish a state-mandated process for students to follow in reporting instances of alleged inappropriate behavior by a teacher, administrator, or other school employee toward a student which shall not prohibit the ability of a student to report the incident to law enforcement authorities. Each local school system shall be required to implement and follow such state-mandated process and shall include the mandated process in student handbooks and in employee handbooks or policies." The following is the reporting process:*

- A. Any student (*or parent or friend of a student*) who has been the victim of an act of sexual abuse or sexual misconduct by a teacher, administrator or other School District employee is urged to make an oral report of the act to any teacher, counselor or administrator at his/her school.
- B. Any teacher, counselor, volunteer or administrator receiving a report of sexual abuse or sexual misconduct of student by a teacher, administrator, or other employee shall make an oral report of the incident immediately by telephone or otherwise to the school principal or principal's designee, and shall submit a written report of the incident to the school principal or principal's designee within 24 hours. *If the principal is the person accused of the sexual abuse or sexual misconduct, the oral and written reports should be made to the superintendent or the superintendent's designee.*
- C. Any school principal or principal's designee receiving a report of sexual abuse as defined in O.C.G.A. § 19-7-5 shall make an oral report immediately to the school social worker, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused. The school social worker's Child Protection Report may be submitted via telephone, fax, or in written form (preferred method for the school district is written report) to a child welfare agency providing protective services, as designated by the Department of Human Services, or, in the absence of such agency, to an appropriate police authority or district attorney.

Reports of acts of sexual misconduct against a student by a teacher, administrator, or other employee not covered by O.C.G.A. § 19-7-5 shall be investigated immediately by school or system personnel. To protect the integrity of the process and to limit repeated interviews with the student, the designated system personnel is required to take a written statement from the student prior to any other person. If the investigation of the allegation of sexual misconduct indicates a reasonable cause to believe that the report of sexual misconduct is valid, the school principal

or principal's designee shall make an immediate written report to the designated Regional Superintendent, Chief Officer of Public Safety, and Coordinator of School Social Work. The Superintendent and the Professional Standards Commission Ethics Division must also be notified of any validated acts of sexual misconduct.

## GENDER EQUITY IN SPORTS GRIEVANCE PROCEDURES

The DeKalb County School District prohibits discrimination in its elementary and secondary athletic programs, in accordance with the Georgia Gender Equity in Sports Act. The following grievance procedures are provided to allow for prompt and equitable resolution of written student complaints, including those brought by a parent or guardian on behalf of a student.

### DEFINITIONS:

- "Days" means calendar days.
- A "grievance" is a complaint that alleges the DeKalb County School District has taken an action that is in violation of O.C.G.A. § 20-2-315 (Gender Equity in Sports Act).
- "Grievant" is the person initiating the complaint.
- "Student" means a person enrolled in a school or instructional program operated by the DeKalb County School District.

### PROCEDURES:

Grievances may be brought only by the affected student or by the affected student's parent or guardian and shall proceed in the following manner:

- Within ten (10) days of the time that the grievant knows, or reasonably should know, about the grievance (or within ten (10) days of the publication of this procedure, whichever is later), the grievant shall present the written grievance form to the Superintendent who shall note the date received.
- The written grievance shall: (1) name the grievant and the affected student; (2) state the situation or conditions giving rise to the grievance; (3) identify the specific provisions of the law or the implementing regulations alleged to have been violated; and (4) indicate the specific relief sought.
- The Superintendent shall cause the grievance to be investigated. Within 30 days after the grievance is presented, the Superintendent shall give a written response to the grievance, setting forth the essential facts and rationale for the decision.
- The grievant may appeal the Superintendent's decision to the DeKalb County Board of Education. The appeal must be in writing and submitted to the DeKalb County Board of Education within 35 days of the date of the response from the Superintendent. The Board may review all materials related to the grievance and render a decision in writing no less than 45 days after receipt of the written grievance form.
- The grievant shall have the right to appeal any decision by the DeKalb County Board of Education to the State Board of Education pursuant to O.C.G.A. § 20-2-1160.

Any student and/or parent or guardian of a minor child who feels that an action of the DeKalb County School District is in violation of O.C.G.A. § 20-2-315 (Gender Equity in Sports Act) may file a complaint by completing a form and forwarding it to the Office of Legal Affairs, 1701 Mountain Industrial Blvd., Stone Mountain, GA 30083. Forms may be obtained from the Office of the Director of Athletics, 5829 Memorial Drive, Stone Mountain, Georgia 30083 or at [www.dekalbschoolsga.org/athletics/downloads](http://www.dekalbschoolsga.org/athletics/downloads).

## INTERNET AND TECHNOLOGY USAGE

The DeKalb County School District provides technologies, networks, and internet access to support the educational mission of the District and to enhance the curriculum and learning opportunities for students and employees in compliance with the Children's Internet Protection Act (CIPA) of 2000. All guidelines, regulations, policies, and rules are applicable to all telecommunication services and equipment provided by the District including, but not limited to, the following:

- Computer workstations and notebook computers;
- Smart phones, tablets, e-readers, and other mobile devices;
- Internet services;
- Telephone services; and
- Cellular phone services

The DeKalb County School District believes that information and interaction available on the Internet provides valuable educational information. It is not always possible for the District to control access to material that may be considered controversial or inappropriate; therefore, the user may accidentally or purposefully encounter controversial material. It is the user's responsibility to avoid initiating access to such material.

Use of the Internet must be in support of educational research and consistent with the District's educational goals and objectives. Use of any other District's network or educational resources must be in compliance with rules, policies, and guidelines for the network. Users must abide by all rules and procedures specified and deemed necessary at the site from which access to the Internet is made. Transmission of any material in violation of any United States, state law, or state regulation is prohibited which includes, but is not limited to, (1) copyrighted material, (2) threatening, pornographic, or obscene material, or (3) material protected by trade secret. Use of District resources including the network for (1) private financial gain, commercial advertising, or solicitation activities by or for-profit institutions or (2) political lobbying is prohibited. All illegal activities are strictly prohibited.

The use of the Internet is a privilege, not a right. Any student user not complying with the District's Internet Acceptable Use Agreement shall lose Internet privileges for at least one week. Student infractions may result in appropriate disciplinary action in addition to suspension or termination of access privileges.

Any user identified as being a security risk or as having a history of problems with other computer systems may be denied access to the Internet. The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages suffered by any user including loss of data resulting from delays, non-deliveries, incorrect deliveries, or service interruptions caused by its own negligence or user errors or omissions. Use of any information obtained via the Internet is at the risk of the user. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Use of the School District's Internet and technology resources obligates students to observe the following terms:

- Students will observe the standard of courtesy and behavior consistent with the practices and policies of the DeKalb County Board of Education when sending or publishing messages or transmitting data or other information on the Intranet.
- Students will use the internet system for instructional purposes only as it relates to classroom and co-curricular assignments and activities.
- Students will exhibit appropriate online behavior, including interacting with other individuals on social networking websites and chat rooms.
- Students will make every effort to safeguard any information from unauthorized users.
- Students will not initiate or participate in any form of cyberbullying.
- Students will not send or receive inappropriate or offensive messages or pictures from any source. For example, students will not post, publish, or display any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially or religiously offensive, sexist, or illegal material.

- Students will not post messages and attribute them to another user.
- Students will not violate network security by entering the system under a User ID other than their own, share their user IDs, passwords, or user accounts with others.
- Students will not disclose, use, or disseminate personal information of other minors/students.
- Students will not use the internet system for any purpose that violates federal or state law.
- Students will not transmit or download information or software in violation of copyright laws.
- Students will not disconnect network components, alter programs or data, or purposely infect any computer with a virus.
- Students will not engage in unauthorized use of the network, intentionally delete or damage files and data belonging to other users, or violate copyright law.

**STUDENTS ARE STRONGLY CAUTIONED THAT SENDING INAPPROPRIATE MESSAGES AND/OR IMAGES VIA ELECTRONIC COMMUNICATION DEVICES OR THE INTERNET/INTRANET AT ANY TIME COULD RESULT IN VERY SERIOUS SCHOOL, PERSONAL AND/OR CRIMINAL CONSEQUENCES.**

# SUPPLEMENTAL SAFETY AND DISCIPLINE INFORMATION

## BULLYING, HARASSMENT AND HAZING

DeKalb County School District has also implemented a District Alert Line (1-888-475-0482) to report weapons, violence, bullying, harassment, or drugs.

Board Policy: Bullying/Harassment/Hazing

Descriptor Code: JCDAG

Students cannot be expected to reach their full academic potential in an environment of fear and intimidation. All schools in the DeKalb County School District have an obligation to provide a safe, healthy, and positive learning environment for their students and to promote mutual respect and acceptance among students, staff and volunteers.

The District expressly prohibits the bullying/harassing/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 or not 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/hazing at the beginning of the school year as part of the Code of Student Conduct.

The District strictly prohibits retaliation against any person who reports bullying/harassment/hazing or participates in an investigation of bullying/harassment/hazing. Schools shall keep reports of bullying/harassment/hazing confidential to the extent consistent with a thorough investigation.

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.

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/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/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/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

Y 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.

Y 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 so as to interfere with or limit a student’s ability to participate in or benefit from the services, activities, or opportunities offered by a school.

Y 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:

- Y Verbal assaults such as unwanted teasing or name-calling;
- Y Rumors or spreading of falsehoods;
- Y Threats, taunts and intimidation through words and/or gestures;
- Y Public humiliation;
- Y Social isolation;
- Y Harassment Stalking;
- Y Direct physical contact such as hitting or shoving;
- Y Physical violence and/or attacks;
- Y Theft of money and/or personal possessions for the purpose of bullying, harassing, or intimidating;
- Y Extortion or manipulation, including incitement and/or coercion;
- Y Destruction of school or personal property;
- Y Any form of electronic bullying or cyberbullying using school equipment, school networks, or e-mail systems or committed at school;
- Y 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;
- Y Sending abusive or threatening text messages or instant messages; and
- Y Using websites to circulate gossip and rumors to other students;

- Y 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., Facebook, Twitter, Instagram, Kik, etc.), chat rooms, texts, and instant messaging;
- Y 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 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.

## GANG-RELATED ACTIVITY

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.

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.

"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.

Students who participate in gang-related activities, as defined in this section, will be charged with Offense #12 – School Disturbance. 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.

## 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.

## CELL PHONE/ELECTRONIC COMMUNICATION DEVICE USE BY STUDENTS

Students may possess and use electronic communication devices in accordance with procedures promulgated by the Superintendent. Such procedures shall provide that electronic communication devices may not be used during instructional time and must not interfere with the educational mission of the schools or pose a safety hazard.

All 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), except for approved instructional purposes; (2) No text messaging is allowed, except for approved instructional purposes; (3) Students with serious medical conditions or other unusual circumstances may be given special permission by the school principal to use this device if it is determined to be essential for the health of the student.

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. All violations of these expectations will result in confiscation of the device. Moreover, the confiscated device will be returned only to the parent/guardian.

**NOTE:** No one is allowed to take pictures or video of other persons at school without the express permission of the principal.

**STUDENTS ARE STRONGLY CAUTIONED THAT SENDING THREATENING/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.**

## 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/DocumentView.aspx?DID=274&DL=1>.

## 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)

Please note that SB 100, signed into law on April 16, 2015, makes significant changes to the Teenage and Adult Driver Responsibility Act by eliminating the requirement for schools to submit noncompliance data for students with excessive unexcused absences and certain discipline infractions. 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. Beginning on July 1, 2015, schools will use the new 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 Response to Intervention (RtI) process using a tiered process of interventions and continuous monitoring of progress. Progressive consequences range from Tier 1 of the RtI process for the initial disruptions to Tier 3 for continuously disruptive behavior.

The initial focus of the RtI process is developing and implementing intervention strategies 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 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 intervention strategies for students with academic, behavior, or other types of problems. SST levels of interventions are implemented only if they are necessary as part of the progression through the tiers of intervention.

Once the student reaches SST/Tier 3, interventions are implemented for a specified period of time. If the strategies at SST/Tier 3 are not successful, based on data from the interventions implemented by the Assistant Principal for discipline and/or teachers as part of the committee, additional alternative interventions and modifications are developed and implemented for an additional specified time. A follow-up SST meeting is scheduled to review the results. 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 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 *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*), 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.

POINTS (Providing Optional Intervention Needed To Succeed) 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 POINTS, which is a conflict management class offered on Saturdays to students. Parents are also asked to participate in the classes in order to reinforce the effort to resolve issues peacefully between and among students.

GRIP (Gaining Results Intervention/Prevention) is a drug education program that is provided for first-time violators of the Drug/Substance offenses (possession or use) in this *Code of Student Conduct – Student Rights and Responsibilities and Character Development Handbook*. 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.

## 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 Student Rights and Responsibilities and Character Development Handbook*; ensure staff understanding of procedures to follow if a campus crisis occurs; and to conduct randomly selected student surveys regarding whether the student feels safe at school.

The Safe School Audits goal is for students and staff to learn and work in a safe and orderly environment. Objectives for conducting the audits are: (1) provide school-based data to local school administrators regarding supervision of staff during transitional periods of the school day; (2) gather and report information on students' feelings about safety at school; (3) provide information on staff awareness of procedures to be followed during a crisis; and (4) building and environment checks.

Trained Safe School Administrators will conduct random Safe School Audits throughout the year. Upon entering a school building, the team leader will notify the principal of the team's presence. Audit team members, equipped with a school map, bell schedule, and audit checklist will proceed to designated areas on the school's campus to observe and document information gathered during the audit. The process generally takes about thirty-five (35) minutes to complete. The audit will be scored according to a prescribed procedure for elementary and secondary schools. Results will be shared with the Superintendent, Deputy Superintendent, School Leadership and Operational Support, Regional Superintendents, Principals, and Assistant Principals.

In order 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. A student's appearance can positively or negatively impact the climate of a school. Students must adhere to the School District's dress code requirements. Students who fail to comply with the dress code requirements, as enumerated below, may be charged with Offense #25 –Student Dress Code Violation (see page 43-44):

- Students are expected to follow ALL school rules governing safety in specialized programs that may require the wearing of protective clothing, safety glasses, or other similar requirements.
- 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 are prohibited.
- Clothing, insignia, symbols, tattoos, piercings, jewelry, or adornments worn or carried on or about a student which promote gangs or the use of controlled substances, drugs, alcohol, or tobacco are prohibited.
- The wearing of clothing, tattoos or other adornments which show offensive and/or vulgar words, pictures, diagrams, drawings, or includes words or phrases of a violent nature, a disruptive nature, a sexual nature, politically/socially controversial words or graphics or words or phrases that are derogatory regarding a person's ethnic background, color, race, national origin, religious belief, sexual orientation, or disability is prohibited.

The wearing of pants below the waistline, bare midriffs, halter tops/tank tops, tops/blouses revealing cleavage, short shorts, net/see through garments, flip-flops, between-the-toe shoes without heels, bedroom shoes, or other footwear that interferes with freedom of movement and dresses, pants, or skirts with high splits is prohibited.

**NOTE:** Students/Parents are urged to review individual local school handbooks for any additional requirements related to student dress.

## 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

On July 8, 2010, the Georgia Board of Education approved Rule 160-5-1.35 regarding the use of restraint in Georgia schools. As required, the DeKalb Board of Education approved a board policy, Descriptor Code JGF (2), on October 7, 2010 which met the requirements of the state rule. 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 himself 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 himself or others or if the student is observed to be in severe distress or breathing appears impaired.
4. Before any staff member may implement physical restraint, he or she should have completed an approved training program.
  - a. Approved training programs will address a full continuum of positive behavioral intervention strategies as well as prevention and de-escalation techniques and restraint.
  - b. Schools and programs shall maintain written or electronic documentation on training provided and the list of participants in each training. Copies of such documentation will be made available to the Georgia Department of Education or any member of the public upon request.
  - c. If a staff member who has not completed an approved training program has to physically restrain a student to prevent injury to a student or others in an emergency situation when staff members trained in physical restraint are not available, he or she should ask other students, if present, to request assistance immediately.

5. Whenever possible, the use of physical restraint on a student shall be monitored by another staff member or administrator. The use of physical restraint shall be documented by staff or faculty participating in or supervising the restraint for each student in each instance in which the student is restrained.
6. Whenever physical restraint is used on a student, the school or program where the restraint is administered shall notify the student's parent or legal guardian within one school day after the use of restraint.
7. This policy does not prohibit a staff member from utilizing time-out, as defined in paragraph (2) above, or any other classroom management technique or approach, including a student's removal from the classroom that is not specifically addressed in this rule.
8. This policy does not prohibit a staff member from taking appropriate action to diffuse a student fight or altercation.
9. Deciding whether the use of physical restraint is necessary to protect students or others from imminent harm or bodily injury, and taking the actions deemed necessary to protect students or others from imminent harm or bodily injury, are actions that involve the performance of discretionary, not ministerial, duties.
10. In some instances in which a student is an immediate danger to himself or herself or others, the school or program must determine when it becomes necessary to seek assistance from law enforcement and/or emergency medical personnel. Nothing in this policy shall be construed to interfere with the duties of law enforcement or emergency medical personnel.
11. School officials must notify a student's parent or guardian immediately when emergency medical or law enforcement personnel remove a student from a school or program setting.

## NOTICE OF RIGHTS OF STUDENTS AND PARENTS UNDER SECTION 504

Section 504 of the Rehabilitation Act of 1973, commonly referred to as "Section 504," is a non-discrimination 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, please contact the District's Section 504 Coordinator at the following address:

504 Coordinator  
5829 Memorial Drive  
Stone Mountain, Georgia 30083  
Phone: 678-676-1980

The implementing regulations for Section 504 as set out in 34 CFR Part 104 provide parents and/or students with the following rights:

1. Your child has the right to an appropriate education designed to meet his or her individual educational needs as adequately as the needs of non-disabled students. 34 CFR 104.33.
2. Your child has the right to free educational services except for those fees that are imposed on non-disabled students or their parents. Insurers and similar third parties who provide services not operated by or provided by the recipient are not relieved from an otherwise valid obligation to provide or pay for services provided to a disabled student. 34 CFR 104.33.
3. Your child has a right to participate in an educational setting (academic and nonacademic) with non-disabled students to the maximum extent appropriate to his or her needs. 34 CFR 104.34.
4. Your child has a right to facilities, services, and activities that are comparable to those provided for non-disabled students. 34 CFR 104.34.
5. Your child has a right to an evaluation prior to a Section 504 determination of eligibility. 34 CFR 104.35.
6. You have the right to not consent to the 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 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 background, 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 restrictive 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 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 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 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 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 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 10 calendar days prior to the hearing. Failure to notify the Section 504 Coordinator in writing of representation by legal counsel shall constitute good cause for continuance of the hearing.
- E. The grievant will have the burden of proving any claims he or she may assert. When warranted by circumstances or law, the impartial Hearing Officer may require the District to defend its position/decision regarding the claims (i.e., a recipient shall place a disabled student in the regular educational environment operated by the recipient unless it is demonstrated by the recipient that the education of the person in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. 34 C.F.R. §104.34). One or more representatives of the District, who may be an attorney, will attend the hearing to present the evidence and witnesses, respond to the grievant testimony and answer questions posed by the review official.
- F. The impartial review official shall not have the power to subpoena witnesses, and the strict rules of evidence shall not apply to hearings. The impartial review official shall have the authority to issue pre-hearing instructions, which may include requiring the parties to exchange documents and names of witnesses to be present.
- G. The impartial review official shall determine the weight to be given any evidence based on its reliability and probative value.
- H. The hearing shall be closed to the public.
- I. The issues of the hearing will be limited to those raised in the written or oral request for the hearing.
- J. Witnesses will be questioned directly by the party who calls them. Cross-examination of witnesses will be allowed. The impartial review official, at his or her discretion, may allow further examination of witnesses or ask questions of the witnesses.
- K. Testimony shall be recorded by court reporting or audio recording at the expense of the District. All documentation related to the hearing shall be retained by the District.
- L. Unless otherwise required by law, the impartial review official shall uphold the action of the District unless the grievant can prove that a preponderance of the evidence supports his or her claim.
- M. Failure of the grievant to appear at a scheduled hearing unless prior notification of absence was provided and approved by the impartial review official or just cause is shown shall constitute a waiver of the right to a personal appearance before the impartial review official.

#### DECISION:

The impartial review official shall issue a written determination within twenty (20) calendar days of the date the hearing concluded. The determination of the impartial review official shall not include any monetary damages or the award of any attorney's fees.

#### REVIEW:

If not satisfied with the decision of the impartial review official, any party may pursue any right of review, appeal, cause of action or claim available to them under the law or existing state or federal rules or regulations.

# Special Education: A Parent's Guide to Understanding Rights and Responsibilities

This guide is designed to help you understand your rights and responsibilities regarding special education. It should not be used as a substitute for the full version of the Parents' Rights outlined in the Individuals with Disabilities Education Act (IDEA) and the Rules of the Georgia State Board of Education (Ga. Bd. Of Educ. R.) pertaining to Special Education. (see Ga. Bd. Educ. R. 160-4-7-.09 PROCEDURAL SAFEGUARDS/PARENTS' RIGHTS.) To view the full version of the Georgia Parents' Rights please go to the Georgia Department of Education web site at [www.gadoe.org](http://www.gadoe.org) and select *Offices & Divisions*, then *Curriculum & Instruction*, then *Special Education Services and Supports*. You will then look under *Dispute Resolution* or *Family Engagement Information & Resources* to find Parent Rights. The full version of these rights is available in multiple languages and is also presented in videoformat.

<p><b>RECORDS:</b></p> <p>You have a right to look at your child's education records.</p> <p>You may also have the records interpreted or explained to you.</p> <p>You may request to have something in the record changed or removed if you feel it should not be in your child's record.</p> <p>You have the right to add information, comments, data or any other relevant written material to your child's record.</p>	<p><b>VALUATION PROCEDURES:</b> Your child has the right to a full and complete evaluation to determine if he/she has a disability and is in need of special education and/or related services.</p> <p>You have the right to have your child assessed in all areas of the suspected disability.</p> <p>The school district must test your child according to procedures</p>
<p><b>CONFIDENTIALITY OF INFORMATION:</b> Your child's educational records are private. You can ask to have copies of only <u>your child's</u> 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</p>	<p>Least Restrictive Environment:</p>
<p><b>INDEPENDENT EVALUATION:</b></p>	<p><b>URROGATE PARENTS:</b> When the school cannot find the child's parents of the child is a ward of the state, the school system will assign a surrogate (substitute) parent who will represent the child regarding the child's rights and interests for any evaluation, meeting, or educational decisions for special education services. Surrogate parents will receive special training and will act as the parent by giving consent and participating in IEP/other meetings. The surrogate parent has the same rights and responsibilities as a parent in special education in matters relating to a student.</p>

<p>You must be given opportunities to participate in any decision-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 it's contents. You are entitled to have IEP meetings held at a time and place mutually convenient to you and other members of the IEP</p>	<p>process complaint so that the parents and systems can avoid for parents and school systems to resolve any issues in a due 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.</p>
<p>ENT:</p> <p>The school cannot test/evaluate or re-evaluate your child without your permission/consent.</p>	<p><b>DISCIPLINE PROCEDURES AND RIGHTS:</b> The school system must follow certain procedures when students with disabilities exhibit behaviors that cause the child. IEP Team to find other settings and/or ways to educate the</p>
<p><b>PRIVATE SCHOOL PLACEMENT:</b> If you decide to place your child in a private school, you must inform school officials at the last IEP meeting you attend of your intent and explain your concerns about the public program. 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.</p>	<p><b>CONTACTS:</b> 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 <a href="http://www.p2pga.org">www.p2pga.org</a>. You may also contact the Division for Special Education Services and Supports at 404-656-3963 or 1-800-311-3627 or go to the Georgia Department of Education website at <a href="http://www.gadoe.org">www.gadoe.org</a> to help find other helpful resources.</p>
<p>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: <a href="http://www.gadoe.org/Curriculum-Instruction-and-Assessment/Special-EducationServices/Documents/Parents%20Rights/Parents_Rights_English%20r%201-14.pdf">http://www.gadoe.org/Curriculum-Instruction-and-Assessment/Special-EducationServices/Documents/Parents%20Rights/Parents_Rights_English%20r%201-14.pdf</a>.</p>	

# APPENDIX

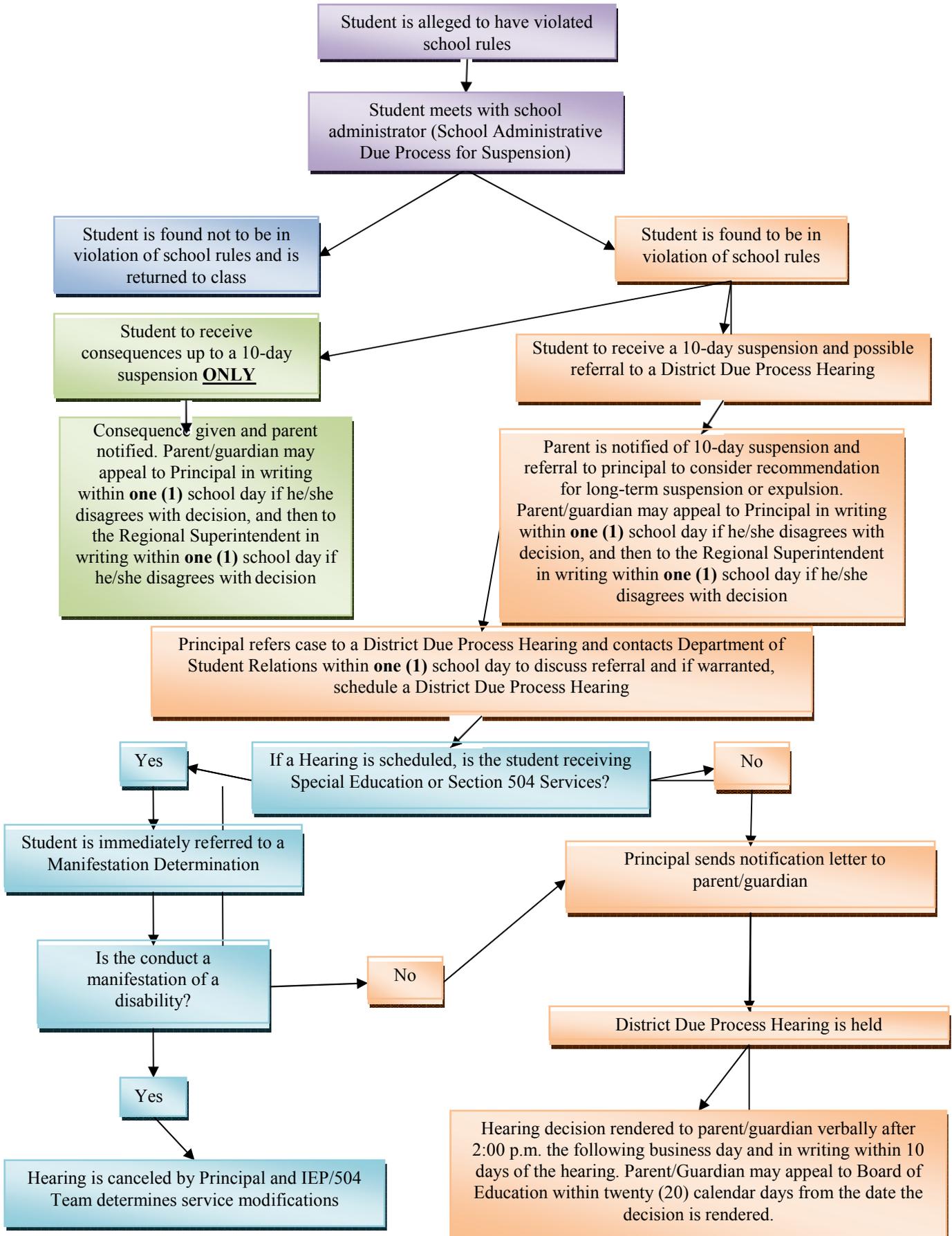
## RIGHT TO KNOW PROFESSIONAL QUALIFICATIONS OF TEACHERS (ESEA)

In compliance with the requirements of the Elementary and Secondary Education Act (ESEA)/No Child Left Behind (NCLB), parents may request information about the professional qualifications of their child's teacher(s). The following information may be requested:

- 1) Whether the teacher has met the Georgia Professional Standards Commission requirements for certification for the grade level and the subject areas in which the teacher provides instruction;
- 2) Whether the teacher is teaching under an emergency or other provisional status through which Georgia qualifications or certification requirements have been waived;
- 3) The college major and any graduate certification or degree held by the teacher;
- 4) Whether the student 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.

# DISCIPLINE DUE PROCESS FLOWCHART



**2016-2017  
BULLYING/HARASSMENT/HAZING REPORTING FLOWCHART**

Parent, Guardian, Student or Concerned Citizen has a bullying, harassment, or hazing concern to report.

Report concern either verbally or in writing to any administrator, faculty or staff member or other personnel at the school (as soon as practicable but preferably within thirty (30) days).

Concern will be documented and submitted to the school principal or his/her designee and the report will be entered into Infinite Campus

The school principal or his/her designee will launch an investigation no later than the following school day; all investigations will include, at a minimum, the creation of a statement of facts and the interviewing of witnesses.

At an appropriate time during or after the investigation, the parents of all parties will be verbally notified, but no later than three (3) school days after completion of the investigation (consistent with federal confidentiality laws).

If found in violation of Code of Student Conduct, age-appropriate consequences will be given to the accused student(s); targeted student and parents will be notified of outcome (consistent with confidentiality laws).

Reporting person has no further concerns and incident is closed.

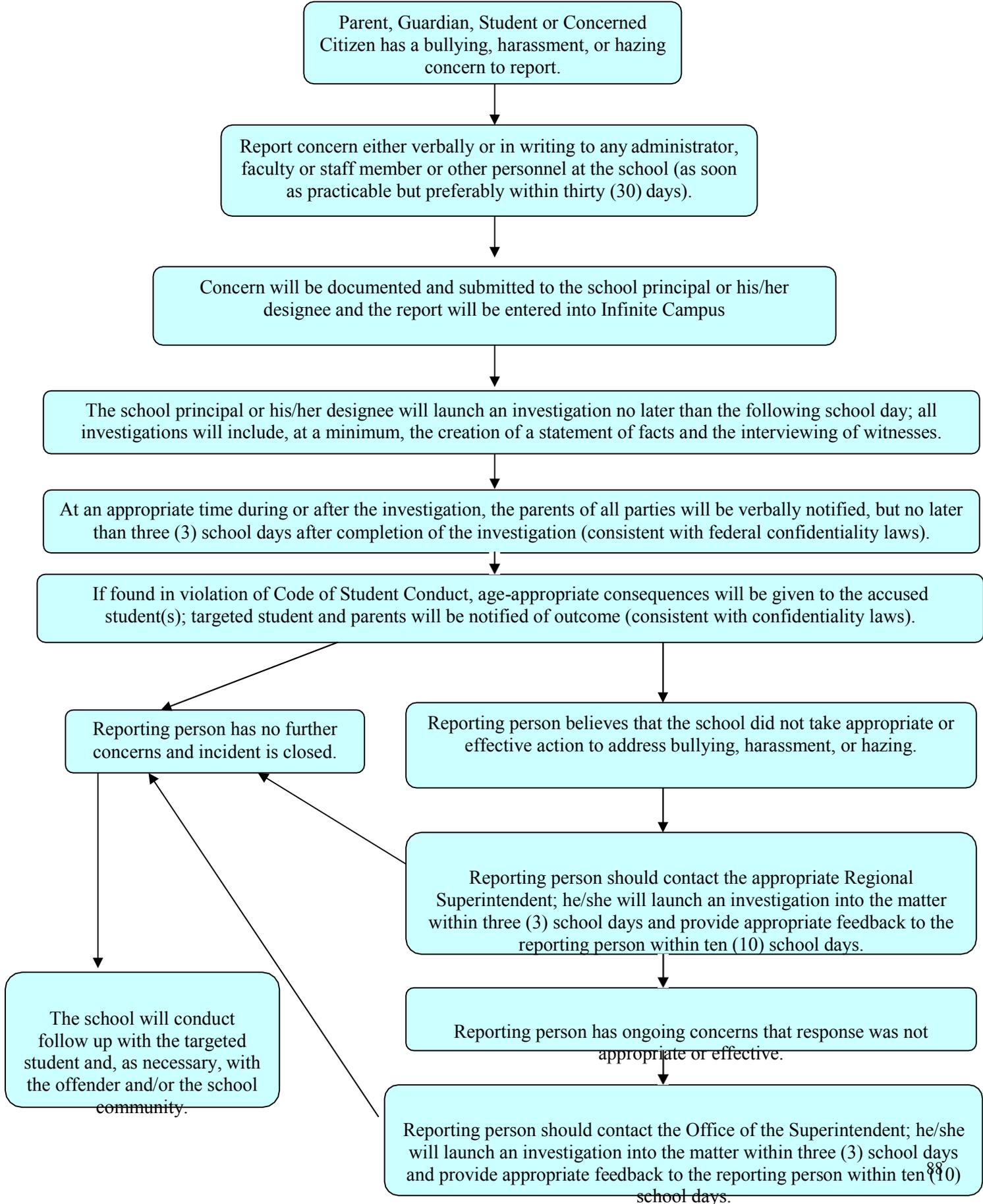
Reporting person believes that the school did not take appropriate or effective action to address bullying, harassment, or hazing.

Reporting person should contact the appropriate Regional Superintendent; he/she will launch an investigation into the matter within three (3) school days and provide appropriate feedback to the reporting person within ten (10) school days.

Reporting person has ongoing concerns that response was not appropriate or effective.

Reporting person should contact the Office of the Superintendent; he/she will launch an investigation into the matter within three (3) school days and provide appropriate feedback to the reporting person within ten (10) school days.

The school will conduct follow up with the targeted student and, as necessary, with the offender and/or the school community.



**2016-2017**  
**Bullying /Harassment/Hazing Report Form**  
 This form is available at [www.dekalb.k12.ga.us/student-relations](http://www.dekalb.k12.ga.us/student-relations).

Today's Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ School \_\_\_\_\_

**Person Reporting Incident: Name** \_\_\_\_\_

**Circle one:** Victim/Target    Concerned Student    Parent/Guardian    Relative    Concerned Person    Faculty/Staff  
**Wants to remain anonymous?**  Yes  No (If yes, do not write in name)

Telephone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_      E-mail \_\_\_\_\_

**1. Name of student victim (Please print)**      **School**      **Age**      **Race**      **Gender**  
 \_\_\_\_\_

**2. Name(s) of alleged offender(s)**    **Status (Student, Faculty/Staff, Other)**    **School**      **Age**    **Race**    **Gender**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. Has this student been bullied, harassed or hazed on previous occasions?**      **Yes**      **No**

**4. On what date(s) did the incident(s) happen?**

\_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_AM/PM      \_\_\_\_/\_\_\_\_/\_\_\_\_ Mo.      Time: \_\_\_\_AM/PM  
 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)
- On-line

**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):**

\_\_\_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 (Name) \_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_

**2016-2017**

Date Submitted

Print Name

Signature

Distribution: Original to Principal/Principal's Designee; Copy for student records, copy for submitter

Revised 06-16-16



*"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

DR. MELVIN JOHNSON, CHAIR

DR. R. STEPHEN GREEN, 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, age, gender, sexual orientation, or gender identity, in any of the District's educational programs, activities, or practices.

## **EXHIBIT 13**

Attach a copy of the charter school's Student Discipline Policy and Procedures, including any Positive Behavior and Intervention Supports (PBIS).

Discipline is covered in the enclosed Family & Student handbook on page 65



## Student and Family Handbook

© The GLOBE Academy 08.05.17

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# Welcome Letter

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Dear GLOBE community,

Bienvenidos! Bienvenue! 歡迎 ! Welcome to the 2017–2018 school year at The GLOBE Academy. We are thrilled to have you as part of our GLOBE family. Welcome home! We are extremely proud and excited to move ahead into year five as the GLOBE family together. Our school has a committed community that supports the success of our students. We are eager to continue with language immersion, constructivist learning theory, and a positive school culture while also forging new, strong connections to ensure the success of GLOBE for years to come!

Sincerely,

Christi Elliott-Earby, Head of School

## Vision and Mission

---

The GLOBE Academy vision reflects the purpose of our academic endeavors and is our road map to that purpose. Our core values drive our daily steps toward our ultimate goal: to create a vibrant, dynamic, and unique learning experience that engages every student, stimulates their intellectual curiosity, and facilitates academic excellence and achievement. To those ends, our vision and mission are:

### Vision

To develop globally-minded citizens who have the knowledge, skills, and attitudes to effect positive change in our world.

### Mission

The GLOBE Academy fosters Global Learning Opportunities through Balanced Education for children of all backgrounds. With a focus on dual-language immersion, an experiential-learning model and a constructivist approach, GLOBE inspires students to be high-performing, lifelong learners equipped to make a positive impact in the world.

## Core Values

---

The GLOBE Academy's core values are expressed in the acronym **CREST: Community, Respect, Empathy, Sustainability, and Trust**. These values are expected of the governing board, faculty, staff, parents, and students. They are woven into daily life at GLOBE and incorporated into the curriculum.

- ▮ **Community:** We are inclusive, and we nurture and support one another.
- ▮ **Respect:** We treat ourselves and each other with kindness and dignity.
- ▮ **Empathy:** We strive to understand and share the feelings of others.
- ▮ **Sustainability:** We aim to conserve our resources for optimal use in the present and future.
- ▮ **Trust:** We are committed to honesty, transparency, and respectfully sharing our thoughts and encouraging others to do the same.

# GLOBE At-A-Glance: Education Overview

---

**Opened:** 2013–14 school year

**Type:** Free Public Charter School, DeKalb County, Georgia

**Admissions:** By random lottery for students in the DeKalb Co. School District

**Students:** Approximately 800 students in K–7th

**Grades:** For 2017–18, Kindergarten through 7th (adding one grade per year to become a K–8th school)

**Morning Arrival:** Drop-off begins at 7:30 a.m. at both campuses; school begins at Lower Campus at 8:10 a.m., Upper Campus at 8:00 a.m.

**Dismissal Times:** Lower Campus at 2:35 p.m., Upper Campus at 3:10 p.m.

**Teacher/Student Ratio, Grades K–1:** Maximum 1:12

**Teacher/Student Ratio, Grades 2–7:** Maximum 1:24 (does not include teaching assistants shared among classes)

**Class Size:** Maximum 24

**Curriculum:** Georgia Standards of Excellence, Georgia Frameworks

**Instructional Approaches:** Dual-language immersion, constructivism, reading and writing workshop

**Languages Offered:** French, Mandarin, and Spanish

**Demographics:** Multiracial, multicultural, and multilingual community

**Lunch Program:** Healthy lunch program available to all students through wholesome-meals vendor

**Parent Engagement:** Active Parent Teacher Community Council (PTCC)

## Governing Board

---

The GLOBE Governing Board of Directors is charged with the management of the affairs of the not-for-profit 501(c)3 corporation, GLOBE ACADEMY, Inc., and must pursue such policies and principles in accordance with law, the provisions of the Articles of Incorporation, GLOBE Bylaws, and any written charter entered into by the Board.

As trustees of public funds, The Governing Board of Directors is responsible for ensuring the school's long-term financial stability and integrity of the charter. The board sets the strategic plan and is responsible for overseeing the effective, faithful execution of the mission through the school's program and operations. Directors recognize that in order to fulfill these obligations, they pledge to personally contribute needed resources and/or talents to maintain the school's success.

Please visit [www.theglobeacademy.org](http://www.theglobeacademy.org) for more specific information regarding the duties and obligations of the Governing Board of Directors as well as a list of current members.

# Campus Locations

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## Lower Campus (K–3)

2225 Heritage Drive NE, Atlanta, GA 30345

**Phone:** (404) 464-7040

## Upper Campus (4–7)

4105 Briarcliff Road, Atlanta, GA 30345

**Phone:** (470) 355-4422

## Office and School Hours

---

**Lower Campus School Begins:** 8:10 a.m.

**Upper Campus School Begins:** 8:00 a.m.

**Lower Campus Dismissal:** 2:35 p.m.

**Upper Campus Dismissal:** 3:10 p.m.

# Complete List of Policies

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For The GLOBE Academy's complete list of policies, please see the [Bylaws](#) and [Policy and Procedure Guide\\*](#) on the GLOBE website.

*\*All policies and procedures will be posted online Fall 2017.*

## Charter Information

---

Georgia law grants groups the right (or “charter”) to start new public schools that report to the local school district and to their own independent governing boards. By freeing charter schools from many of the constraints of traditional public schools, charter school law in Georgia intends for charter schools to “increase student achievement through academic and organizational innovation.” Charter schools are public schools funded through state and local sources. The current GLOBE charter agreement runs from May 1, 2013 through June 30, 2018. Please visit [the GLOBE website](#) to view the complete charter agreement.

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# Calendar

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The GLOBE Academy follows the DeKalb County Schools calendar with a few exceptions. Please refer to [the GLOBE website](#) for changes or updates in the school calendar.

## Drop-off, Dismissal, and Pick-up

---

Please adhere to the following procedures in order to help drop-off and pick-up run efficiently.

### Morning Drop-Off Protocols

#### Lower Campus

**Morning drop-off at LOWER CAMPUS (LC) occurs from 7:30 a.m. to 8:10 a.m. at the main entrance.**

For morning drop-off, please do not use Heritage Drive from the Briarcliff side (east of GLOBE). Instead, approach the school as follows:

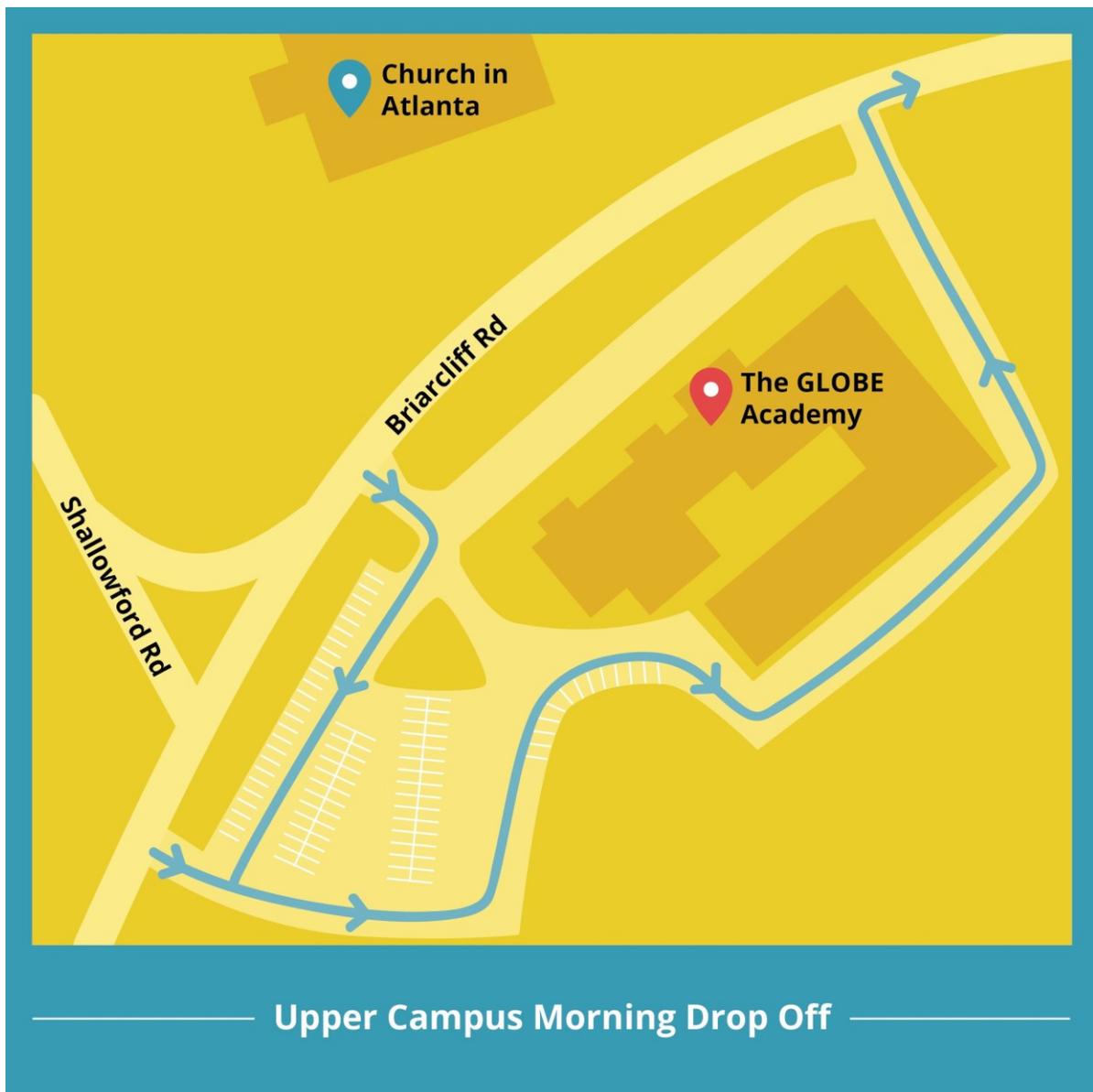
- ▮ From south of GLOBE, use Fisher Trail/Meadowvale Drive, which becomes Heritage Drive.
- ▮ From north of GLOBE, use Briarwillow or Oakawana to Heritage Drive.
- ▮ Drop-off will close at 8:10 a.m. After 8:10 a.m., parents must enter the school to sign students in at the office as tardy. See [Attendance](#) section for more information.



## Upper Campus

**Morning drop-off for UPPER CAMPUS (UC) occurs from 7:30 a.m. to 8:00 a.m. at the gym entrance.**

- Enter the lot at either the middle or far right driveway.
- Turn to the RIGHT to go around the parking lot and then along the back of the building.
- Pull forward to the sidewalk by the gym door.
- Turn RIGHT to exit the driveway and turn RIGHT on Briarcliff Road. No LEFT turns permitted onto Briarcliff.



## Afternoon Pick-Up Protocols

- Early release/pick-up ends at 2:10 p.m. at LC and 2:45 p.m. at UC. If a child is being picked up before normal school dismissal, he/she must be picked up before 2:10 p.m. at LC and 2:45 p.m. at UC; after this time parents are asked to wait until normal dismissal time to pick children up.
- ALL GLOBE families (walkers, drivers, Extended Care Program (ECP), and Enrichment) will be assigned a pick-up number and a zone.
- Each family will be issued a formal GLOBE Academy Car Tag, which is REQUIRED to pick up their child at ALL times whether the child is a walker, takes a bus, or stays after school for ECP/Enrichment.
- If caretaker/family/bus does not have a GLOBE Academy Car Tag, he/she will be required to park and enter the main office to show identification. If the person's name is listed as being allowed to pick up the child, a sticker will be issued to show the staff that the student can be released.
- If the child is riding home with someone for the day, the office staff AND his/her teacher and front office must be notified by 2:00 p.m. that day. The family picking up the child MUST have the child's pick-up number. (Please note: A GLOBE Academy Car Tag for a special one-time pick-up is not required as long as there is written permission.)
- If the child is not staying for ECP/Enrichment on a particular day and will be dismissed to their assigned Zone, his/her teacher and front office must be notified by 2:00 p.m. that day.
- Should a parent/guardian forget to call for any of the above special arrangements prior to 2:00 p.m., they MUST park their car and come to the front office to be cleared for pick-up.

## General Parking Protocols

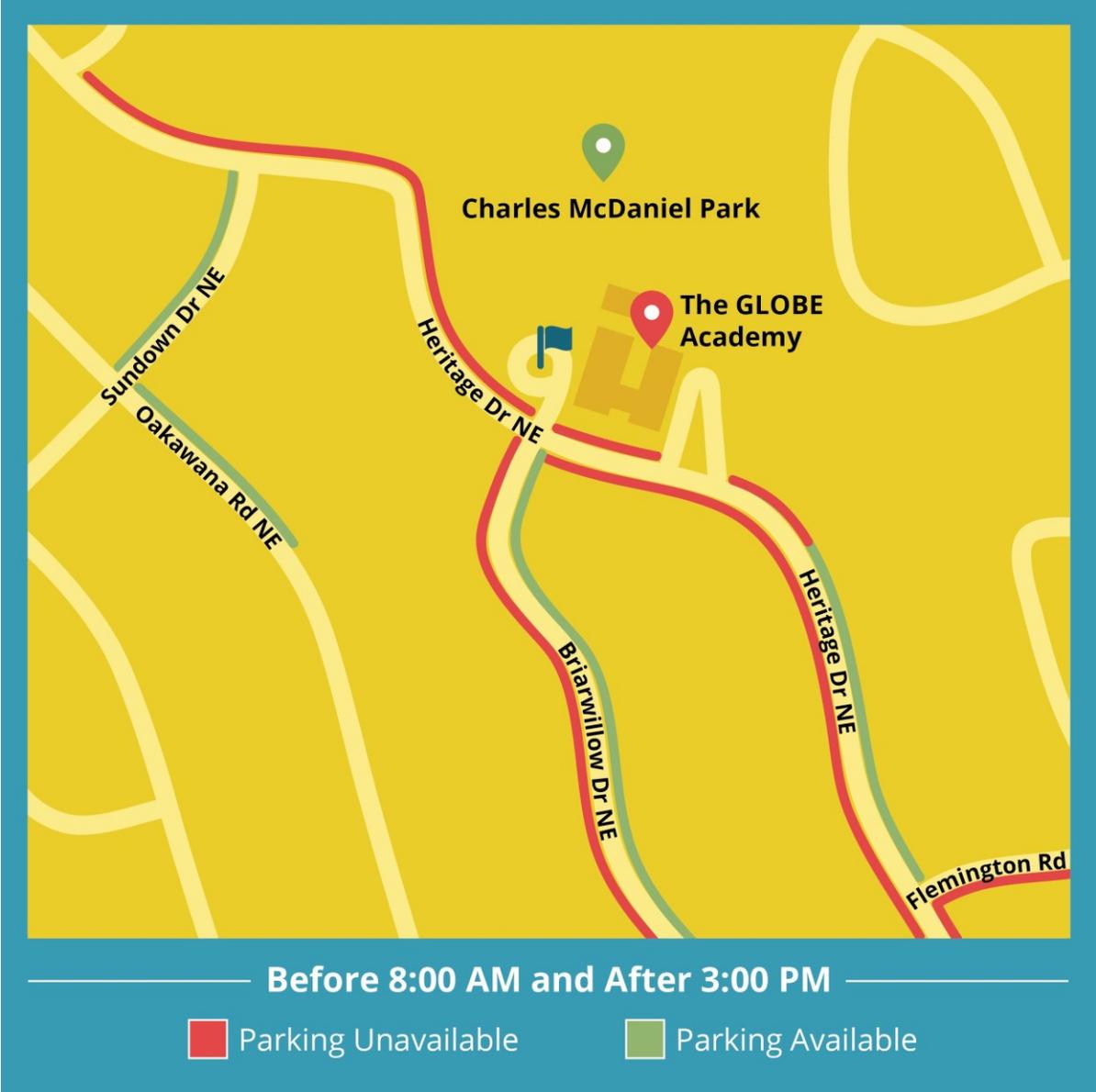
There is NO PARKING in the following locations:

- On Heritage Drive, Briarwillow Drive, or Flagpole Roundabout from 2:00 p.m. to 3:10 p.m.
- Directly in front of the school on Heritage Drive
- In fire lanes in main parking lot

- In a “No Parking” zone
- In front of driveways
- Blocking mailboxes

If a parent/guardian is parking as a walker prior to 3:00 p.m., please park along Fisher Trail/Meadowvale Drive inside of Charles McDaniel Park or anywhere beginning at the corner of Sundown Drive and Meadowvale Drive in the direction of Fisher Trail.





## Lower Campus Pick-Up Zones

For all carpools with a Kindergarten student:

### **Zone A (Blue) Heritage – Pick-up takes place at the main entrance.**

- | ALL families must enter AND exit via Heritage Drive.
- | Turn right into the main entrance parking lot and exit by turning LEFT ONLY onto Heritage Drive.
- | Drivers will wait at entrance to main parking lot until cued by staff to move into the parking lot.
- | Zone A (Blue) walkers will pick up their child(ren) at the side entrance/upper set of doors on Heritage Drive.

For all carpools with Grade 1–3 students (no Kindergarteners):

### **Zone B (Green) – Pick-up takes place at the flagpole lot.**

- | ALL families must enter AND exit from the direction of the park. Turn left into the flagpole parking lot and turn RIGHT ONLY to exit in the direction of the park.
- | Drivers will wait at the corner of Heritage and Briarwillow until cued by staff to move.
- | Zone B (Green) walkers will pick up their child(ren) at the lower set of side doors on Heritage Drive.



- Pay attention to cones and staff members who will line up the cars in the main lot.
- At 3:10, the carpool line will proceed around the back of the building.
- The carpool line will form in single file at the gym entrance.
- Once loaded, cars will be dismissed to exit in groups of six.
- Parents should remain in line until their car is dismissed.
- Due to the large number of students at UC, GLOBE requests that all car riders be dismissed through the carpool line. There is not space in the parking lot for parents to “park and walk.”
- Walkers are dismissed from the gym at 3:15 p.m. and walked to the crosswalk at Briarcliff and Shallowford. Parents wishing for their children to be walkers should complete a walking release each school year.



## Neighborhood Courtesy

Please respect GLOBE's neighbors in the community by obeying all speed and parking regulations and by not blocking driveways or mailboxes.

## Dismissal

Any change from a student's normal pickup routine **MUST** be reported in writing to the office **AND** the classroom teacher in advance. Written permission from the parent/guardian must be provided if a student is to leave school with anyone who is not the student's parent or legal guardian. Picture identification may be required for verification before the student is released. See [Afternoon Pick-up Protocols](#) for more specific information.

# Communication

---

The most critical way parents and families can and should be involved in their students' school experience is through staying informed about school activities. Please read all correspondence sent from the school—whether via the student, through the mail, or electronically.

Each week, a Weekly Reminders message goes out via email to the entire school community with important news and information. It is also posted on the school's parent portal at [www.theglobeacademy.org](http://www.theglobeacademy.org). If anyone is not receiving these emails, please contact [frontoffice@theglobeacademy.net](mailto:frontoffice@theglobeacademy.net) to make sure the office has updated contact information.

Additionally, parents will receive weekly classroom newsletters outlining the details of what is coming for the following week and important reminders and information.

For staff contact information, visit [www.theglobeacademy.org](http://www.theglobeacademy.org). Please note that correspondence may not be immediate and it may take up to 24 hours to receive a response. Should the matter be urgent, please call the school's front desk or email [frontoffice@theglobeacademy.net](mailto:frontoffice@theglobeacademy.net).

An appointment at the Lower Campus can be scheduled by emailing Jen Millarker at [jmillarker@theglobeacademy.net](mailto:jmillarker@theglobeacademy.net).

An appointment at the Upper Campus can be scheduled by emailing Pat Ferguson at [pferguson@theglobeacademy.net](mailto:pferguson@theglobeacademy.net).

Please join "Remind," a texting service for very important reminders and/or emergencies. To join, send a text message to 81010 with the message "@globers". That's it, sign-up is complete!

## Student Directory

A Student Directory will be issued during the first semester of the school year. Parents have the option during registration to have the directory include their child's name, address, and telephone number. Use of the directory for mailing lists and non-personal or business use is prohibited.

## Telephone Use

Students may only use the school phones in case of an emergency and only with permission of faculty and staff. Parents/guardians should not call school during the day with messages for students unless it is an emergency. Please see [Student Electronics](#) for information on student cell phone use.

## Visiting

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At both campuses, all visitors and parents must enter through the main doors and are required to sign in at the school front office and wear a visitor's tag, which must be worn while on school grounds. Parents are welcome to come and eat lunch with their child. However, parents and other visitors may not visit the classroom without an appointment or a volunteer task. If a parent/guardian needs to speak to a teacher or Head of School regarding his/her child, please call the school, email, or send a note to the teacher or the front office asking for a conference. Parents may escort children to the classroom on the first day of school only.

## Pets

We ask that all families please leave pets at home. Pets are not permitted anywhere on either campus unless they are service pets.

## Parent/Teacher Conferences

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Conferences take place following the distribution of standards-based progress reports in October and March and are an opportunity to discuss student progress. All parents are asked to have a conference during first semester. During second semester, parents will be contacted to schedule a conference if their student is not meeting standards or if there are other issues to address. Therefore not all parents will be invited to have a March conference. However, parents may request a conference with their child's teacher at any time by contacting the teacher via email or phone to schedule a mutually agreeable time.

## Inclement Weather

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When severe weather creates hazardous conditions, the regular school schedule may be suspended to ensure the safety of students and staff.

If a potentially hazardous event occurs prior to the beginning of the school day, parents are asked to listen to radio or television broadcasts or to check the Internet (local news networks, school webpage, social media, etc.) for further information. GLOBE follows DeKalb county decisions on weather emergencies. If emergency early dismissal is necessary, the school will contact parents with dismissal instructions.

### Text Message Notification Service

The GLOBE Academy has also set up a texting service. The school is able to text critical and emergency messages to the parents who are enrolled. Parents may enroll each cell phone by:

- **Text:** 81010
- **Message:** @globers

Once this is done, no other action is required and enrollment in the text service is complete.

# Illness, Injury, Health, and Wellness

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## Sick Policy

When a child becomes ill at school, The GLOBE Academy contacts the parents immediately so that the child can be picked up within one hour. This ensures prompt medical attention, when necessary, and minimizes the spread of infection and communicable diseases. If the illness is contagious, a doctor's note is required before the student is allowed to return to school.

Please keep contact information updated on school records to include current phone numbers for home, work, cell, or a nearby friend or relative. The child may return to school 24 hours after his/her symptoms have subsided without the use of fever-reducing medication.

To prevent the spread of illness, please keep children at home if any of the following symptoms are present:

- Fever – 100.4°F or greater.
- Vomiting – two or more occasions within the past 24 hours.
- Diarrhea – three or more watery stools, or any bloody stool, within the past 24 hours.
- Rashes – especially with fever or itching.
- Eye discharge or conjunctivitis (pinkeye) – eye is not clear or 24 hours has not passed since antibiotic treatment began.
- Change in behavior – child expresses not feeling well and/or is not able to keep up with program activities.
- Head Lice – no nits (eggs) are present.

## Immunizations

The GLOBE Academy follows DeKalb county requirements for childhood vaccinations. Georgia law requires children attending daycare or school to be protected from certain vaccine-preventable diseases. The DeKalb County Board of Health offers vaccines to protect children and prepare them for school at clinics throughout the county. Georgia law states that parents who move to Georgia

from another state and enroll their child in a Georgia school for the first time must provide the child's daycare center or school with a Certificate of Immunization (Form #3231) within 30 days of enrollment. This certificate verifies that the child has received the immunizations recommended for his/her age.

Parents can obtain this certificate from the child's private physician or the DeKalb County Board of Health. Parents should bring a complete record of the child's immunizations in order to complete the certificate. For more details, call the DeKalb County Board of Health immunization information line at (404) 294-3762 or call a local health center.

## Medications at School

In order to ensure the health and safety of children requiring any medication during the school day, the following procedures must be followed:

- Physician's Request for Administration of Medication Form must be signed by the child's physician and parent/guardian. The medication form should be taken to the child's licensed prescriber (doctor, nurse practitioner) for completion and returned to the school nurse/admin. This order must be renewed as needed and at the beginning of each academic year. This form is necessary for all medications including over the counter and prescription.
- All medication must be brought to school by an adult in a pharmacy or manufacturer-labeled container that is properly labeled with the child's name.
- No student may carry either prescription or over-the-counter medication, including inhalers and EpiPens, at school without the permission of the GLOBE nurse/admin.
- Self-administration of inhalers and EpiPens are allowed when approved by the student's physician, parent(s)/guardian(s), and GLOBE office staff/nurse.

## Guidelines for Students with Life-Threatening Allergies

Allergic reactions can span a wide range of severity of symptoms. The most severe and potentially life threatening reaction is anaphylaxis. The GLOBE Academy cannot guarantee to provide an allergen-free environment for all students with

life-threatening allergies or prevent any harm to students in emergencies. The goal is to minimize the risk of exposure to food allergens that pose a threat to those students, educate the community, and maintain and regularly update a system-wide protocol for responding to their needs. A system-wide effort requires the cooperation of all groups of people within the system.

The goal of the The GLOBE Academy regarding life-threatening allergies is to engage in a system-wide effort to:

- Prevent any occurrence of life-threatening allergic reactions.
- Prepare for any allergic reactions.
- Respond appropriately to any allergy emergencies that arise.

The school nurse/administration, in conjunction with the student's parent(s)/guardian(s) and the primary care provider/allergist, will prepare an Allergy Action Plan/Individual Health Care Plan for any student with a life-threatening allergy.

The plans will be reviewed by the school nurse/admin, the student's parent(s)/guardian(s), and primary care provider and/or the student's allergist, and signed off by the child's physician indicating that he/she deems it to be adequate. Multiple copies of the Allergy Action Plan/Individual Health Care Plan will be kept at the school for quick access in the clinic, main office, the student's homeroom, and in the homeroom teacher's emergency binder/backpack.

EpiPens will be available in the nurse's office and those prescribed for individual students will be kept in that child's homeroom emergency backpack or, with permission, carried by the child at all times. Staff will be trained to identify and respond to reactions from life-threatening allergies, including the use of EpiPens. Any staff involved with students who have life-threatening allergies will be informed by the parents and provided information from the Allergy Action Plan of each of these students. School staff will take steps to ensure that these classrooms and instructional areas are as allergen-free as possible. During lunch, The GLOBE Academy will encourage "NO FOOD TRADING" and "NO UTENSIL SHARING" to minimize accidental exposure to allergens.

It is requested that each parent of a student with a life-threatening allergy inform the school nurse/administration of the child's allergies prior to the opening of school (or as soon as possible after a diagnosis). Parents must arrange to meet

with the school nurse/administration to develop an Allergy Action Plan/Individual Health Care Plan for the student and provide medical information from the child's treating physician as needed to write the plans.

In addition, parents should do the following:

- Provide the school nurse /administration with enough up-to-date emergency medications (including EpiPens), so they can be placed in all required locations for the current school year.
- Complete and submit all required medication forms.
- Provide a Medic ALERT ID for their child.
- Notify nurse/administration of upcoming field trip as soon as possible, and provide EpiPen to be taken on field trips.
- Encourage their child to wash hands before and after handling food.
- Teach their child to recognize the first symptoms of an allergic/anaphylactic reaction and to communicate clearly as soon as she/he feels a reaction is starting.
- Encourage their child NOT to share snacks, lunches, or drinks.
- Encourage their child to take as much responsibility as possible for his/her own safety.
- Help their child understand the seriousness of allergies and the potential consequences of children with allergies by being exposed to allergens.

## Healthy Snacks

Students are encouraged to bring healthy, non-sugary snacks with them to school daily to eat during times designated by the teacher. Because sugary snacks have been proven to negatively affect children's attention, mood, and ability to focus, GLOBE does not allow children to bring such snacks to school. Please see the student's teacher for more specific guidelines.

## Nut-Free School Policy

The GLOBE Academy is committed to offering safe educational environments for all students including students with food allergies. Food allergies can be life-

threatening. Cooperative efforts between students, parents, physicians, and school staff members can help minimize risks. Because GLOBE has a population of students who have life-threatening anaphylactic allergies to peanuts and tree nuts, all food products must not contain nuts. Students who have documented anaphylactic reactions to peanut butter and other nut related products can react not only by ingestion but also by contact with nuts. This means that just by touching a small amount of peanut or tree nuts, these children could suffer a severe or life-threatening anaphylactic reaction, possibly leading to death. This means that NO peanut butter or products including peanuts or tree nuts will be permitted at The GLOBE Academy during school hours and at any before/after school functions or field trips.

Additional guidelines are as follows:

- Do not send any nuts or foods containing peanuts or tree nuts to be eaten for lunch or as classroom snacks or treats.
- If a food containing peanut butter or nuts is brought in, the food will be Ziploc bagged, labeled with a reminder, and sent home with the child at the end of the day to enjoy outside of school.
- All food offered through school activities (including before care, aftercare, and enrichment) will not contain nuts. An ingredient label should be included, as many foods are processed in a facility that also produces nut products. This information is vital for nut-allergic individuals.
- Teachers will not be doing any classroom projects that involve nuts or nut shells.

## Food in the Classroom (including parties and celebrations)

Food can be an important part of the curriculum for learning about other cultures, the environment, and healthy lifestyles. If teachers include food as part of a lesson (e.g., planting vegetables and herbs in the school garden and then sampling the produce), they will work to avoid the known food allergies in the classroom and notify all parents of the lesson at least one week ahead of time. It is important for parents to alert teachers of allergies at the beginning of the school year.

## Birthday Parties

Teachers are encouraged to recognize student birthdays in a creative manner that is meaningful to the child but does not infringe upon instructional time. Parents may not send sugary snacks like cupcakes to school for birthday celebrations. Some teachers allow parents to bring in a healthy group snack (like fruit). Because of food allergies, some teachers request non-food celebrations like a pinata (with non-food prizes only), a special book, a favorite song, etc. Parents **MUST** work with the teacher ahead of time to discuss what the parent will bring and get it approved by the teacher.

## Schoolwide Celebrations

The GLOBE Academy hosts many school-wide celebrations involving food on evenings and weekends (summer picnic, fall festival, family potluck, etc). Both campuses continue to be nut-free campuses during these events, so please do not bring food containing peanuts or tree nuts.

## Hearing and Vision Screening

Periodically during the school year, students' hearing and vision will be tested by qualified professionals. If any screening indicates that further diagnosis is needed, parents/guardians will be advised immediately.

# Safety

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## Security and Emergency Procedures

During the school day, at both campuses, one front door will be the sole entrance for students and families. Visitors will need to ring the security buzzer to enter the school. All visitors must sign in and out.

Emergency exits have been identified for each room. Maps indicating these exits will be posted in the rooms. Regular emergency drills—including fire, tornado, and lockdown drills—will take place during the year at both campuses. All areas of GLOBE campuses are on an intercom system. Teachers are issued walkie-talkies for daily dismissal and emergencies.

## Searches by School Personnel

In accordance with state and federal law, should a school staff member have reasonable suspicion that a crime or violation of school rules has occurred, the school staff member has the authority to conduct an appropriate search.

Reasonable suspicion is defined to mean that the person initiating the search has a well-founded suspicion—based on objective facts that can be articulated—of either criminal activity or a violation of school rules. Reasonable suspicion is more than a mere hunch or supposition.

If reasonable suspicion exists, and if the school staff can justify the search at its inception, a reasonable search can be conducted to prove or disprove the stated suspicion.

Student lockers and desks may be searched by school administrators or staff who have a reasonable suspicion that the lockers or desks contain drugs, alcohol, material that violates school rules, stolen properties, weapons, items posing a danger to the health or safety of students and school employees, or evidence of a violation of school policy. In addition, the school authorizes the use of trained dogs to sniff lockers or other school property to assist in the detection of the presence of drugs, explosives, and other contraband. The school does not need reasonable suspicion to utilize drug sniffing dogs.

Students or student property may be searched based on reasonable suspicion of a violation of school rules, policy, or state law. The privacy and dignity of students shall be respected. Searches shall be carried out in the presence of adult witnesses, preferably both the individual conducting the search and the witness will be of the same gender as the student. Students may be asked to empty pockets, remove jackets, coats, shoes, and other articles of exterior clothing for examination if reasonable under the circumstances. No employee shall perform a strip search of any student.

Law enforcement officials shall be contacted if the search produces a controlled substance, drug paraphernalia, weapons, stolen goods, or evidence of a crime, in any case involving a violation of law when a student refuses to allow a search, or where the search cannot safely be conducted. Parents may also be contacted.

## Fundraising

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**Fact: The GLOBE Academy is a charter school and needs support.** Efforts to raise money for GLOBE provide much-needed funding as a supplement to state and county funding. GLOBE's fundraising efforts also allow GLOBE to enhance and extend student learning and contributes to a sense of community. Fundraising opportunities are ongoing throughout the school year and are led by the Board of Director's Development Committee and the PTCC, with a goal of 100% participation at any level. What GLOBE asks is that families give what they can with the understanding that their child's education is the best investment they will make. Visit the [GLOBE website under Support](#) for the various ways families can give to GLOBE.

# PTCC (Parent Teacher Community Council)

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The PTCC's vision is to be an engaged community that supports the learning environment and unique culture of GLOBE. Participation in the PTCC is open to any parent/guardian with children attending GLOBE, GLOBE faculty and staff, and members of the greater community who are supportive of the vision and mission of The GLOBE Academy. All are welcome and encouraged to get involved.

The PTCC is supported by a non-for-profit foundation and as such is entrusted with fundraising and event responsibilities on behalf of GLOBE. The PTCC leadership team consists of four officers ( two co-chairs, a secretary, and a treasurer), two representatives of each of the five Parent Action Committees (PACs), two teacher representatives, and two community stakeholders appointed by the Head of School. The PTCC is empowered to raise and spend raised funds for sustaining and improving GLOBE. The PTCC provides resources for improvements to GLOBE Academy including but not limited to, faculty, facilities, technology, teacher and program improvements. The PTCC aggregates reports of the activities and plans of each PAC and reports them to the Governing Board for appropriate evaluation and action. The PTCC is not empowered to enter The GLOBE Academy into contracts of any kind, represent GLOBE in any official communications through any media format, or make any substantive change to any school activity governed by The GLOBE Academy Charter. Please consult the [PTCC section of the GLOBE website](#) for more information.

## PAC (Parent Action Committees)

PACs are workgroups of the Parent Teacher Community Council (PTCC). PACs are narrowly-focused groups of parents charged with tackling specific challenges or planning specific aspects of GLOBE growth and development. PACs meet regularly and are open for any parent to join. PACs are dynamic and subject to change in response to changing conditions. Please consult the [PTCC section of the GLOBE website](#) for more information on joining a PAC.

# Volunteers

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Research has shown that children who see their parents and guardians engaged in their school perform better in school. This is why parent and family involvement is a critical element of The GLOBE Academy. Participation at every level is welcome.

Each family at GLOBE is requested to perform a minimum of 10 volunteer hours per year. This includes (but is not limited to) helping the teacher with class projects, chaperoning field trips, volunteering at school events, helping at school grounds workdays, serving on PTCC planning committees, and more. Many volunteer opportunities can be done from home, in the evenings, or on weekends. After a volunteer event, please log volunteer hours at [www.theglobeacademy.org/volunteer](http://www.theglobeacademy.org/volunteer). Families will receive an updated volunteer hours report at the end of each semester. Grandparents, nannies, etc. are welcome to participate and will count towards the family's 10 volunteer hours.

Georgia Law (O.C.G.A. 19-7-5 (b) (5)) now requires volunteers in schools (including field trips) to be mandated reporters of suspected child abuse. Language in the law specifically spells out the definition of child service organization personnel (those required to report child abuse/neglect) as "persons employed by or volunteering at a business or an organization, whether public, private, for-profit, not-for-profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children." O.C.G.A. 19-7-5 (b) (5). Georgia law requires all volunteers to complete a training session on being mandated reporters of suspected child abuse. To meet the requirements of the law, an online training course is offered at the following link: [Child Abuse and Neglect: Mandated Reporting Requirements for Employees, Volunteers, and Contractors of Georgia Public Schools](#).

This is a free training course which takes approximately one (1) hour. If there is no home access to a computer, one can be accessed at the school to complete the training. (Please note: If this course or a Darkness to Light Training course has been completed within the last two (2) years, this course is not required.)

Once the online course is completed, please sign The GLOBE Academy Volunteer Information Form and The GLOBE Academy Volunteer Certification Form certifying that the training has been completed and the parent's/guardian's obligations are understood. Both forms can be located on [GLOBE's website under For Parents → Volunteer](#).

# Grievances and Complaints

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## Grievance and Complaint Policy and Procedure

When any member of The GLOBE Academy community has a complaint or grievance, the Grievance and Complaint Policy and Procedures are to be followed in order to best resolve the conflict. The GLOBE community includes but is not limited to students, parents, or employees/independent contractors. Complaints or grievances could include a matter of school policy or procedure, concern over the actions of another community member, or a serious misunderstanding which develops between or among parties at The GLOBE Academy. The procedures are classified into two parts:

- PART ONE: Student/Parent/3rd Party Informal Complaints and Formal Grievance Procedures
- PART TWO: Employee (Certified and Uncertified) and Independent Contractor Grievance Procedure

A detailed description of The GLOBE Academy's Grievance and Complaint Policy and Procedures can be found [here](#).

## The Student Experience

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## Dual Language Immersion

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The GLOBE Academy is a dual-language immersion school which means that half of a student's instruction time is in English and half is in a foreign language. Children are assigned to a homeroom with other classmates and have a "partner" class. In Grades K-2, children spend half the school day in their English classroom with a teacher who speaks English and then switch with their partner class, spending the remainder of the day in their Language classroom with a teacher who speaks in another language. In Grades 3-5, children spend the entire day in English or the foreign language and switch every other day.

GLOBE offers three language tracks: French, Spanish, and Mandarin. Upon enrollment, a student is assigned to a language track and stays in that language track throughout their time at GLOBE. Families who speak the foreign language at home or children who have attended a language immersion preschool are considered heritage speakers and are given preference for that language.

In middle school, the dual-language immersion model ends. Students switch classes for all subjects, taking a high-level language course for high school credit. In 8th Grade students can take the AP course of their language and receive college credit.

In addition to learning another language, students are introduced to life in other countries through regular interaction with teachers, parents, and community members from other cultures, as well as school-wide cultural celebrations and service-learning projects.

# Constructivism

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Teaching and Learning practices at GLOBE are guided by a constructivist theory of learning that places students at the center of their learning in a hands-on way. Students are active participants in their learning experiences which guide them toward demonstration of mastery of higher-order concepts and skills. This approach does not rely on textbooks, worksheets, or ample homework; rather, it is driven by rich and engaging standards-driven projects and learning experiences that help students demonstrate understanding and develop meaningful skills. Constructivist Theory is grounded in the work of developmental psychologist Jean Piaget and requires a student-centered approach to teaching and learning. According to Black and Ammon (1992), constructivism in the educational area is “more concerned with understandings achieved through relevant experience than with accumulated facts received from others.” Thus, students learn by engaging in their environment and with adults and peers. Instructional activities are relevant and varied, encouraging active participation as teachers serve primarily as facilitators and conduct questioning sessions to encourage student inquiry, elicit student responses, and probe for deeper understanding.

One way to understand constructivism is to distinguish it from a traditional learning environment, in which students are considered receptacles of information. In such settings, teachers are the keepers and disseminators of information. Teachers in constructivist settings present children with tools for inquiry, and teach them to link their individual interests and affinities to learning. This allows children to construct their own knowledge base. GLOBE believes that this is the proper foundation for lifelong learning. The faculty seek to encourage children to be curious, critical thinkers equipped to forward their learning within or outside of any structured learning environment.

## Workshop Model

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The GLOBE Academy uses best practices of the Reading and Writing Workshop developed by Lucy Calkins at Teachers College, Columbia University. GLOBE's students are involved in authentic reading and writing experiences that focus on the strengths and needs of each individual child.

Teachers use a "mini-lesson" to introduce new concepts in reading and writing skills. Students then work individually or in small groups on assignments specific to their reading and writing level. The act of reading independently and writing independently in the classroom is key to developing literacy skills. During work time, teachers work with students one-on-one or in small groups, guiding the work and providing feedback. Teachers closely monitor a student's individual progress in order to select books and assignments that are appropriate for his/her level.

Not only are students developing their reading and writing skills, but they are also actively engaged in the learning process and on their way to becoming lifelong readers and writers.

# Homework and Grading

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GLOBE does not use numbers, ranks, or traditional A–F grades for grades K through 5. Rather, student academic performance is documented in relation to a student’s progress towards the standards for each performance area at each grade level. As students transition to middle school (grades 6–8), standards-based assessments are concurrently scored with letter grades. This allows grades to be entered into the county grade recording system, Infinite Campus\*, in preparation for high school. Detailed information regarding the breakout of GLOBE’s grading system is communicated to families prior to the first reporting period.

Four times a year, in October, December, March, and May, students and families in all grades receive standards-based reports. The standards-based reports provide academic and related information on a student so that support and attention may be enhanced, maintained, or altered to help the student achieve maximum growth and learning. These reports provide a detailed picture of a student’s performance in each subject area or class by featuring a narrative that describes the student’s skills and habits relative to class and/or the Common Core Georgia Performance Standards (CCGPS) for the course. Reports sent home in October and March are progress reports, while those sent in December and May reflect the entire semester.

*\*Please contact the Admissions Director, Susan Mellage, at [smellage@theglobeacademy.net](mailto:smellage@theglobeacademy.net) for information on how to access Infinite Campus.*

## Standards-Based Grading System

Standards-based assessment provides an accurate snapshot of student abilities based on the standards for which they are accountable at a specific grade level. As such, the following scale is utilized to identify a student’s progress towards a standard:

- 4 – Has demonstrated advanced, in-depth understanding of the standard**
  - (I know it even better than my teacher taught it.)
- 3 – Has demonstrated a complete understanding of the target learning goal**
  - (I know it just the way my teacher taught it.)

- ▮ **2 – Has demonstrated a simple understanding of the target learning goal**
  - ▮ (I know some of the simpler stuff but can't do the harder parts.)
- ▮ **1 – Is able to partially demonstrate understanding with assistance**
  - ▮ (With some help, I can do it.)
- ▮ **0 – Is not successful with the learning goal, even with assistance**
  - ▮ (Even with help, I can't do it.)

In order to report grades to the school district and for traditional transcript purposes, the school reports pass or fail to the district and state.

## Grade Level Retention

The purpose of promotions and retentions is to provide maximum consideration for the long-range welfare of the student and to provide an opportunity for each student to progress through school according to his/her own needs and abilities.

It is expected that most students will be promoted annually from one grade level to another upon completion of satisfactory work; however, a student may be retained when his/her standards of achievement or social, emotional, mental, or physical development would not allow satisfactory progress in the next higher grade. Retention normally occurs before the student leaves the primary grades.

Parents/guardians who wish to appeal the decision for retention must first contact the Head of School. If parents/guardians do not accept the decision of the HOS, an appeal may be made in writing to the Board. All appeals must be requested within two (2) weeks after the close of school.

## Uniforms and Dress Code

Students at The GLOBE Academy are required to wear uniforms. School uniforms provide a sense of community and help ensure safety by making it easier for faculty and staff to identify students. GLOBE's uniform policy does not require uniforms to be purchased from a particular vendor. Please note the uniform policy does shift as students move to upper grades. Students in middle school are at an age when self-esteem and body image become a concern. The additional options (jeans) allow students more comfort in selecting clothes for school that help them feel good about themselves while providing additional autonomy.

Any item worn in the building during the school day must comply with the uniform policy. \*\*\*A student arriving at school out of dress code will be held in the school office until appropriate clothing is brought to school for him/her. All clothing items must be solid color and plain—no wording, designs, stripes, or patterns. Logos may be no larger than 2” x 2”.

	Acceptable Colors	Acceptable Styles
Tops	Navy White Light Blue Spirit Wear – Fridays only	Short- or long-sleeved polo shirts  If a child is cold and requires an extra layer in class, that garment must be solid navy, white, or light blue as well.
Bottoms	Navy Khaki Light Blue – dresses only Blue Jeans  <ul style="list-style-type: none"> <li>▪ K–5: Fridays only; <u>must</u> be paired with spirit wear top</li> <li>▪ 6–8: May be worn Monday–Friday; jeans may not have lace, rivets, patches, or other adornments, and may not be torn or ripped.</li> </ul>	Jumper or collared knit dresses* Shorts* Pants Skirts/skorts*  Jeggings/leggings may not be worn as pants.  *Shorts, skirts, and dresses must be no shorter than the longest fingertip when student’s arms are fully extended at the sides of the body.

	Acceptable Colors	Acceptable Styles
		Avoid excessively tight or baggy pants.
Hosiery	Navy White Black	Tube or knee socks Tights Leggings (as under layer)
Shoes	Shoes must be primarily: <ul style="list-style-type: none"> <li>▪ White</li> <li>▪ Black</li> <li>▪ Gray</li> <li>▪ Brown</li> <li>▪ Or Navy</li> </ul> Non-marking soles	Canvas or leather tennis shoes (preferred) Saddle shoes Boat shoes/Merrill-type Mocs Mary Janes Boots (winter) Backless shoes (clogs, Birkenstocks, Crocs, etc.), beach shoes, flip-flops, sports sandals, Heelys, and light-up shoes are not permitted.
Accessories		Small necklace Simplering Wristwatch Tiny, plain, non-dangling earrings (no larger than ear lobe, no hoops) No hats.

# Supplies

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Parents/guardians should refer to [GLOBE's website](#) or consult with their student's teacher to find information about school supplies for the student's class.

# Classroom and School Technology

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## Technology

Technology is used as a learning tool throughout The GLOBE Academy. Monitored computer access is available to students on a daily basis both in the library media centers, in labs, and in the classroom through laptops, tablets, and Smart Boards.

## Computers and Internet Acceptable Use Policy

By virtue of using a school computer, network, or online tool, the students and parents of The GLOBE Academy agree to abide by GLOBE's acceptable use policy.

### Acceptable Use Policy

GLOBE offers Internet access for student and staff use at school, and various online tools for staff, student, and parent use. This policy is the Acceptable Use Policy for use of online tools and Internet use at GLOBE. The Internet system and online tools have been established for a limited educational purpose to include classroom activities and limited high quality, self-discovery activities as well as research. It has not been established as a public access or public forum, and GLOBE has the right to place reasonable restrictions on the material students access or post, the training students need to have before they are allowed to use the system, and enforce all rules set forth in the school code and the laws of the state of Georgia. Further, students may not use this system for commercial purposes to offer, provide, or purchase products or services through the system or use the system for political lobbying. Access to the Internet is available through this school only with permission of the Head of School or his or her designee and the student's parents. This policy applies to the use of school equipment at school, or the use of services established or maintained by the school which may also be used off property.

The following uses of the organization's Internet are acknowledged:

### Personal Safety

- a. Students will not post contact information (e.g., address, phone number) about him- or herself or any other person.

- b. In general, students will not interact online with anyone they do not know personally. They will not agree to meet with someone they have met online without parents' approval. Any contact of this nature or the receipt of any message a student feels is inappropriate or makes him or her feel uncomfortable should be reported to school authorities immediately.

#### Illegal Activities

- a. Students will not attempt to gain unauthorized access to GLOBE's computer system or go beyond their authorized access by entering another person's account number or accessing another person's files.
- b. Students will not deliberately attempt to disrupt the computer system or destroy data by spreading computer viruses or by any other means.
- c. Students will not use GOBE's system to engage in any other disruptive or illegal act, such as cyberbullying, arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of a person, etc.

#### System Security

- a. Students are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use their accounts. Under no condition should students give their password to another person.
- b. Students will immediately notify a teacher or the system administrator if they have identified a possible security problem. They should not look for security problems; this may be construed as an illegal attempt to gain access.
- c. Students will avoid the inadvertent spread of computer viruses by following virus protection procedures when downloading software.

#### Inappropriate Language

On any and all uses of the Internet, whether in application to public or private messages or material posted on web pages, students will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language. Students will not post information that could cause danger or disruption or engage in personal attacks, including prejudicial or discriminatory attacks. Students will not harass another person by a persistent action that distresses or annoys another person, and they must stop if asked to do so.

### Respect for Privacy

1. Students will not repost a message that was sent to them privately without permission of the person who sent the message.
2. Students will not post private information about themselves or another person.

### Respecting Resource Limits

- a. Students will use the system only for educational and career development activities and limited, high quality, self-discovery activities.
- b. Students will not post chain letters or engage in “spamming” (that is, sending an annoying or unnecessary message to a large number of people).

### Plagiarism and Copyright Infringement

- a. Students will not plagiarize materials that they find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were yours.
- b. Students will respect the rights of copyright owners. Copyright infringement occurs when work that is protected by copyright is inappropriately reproduced. If a work contains language that specifies appropriate use of that work, students should follow the expressed requirements. If they are unsure whether or not they can use a work, they should request permission from the copyright owner. Direct any questions regarding copyright to a teacher.

### Inappropriate Access to Material

- a. Students will not use the organization’s computer system to access material that is profane or obscene (pornography) or that advocates illegal acts or violence or discrimination toward other people (hate literature). A special exception may be made for hate literature if the purpose of the access is to conduct research with both teacher and parent approval.
- b. If a student mistakenly accesses inappropriate information, they should immediately tell their teacher or another staff member. This will protect them against a claim of intentional violation of this policy.

- c. Parents should instruct their child(ren) if there is additional material they think would be inappropriate for him or her to access. The school fully expects that students will follow their parents' instruction in this matter.

### Students' Rights

- a. **Free Speech.** Students' right to free speech, as set forth in the school disciplinary code, applies also to their communication on the Internet. The Internet is considered a limited forum, similar to the school newspaper, and therefore the school may restrict students' rights to free speech for valid educational reasons. The school will not restrict rights to free speech on the basis of its disagreement with the opinions expressed.
- b. **Search and Seizure.** Students should expect no privacy of the contents of their personal files on the school system. Routine maintenance and monitoring of the system may lead to discovery that they have violated this policy, the school code, or the law. An individual search will be conducted if there is reasonable suspicion that a student has violated this acceptable use policy, the school disciplinary code, or the law.
- c. **Due Process.** The school will cooperate fully with local, state, or federal officials in any investigation related to illegal activities conducted through the organization's Internet system. In the event of a claim that a student has violated this policy, the school disciplinary code, or the law in a student's use of GLOBE's system, he or she will be given written notice of suspected violations and an opportunity to present an explanation according to school code and/or state and federal law. Additional restrictions may be placed on his or her use of their Internet account.

### Other Acknowledgments

The school makes no guarantee that the functions or the services provided by or through the system will be error-free or without defect. The organization will not be responsible for any damage a student may suffer including, but not limited to, loss of data or interruptions of service. The school is not responsible for the accuracy or quality of the information obtained through or stored on the system. The school will not be responsible for financial obligations arising from unauthorized use of the system.

Anyone caught breaking these rules will be subjected to disciplinary procedures depending upon the severity of the infraction. Additionally, any student caught

intentionally damaging or vandalizing a school computer may be disallowed from utilizing computer resources. Any such act may result in partial or full restitution being required by the student and/or family.

## Nutrition Program

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School lunch can be ordered and pre-paid through The GLOBE Academy's selected vendor, Wholesome Tummies. Parents/guardians must sign up via the [Wholesome Tummies website](#) for a school lunch account to order lunches.

Families may also choose to pack a lunch for their child. Please refer to the Nut-Free Policy listed in the [Illness, Injury, Health, and Wellness](#) section for more information regarding food items that are not allowed at GLOBE if packing a lunch from home.

Free and reduced lunches are available. Free and reduced lunch applications will be made available to all students before the first day of school. All families are expected to complete and return the forms regardless of eligibility for the program. All families that complete the application will earn 1 volunteer hour.

If a parent/guardian would like to eat lunch with their child, please sign in at the front desk and receive a visitor's badge at the child's designated lunchtime. In order to encourage healthy eating, parent(s)/guardian(s) should not bring in fast-food items for their child to eat during school lunch.

# Special Classroom Events

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## Movies in the Classroom

The organization emphasizes the use of engaging the multiple intelligences of students, and as such will use various media to educate students. Teachers are welcome to occasionally use videos in the classroom and at school sponsored events, providing that the following policies are adhered to:

### Copyright

Teachers are required to follow the legal copyright requirements of videos and media within the classroom.

### Elementary Students

Elementary students may be shown “G” rated movies without parental permission. Movies which are “PG” require that the teacher notify parents at least one week in advance using the school’s online communication system, giving parents the option to opt their students out of watching the video.

### Middle School Students

Students in grades six through eight may be shown “G” or “PG” rated movies without parental permission. Movies rated “PG-13” require that the teacher notify parents at least one week in advance using the school’s online communication system, giving parents the option to opt their students out of watching the video.

### “R” Rated Movies

No “R” rated movies may be shown to students during school events.

## After School and Enrichment

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The GLOBE Academy's Extended Care Program (ECP) is comprised of 3 programs: Before Care Program (BCP), Aftercare Program (ACP), and Enrichment Program. GLOBE's goal is to offer a balanced program that provides mental, emotional, and physical enrichment opportunities for the GLOBE family. For detailed information on the Extended Care Program, please visit the [GLOBE website](#).

### Before Care Program: 7:00 a.m.–7:30 a.m.

This program is designed to help families who need an earlier drop-off time.

### Extended Care Program: Dismissal–6:00 p.m.

The GLOBE's ECP is designed to provide students a comfortable and safe environment to grow and play. GLOBE's ratio is up to 14:1 but is often less. GLOBE's goal is to have a special art project, a unique service project, and a special guest/activity every month. Staff will work with the children on special activities as well as daily homework. Parents/guardians are invited to come and see the ECP program at any time.

### Enrichment Programs

Enrichment programs are offered to currently enrolled GLOBE students in 6–8 week-long sessions. Vendors from the community provide exciting, educational, and fun options for enrichment at both GLOBE campuses.

## Activities and Field Trips

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Classes will participate in field trips throughout the year. Parents will be notified of each trip in advance and permission slips will be sent home with students. Costs may be associated with some trips. Many field trips have a fee either for the event the students are attending, for transportation, or both. It is GLOBE's policy that any student with a financial need should not have a barrier to attending school sponsored activities. If assistance is needed with any fees, please contact the Head of School or assistant Head of School.

**Behavioral Exclusion for Field Trips:** Field trips can be a valuable learning opportunity for students; however, behavioral expectations are even more important when students are taken off campus. As a result, if a child has demonstrated an inability to control their behavior in school, extra steps may need to be taken to ensure the student has a successful experience.

- a. The school reserves the right to require parents or guardians of some students to attend the field trip to provide supervision for their child. In such cases, if a parent is unable to attend, the student will be required to remain at school.
- b. If a student has received a referral or has demonstrated unsafe behavior, the student's parent or guardian may be required to attend as a chaperone.
- c. End of the year class field trips are reserved for students who show responsibility during the school year and meet school expectations.

**Student Counts:** Before transporting students to or from any field trip, the teacher and at least one other adult will do a complete roll call to ensure all

students are accounted for. At any given time each staff member and chaperone should know the number of students they are currently responsible for.

**Financial Limitations:** Students cannot be excluded from a field trip based on the inability to pay the accompanying fee. If a family is facing financial difficulties and unable to pay the accompanying fee, the student's parent or guardian must contact the Head of School (or designee) prior to the date the field trip permission slip is due back to school to make alternative arrangements.

## Student Electronics

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Students may have in their possession a personal cell phone for emergency use only. The phone must be turned completely off and kept out of sight during school hours. Parents/guardians needing to contact a student at school should not call or send text messages to the student's cell phone. Any infraction will result in confiscation and the phone returned to parents/guardians. Repeated violations of this policy may result in disciplinary action. The school is not responsible for student cell phones which may be lost or stolen.

Students should not bring their own personal electronic devices to school except when permission has been given by a teacher for particular projects. Any such devices used during the school day will be confiscated and returned to the parents.

## Lost and Found

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We strongly urge parents/guardians to label all personal possessions with their child's name. Clothing or items lost at school are taken to the school lost-and-found until claimed. All unclaimed articles will be donated to a charitable organization at the end of each semester. The GLOBE Academy will not be held liable for loss or damage of any property belonging to the student.

GLOBE has a partnership with Mabel's Labels. Visit [Mabel's Labels fundraising site](#) to learn more.

## Discipline

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The GLOBE Academy staff takes a positive approach to discipline that promotes teaching students to be good choice makers. This approach helps children develop the intrinsic decision-making skills that will keep them safe, happy, and successful in their life endeavors. We apply this approach through the following strategies and tactics:

- | Constructing a positive, mutually supportive classroom culture
- | Positive reinforcement of healthy class norms
- | Specific and authentic encouragement
- | Natural consequences to unacceptable behavior
- | Individual discipline plans for those students who need a little more structure

**GLOBE also follows the DeKalb County School's Code of Conduct which can be found on the [GLOBE website](#).**

### Maintaining School Property

Students are expected to assist in maintaining cleanliness in the classroom, lunchroom, corridors, restrooms, and outside grounds and to exercise proper care in the use of school furniture and equipment. Students will be expected to make financial restitution for the deliberate damage of school property.

## Support and Assessment

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For students with identified learning disabilities, the special education program at GLOBE works with students and families to meet students' individual needs by accommodating and/or modifying curriculum, instruction, and/or assessment through an Individualized Education Plan (IEP). A Lead Teacher for Special Education (LTSE) works with a team of special education teachers to oversee the services provided to students with IEPs so that students make progress towards their goals. Through the immersion model, students with identified disabilities are included in classes with their peers, with classroom teachers working in consultation with special education teachers and/or with students working directly with special education teachers. A broad spectrum of special education services are made available to support the specific learning needs of students with IEPs, however, there are instances when, based on the needs of the student, a more appropriate placement for a student may be at either the student's zoned school or at a DeKalb County School District (DCSD) school with programs designed to meet the needs of students with certain types of disabilities. Parents of students with special needs should speak with the school's administration to discuss the language immersion program and how their student might best be served.

The GLOBE Academy has been assigned a consultative school psychologist who will facilitate any evaluation of students who have been referred for special education services. GLOBE staff includes a school counselor to work with students both in one-on-one and group settings to address social and emotional issues. Parents/guardians of students will be notified of consultations.

# Enrollment and Attendance

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## Enrollment and Attendance Zones

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The GLOBE Academy will accept applications for Kindergarten, 1st grade, and 6th grade. Due to the rigorous nature of the language immersion program, applications for 2nd, 3rd, 4th, 5th, and 7th grade, including sibling applications, will not be accepted.

The attendance zone for eligible applicants is any residence within the DeKalb County School District as determined by DeKalb County School District (DCSD). Class size is at the discretion of the Head of School, with Board approval, as long as within legal limits.

## Proof of Residency

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Proof of Residency can include any one of the following:

- Signed copy of lease or rental agreement
- Signed copy of deed
- Current mortgage statement (no more than 30 days old)
- Current utility bill (Gas, water, or electric only. No more than 30 days old. Phone or cable bills cannot be accepted.)

If the parent(s) is not the property owner/lessee, but parent(s) and student reside with a relative or other person who is a property owner/lessee within the DeKalb County School District, an Affidavit of Residency must be completed as required, notarized, and submitted with the application and all other supporting documentation. The parent AND the owner/lessee of the residence must BOTH be present to submit the lottery application during Open Enrollment.

If a parent/guardian prefers not to submit their child's Social Security card or if the child does not have one, they can submit a SSN waiver. Please note that the child will not be eligible for the Hope Scholarship if a Social Security number is not provided to DeKalb County Schools by 12th grade.

## Lottery

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If the number of timely applicants received by The GLOBE Academy exceeds the capacity of a program, class, grade level, or building, The GLOBE Academy shall ensure that such applicants have an equal chance of being admitted through a random-selection lottery. The lottery will be open to the public and advertised in advance. A nonbiased third party will witness and certify the validity of the lottery.

A detailed description of The GLOBE Academy lottery policy and procedures can be found on the GLOBE website under [Admissions](#).

# Attendance

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Attending school and being on time are critical to the children's success.

Student attendance rates impact the school's College and Career Readiness Performance Index (CCRPI) as well as other accountability reports. Further, several goals in the school's charter relate to student absences (excused and unexcused). Punctual and regular attendance is important and expected. Regular attendance in school is the joint responsibility of the student and his/her parent(s) or guardian(s). GLOBE's responsibility is to provide each student with quality instruction and inform parents if their child is absent from school.

If a student must be absent, his/her parent(s) MUST notify the school's front office prior to 7:45 a.m. on the day of the absence.

Students of school age have a right to a free public school education; they have a responsibility to attend school. Regular attendance is essential if students are to benefit fully from the educational opportunities provided for them. Unless excused by the Head of School, students are expected to be in school on time every day. The State Legislature has recognized the importance of regular attendance by enacting a compulsory attendance law for students under the age of 16.

This law requires parents or guardians to see that their children attend school, and it provides penalties for failure to do so. Penalties are also given to anyone, including other students, who encourages or induces students to be absent or who employs or harbors a student who should be in school.

The GLOBE Academy student is expected to attend school regularly and arrive on time. In the event that these conditions are not met, he/she will be withdrawn from GLOBE. School attendance is taken and reviewed daily.

## Absences

If a student is going to be absent due to illness or an unexpected situation, the parent/guardian should email Lower Campus at [jmillarker@theglobeacademy.net](mailto:jmillarker@theglobeacademy.net) or Upper Campus at [pferguson@theglobeacademy.net](mailto:pferguson@theglobeacademy.net).

Upon returning to school the student should bring a note explaining the absence. As well, if a student is going to be absent for medical appointments or family-

related reasons, the main office should be notified prior to the absence and any prolonged absences should be communicated to office staff and/or the student’s classroom teacher.

## Late Arrival

A student is tardy when he/she arrives to school after the beginning of the official school day or is not in the assigned class at the official beginning of the class period. Repeated or habitual tardiness is an undesirable habit and is also disruptive to the orderly instructional process.

Students who arrive to Lower Campus after 8:10 a.m. or Upper Campus after 8:00 a.m. must be signed in by their parent or guardian. The office assistant will issue a late pass to students who arrive late.

## Truant

Any child subject to compulsory attendance who during the school calendar year has more than five days of unexcused absences will be considered truant. Truancy is a serious offense that requires stern corrective action on the part of the school and the parents.

The following chart applies to all *unexcused* tardies.

Number of Unexcused Tardies	Consequences Per Occurrence
5	Parent and student receive an email reminder from the school.
6–9	Parents will receive a call from the school counselor.
10–14	Parent/counselor conference required. Attendance contract developed and signed.
15	Contact with social worker.
16	Withdrawal from The GLOBE Academy.

The following chart applies to all *unexcused* absences.

Number of Unexcused Absences	Consequences Per Occurrence
3-5	School notifies the parent of absence and refers parent to the counselor who will then meet with parent for the purposes of discussing the reasons for absences and signing an attendance contract.
6-7	Letter sent to parent/guardian informing him/her of the student's absences and the administrative and legal consequences of continued absence from school.
8-9	Counselor will make a referral to the school social worker to conference with the parent/guardian for assessment and/or possible referral to Juvenile Court, Solicitor-General's Office, DFCS, or other agency.
10	Withdrawal from The GLOBE Academy.

## Early Checking Out

Any child who must leave school prior to regular dismissal time **MUST** check out with the main office staff. Parents/guardians or authorized caregivers must come in person to the main office to check the child out. Parents/guardians, or authorized caregivers, must arrive before 2:00 p.m. at LC and 2:45 p.m. at UC to check children out early.

**Please note:** Parents should notify the front office if an authorized caregiver is going to pick a child up for early dismissal by providing the authorized caregiver's name, phone number, and the approximate time to expect their arrival. Authorized caregivers who arrive to pick up children for early dismissal must show a photo I.D. to be copied by an office staff person.

## Withdrawal From School

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In the event that a student needs to withdraw from school, an email should be sent to Susan Mellage, Admissions Director at [sjmellage@theglobeacademy.net](mailto:sjmellage@theglobeacademy.net) several days before withdrawal, stating the date of the child's last day in school, new address, and new school. This will allow the office to prepare the necessary forms, so the child's records can be sent to the new school. Make sure all school-issued supplies are returned before the child withdraws.

Additionally, The GLOBE Academy is authorized to withdraw a student who has missed more than 10 consecutive days of school due to unexcused absences or is no longer a resident of the local school system.

## Change in Student Information

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It is imperative that the school office be notified immediately if a family has a change in address, telephone numbers, or emergency information during the school year. Please email [registration@theglobeacademy.net](mailto:registration@theglobeacademy.net) with updates to this information.

## **EXHIBIT 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 included in another response, please indicate that.

# The GLOBE Academy

## GRIEVANCE & COMPLAINT POLICY & PROCEDURE

When any member of The GLOBE Academy community, including but not limited to, students, parents, or employees/independent contractors, *have* a complaint or grievance about a matter of school policy or procedure, concern *over* the actions of another community member, or a serious misunderstanding which develops between or among parties at The GLOBE Academy, the following procedures are to be followed in order to best resolve the conflict, and are classified into PART ONE, Student/Parent/3rd Party Informal Complaints and Formal Grievance Procedures, and PART TWO, Employee (Certified & Uncertified) and Independent Contractor Grievance Procedures:

**Note: Any health and/or safety issue may be taken directly to the Administrator.**

### PART ONE

#### STUDENT/PARENT/3RD PARTY

#### SECTION I

#### INFORMAL COMPLAINTS PROCEDURE

**Informal concerns are complaints that represent activities or behaviors reflecting a need for directed communication among the parties, but that do not represent allegations of significant breaches or violations of school policy or procedure, and do not represent public safety issues, or personal endangerment to others.**

1. If the complaint involves school personnel, the concerned party is to request a meeting with the school personnel to communicate and discuss their concerns. A scheduled appointment is necessary. The school personnel will schedule an appointment in a timely manner.
  - a. The meeting shall openly address the party's concern or complaint, but shall be conducted without resorting to personal affronts to any party. Any party who feels threatened, intimidated, or personally offended may terminate the meeting and pursue resolution through step 3.
  - b. The concerned party shall determine whether the meeting is to be documented by the taking of notes by the school personnel or by voice recording. In the event that note taking is selected as the means to document the meeting, the concerned party is to review, sign and date the writings, along with the school personnel, at the completion of the meeting. If the meeting is telephonic, the concerned party again may elect either written or recorded documentation of the meeting by the school personnel. In the event that written documentation is elected, the concerned party will review, sign and date the documentation at their earliest convenience.
  - c. Copies of written or recorded documentation will be made available to all parties involved.
  
2. In the *event* that the expressed concern is not resolved through step 1 the student, parents, or school personnel will schedule a meeting of all parties with the Administrator. The notes from the first meeting will be shared with the Administrator in advance of this meeting, and the meeting will be scheduled for the first available time convenient to all parties. The expressed purpose of this meeting is to bring about a resolution to the concern or complaint in a timely non-adversarial fashion. If the concern or complaint is not resolved, or in the event that the issues require further investigation or assessment, he/she may proceed to step 4.
  - a. Again, notes should be taken or voice recordings will accompany the meeting as set forth in step 1, with all parties present to review, sign and date any written documentation.
  - b. Copies of the written or recorded documentation will be made available to all parties involved.
  
3. If no resolution is reached in steps 1 and 3, the concerned party or the Administrator may request that the concern be placed on the next Governing Board agenda.

- a. In the *event* of a health or safety concern, the Administrator may request either a special or emergency Governing Board meeting, as appropriate.
- b. Matters of personnel performance or behavior shall be shared in closed session of the Governing Board with all parties present. Matters of school policy or procedures, or clarification of an issue, will be discussed in open Board session per the agenda.

## **SECTION II FORMAL GRIEVANCES PROCEDURE**

**Formal Grievances represent serious allegations of improper activities or behaviors reflecting a need for the timely and direct intervention of the site Administrator with all involved parties. Such grievances would likely involve, but would not be limited to, allegations of significant breaches or violations of school policy or procedure, and any actions or behaviors that may, in any way, create a condition of public safety concern, or the possibility of personal endangerment. Formal Grievances relate to matters of a serious nature, and the following process is to be reserved with such instances. The following is the procedure for addressing a Formal Grievance:**

1. A written grievance is to be filed with the site Administrator, by the concerned party. The Administrator shall attempt to informally resolve the grievance, when he/she feels that such informal resolution of the grievance is both appropriate and in the best interest of the school and its community, within **Five (5) Working Days** from the time of the filing.
2. In the *event* that informal resolution of the grievance is attempted but not successful, the Administrator shall respond to the grievance with written recommendations **Fifteen (15) Working Days** from the date of the initial filing.
3. In the *event* that any party is dissatisfied with the Administrator's written recommendation, the matter may be placed, by the dissatisfied party, on the next Governing Board agenda.
  - a. If the grievance is a matter of school policy or procedure, or clarification of an issue, it will be discussed in open Board session per the agenda.
  - b. If the grievance is a personnel matter, including but not limited to disciplinary action of a staff member, student, or admonition of a parent or community member, the concerns will be shared in closed session of the Governing Board with all concerned parties present, as set forth in PART TWO, Section III, Governing Board Hearings.
4. **At any time, during this process, the Administrator may elect to refer the grievance, at his/her sole discretion to the Governing Board for its consideration.**
5. If the matter is not resolved to the satisfaction of both parties, either party may at their own expense choose to pursue outside mediation, arbitration, or litigation as set forth below in the "Role of the Governing Board".

## **SECTION III ROLE OF THE GOVERNING BOARD**

1. Individual Board members do not have the authority to resolve complaints. However, Board members will, if requested by any party, listen to the concern or complaint of the party, but will not act independently of the protocol established *above*.
2. The decision of the Governing Board is final
  - a. In the *event* that any party wishes to contest the decision of the Board, it is recommended that such contestation be through private mediation. In the *event* that the conflict is not resolved through mediation, it is further recommended that all parties agree to submit their case to binding arbitration.

- b. The acceptance of these conditions are voluntary and do not prevent any party from pursuing their due process rights through litigation if they decline this mediation/arbitration agreement, as set forth below.
- c. The Governing Board of The GLOBE Academy will assume no liability or cost in this event.

#### **SECTION IV**

#### **The GLOBE Academy DISPUTE RESOLUTION DOCTRINE**

In any dispute or conflict, The GLOBE Academy protects its right to interpret school rules, guidelines, policies, and personnel issues fairly based on truth and justice. The ultimate goal is the child's well-being and the provision of an optimal learning environment for all students.

#### **PART TWO**

#### **EMPLOYEES (CERTIFIED & UNCERTIFIED) & INDEPENDENT CONTRACTORS**

#### **SECTION I**

#### **PROFESSIONAL PERFORMANCE, CONDUCT AND JOB DESCRIBED COMPLAINTS & GRIEVANCES**

1. The Administrator is authorized to evaluate, and act upon, the performance of professional duties, conduct or job described services of The GLOBE Academy employees and independent contractors, including but not limited to: disciplinary actions, dismissals, progress and status reviews, monitoring, and cautions. Any and all such decisions and actions taken by the Administrator are to be at the sole discretion of the Administrator and are final.

2. The Administrator shall, prior to the dismissal of any employee, but only when the situation does not represent health or safety concerns for the employee/contractor, students or others, endeavor to pursue remedial recommendations and strategies for performance and/or conduct concerns, in a timely fashion, and to aid in the implementation of such adaptations.

#### **3. Conflict Resolution**

- a. Although individual Board members may, at their discretion, discuss with an employee/contractor their concerns over the decision of the Administrator appertaining to the employee's/contractor's performance and/or conduct, the Governing Board will not attempt to resolve disputes arising from performance/conduct actions taken by the Administrator or hear such disputed claims in either open or closed session meetings.
- b. In the event that any party wishes to contest the decision of the Administrator, it is recommended that such contestation be through private mediation. In the event that the conflict is not resolved through mediation, it is further recommended that all parties agree to submit their case to binding arbitration.
- c. The acceptance of these conditions are voluntary and do not prevent any party from pursuing their due process rights through litigation if they decline this mediation/arbitration agreement, as set forth below.

#### **SECTION II**

#### **NON-PROFESSIONAL PERFORMANCE & CONDUCT COMPLAINTS & GRIEVANCES**

Any complaint or conflict asserted, by an employee or contractor, that is based on allegations of wrongdoing, outside of the sphere of professional performance and conduct, including but not limited to claims of: harassment, sexual misconduct, behavior not becoming a professional, racial or ethnic bias, or threats, shall be addressed procedurally, as follows:

#### **1. Complaints and Grievances between or among Employees and/or Independent Contractors:**

a. A complaint or grievance that represents a potential, yet not imminent, risk to the safety, health and well-being of an employee or independent contractor shall be addressed by the Administrator within Twenty-Four (24) Hours of notice to the Administrator. With the exception of expedited timing for addressing this classification of a complaint or grievance, the Administrator and grieving party shall proceed as set forth in PART ONE, Section II. Formal Grievance Procedures, of this Complaint and Grievance Policy & Procedure document.

1. Any employee or independent contractor who believes that there is imminent risk of harm to his/her safety or well-being, shall report the matter to the appropriate authorities, immediately.

b. Any complaint or grievance that does not represent a risk to the safety, health or well-being of an employee or independent contractor shall be addressed as set forth in PART ONE of this Complaint and Grievance Policy & Procedure.

**2. Complaints and Grievances between an Employee or Independent Contractor (or a group of the same) and Administration/Governing Board member(s), shall be addressed as follows:**

a. Any complaint or grievance that represents a risk to the safety, health or well-being of an employee or independent contractor shall be addressed through a closed session meeting of the Governing Board, at a Special Meeting of the Board following notice of said complaint or grievance. Any members of the Board who are party to the complaint or grievance shall recuse themselves from participating on the Board for this matter. The Board shall hear testimony of the parties and witnesses and make its determination as set forth in Section III, Governing Board Hearings, below.

b. All other complaints and grievances, that do not represent significant risk to the safety, health or well-being of an employee or independent contractor, that are asserted toward the Administration or the Governing Board, shall be addressed as follows:

1. **Allegations against Administration:** The complaining party shall attempt direct communication with the Administrator, in a timely fashion, unless the party believes such interaction would endanger their safety, health or well being; in which case the party may, through written request, proceed to Governing Board assessment, as set forth in Section III, Governing Board Hearings, below. The Administrator and grievant shall make a good-faith effort to promote a non-adversarial resolution to the issues at hand. This communication process shall be conducted and documented in the manner set forth in PART ONE, Section II, Formal Grievance Procedures, of this Complaint and Grievance Policy & Procedure. In the event that a resolution is not realized through informal communications, either party may request, in writing, a closed session Governing Board review, as set forth in Section III, Governing Board Hearings, of the matter to be held at the next regularly scheduled meeting, unless the complaining party believes it necessary to schedule a Special meeting, prior to that time.

2. **Allegations against Governing Board Members:** Any and all allegations of wrongdoing, outside of the sphere of professional performance and conduct shall be addressed as set forth in Section III, Governing Board Hearings, below.

## **SECTION III GOVERNING BOARD HEARING PROCEDURE**

The Governing Board shall meet in either Regular or Special Meeting Closed Session, as set forth in Section II of PART TWO of this Complaint and Grievance Policy & Procedure document. This meeting shall be conducted as follows:

1. All parties to the complaint or grievance shall be present at the Governing Board closed session for all employees and in open session for Governing Board members.

2. The Board shall hear the allegations of the grieving party (Complainant) and the responses to these allegations by the Administrator or Governing Board Member(s) accused of the wrong-doing (Respondant).

3. The Board will, at its sole discretion, utilize whatever format it determines most effective to garner information from all parties, including but not limited to: joint and caucus sessions.

4. The Board will hear testimony from any and all individuals called forth by the parties, as witnesses. All parties to the complaint or grievance will be present for the testimony of witnesses, unless they expressly request to be absent.

5. The Board, following the presentation of all pertinent information, will make its determination and present its decisions to the parties.

6. The decision of the Governing Board is final.

a. In the event that any party wishes to contest the decision of the Board, it is recommended that such contestation be through private mediation. In the event that the conflict is not resolved through mediation, it is further recommended that all parties agree to submit their case to binding arbitration.

b. The acceptance of these conditions are voluntary and do not prevent any party from pursuing their due process rights through litigation if they decline this mediation/arbitration agreement, as set forth below.

## **EXHIBIT 15**

Attach a copy of the charter school's Employee Policies and Procedures.



## Staff Handbook

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# Professional Expectations

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## Welcome Letter

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Dear Teachers and Staff,

Bienvenidos! Bienvenue! 歡迎 ! Welcome to the 2017–2018 school year at The GLOBE Academy. This handbook provides information and guidelines to assist you as a teacher/staff member at The GLOBE Academy.

You are responsible for understanding and abiding by the policies and procedures in this handbook related to working with students, colleagues, and administrators. Keep it available for quick reference. In addition all School District policies are available on the District website.

Thank you for your dedication and effort to move The GLOBE Academy closer to its vision, and for being part of this journey to create Global Learning Opportunities through Balanced Education. Go GLOBE!

Sincerely,

Christi Elliott-Earby, Head of School

## Vision and Mission

---

The GLOBE Academy vision reflects the purpose of our academic endeavors and is our road map to that purpose. Our core values drive our daily steps toward our ultimate goal: to create a vibrant, dynamic, and unique learning experience that engages every student, stimulates their intellectual curiosity, and facilitates academic excellence and achievement. To those ends, our vision and mission are:

### Vision

To develop globally-minded citizens who have the knowledge, skills, and attitudes to effect positive change in our world.

### Mission

The GLOBE Academy fosters Global Learning Opportunities through Balanced Education for children of all backgrounds. With a focus on dual-language immersion, an experiential-learning model and a constructivist approach, GLOBE inspires students to be high-performing, lifelong learners equipped to make a positive impact in the world.

## Core Values

---

The GLOBE Academy's core values are expressed in the acronym **CREST: Community, Respect, Empathy, Sustainability, and Trust**. These values are expected of the governing board, faculty, staff, parents, and students. They are woven into daily life at GLOBE and incorporated into the curriculum.

- ▮ **Community:** We are inclusive, and we nurture and support one another.
- ▮ **Respect:** We treat ourselves and each other with kindness and dignity.
- ▮ **Empathy:** We strive to understand and share the feelings of others.
- ▮ **Sustainability:** We aim to conserve our resources for optimal use in the present and future.
- ▮ **Trust:** We are committed to honesty, transparency, and respectfully sharing our thoughts and encouraging others to do the same.

## Georgia Code of Ethics for Educators

---

All teachers and staff members are expected to understand and follow the Georgia Code of Ethics for Educators. It is the staff's professional responsibility to familiarize themselves with this information. The Code of Ethics will be reviewed during the staff meeting and a copy will be available online at the Professional Standards Commission ([www.gapsc.org](http://www.gapsc.org)).

# Equal Opportunity Employment, Discrimination and Harassment

---

The GLOBE Academy is an Equal Opportunity Employer and prohibits discrimination and harassment of any kind.

GLOBE is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions at GLOBE are based on school/student needs, job requirements and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, HIV Status, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where both GLOBE campuses operate. GLOBE will not tolerate discrimination or harassment based on any of these characteristics.

# Employee Hours

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**Lower Campus:** 7:25 a.m. – 3:25 p.m.

**Upper Campus:**

- ı Morning Carpool staff hours: 7:20 a.m. – 3:20 p.m.
- ı General staff hours: 7:30 a.m. – 3:30 p.m.
- ı Afternoon Carpool staff hours: 7:40 a.m. – 3:40 p.m.

**Both Campuses:** Tuesdays until 4:30 p.m.

Please speak to the Head of School (HOS) directly regarding any questions about these times.

# Timekeeping

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## Sign In/Sign Out

All staff should sign in promptly upon arrival in the morning and sign out when leaving in the afternoon. The Sign In/Sign Out sheets are located in the front office. These sheets are the school's means of payroll reporting and are legal documents.

## Off Campus Sign Out

Teachers have a legal obligation to be in the school building during school hours for the protection of GLOBE students. Any staff member who needs to leave the building for any period must ask for permission from the HOS or the Assistant Head of School (AHOS) to do so. If a staff member needs to leave early, he/she must get approval in advance from the HOS via the online request system. Employees **MUST** also sign out/in using the online HR/Payroll system and inform the front office desk.

# Absences

---

## Absence Procedures

Exemplary attendance is necessary in order to provide continuity to the instructional program. Therefore, all staff members are expected to attend school daily. When it is necessary to be absent, it is the teacher's responsibility to provide up to date lesson plans, so that the substitute teacher may implement meaningful instructional activities. A substitute folder must be available for the person coming in to take the class.

**Sick days:** 10. Unlimited sick days can be accumulated for Teachers Retirement System (TRS) purposes.

**Personal days:** 3. Requests for personal days must be submitted at least one week in advance in order for approval and proper coverage to be arranged prior to absence.

## Planned Absences

1. For a planned tardy or absence (personal day, bereavement, doctor's appointment), please speak with the HOS in person as soon as the need to be absent is known. Fill out a Statement of Absence, and place in the front office for approval and signature.
2. Secure a sub from the sub list online in order to have the most up-to-date version. Notify the front office who the planned/secured sub is. Leave written plans with clear instructions for the sub in a very specific place (file drawer, on top of teacher desk, etc.).
3. A planned absence on a critical day (2 days before/after a holiday or day off, pre-planning, post-planning, PL days, or any testing days) requires a letter explaining why the absence cannot be avoided and must be approved 2 weeks in advance by the HOS. Time off for critical days will be leave without pay without prior approval by the HOS.

## Unplanned Absences/Tardies

1. Call the AHOS by 9:30 p.m. the night before an unplanned absence or tardy or between 6:00 and 7:00 a.m. on the day of an unplanned absence or tardy. **Texts and emails are not acceptable.** (Of course, if it is an emergency, please call anytime.)
2. As soon as the staff member knows he/she will be absent, *enter the absence in the HR/Payroll system* and secure a sub from the list. Let *the receptionist at the respective campus*, Jen Millarker - Lower Campus or Pat Ferguson - Upper Campus, know who the planned/secured sub is. If a sub cannot be secured, please communicate to the front office via phone and email by 7:00 am so they can find coverage.
3. If a staff member or a member of their family is ill and they need to leave in the middle of the day, please let the office know so the HOS can be alerted. If the HOS is not available, please alert the AHOS. Staff members cannot leave school until all of their duties are covered, *they have signed out via the HR/Payroll system*, and the administration knows that they are leaving.
4. An unplanned absence on a critical day (2 days before/after a holiday or day off, pre-planning, post-planning, PL days, or any testing days) requires adequate documentation, e.g., a doctor's note. Contact the HOS personally if there is a need to be absent on a critical day.

## Substitute Teacher Preparation

When possible, staff should email sub plans to their co-teacher, the AHOS, and the front office when they will be absent.

Prepare an Emergency Sub folder with the following required documents:

1. Teacher schedule
2. Fire/Tornado/Emergency procedures including a map of assigned locations
3. Name of fellow teacher who will be able to assist
4. Lunch schedule and procedures for taking students to lunch
5. Name of one or two dependable helpers in each class

6. A copy of IEPs/504s and other required student information
  - Along with this, include a SPECIFIC list of students with allergies or needs. This list must be easy to access and easily understandable by any adult (non-academic personnel).
7. Dismissal procedures
8. Restroom procedures
9. Ill student procedures
10. Location of other pertinent materials
11. Suggestions for students who finish early
12. Emergency plans /materials/lessons which could be used at any time
13. Directions for taking roll

# Technology

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## Internet Acceptable Use

All teachers and staff members are expected to understand and follow the Internet Acceptable Use Policy. The Policy can be found in the [Student and Family Handbook](#).

## Phone Usage

Staff members should not use cell phones for personal use during class time or other times when supervision of students is necessary. This includes texting or emailing. Please be professional and use good judgment, especially at recess, if cell phone use is needed during the day for school-related matters.

## Staff Meetings

---

Tuesdays are staff meeting days. Meetings are scheduled from 3:35 p.m. – 4:30 p.m. unless otherwise noted. It is imperative that all staff members are present. Meetings may be whole or small group; please check the school calendar. Do not schedule after-school engagements on Tuesdays because this is protected time for staff/teachers/administration. Unless specified otherwise, all Teaching Assistants (TAs) are expected to attend all meetings.

## Dress Code

---

GLOBE teachers are professionals and are expected to dress in a manner that will reflect this. Skirts and dresses must be no shorter than the longest fingertip when teacher's arms are fully extended at the sides of the body. Tops should provide appropriate shoulder and chest coverage. Tank tops are not considered proper attire. Undergarments should never be seen. Blue denim jeans may be worn ONLY on Fridays (or last day in the week). On those days, blue denim jeans may be worn with a spirit wear or acceptable shirt. Use professional judgment when selecting footwear. If there is ever a question on an item, please ask the HOS or AHOS beforehand.

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# Daily Schedule

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Time	Lower Campus (LC)	Upper Campus (UC)
7:30	Students are admitted to Village Plaza	Students are admitted to gym
7:40	Students are admitted to classrooms	
7:45		Students are released to homeroom
8:00		Homeroom begins
8:10	Instruction Begins	
2:35	Classes end	
2:40	Dismissal begins	
3:10		Classes end
3:15		Dismissal begins

# Emergencies Requiring Immediate Medical Attention

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In the event of a life-threatening emergency with a student, call 911 immediately and then notify administration and parents.

# Accidents

---

In case of an emergency or accident on school grounds or at school activities involving students which, in the opinion of school authorities present, requires medical or surgical attention by a physician, the following procedures will be used:

- The teacher will notify the HOS, front office, and AHOS.
- The parents should then be notified by the school administrator.
- The parents will make the decision as to how the student will be transported, and the physician or hospital to be used.

If neither the parents nor the person designated by the parent to be notified in case of an emergency can be reached, the HOS or their designee will make arrangements for the student's case. This includes arrangements for transporting the student to the student's family physician or to the hospital, according to the preferences listed on the child's registration forms, if possible.

Remember: When a child has an accident while under a teacher's supervision, the child must report to him/her what happened and how it happened before going to the office. The teacher must then complete an accident report on **any injury**. This accident report must be filed with the front office.

Accident forms are available in the front office.

## First Aid

---

First aid supplies are located in the red backpacks, the clinic, and with Coach Corso. When there is a minor injury, send the child to the clinic.

In no case will a teacher administer pills, inhalers, etc. Any medicine prescribed by mouth will be administered to the student in the clinic. In cases such as back, neck, or head injuries where any movement may cause additional injury, DO NOT move the child. Notify the front office immediately for support.

All teachers should wear gloves when administering first aid.

## Fire Drills

---

FIRE PROCEDURES AND MAPS ARE TO BE POSTED IN A VISIBLE LOCATION IN THE CLASSROOM NEAR THE LIGHT SWITCH.

A fire drill will be conducted each month. Drill procedures are as follows:

1. Upon hearing the fire signal (constant sounding of fire alarm), teachers will exit the building with all students under their supervision and their red book bag with the colored cards.
2. Students are to leave the classroom and walk down the hall in a straight, quiet line to assigned areas.
3. Have students stand quietly in a straight line in case additional instructions need to be given. Take class roll to account for all students. If all students are present, display a green card to the administrator in charge of the area. If students are missing or if the teacher has an extra student, display a red card to the administrator in charge.
4. Wait for "All Clear" signal. Escort students back to class.

Any student who is out of the room at the time of the drill is not to return to the room. Teachers need to discuss with their class what to do in this case. If the child is out of the room (in the restroom, media center, etc.), the child should join the nearest adult that is available, and walk with that adult, or that class, outside. The adult should notify the administrator in charge of the teacher's area with the red card.

# Tornado Drills

---

TORNADO PROCEDURES AND MAPS ARE TO BE POSTED IN A VISIBLE LOCATION IN THE CLASSROOM NEAR THE LIGHT SWITCH.

A tornado drill will be conducted once per year. Drill procedures are as follows:

1. Upon hearing the tornado signal, teachers will exit the classroom with all students under their supervision and red bag.
2. Go to designated areas as indicated on the map.
3. Students should be seated on the hall floor with their heads toward the corridor walls. Coats and jackets can be used to cover heads, arms, and legs so as to reduce the number of injuries from flying glass and other debris. Students should be located as far as possible from all exits (or walls in corridors if they contain windows or doors).

All students will come in the building during a Tornado Watch.

## Cafeteria and Lunch

---

For an effective lunchroom program, there must be complete cooperation from the staff. Several procedures are in place which facilitate an effective and time efficient lunch program.

- Bathroom break before lunch must be followed. No student should leave the lunchroom unattended to go to the restroom.
- When transporting a class to lunch, be on time entering the Village Plaza/Fellowship Hall as well as leaving with students at the end of the lunch period. Please be aware of the time other classes are going to lunch, especially if there have been adjustments to the schedule. A class arriving to lunch late cannot make up that time because of tight scheduling. If a class is not finished on time, the teacher must take them outside or back to the classroom to finish.
- Should a field trip or assembly interfere with a teacher's lunch schedule, it is their responsibility to make arrangements for time changes with other teachers involved. This should be done several days in advance. If complicating factors exist, the building administrator will assist.
- Teachers are responsible for the supervision of their class down the hall and into the lunchroom. Once the class is settled in line, teachers may leave the room or stay to eat their lunch with the students.
- Every child is expected to eat lunch each day (unless fasting due to religious reasons, at which time they may sit in the library). Only food should come to lunch. No toys, books, games, etc.
- Adults supervising during lunch should be familiar with these procedures. Adults should be actively supervising students by walking around and through the cafeteria for the duration of the supervision period.
- Please be consistent in encouraging the class to adhere to the lunchtime CREST and to understand that the adults supervising are in charge.
- Students may talk quietly to the students at their own table.
- The first two weeks of school, all teachers will eat with their students to establish rituals and routines of CREST in the Village Plaza/Fellowship Hall.

## Hallway and Line Behavior

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Students should walk in the hallways at all times. Students should transition quietly in the hallways so that other classes are not disturbed. Teachers or TAs need to accompany their children to Connections and have them there on time.

## Classroom and School-Wide Behavior

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As a rule, most classroom problems or disruptions are to be handled by the teacher utilizing a positive approach to discipline. However, there may come a time when a serious violation of the discipline code, including repeated misbehavior, will warrant a referral to the office for administrative attention. Please reference the School-Wide Behavior Plan for guidance as to what behaviors should be addressed at a classroom level vs. what behaviors require outside intervention. As needed, the administrator will follow the DeKalb County School System (DCSS) code of conduct to determine actions.

Before a referral is made to the office/administration for repeated violations and/or misbehavior, be sure that the following has occurred:

- Contact parent(s) and/or guardian(s) to inform them of ongoing behaviors.
- Work with student and parent(s) to utilize several forms of ongoing interventions.
- Seek advice from the school counselor. Bring the child's actions up in monthly RTI reviews for suggestions.

It should be noted that the best deterrent for ongoing misbehavior is to implement a rigorous and challenging instructional plan. Students who are engaged in meaningful and motivating activities are less likely to cause disruptions.

The following are situations which should result in an instant office referral:

- Incidents involving violence or the threat of violence to any students or staff
- Possession of or suspected possession of any item or substance prohibited by the discipline code (please be mindful that student searches are to be made only by administrators)
- Incidents involving bullying or suspected bullying
- Incidents involving sexual behavior including but not limited to sexual harassment
- Incidents of damage to or destruction of property

- | Suspected cases of child abuse
- | Repeated violations and misbehavior

## Student Support Team (SST)

---

All paperwork required by the State of Georgia is to be completed in full and in a timely manner by all teachers involved. An SST meeting is the time to discuss strategies that worked, that didn't, and what steps to take in the future. It is not a typical parent conference. Following through with RTI data is a must do. RTI data collection is the responsibility of the teacher.

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## Teaching Partners

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English and Language teachers on the same grade level should work collaboratively for long- and short-term planning. Set expectations for partner teachers with consequences and resources for support.

## Lesson Plans

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Lesson plans are due to the AHOS by Monday at 8:00 a.m. of each week. All teachers are expected to turn in lesson plans. Teachers will be given a hard copy and an electronic copy of GLOBE's template but may also use their own format provided it includes all of the required components.

**Lower Campus:** Submit plans to Susan Malloway at [smalloway@theglobeacademy.net](mailto:smalloway@theglobeacademy.net).

**Upper Campus:** Submit plans to Judy Limor at [jlimor@theglobeacademy.net](mailto:jlimor@theglobeacademy.net).

## Student Attendance

---

It is imperative that all teachers submit attendance by 10:00 a.m. each morning. Students are marked absent if they are in school less than half a day. The half day mark is 11:30 a.m. If a child is absent more than three consecutive days, the teacher should contact the parent and inquire about the child, then notify the HOS. This action communicates caring and concern for GLOBE students. Teachers should make sure that students have a clear understanding of assignments to be made up after the absence.

## Field Trips

---

Field trips are considered an integral part of the instructional program. Trips must be well planned and children must have clear objectives for the trip. The teacher will discuss the proposed trip with the HOS before anyone else is involved in the planning. Each child must have written permission from the parents.

No student will be excluded from a field trip without the knowledge and consent of the HOS. No student shall be excluded from a field trip due to financial hardship. If parent permission is not able to be secured, after multiple attempts, the child should be placed with another teacher while his/her class is away.

## Collected Money

---

All money collected for events and/or field trips should be systematically recorded and/or receipted and submitted to Business Manager Patti Thornton. Teachers must follow the directions given to collect money for their own protection. Do not leave money in classrooms overnight.

## Videos, DVDs, and Online Resources

---

DVDs, videotapes, and online resources should be reviewed carefully before use. The teacher must adhere to current copyright laws regarding use of any multimedia. Non-academic video content is highly discouraged and should be used sparingly. If it is used, it must be approved by the AHOS/HOS prior to viewing.

## Curriculum Resources and Technology

At the beginning of each year, teachers will sign out the necessary curriculum materials to instruct their grade level and content areas. It is expected that, at the end of each year, all curriculum materials will be signed back into the Curriculum Coordinator in the same condition they were received.

Students in Grades 3–7 will be utilizing Chromebooks throughout the school year. Chromebooks should be treated as curriculum resources.

At Lower Campus, Chromebooks are checked out by individual teachers in the library. Teachers should be aware that Chromebooks will be recalled for MAP and Milestones testing and should plan accordingly. Teachers at Lower Campus who check out Chromebooks are responsible for making sure they are kept safe, and secure them each night in their classrooms.

At Upper Campus, Chromebooks are checked out to individual students by the homeroom teachers. Teachers are responsible for making sure that Chromebooks are used only by the assigned student, and that all Chromebooks are returned to and locked in their carts each afternoon. Missing or damaged Chromebooks should be reported to the office immediately.

# Classroom Fundraising

---

In accordance with [The GLOBE Fundraising Policy](#), any classroom fundraising requests for students or parents must be approved by the Head of School. Much is asked of GLOBE families, and requests should be kept to a minimum. Please consider alternative, creative classroom ideas that do not include monetary asks from families.

## Grade Reporting

---

At the end of each semester, report cards will be issued. Teachers will use the standards-based report cards, and they will be sent home 4 times a year.

- | October 4 (Parent Conferences)
- | December 20
- | March 9 (Parent Conferences)
- | May 24

Between progress reports, teachers are expected to keep parents notified of student progress, including any notable changes and at what level the child is working. Please send home work that is not being kept for the portfolio; this is a good tool to keep parents abreast as to what is being taught. This is their little window into their child's life at school.

## Report Cards

---

Each teacher will post semester grades via the Infinite Campus site upon the opening of the posting window. This is the only way the state knows that GLOBE students have completed their work for these classes. Please use the following criteria as a guideline for posting grades:

- Needs Development
- Progressing (only on GLOBE's report card)
  - At the end of first semester, if the student will meet the standard by the end of the year, the teacher should mark **Meets**.
  - If the student is struggling with the standard and the teacher is unsure whether they will meet the standard by the end of the year, they should mark **Needs Development**.
- Meets
- Exceeds

Reports need to be consistent between teacher partners. Work together when determining the final assessment of all students in the class.

# Homework

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- **K–2 students:** 30 minutes of homework/night including reading
- **3–5 students:** 1 hour of homework/night including reading
- **Middle School:** 1 hour of homework/night including reading

Teachers can assign weekly homework as if students are expected to do the given amount of time each night, but understand parents may do what works best for their family (i.e., all in one night or spread through multiple nights).

Communication between partner teachers about homework is essential! Partner teachers should communicate about homework that is being sent home each week before it goes home.

Feedback must be given on all homework sent home in a timely manner.

Teachers will only assign homework that extends and applies the lessons of the regular school day. DO NOT assign homework just for the sake of assigning homework or if the strategy or skill has not been taught. NO busy work. It must be purposeful.

# Communication

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# Announcements and Email

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In order to keep classroom interruptions to a minimum, all announcements will be made at designated times in the morning. Check email periodically during the day for updates.

## Teacher Webpage

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A webpage or blog is encouraged of all teachers. At a minimum, it must include:

- | Current unit of study with applicable standards
- | Long-term project information
- | Contact info with phone and email
- | Class updates
- | Bi-weekly classroom/grade level newsletters

All teachers will send an email each week to parents. It can either be a summary of the past week and what is coming next or a simple statement about the week with an ending of, "Check out my blog." This will go out at the same time each week. Just like students, parents like consistency also. Good communication will be productive in the long run and will be time well spent.

## Mail

---

Teacher mailboxes should be checked each morning, at midday, and before leaving the school at the end of the day. LC mailboxes are located in the teacher's lounge. UC mailboxes are in the front office. Do not send students to get mail. Many times confidential items are placed in mailboxes.

## Public Relations

---

Public relations are a continuing responsibility of all staff. Be careful when speaking to parents or other community members about GLOBE. The GLOBE Academy is a high profile school, and no staff member wants to be misquoted or misrepresented. GLOBE staff is in this together, do not sink the ship.

# Staff/Teachers' Participation in Surveys, Questionnaires, Forms, Interviews, Observation

---

GLOBE teachers and staff should not participate in any information gathering activity without first speaking with school administration. This includes responding to non-school generated surveys, questionnaires, forms, interviews or observations.

## Parent/Teacher Conferences

---

Parents should be continually informed about the progress of their child. Regular communication should include positive reports as well as those about teachers' concerns. Be proactive about notifying parents of incidents in cases where the child may report erroneous information to the parents. Parents have the right to request a conference at any point. Each conference must be documented.

# Procedures for Conferences

---

## Before the Conference

- ▮ Review the student's work and/or portfolio.
- ▮ Teachers should plan what they will present to parents based on concrete evidence that can be reported to the parent. This can include work samples, conference notes, assessments of levels, etc.
- ▮ Touch base with the HOS or AHOS if guidance is needed. It is the teacher's responsibility to alert administrators of a potentially difficult conference, giving them as much time as possible to work it into their schedule. If an administrator cannot be present, consider the options of rescheduling, inviting the team leader, or including the guidance counselor in the conference. If a student has special needs, confer with the special education teacher and include them in the conference, if needed.

## Conducting the Conference

- ▮ Make the parent feel at ease/be welcoming.
- ▮ Always begin with positive statements.
- ▮ State the reason for the conference.
- ▮ Be honest, tactful, and gentle.
- ▮ Offer suggestions/next steps.
- ▮ Summarize at the end and make notes of next steps for all involved. What can the teacher do in class? What are the student's responsibilities? What can the parents do to support?

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## Cohesiveness

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Grade levels should align as a group on policies and procedures not outlined in this handbook. There should be continuity across the grade level. This provides positive structure for students and their parents.

# Meetings

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The members of each grade level and team are responsible for meeting as a group at least once every week. The team leader will set the agenda and run the meeting in a professional and timely manner. These meetings are necessary to discuss events (current and long-range) with respect to instructional planning, student information updates, and interdisciplinary team management. Meeting notes should be taken and distributed to the HOS, AHOS, and team members.

## Team Leader

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The team leader is responsible for:

- | Attending Leadership Meetings. If he/she cannot attend, a representative should be designated.
- | Communicating between the team and Leadership
- | Setting the weekly agenda and running the grade level meeting
- | Delegating tasks to team members
- | Turning in reports/forms/grade level information as requested by Administration
- | Modeling and encouraging a positive team atmosphere and a cohesive decision-making process
- | Leading the team in instructional conversations, decisions, and planning

# Calendar and Scheduling

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Scheduling Activities ..... 56

Google Calendar ..... 57

## Scheduling Activities

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All activities should be approved by the Leadership Team and scheduled on the school master calendar. The HOS must approve any outside guests in advance. Programs presented by student groups representing the school should be discussed and approved by the HOS prior to the presentation. The teacher scheduling the activity is responsible for alternate lunch arrangements, if necessary.

## Google Calendar

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Each teacher should subscribe to the appropriate Google calendars and check them regularly.

The HOS or their designated representative very carefully controls the school calendar. Teachers should consult the calendar as they sign in each morning. It is a good policy to look ahead several days to see what activities are planned. Do not add events to the master calendar until an activity is cleared with the Leadership Team.

# Building and Grounds

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Care of Classroom.....59

Custodial Service.....60

Building Security.....61

## Care of Classroom

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The classroom is an environment where learning takes place; therefore, it is extremely important to maintain a clean and attractive classroom. The classroom should be neat and organized as not to distract from learning.

## Custodial Service

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Custodial service staff is under the HOS's supervision. All requests for their services should be cleared through the office to facilitate scheduling. Teachers are responsible for reporting any repairs or unacceptable cleaning of the classrooms to the AHOS/HOS.

# Building Security

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All GLOBE staff members are responsible for building security and inventory control. In order to reduce losses resulting from theft, burglary, and vandalism, all faculty and staff are asked to observe the following guidelines:

- Make sure that classroom windows are closed and locked at the end of each day and blinds are closed.
- Do not leave money in the classroom. Turn it in before the end of the day to the Business Manager, and obtain a receipt.
- Do not leave valuable equipment such as radios, cameras, multimedia projectors, calculators, Chromebooks, etc., visible in the room overnight.
- In the event that a teacher's room is broken into or something is stolen, a missing property report must be filled out immediately.
- Teachers should keep all keys directly under their supervision. Do not let students use the keys. In addition, do not provide door or building codes to students/parents under any circumstances.
- Do not open locked classrooms if the teacher is not present.
- Doors are not to be propped open! This is very important!

# Professional Learning

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Certification.....63

## Certification

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Each teacher is responsible for keeping his/her teaching certification current and providing a copy of the certificate to the HOS. The TKES platform will also be a place to report PL sessions and hours. For GLOBE's certified staff, this is where the PSC will download each teacher's professional learning.

# Acknowledgment

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Staff Handbook Acknowledgment Form ..... 65

# Staff Handbook Acknowledgment Form

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I, \_\_\_\_\_ have:

Printed Name

- received a copy of The GLOBE Academy Staff Handbook.
- read the handbook in its entirety.
- asked for and received clarification on the information therein.
- agreed to abide by the local policies contained therein.

Signature

Date

## **EXHIBIT 16**

Attach proof of the school's insurance coverage, including the terms, conditions, and coverage amounts.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2016

**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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Manry & Heston, Inc Joe Bradley P.O. Box 49607 Atlanta GA 30359	<b>CONTACT NAME:</b> Tammy Nash <b>PHONE (A/C No. Ext):</b> (770) 939-3231 <b>FAX (A/C. No):</b> (770) 939-8978 <b>E-MAIL:</b> TNASH@MANRYHESTON.COM <b>ADDRESS:</b>														
<b>INSURED</b> THE GLOBE ACADEMY, INC. 2225 HERITAGE DR NE ATLANTA GA 30345-3534	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Selective Ins Co of South Carolina</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Ins Co of South Carolina		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		S 2135972	10/29/2016	10/29/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**ADDITIONAL INSURED WHEN REQUIRED BY A WRITTEN CONTRACT - LANDLORD: BRIARCLIFF UNITED METHODIST CHURCH.**  
**"THIS CERTIFICATE OF INSURANCE REPRESENTS COVERAGE CURRENTLY IN EFFECT AND MAY OR MAY NOT BE IN COMPLIANCE WITH ANY WRITTEN CONTRACT."**

<b>CERTIFICATE HOLDER</b>  BRIARCLIFF UNITED METHODIST CHURCH 4105 BRIARCLIFF RD, NE	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
---	---

[REDACTED] A, GA 30345

AUTHORIZED REPRESENTATIVE

Joe Bradley/AMT

*R. Joe Bradley*



[REDACTED] A, GA 30084

AUTHORIZED REPRESENTATIVE

Joe Bradley/AMT

*R. Joe Bradley*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2016

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**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Manry & Heston, Inc Joe Bradley P.O. Box 49607 Atlanta GA 30359	<b>CONTACT NAME:</b> Tammy Nash <b>PHONE (A/C No. Ext):</b> (770) 939-3231 <b>FAX (A/C. No):</b> (770) 939-8978 <b>E-MAIL:</b> TNASH@MANRYHESTON.COM <b>ADDRESS:</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A: Selective Ins Co of South Carolina	
NAIC # 12572	
<b>INSURED</b>	
THE GLOBE ACADEMY, INC. 2225 HERITAGE DR NE ATLANTA GA 30345-3534	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		S 2135972	10/29/2016	10/29/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
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A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2135972	10/29/2016	10/29/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT: BELLSOUTH TELECOMMUNICATIONS LLC. "THIS CERTIFICATE OF INSURANCE REPRESENTS COVERAGE CURRENTLY IN EFFECT AND MAY OR MAY NOT BE IN COMPLIANCE WITH ANY WRITTEN CONTRACT."**

**CERTIFICATE HOLDER**

**CANCELLATION**

BELLSOUTH TELECOMMUNICATIONS LLC 754 PEACHTREE STREET	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
--	--

D  
A, GA 30308-1206

AUTHORIZED REPRESENTATIVE

Joe Bradley/AMT



## EXHIBIT 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.

NOT APPLICABLE

## **EXHIBIT 18**

Attach a copy of any agreements with your local school district or Board of Education.

NOT APPLICABLE

## EXHIBIT 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.

NOT APPLICABLE

## EXHIBIT 20

Attach a copy of any MOU/lease/proof of ownership for the school's facility.

## GROUND LEASE

THIS GROUND LEASE (this "Lease"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2013 (the "Effective Date") by and between the **DeKalb County School District, Georgia** a State of Georgia Local Education Agency (hereinafter referred to as "Landlord") and **The GLOBE Academy, Inc.**, a Georgia non-profit corporation ("hereinafter referred to as "Tenant") with an address of 2225 Heritage Dr N.E. Atlanta, GA 30345, DeKalb County, Georgia.(hereinafter referred to as "Premises"). Landlord and Tenant are collectively referred to herein as the "Parties."

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

### ARTICLE I BASIC TERMS

- 1.1 Effective Date of Lease (as stated above)
- 1.2 Landlord: DeKalb County School District, Georgia
- 1.3 Tenant: The GLOBE Academy, Inc.
- 1.4 Premises: The property commonly known as Heritage School, located at 2225 Heritage Dr N.E. Atlanta, GA 30345, DeKalb County, Georgia.

### ARTICLE II LEASE OF PREMISES

2.1 Lease. For and in consideration of the covenants and agreements contained herein and other valuable consideration, Landlord shall lease to Tenant, upon the following terms and conditions, the Premises. The Premises shall include all improvements, fixtures, and appurtenances on and to the property, including any land, parking lots, playgrounds, athletic fields and the like, whether now existing or hereafter constructed pursuant to the provisions of this Lease.

### ARTICLE III TERM

3.1 Term. The initial term of this Lease (the "Initial Term") shall commence on July 1, 2013 (the "Commencement Date") and expire on June 30, 2018 (the "Initial Term Expiration Date"), unless extended or terminated as hereinafter provided for. The parties acknowledge and agree that the Initial Term is preconditioned upon the continuing validity (and renewal, if applicable) of Tenant's educational charter; provided that if the charter becomes invalid, this Lease shall automatically terminate upon the expiration or revocation of Tenant's charter, subject to Tenant's right to appeal such revocation or expiration. Notwithstanding the foregoing, Landlord hereby grants Tenant the right to access the Premises from and after the Effective Date hereof for purposes of commencing and pursuing renovations, installing equipment and furnishings, and otherwise preparing the Premises for the 2013 – 2014 school

year. Such early access shall otherwise be upon the same terms and conditions as contained herein.

3.2 Extension Options. Tenant shall have two (2) successive five (5) year extension options (each such option being herein sometimes referred to as an “Extension Option”) after the Initial Term to extend the term of this Lease (each such five (5) year term being herein sometimes referred to as an “Extension Term”). Provided Tenant is not then in default of any term or condition of this Lease (beyond any applicable notice and cure period), Tenant may exercise each Extension Option by delivering written notice to Landlord no less than three hundred sixty (360) days prior to the expiration of the then-current Initial Term or Extension Term, as the case may be. Should Tenant elect not to extend the term of this Lease, the term of this Lease shall terminate and expire upon the expiration of the then-current Initial Term or Extension Term, as the case may be.

If the Extension Options (or any of them) are exercised, the term of this Lease shall be automatically extended for the applicable five (5) year Extension Term, upon all of the same terms, conditions and covenants as set forth herein, without the requirement of any further instrument to evidence such extension.

The Initial Term, together with any Extension Term(s), may collectively be referred to as the “Term.”

3.3 Termination Rights.

(a) Landlord may terminate this Lease at anytime during the Initial or Extension Term(s) upon at least eighteen (18) months’ advance written notice to Tenant should Briarlake Elementary School, Evansdale Elementary School, Hawthorne Elementary School, Henderson Mill Elementary School, Oak Grove Elementary School, Pleasantdale Elementary School, or Sagamore Hills Elementary School become filled to one hundred or fifteen percent (115%) of their capacity as determined by the Georgia Department of Education and there are no other available buildings, as determined in Landlord’s reasonable discretion (the “Trigger Event”). In the event Landlord exercises the termination right granted under this paragraph, a termination fee (“Termination Fee”) will be due from Landlord to Tenant at the time at which the termination is to become effective. The Termination Fee shall equal the unamortized cost of any Alterations (as defined in Section 6.4) made by Tenant, if such Alterations were approved in advance by Landlord as specified in Section 6.5 below, at an interest rate of 4.5 % over the Term. Notwithstanding the foregoing, the termination right granted in this paragraph shall be inapplicable, null and void in the event that the Trigger Event is precipitated by the closure of one of the above-listed elementary schools.

(b) Landlord may terminate this Lease effective at any time beyond the Initial Term for any reason by delivering advance written notice for termination to Tenant no less than eighteen (18) months prior to the date set forth in the written notice for

termination. Said notice may be given prior to the expiration of the Initial Term, but shall not be effective until the Initial Term has first expired. In the event Landlord exercises the termination right granted under this paragraph, the Termination Fee will be due from Landlord to Tenant at the time the termination is to become effective.

- (c) Landlord may terminate this Lease at any time should Tenant breach any material term of the Lease, which breach is not cured within thirty (30) days following Tenant's receipt of written notice of the same; provided, however, if such breach is not capable of cure within such initial thirty (30) day period, the cure period may be extended for an additional period of time, within Landlord's sole discretion, so long as Tenant initiated the cure during such initial thirty (30) day period and is thereafter diligently pursuing such cure. No Termination Fee shall apply in the event this Lease is terminated in accordance with this paragraph.
- (d) In addition to Tenant's rights under Article II above, Tenant may terminate this Lease at any time by delivering six (6) months' advance written notice to Landlord. In no event, however, shall Tenant's termination be effective until the end of an academic year. No Termination Fee shall apply in the event this Lease is terminated in accordance with this paragraph.
- (e) A termination pursuant to this Section 3.3 shall not terminate any of the liabilities or indemnifications that otherwise survive the expiration or termination of this Lease.

3.4 Surrender and Holdover. On the last day of the Term, or upon any earlier termination of this Lease, or upon any repossession of the Premises by Landlord hereunder: (a) Tenant shall quit and surrender the Premises to Landlord "broom clean", in good order, and in a condition that would reasonably be expected with normal and customary use in accordance with prudent operating practices and in accordance with the covenants and requirements imposed under this Lease, subject only to ordinary wear and tear (as is attributable to deterioration by reason of time and use, in spite of Tenant's diligent care and maintenance), with all plumbing, electrical, water and sewer, and HVAC equipment and apparatus being in good working condition; (b) Tenant shall remove all of Tenant's personal property therefrom, except as otherwise expressly provided in this Lease, and (c) Tenant shall surrender to Landlord any and all keys, access cards, computer codes or any other items used to access the Premises. Property not so removed by the effective date of termination shall become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Premises and disposed of, but the cost of any such removal and disposition and the cost of repairing any damage caused by such removal shall be borne by Tenant. Upon prior notice (which may be delivered telephonically) and as long as Landlord does not unreasonably interfere with Tenant's operations, Landlord shall be permitted to inspect the Premises during normal business hours in order to verify compliance with this Section 3.4 at any time prior to (x) the Expiration Date, (y) the effective date of any earlier termination of this Lease, or (z) the surrender date otherwise agreed to in writing by Landlord and Tenant. The obligations imposed on Tenant under this

Section 3.4 shall survive the termination or expiration of this Lease. If Tenant remains in possession after the Expiration Date hereof or after any earlier termination date of this Lease or of Tenant's right to possession (collectively, the "Termination Date"): (i) Tenant shall be deemed a tenant-at-sufferance, subject to immediate eviction; (ii) Tenant shall pay all actual damages sustained by Landlord by reason of Tenant's remaining in possession after the expiration or termination of this Lease; and (iii) there shall be no renewal or extension of this Lease by operation of law.

ARTICLE IV  
RENT AND OCCUPANCY EXPENSES

4.1 Rent. There shall be no rental charge.

4.2 Occupancy Expenses. Tenant shall be responsible for any Occupancy Expenses that are due and payable at any time or from time to time during the Term and for any Occupancy Expenses that are assessed, become a lien, or accrue during the Term. Tenant shall directly pay on a timely basis and to the appropriate entity any and all of the Occupancy Expenses. The term "Occupancy Expenses" shall mean all costs, expenses and charges of every kind or nature relating to, or incurred in connection with, the ownership, maintenance and operation of the Premises, including, but not limited to the following: (i) Taxes, as hereinafter defined in Section 4.3; (ii) dues, fees or other costs and expenses, of any nature, due and payable to any association or comparable entity to which Landlord, as owner of the Premises, is at any time a member or otherwise belongs and that may govern or control any aspect of the ownership and operation of the Premises; and (iii) any real estate taxes and common area maintenance expenses levied against, or attributable to, the Premises under any declaration of covenants, conditions and restrictions, reciprocal easement agreement or comparable arrangement that may encumber the Premises and benefit other real property. Occupancy Expenses shall also include those expenses (including, but not limited to, a portion of the compensation paid to employees performing or providing such services, pro-rated to reflect the extent of the employee's time spent performing or providing such services), if any, incurred by Landlord in order to perform or provide any services required of Landlord under this Lease or to provide any services that (x) are specifically requested by Tenant and (y) Landlord elects to provide, upon Tenant's request, it being understood that Landlord is under no obligation to provide any such services. In no event does Landlord, nor shall Landlord, have any maintenance, repair, replacement or similar obligations with respect to the Premises, except as expressly and specifically set forth in this Lease.

4.3 Taxes. The term "Taxes" shall mean (i) all governmental taxes, assessments, fees and charges of every kind or nature, whether general, special, ordinary or extraordinary, due at any time or from time to time, during the Term and any extensions thereof, in connection with the ownership, leasing, or operation of the Premises, or of the personal property and equipment located therein or used in connection therewith; and (ii) any reasonable, out-of-pocket expenses incurred by Landlord in contesting such taxes or assessments and/or the assessed value of the

Premises. For purposes hereof, Tenant shall be responsible for any Taxes that are due and payable at any time or from time to time during the Term (including, but not limited to, those Taxes that accrue prior to the Commencement Date), and for any Taxes that are assessed, become a lien, or accrue during the Term (regardless of when payable), which obligation shall survive the termination or expiration of this Lease. If, at any time during the Term, the methods of taxation prevailing on the date hereof shall be altered so that in lieu of, or as a substitute for, the whole or any part of the taxes, charges or assessments now levied, assessed or imposed and which otherwise would be payable by Tenant under the terms of this Lease, there shall be levied, assessed or imposed a new tax, assessment, levy, imposition, license fee or charge wholly or partially as an income, margin, revenue, franchise, excise, capital stock tax, then such additional or substitute tax, assessment, levy, imposition, fee or charge shall be included within "Taxes" for purposes hereof. To the extent that any retroactive tax liability arises pursuant to any tax abatement agreement to which Tenant is a party, Tenant shall be and remain liable for such retroactive liability, regardless of whether said liability relates to a period of time or accrued prior to, or following, the Commencement Date. The obligations of this Section 4.3 shall survive the termination or expiration of the Lease.

#### ARTICLE V PERMITTED USE

5.1 Permitted Use. Tenant may use the Premises for operation of a public charter school and all uses incidental thereto, provided that the use is for an educational purpose (the "Permitted Use"). Notwithstanding the foregoing, Tenant may use or allow the use of the Premises for occasional non-educational purposes (*e.g.*, athletic contests and extra-curricular activities) so long as such non-educational purposes are ancillary to, and not in lieu of, the Permitted Use.

#### ARTICLE VI MAINTENANCE, REPAIRS AND ALTERATIONS

6.1 Condition and Delivery of Premises. Tenant agrees that Tenant is familiar with the condition of the Premises, and Tenant hereby accepts the foregoing on a strictly "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" basis. Tenant acknowledges and agrees that neither Landlord, nor any representative of Landlord, has made any representation as to the condition of the foregoing or the suitability of the foregoing for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of the foregoing. At no time during the Term shall Landlord be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Lease.

6.2 Obligation to Maintain Premises.

- (a) Tenant agrees that it will, at its sole expense, keep and maintain the Premises in good repair and appearance, and will with reasonable promptness make all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required

to be made upon or in connection with the Premises or any part thereof in order to accomplish the same. Without limiting the generality of the foregoing, the Tenant (i) shall maintain in good repair and condition the roof, foundation, walls, floors, driveways providing access to the Premises, sidewalks, curbs, parking lots, lights and light poles, utility lines serving the Premises, improvements and replacements of each of the foregoing, heating, ventilating, and air conditioning systems, plumbing and electrical systems, downspouts, fire sprinkler system, (ii) shall cut, mow, trim and maintain all shrubbery, grass, playing fields and other landscaped areas so as to keep the same in presentable, useable and proper form, and (iii) shall make any and all other repairs or maintenance necessary for any portion or part of the interior or the exterior of the Improvements or the grounds of the Premises. Tenant shall keep the Premises in a sanitary condition, free of insects, rodents and other pests and shall keep the Premises free from rubbish, trash and garbage at all times. All garbage shall be placed in proper receptacles or dumpsters. Tenant shall not allow any damage to be committed on any portion of the Premises, and at the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver the Premises to Landlord in good condition pursuant to Section 3.4 hereof.

- (b) Landlord shall not be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature to the Premises or any part thereof, and Tenant hereby expressly waives the right to make repairs at the expense of Landlord, which right may be provided for in any present or future law.

6.3 Utilities and Service Contracts. Tenant shall arrange for all water, gas, electricity, telephone and any other utility service used at the Premises and shall provide for garbage, cleaning and extermination services. Tenant shall pay directly to the applicable utility companies or governmental agencies the fees or charges for the use of all utilities consumed on the Premises before they become delinquent. Tenant's use of electrical energy in the Premises shall not, at any time, exceed the capacity of either or both of (x) any of the electrical conductors and equipment in or otherwise servicing the Premises; and (y) the HVAC systems of the Premises.

6.4 Alterations. Tenant shall have the right to (i) renovate the Premises (including the existing building(s) and all improvements related or ancillary thereto) without making structural changes, (ii) erect or install upon the Premises one or more modular buildings, (iii) install and connect all utility services as may be necessary, (iv) install fencing and signage, (v) alter and change the landscaping, grassed areas and paved surfaces located upon the Premises so as to optimize the functionality of the Premises for the Permitted Use. Notwithstanding the foregoing, any structural improvements (referred to herein as the "Alterations") to the Premises must be approved in advance by Landlord as specified in Section 6.5 below. All permanent improvements made by Tenant shall remain with the Premises following the expiration or earlier termination hereof; however, Tenant may remove any of its trade fixtures, furniture, and equipment; provided however, that the cost of any such trade fixtures, furniture or equipment so

removed shall not be included in any Termination Fee calculated pursuant to Article III. Tenant shall leave the Premises in a condition equal to or better than that in which they were received, normal wear and tear excepted.

6.5 Consent to Alterations. Before proceeding with any Alterations, Tenant shall (i) at Tenant's expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of such Alterations; (ii) submit to Landlord, for its written approval, working drawings, plans and specifications, and all permits for the work to be done; (iii) cause those contractors, materialmen and suppliers engaged to perform the Alterations to deliver to Landlord certificates of insurance (in a form reasonably acceptable to Landlord) evidencing policies of builders risk, commercial general liability insurance (providing the same coverages as required in Section 8 herein) and workers' compensation insurance, (iv) cause those contractors, and sub-contractors engaged to perform the Alterations to deliver to Landlord affidavits that comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 et al. and (iv) cause each contractor or sub-contractor performing such work to obtain a "payment and performance bond" in favor of Landlord which will obligate the surety to complete the Alterations then being constructed if such contractor fails to complete the same (the identity of the surety and the form of the bond shall be subject to Landlord's approval). Upon Landlord's written approval of such Alterations, Tenant shall promptly (v) cause the Alterations to be performed in compliance with Landlord's written approval, all applicable permits, Laws and requirements of public authorities; and (vi) cause the Alterations to be completed promptly in a good and workmanlike manner, using new materials and equipment. Upon the substantial completion of any Alterations, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, governmental permits and certificates and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers. Should any mechanics', materialmen's or other similar liens be filed against the Premises, Tenant, at its sole cost and expense, shall cause the lien to be canceled and discharged of record by bond or otherwise within thirty (30) days of receiving actual notice of such lien. The obligations of this Section 6.5 shall survive the expiration or earlier termination of this Lease.

6.6 Landlord's Property. Subject to Tenant's insurance obligations, all fixtures, improvements and appurtenances attached to, or built into, the Premises at the commencement of, or during the Term, whether or not placed there by or at the expense of Tenant, shall become and remain a part of the Premises; shall be deemed the property of Landlord (the "Landlord's Property"), without compensation or credit to Tenant; and shall only be removed by Tenant at the Expiration Date (or early termination date of this Lease), if Landlord so requires.

6.7 Landlord's Right to Inspect. Upon reasonable prior notice to Tenant (which may be delivered telephonically) and as long as Landlord does not unreasonably interfere with Tenant's operations, Landlord, and its respective agents, employees and representatives shall have the right to enter and/or pass through the Premises at any time or times (except in the event of emergency for which no prior notice is required) to examine and inspect the Premises and to show it to actual and prospective lenders, prospective purchasers of the Premises or providers of capital to Landlord; and in connection with the foregoing, to install a sign at or on the Premises

to advertise the Premises for sale. Landlord and its agents may also exhibit the Premises to prospective purchasers and/or tenants.

ARTICLE VII  
DAMAGE AND DESTRUCTION

7.1. Notice. In the event of any damage to or destruction of all or any part of the Premises, Tenant shall promptly give written notice thereof to Landlord generally describing the nature and extent of such damage or destruction.

7.2. Restoration. In the event of any damage to or destruction of all or any part of the Premises, and whether or not the insurance proceeds on account of such damage or destruction shall be sufficient for the purpose, Tenant shall obtain Landlord's consent to commence Restoration (as defined below) in accordance with the provisions of Section 6.5 hereof and thereafter, at Tenant's expense, commence within thirty (30) days of such damage or destruction and complete within one hundred twenty (120) days of the time of commencement the restoration, replacement or rebuilding of the Premises, as the case may be, as nearly as practicable to its value, architectural condition and character as existed immediately prior to such damage, destruction or condemnation so as to permit resumption of the use of the Premises for the purposes enumerated in Article V (such restoration, replacement or rebuilding, together with any temporary repairs and property protection pending completion of the work, are herein collectively referred to as "Restoration").

7.3. Application of Proceeds. Except as otherwise provided in 7.2 hereof, insurance proceeds received on account of any damage to or destruction of the Premises or any part thereof shall be applied to pay for the cost of Restoration. To the extent any such proceeds shall be inadequate to pay such cost, it shall be Tenant's sole cost and obligation to pay all costs of Restoration. Tenant hereby expressly waives the provisions of any present or future law relating to damage or destruction and agrees that the provisions of this Lease shall control the rights of Landlord and Tenant with respect thereto.

ARTICLE VIII  
INSURANCE

8.1 Insurance. From and after the earlier of (i) Tenant's entrance upon the Premises to commence renovations or (ii) the Commencement Date, Tenant shall carry insurance with respect to the Premises as set forth in Exhibit "A" hereto. Notwithstanding the foregoing, Tenant shall not be required to maintain the insurance described in item 3 of Exhibit "A" until such time that Tenant's insurance provider does not consider the Premises "vacant", but in no event shall such date be later than July 1, 2013.

Landlord must be named as an additional insured on all such policies. If either party carries all-risk or other property insurance, then such policy shall contain a waiver of subrogation in favor of the other party, as herein below set forth. All such insurance coverages may be carried under "blanket" or "umbrella" policies from insurers licensed in the State of Georgia.

8.2 Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Tenant hereby waives and releases Landlord of and from any and all rights of recovery, claim, action or cause of action, against Landlord, its agents, officers and employees, for any loss or damage that may occur to the Premises or improvements thereon, which is covered by insurance or would be covered by insurance required hereunder, regardless of cause or origin, including negligence of Landlord and their members, partners, agents, officers and employees. Tenant agrees to give immediately to its insurance companies, which have issued policies of insurance covering any risk of direct physical loss, written notice of the terms of the waiver contained in this Section 8.2, and to have the insurance policies properly endorsed, if necessary. Tenant acknowledges that the waiver and release set forth in this Section are intended to result in any loss or damage which is covered by insurance being borne by the insurance carrier of Tenant, or by Tenant if such loss is not covered by insurance. Tenant agrees that such waiver and release were freely bargained for and willingly and voluntarily agreed to by Tenant and do not constitute a violation of public policy.

ARTICLE IX  
EMINENT DOMAIN

9.1 Condemnation. If during the Term hereof, all or substantially all of the Premises shall be taken under power of eminent domain by any public or private authority, then Tenant may elect to terminate this Lease as of the date of such taking; subject, however, to the right of Tenant, at its election, to continue to occupy the Premises, subject to the terms and provisions of this Lease, for all or such part of the period between the date of such taking and the date when possession of the Premises shall be taken by the taking authority.

9.2 Award. All compensation awarded for any taking of the Premises shall belong to Landlord, and Tenant hereby assigns its interest in any award for such taking to Landlord.

9.3 Dealings with Taking Authority. Landlord and Tenant agree to promptly notify the other party when either of them receives actual notice of a taking or a threat thereof. Landlord and Tenant shall cooperate in good faith in contesting any taking, if such contest is desired by either party, with the contesting party bearing all costs and expenses thereof and, if said taking cannot be reasonably prevented, the contesting party shall endeavor to obtain the highest award possible for the property taken, the costs of said endeavor to be borne by the parties in proportion to their respective awards.

ARTICLE X  
QUIET ENJOYMENT

Contingent upon Tenant's compliance with the terms of this Lease, Landlord agrees that Tenant shall quietly and peaceably hold, possess and enjoy the Premises for the full term of this Lease without any hindrance or molestation by Landlord or anyone lawfully claiming by, through, or under Landlord. Tenant acknowledges and agrees that Tenant has had the opportunity to fully satisfy itself with the condition of title to the Premises and that Landlord makes no representation or warranty as to the quality or condition of such title.

ARTICLE XI  
COMPLIANCE WITH LAWS

11.1 Compliance with Laws. During the Term, Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions that include, but are not limited to, Tenant's use and occupancy of the Premises, and the provision of education to students (collectively, "Laws"), whether such Laws (a) concern or address matters of an environmental nature; (b) require the making of any structural, unforeseen or extraordinary changes; or (c) involve a change of policy on the part of the body enacting the same, including, in all instances described in (a) through (c), but not limited to, the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101 *et seq.*). If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof.

11.2 Hazardous Materials. Tenant acknowledges that Landlord has not conducted any environmental testing of the Premises. Tenant acknowledges and agrees that neither Landlord, nor any representative of Landlord, has made any representation or warranty with respect to the environmental condition of the Premises or the presence of any hazardous materials. As used herein, "hazardous materials" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state, or local laws as: (a) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1005 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903, 6921, as now or hereafter amended; (c) a toxic pollutant, under section 307(a)(1);(d) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §18092(4), as now or hereafter amended; (f) toxic or hazardous pursuant to regulation promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future.

11.3 Environmental Indemnity. Tenant hereby agrees to defend, indemnify and hold harmless the Landlord, the DeKalb County School Board, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this Lease) from and against any and all Losses (defined below), of whatever kind and nature that the Indemnitees suffer or incur as a result of, or due to, or because of either or both of (a) any accident, occurrence, condition involving, or release of, Hazardous

Materials in, on or from the Premises prior to or during the Term and (b) the presence in, on or under or migration from the Premises prior to or during the Term of any Hazardous Materials, including, without limitation, in the case of either or both of (a) and (b) any such Losses (x) arising out of any injury or death to any person or damage to any property or (y) requiring (i) remediation, investigation, removal or treatment or (ii) any other remedial action or (iii) payment of any fine under the terms of any applicable Laws or any regulation, rule, guidance or directive of any federal, state or local governmental authority. Notwithstanding anything to the contrary contained in this Lease, the provisions of this Section 11.3 will survive the termination or expiration of this Lease and the surrender of the Premises by Tenant.

ARTICLE XII  
MISCELLANEOUS

12.1 Non-Waiver. No acquiescence by either party to any default by the other party hereunder shall operate as a waiver of its rights with respect to any other breach or default, whether of the same or any other covenant or condition. No failure or delay by either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of either party hereunder are cumulative and are not exclusive of any rights or remedies which it would otherwise have hereunder.

12.2 Recording. This Lease shall not be recorded. A short form or memorandum of this Lease in a form reasonably acceptable to Landlord and Tenant, describing the Premises and setting forth the term of this Lease and such other non-monetary provisions as Tenant shall reasonably require, may be recorded by Tenant at Tenant's sole cost and expense.

12.3 Notice. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and mailed by registered or certified mail, return receipt requested or personally delivered, sent by courier or expedited mail service, addressed to the other party as follows:

If to Tenant:

The Globe Academy, Inc.  
c/o Brandi Kenner  
3377 Sable Run Road.  
Atlanta, GA 30349

If to Landlord:

Superintendent  
DeKalb County School District  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

or at such other address as may be specified from time to time in writing by either party. All such notices hereunder shall be deemed to have been given on the date of delivery unless delivery is refused or cannot be reasonably made, in which case the date of refusal or inability to deliver shall be deemed the date notice has been given.

#### 12.4 Assignment and Subletting; Mortgages.

- (a) During the Term, Tenant may not sublet the whole or any part of the Premises or assign this Lease (voluntarily or involuntarily) in whole or in part or allow all or a portion of the Premises to be used by another party without the prior written consent of Landlord, which Landlord, in its sole and absolute discretion, may withhold for any reason whatsoever. For purposes of this Lease, any transfer of this Lease (voluntarily or involuntarily) by any method, including without limitation by operation of law through merger or consolidation or by change in control of Tenant, directly or indirectly, shall be deemed to be an assignment.
- (b) Except as otherwise expressly permitted by Section 12.4, neither this Lease, the Lease Term nor the interest of Tenant in and to any sublease of the Premises or the rentals payable thereunder shall be mortgaged or otherwise encumbered by Tenant. Any such mortgage, pledge, sublease or assignment made in violation of this Section 12.4 shall be void.
- (c) Landlord shall have the right, at any time and without the consent of Tenant, to sell, transfer or assign, in whole or in part, Landlord's rights and obligations under this Lease and its interest in the Premises. Any such sale, transfer or assignment in whole shall operate to release Landlord from any and all liabilities under this Lease arising after the date of such sale, transfer or assignment.
- (d) Landlord shall have the right, at any time and without Tenant's consent, to mortgage, pledge or otherwise hypothecate or encumber Landlord's interest in the Premises or grant a deed to secure debt as to all or a portion of the Premises and this Lease shall automatically become subject and subordinate to any such mortgage or deed to secure debt. Notwithstanding the foregoing, upon request by Landlord, Tenant agrees to execute an agreement subordinating this Lease to any such mortgage, deed to secure debt or encumbrance. Landlord may, at any time and from time to time, assign as security for any indebtedness of Landlord, any or all of the rights and interests in whole or in part of Landlord under this Lease. The assignee may enforce any and all of the terms of this Lease, to the extent so assigned, as though the assignee had been a party hereto. No action or failure to act on the part of Landlord shall adversely affect or limit any right of the assignee. No assignment shall constitute an assumption of any obligation hereunder on the part of the assignee. The provisions of this paragraph 12.4(d) are made for the

benefit and security of any such assignee. All rights and interest of the assignee shall be terminated upon the termination of such assignment in the manner specified in the instrument effecting such assignment.

12.5 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

12.6 Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either party hereto.

12.7 Headings, Captions and References. The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms “hereof”, “hereunder” and “herein” shall refer to this Lease as a whole, except when noted otherwise. The use of the masculine or neuter genders and the singular form shall include the plural when the context so requires.

12.8 Brokerage Commissions. Landlord and Tenant each warrants and represents to the other that there are no brokers, finders fees or any real estate commissions due to any broker, agent or other party in connection with the negotiation or execution of this Lease or on behalf of either of them. Tenant hereby agrees to indemnify and hold Indemnitees harmless from and against any and all costs, expenses, liabilities, causes of action, claims or suits by any party for compensation, commissions, fees or other sums claimed to be due or owing with respect to the representation of Tenant in effecting or procuring this Lease.

12.9 Governing Law and Venue. This Lease shall be construed under the laws of the State of Georgia. The exclusive venue for any action arising out of or related to this Lease shall be in the federal, superior, or state courts of DeKalb County, Georgia.

12.10 Non-Liability. None of Landlord, or its affiliates, partners, directors, officers, agents and employees shall be liable to Tenant for any loss, injury, or damage, to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss. Further, none of Landlord, or its affiliates, partners, directors, officers, agents and employees shall be liable to Tenant (a) for any damage caused by other persons in, upon or about the Premises, or caused by operations in construction of any public or quasi-public work; (b) for consequential or indirect damages purportedly arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant; (c) for any defect in the Premises; (d) for injury or damage to person or property caused by fire, or theft, or resulting from the operation of HVAC or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, snow, ice, or dampness, that may leak or flow from any part of the Premises, or from the pipes, appliances or plumbing work of the same.

12.11 Indemnity. In addition to the indemnity set forth in Sections 11.3 and 12.8 above, Tenant agrees to indemnify, defend, and hold Indemnitees harmless from any and all Losses including without limitation reasonable attorneys' fees actually incurred, arising from or in connection with any or all of : (a) Tenant's (and Tenant's Parties as defined below in this paragraph) use of the Premises; (b) Tenant's conduct or management of the Premises or any business therein, or any work or Alterations done, or any condition created by any or all of Tenant and any or all of its members, partners, officers, directors, employees, invitees, students, managers, contractors, and representatives (collectively, "Tenant's Parties"), in or about the Premises; (c) any act, omission or negligence of any or all of Tenant and Tenant's Parties; (d) any accident, injury or damage whatsoever occurring in, at or upon the Premises and caused by any or all of Tenant and Tenant's Parties; (e) any breach by Tenant and Tenant's Parties of any or all of its warranties, representations and covenants under this Lease; (f) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code relating to this Lease or Tenant; (g) any violation or alleged violation by any or all of Tenant and Tenant's Parties of any Law; and (h) any claims made against Landlord by any third party contractor engaged by Tenant (collectively, "Tenant's Indemnified Matters"). In case any action or proceeding is brought against any or all of the Indemnitees by reason of any of Tenant's Indemnified Matters, Tenant, upon receipt of written notice from any or all of Landlord, Agent or any Landlord's lender, shall resist and defend such action or proceeding by counsel reasonably satisfactory to Landlord. The term "Losses" shall mean all claims, demands, expenses, actions, judgments, damages, penalties or fines imposed by any Law, liabilities, losses of every kind and nature, suits, administrative proceedings, out-of-pocket costs and fees, including, without limitation, reasonable attorneys' and consultants' fees and expenses, and the out-of-pocket costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. Notwithstanding anything to the contrary contained in this Lease, the provisions of this Section 12.11 will survive the termination or expiration of this Lease and the surrender of the Premises by Tenant.

12.12 Entire Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written communications between the parties. No subsequent amendment or agreement shall be binding upon either party unless it is signed and delivered by both parties hereto. This Lease may be executed in counterparts.

12.13 Transfer by Landlord. In the event of a sale or conveyance by Landlord of the Premises, the same shall operate to release Landlord from any future liability for any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to Landlord's successor in interest with respect thereto and agrees to attorn to such successor.

12.14 No Agency Relationship. Nothing in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither any provision contained in this Lease, nor any acts of the parties hereto, shall be deemed

to create any relationship between the parties hereto other than the relationship of landlord and tenant.

12.15 Time is of the Essence. Time is of the essence of this Lease. Anywhere a date certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Lease shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday or federal or state holiday, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

12.16 Compliance with Codes and Ordinances. Tenant's use and maintenance of the Premises shall at all times comply with all applicable federal, state and local statutes, regulations, codes and ordinances.

12.17 Authority of Tenant. Tenant and the person(s) executing this Lease on behalf of Tenant hereby represent, warrant, and covenant with and to Landlord as follows: the individual(s) acting as signatory on behalf of Tenant is(are) duly authorized to execute this Lease; Tenant has procured (whether from its members, partners or board of directors, as the case may be), the requisite authority to enter into this Lease; this Lease is and shall be fully and completely binding upon Tenant; and Tenant shall timely and completely perform all of its obligations hereunder.

12.18 No Estate in Land. Tenant shall be granted a usufruct only in the Premises under this Lease, and not a leasehold or other estate in land, and that Tenant's interest hereunder is not subject to levy, execution and sale and is not assignable except with Landlord's prior written consent.

12.19 Estoppel Certificates. Tenant will, at any time and from time to time, upon not less than ten (10) days' prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant having knowledge of the facts, certifying that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, and setting forth such modifications), and either stating that to the knowledge of the signer of such certificate no default exists hereunder or specifying each such default of which the signer may have knowledge; it being intended that any such statement by Tenant may be relied upon by any prospective purchaser or mortgagee of the Premises or any portion thereof.

12.20 **LIMITATIONS ON LIABILITY.** IF LANDLORD SHALL BE IN DEFAULT UNDER THIS LEASE AND, IF AS A CONSEQUENCE OF SUCH DEFAULT, TENANT SHALL RECOVER A MONEY JUDGMENT AGAINST LANDLORD, SUCH JUDGMENT SHALL BE SATISFIED ONLY OUT OF THE RIGHT, TITLE AND INTEREST OF LANDLORD IN THE PREMISES AS THE SAME MAY THEN BE ENCUMBERED AND NEITHER LANDLORD NOR ANY PERSON OR ENTITY COMPRISING LANDLORD

SHALL BE LIABLE FOR ANY DEFICIENCY. IN NO EVENT SHALL TENANT HAVE THE RIGHT TO LEVY EXECUTION AGAINST ANY PROPERTY OF LANDLORD NOR ANY PERSON OR ENTITY COMPRISING LANDLORD OTHER THAN ITS INTEREST IN THE PREMISES AS HEREIN EXPRESSLY PROVIDED. IN NO EVENT SHALL ANY PARTNER OF LANDLORD, NOR ANY OFFICER, DIRECTOR OR EMPLOYEE OF LANDLORD OR ANY SUCH PARTNER OR OFFICER, DIRECTOR OR EMPLOYEE OF LANDLORD BE PERSONALLY LIABLE HEREUNDER.

12.21 Patriot Act. Tenant (which for this purpose includes its partners, members, principal stockholders and any other constituent entities) (i) has not been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <<http://www.treas.gov/ofac/t11sdn.pdf>> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the term of this Lease (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) has not used and will not use funds from illegal activities for any payment made under the Lease.

12.22 Severability. In the event that any term or provision of this Lease 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 this Lease.

12.23 Headings/Interpretation. The headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties agree that this Agreement was fairly negotiated at arm's length, and neither Party shall be considered to have been the drafter of the Agreement for purposes of any rules of construction.

### ARTICLE XIII DEFAULT

13.1 Default by Tenant. The following shall be deemed to be "Events of Default" by Tenant under this Lease: (i) Tenant shall fail to pay when due any payment required pursuant to this Lease; (ii) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than any payment required pursuant to this Lease, and the failure is not cured within thirty (30) days after written notice to Tenant; (iii) Tenant shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations; or Tenant shall make a transfer to defraud creditors or shall make an assignment for

the benefit of creditors; or (iv) Tenant shall do or permit to be done any act which results in a lien being filed against the Premises.

13.2 Remedies for Tenant's Default. Upon the occurrence of any Event of Default, Landlord may at its option pursue any one or more of the following remedies, and any and all other rights or remedies accruing to Landlord by law or otherwise, without any notice or demand to the extent permitted by applicable law:

- (a) Terminate this Lease in accordance with Section 3.3(c) above, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to pay on demand the amount of all losses and damages which Landlord may suffer by reason of termination of the Term of this Lease under this Paragraph 13.2(a).
- (b) Commence dispossessory proceedings with or without the termination of this Lease.
- (c) Commence proceedings against Tenant for all amounts owed by Tenant to Landlord.
- (d) Enter upon and take possession of the Premises, without being liable for prosecution of any claim for damages or for trespass or other tort.
- (e) Do or cause to be done whatever Tenant is obligated to do under the terms of this Lease, in which case Tenant agrees to reimburse Landlord on demand for any and all costs or expenses which Landlord may thereby incur. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this 13.2, whether caused by the negligence of Landlord or otherwise.
- (f) Enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or default or any threatened breach or default of Tenant's obligations hereunder).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LANDLORD:

**DeKalb County School District**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[OFFICIAL SEAL]

TENANT:

**The GLOBE Academy, Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit "A"

### Insurance

- 1) Tenant shall procure and maintain throughout the term of this Agreement a policy or policies of insurance providing coverages as set forth below that shall protect the Tenant and the Indemnitees from any and all claims as set forth in the Indemnification clause above that may arise out of Tenant's operations under this Agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia or companies acceptable to Landlord. Tenant shall procure the insurance policy(ies) at the Tenant's own expense and shall furnish to Landlord a certificate(s) of insurance containing 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 Landlord 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 this Agreement in comments section of Insurance Certificate.

In addition to the Certificates of Insurance, Tenant's broker / insurer shall provide copies of the policy endorsements evidencing the coverage(s) for Landlord through the Indemnification and Insurance obligations assumed by Tenant herein. 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.

- 2) Tenant is required to maintain the following Liability insurance coverage(s) during the Term of this Agreement:
  - (a) Commercial (Comprehensive) General Liability Policy (CGL), or equivalent coverage, to include the contractual obligation of Tenant for any liability assumed hereunder;
  - (b) Should Tenant desire to structure their insurance program utilizing a Commercial Umbrella or Excess Liability Policy, all such policies shall have sufficient limits to provide that there is no gap in coverage between an underlying policy and the secondary layer;
  - (e) Under all coverages required hereunder, the policy(ies) shall be endorsed to include the following terms and conditions:
    - (i) All coverages shall be on an "occurrence" not "claims made" basis;
    - (ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, allowed to lapse, fail to be renewed, or endorsed to adversely change any coverage applicable to Landlord or an Indemnitee for any

- reason until at least thirty (30) days prior written notice has been given to Landlord;
- (iii) Shall waive all right of subrogation against Indemnitees for any losses arising out of this Agreement;
  - (iv) All such coverage shall remain in full force and effect during the Term and any renewal or extension thereof;
  - (v) 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 the Indemnitees.
- (f) Under coverages required under Sections 2 (a) and (b) above, the policy(ies) shall be endorsed to include the following terms and conditions:
- (i) Minimum limits of \$1,000,000 per occurrence \$3,000,000 in the annual aggregate (if applicable) with insurers approved to conduct business in the State of Georgia
  - (ii) Contractual liability coverage, specifically referencing this Agreement and the Indemnification herein.
  - (iii) Shall include Indemnitees as Additional Insureds.
  - (iv) A severability of interest or cross liability clause or endorsement applicable to Commercial (Comprehensive) General Liability, and any Excess Liability policy(ies).
- 3) Tenant is required to maintain the following insurance coverage(s) on the Property during the Term of this Agreement:
- (a) All Risk Property (and Flood) Insurance including but not limited to the perils of: Fire, Lightning, Explosion, Windstorm or Hail, Smoke, Aircraft or Vehicle Impact, Riot, Strike or Civil Commotion, Vandalism and Malicious Mischief, Collapse, Flood, Leakage from Fire Protection Equipment, and Earth Movement with terms, conditions, sublimits, exclusions and amendments as is usual in the insurance industry.
  - (b) The amount of the insurance shall, at a minimum, have a \$6,000,000 Stipulated Loss Value.
  - (c) Tenant shall maintain Property Insurance on the premises throughout the term of this lease and any renewal or extension with Deductibles and/or Self Insured Retentions acceptable to Landlord, however, in no event shall such Deductible or SIR exceed \$500,000 per occurrence.
  - (d) Landlord shall be designated as the "Loss Payee as its interest may appear."
  - (e) Underwriters shall agree to waive any right of subrogation against Landlord.
  - (f) All losses in excess of \$100,000 shall include Landlord in the adjustment and settlement of the claim. Landlord shall have the right to accept or reject any settlement for claims in excess of \$100,000.
  - (g) The foregoing policy(ies) shall contain a provision that coverage afforded under this insurance will not be canceled, allowed to lapse, fail to be renewed, or endorsed to

adversely change any coverage applicable to Landlord for any reason until at least thirty (30) days prior written notice has been given to Landlord.

**Lease Agreement between  
Briarcliff United Methodist Church, Inc.  
and The Globe Academy, Inc.**

This Lease Agreement (“Lease”), is made this ~~7/26/2015~~ <sup>7/26/2015</sup> of June, 2015, between Briarcliff United Methodist Church, Inc., a Georgia religious non-profit corporation (“Church”) located at 4105 Briarcliff Road, NE, Atlanta, Georgia 30345 (the “Property”) as Lessor, and The Globe Academy, Inc., a Georgia non-profit corporation operating as a charter school (“School”), located at 2225 Heritage Drive, NE, Atlanta, Georgia 30345 as Lessee. Church and School shall each be identified herein as a “Party” and collectively as the “Parties”.

Whereas, Church has a long history of support and mission to young people in our community, and considers the support of education of young people in our community to be one of the primary charitable purposes of the Church;

Whereas School is licensed by DeKalb County to operate a K-8 charter school and currently utilizes its property at 2225 Heritage Drive, NE, Atlanta, Georgia 30345 (the “Heritage Building”) for kindergarten through fourth grade, but requires additional facilities as it expands;

Whereas Church has classroom space in the McDonald Education Building and other facilities available on the Property which can be utilized by the School, including for the exclusive use of some portions of the Property during normal school hours, and the shared use of other areas of the Property;

Whereas School acknowledges that Church is a religious, not-for-profit organization, and School further acknowledges that it is Church’s desire that School seek to refrain from taking actions on the Property that may damage the image or undermine the principles of Church;

Whereas Church acknowledges that the School is a non-sectarian public school, that this Lease is entered into for a legitimate secular school purpose of educating children, and that, by executing the Lease, the School is neither advancing nor inhibiting religion.

Whereas nothing in this Lease shall be construed to be an establishment of religion and Church shall have no control over the method, means, or content of the education programs provided by School, nor be responsible for the same and School shall have no control over the method, means, or content of the religious programs and community outreach of Church, nor be responsible for the same.

Therefore, the Parties now agree as follows:

**WITNESSETH:**

**1. PURPOSE AND USES.** School is an accredited DeKalb County charter school. School shall use the Premises, as defined below, for the purpose of teaching children in accordance with

the vision, mission, and core values established by School, and in accordance with all applicable State of Georgia and DeKalb County requirements. (“School Purposes”).

**2. PREMISES.** Church, for and in consideration of the rents, covenants, agreements and stipulations provided for herein to be paid, kept and performed by School, leases and rents unto School, and School hereby leases and takes upon the terms and conditions hereinafter described, the following specifically described portions of the Property located at 4105 Briarcliff Road, NE, Atlanta, GA 30345 as further described in this Section (the “Premises”):

**21 Preliminary Access:** Upon execution of this Lease and payment of the initial Security Deposit School may have reasonable access to the Premises during normal business hours for design and construction build out of certain Tenant Improvements as more fully described in Paragraph 17 below. School may take possession of the Premises for the limited purposes of set up and IT wiring before a Certificate of Occupancy has been obtained.

**22 McDonald Classroom Building:** Effective August 1, 2015 School shall have exclusive use of the main floor of the McDonald classroom building during Regular School Hours and Extended Care Hours, as defined in Paragraph 3 below. Church will have access to, and exclusive use of, five (5) classrooms in the McDonald Classroom Building on Sunday mornings (“the Classroom Shared Space”) and the music room may be utilized by Church on Sunday mornings and Wednesday nights for choir rehearsals, and Church may store equipment in the music room cabinets and keep a piano in the music room (“the Music Room Shared Space”).

**23 Fellowship Hall:** Effective August 1, 2015 School shall have exclusive use of the Fellowship Hall during lunch hours (11:00 am to 1:00 pm) during Regular School Hours (as defined in Paragraph 3 below) except as specifically noted herein: (1) On Sunday mornings and specific Thursday afternoons Church will have access to, and exclusive use of, the Fellowship Hall. The Church’s use of the Fellowship Hall on Thursday afternoons is for BUMS (Briarcliff United Methodist Seniors) meetings, which are generally held on the 4th Thursday every other month except during the Thanksgiving/Christmas holiday period (“the Fellowship Hall Shared Space”). For purposes of planning the 2015/2016 BUMS meeting schedule is: July 23, September 24, December 3; January 28, March 24, May 26, July 28, Sept 22, December 1. Additional Thursday afternoon usage for BUMS in future years of the Lease will be on a similar schedule. (2) School access to the Fellowship Hall during other than lunch hours during Regular School Hours may be pre-empted by Church, with advance notice, if the space is needed for funeral services or other Church activities.

**24 Parking:** Effective August 1, 2015 use of up to ninety percent (90%) of on-site parking in the large lower parking lot can be utilized by School during Regular School Hours in the area shown on Exhibit “B”. No parking for School Purposes is available after 6:15 pm on Wednesday nights, Thursday nights, Saturday nights, and on Sunday mornings. Use of up to seventy-five percent (75%) of parking in the large lower parking lot on Monday, Tuesday, and Friday nights, Saturday day time and Sunday afternoon/evening is available for after school functions. School will be responsible for securing any additional off-site parking, if needed.

**25 Recreation Area:** Effective August 1, 2015 the courtyard and small playground may be utilized by School during Regular School Hours and Extended Care Hours (as defined in Paragraph 3.1 below).

**26 Gymnasium:** Effective August 1, 2015 the gymnasium may be utilized by School during Regular School Hours and Extended Care Hours.

**27 Kitchen area:** Effective August 1, 2015 the kitchen in the back of the Fellowship Hall may be utilized by School for specific special occasions during Regular School Hours if scheduled and approved by Church. Custodial service is available for this area at an additional cost.

**28 Sanctuary:** Effective August 1, 2015 the sanctuary may be utilized by School for specific special occasions during Regular School Hours if scheduled and approved by Church. Custodial service and technology assistance (a/v) are available for an additional cost.

**29 After School Hours Use of Premises:** Effective August 1, 2015 School may have after-school hours use of the Premises for four (4) hours per month for authorized school events ("After School Hours Use"). After hours use must be scheduled with Church as early as possible and may be denied based upon scheduling conflicts or other Church concerns. Church acknowledges that the School's employees may need to access the Premises occasionally after Regular School Hours to collect their belongings or School materials, to prepare their classrooms, to perform maintenance or to perform administrative work related to the School's operations. Church agrees that such activities shall not be considered After School Hours Use. School agrees that its employees will not access or use the Classroom Shared Space or the Music Room Shared Space on Sunday mornings and Wednesday nights for any reason.

**211 Signage:** Effective August 1, 2015 School may use one permanent sign space at the corner of Briarcliff Road and Shallowford Road. School may negotiate usage of Church's digital sign space for special events. Church may invite School to participate in Church's community building activities with the neighborhoods surrounding the Property (for example by participating in events such as festivals and yard sales) and the Church's digital sign may be utilized for such events without charge.

**212 Limited Church Access to Premises during Regular School Hours:** Church may enter the Premises during Regular School Hours, with prior verbal or email notice to School Principal, to inspect the Premises, to make repairs required of Church under the terms hereof, and without prior notice for any emergency purposes. Church may have access to the Premises during non-school hours without prior notice to School.

**3. SCHOOL HOURS.** The Premises, as defined above, will regularly be used by School Monday through Friday, between the hours of 7:00 AM and 4:00 PM ("Regular School Hours") and at other times as required for School Purposes. School may have access to after-hours use of specific portions of the Premises, in coordination with Church, as stated below.

**3.1 School Extended Care Program Hours.** School will have the option to use the Premises Monday through Friday during its academic year between the hours of 3:00 PM and 6:15 PM ("Extended Care Hours") to operate an instructional and activities-based

program for students who are not able to be picked up by their parents at the school's dismissal time ("Extended Care Program"). School shall give thirty (30) days' prior notice to the Church of its intent to operate Extended Care Hours on specific weeks and, commencing August 1, 2015, shall pay the Church one hundred dollars (\$100) per week for each week that it uses the Premises during Extended Care Hours and payment shall be due on the 1<sup>st</sup> of the month when Rent is due. Prior to August 1, 2016 the Parties shall negotiate a pro-rated increase in the weekly rate based upon the increased number of students anticipated to participate in the Extended Care Program. The Parties shall coordinate with each other to insure that the School's operation during Extended Care Hours does not interfere with Church activities or the activities of other Church tenants. The School acknowledges that various non-profit entities operating recovery programs for adults, such as AA, use the Church's Parking Lot and facilities in the evening, and that the Church cannot supervise or be responsible for when adults participating in the recovery programs will arrive on the Premises. The School shall have sufficient personnel in place during Extended Care Hours such that no student shall ever be unaccompanied during Extended Care Hours and no student shall be unaccompanied anywhere in the Premises, including the Parking Lot, after Extended Care Hours if their parental pick up time is delayed.

**4. TERM.** This Lease shall be for a five (5) year term, commencing August 1, 2015 and continuing through July 31, 2020.

**5. RENTAL RATES.** School shall pay the rental rates noted in the table below based upon occupancy and use on a yearly basis as shown on the floorplans attached hereto as Exhibit "A" and incorporated herein by this reference. Rent shall be due the first of each month.

Square Feet Requirement and Rental Rate:

	Square Footage	monthly rate	Fee*	subtotal	discount	total	Monthly
Year 1	9984	\$13.00	0	\$129,792	\$10,816.00	\$118,976	\$10,816
Year 2	12,356	\$12.00	\$24,000	\$172,272	\$14,356	157,916	\$14,356
Year 3	15,612	\$12.00	\$24,000	\$211,344	\$17,612	\$193,732	\$17,612
Year 4	19,968	\$12.00	0	\$239,616		\$239,616	\$19,968
Year 5	19,968	\$12.00	0	\$239,616		\$239,616	\$19,968

\*Fee of \$2,000.00 a month to replace lost income due to displacement of current renters.

The Rent due on December 1st shall be free for 3 consecutive years; i.e. December 2015, 2016 and 2017 ("Discount").

**6. LATE CHARGES.** If Church fails to receive all or any portion of a rental payment within ten (10) days after it notifies School that it has not received an overdue payment, ("10 Day

Notice to School”), then School shall pay Church as additional rental, a late charge equal to ten percent (10%) of the overdue amount. The 10 Day Notice to School shall be sent by email to (a) Christi Elliott-Earby or the then Head of School, as well as (b) by regular mail to the School representative listed in paragraph 49. Any 10 Day Notice to School shall constitute a Notice of Default under paragraph 42. The Parties agree that such late charge represents a fair and reasonable estimate of the costs Church will incur by reason of such late payment.

**7. SECURITY DEPOSIT** School shall deposit with Church upon execution of this Lease \$10,816 as a security deposit which shall be held by Church, without liability to School for any interest thereon, as security for the full and faithful performance by School of each and every term, covenant and condition of this Lease.

On August 1, 2016, and for each August thereafter for the Term of the Lease School shall deposit additional sums sufficient for the Security Deposit to equal one full month’s rent.

If, following written notice by Church, any of the rents or other charges or sums payable by School to Church shall be overdue and unpaid or should Church make payments on behalf of School, or should School fail to perform any of the terms of this Lease, then Church may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Church toward the payment of the rents, charges or other sums due from School, or towards any loss, damage or expense sustained by Church resulting from such default on the part of School; and in such event School shall upon demand restore the security deposit to the original sum deposited. In the event School performs all of School’s obligations under this Lease at the time of Lease termination, the security deposit shall be returned in full to School within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by School in compliance with the provisions of this Lease.

**8. UTILITY AND EXPENSES.** Church shall pay all utility bills, including, but not limited to water, sewer, gas, electricity, fuel, light and heat bills for the Premises, and provide custodial services for the Premises for School’s Regular School Hours use of the McDonald Classroom Building, Fellowship Hall, gymnasium, recreational areas and parking lot.

School shall pay an agreed upon rate for custodial services and utilities as shown on Exhibit “C”, including HVAC, for any non-school hour use of the Property exceeding the four (4) hours of After School Hours Use described in Paragraph 2.9 above. School shall pay all charges for internet, telephone service, copier/printers.

**9. REAL PROPERTY TAXES.** Throughout the Lease Term, Church shall pay any and all city and county ad valorem real estate property taxes and sanitation charges for the Premises, to the extent any such charges are assessed and become due, on or by their respective due dates.

**10. TERMINATION AND TERMINATION PAYMENTS.** This Lease shall terminate: (a) in the event School’s charter is not renewed or is terminated by DeKalb County, or (b) if DeKalb County terminates School’s use of the Heritage Building. In the event of termination under (a) or (b) at any time before August 1, 2017 School shall pay Church \$250,000, representing reimbursement of the Initial School Improvement payment made by Church as defined in Paragraph 17 below. School may terminate the Lease for any reason at any time after August 1,

2017, but in the event of such termination School must reimburse Church a pro rata portion of the \$250,000 Initial School Improvement payment as follows: Year 3 termination at any time between August 1, 2017 and July 31, 2018 shall require School to pay Church \$150,000; Year 4 termination at any time between August 1, 2018 and July 31, 2019 shall require School to pay Church \$100,000; Year 5 termination at any time on or after August 1, 2019 shall require School to pay Church \$50,000.

**11. RENEWAL OPTION.** Lease renewal and renegotiation, if desired by School, shall begin on or before January 1, 2020. Either Party shall give notice of its desire to renew at least sixty (60) days prior to January 1, 2020.

**12. REPAIRS BY CHURCH.** Church agrees to keep in good repair the roof, foundations and exterior walls of the Premises and underground utility and sewer pipes outside the exterior walls of the Premises, and the heating and air conditioning systems and to pay for all such repairs except repairs rendered necessary by the negligence or intentional wrongful acts of School, its staff, students, guests or invitees. School shall promptly report in writing to Church any defective condition known to it which Church is required to repair and failure to timely report such conditions shall make School responsible to Church for any liability incurred by Church by reason of such conditions.

**12.1 Church's Responsibility for Security of School's Equipment.** Church has access to Premises as defined in Paragraphs 2.2, 2.3 and 2.12 If any of the School's Equipment, as this term is defined in Paragraph 15 below, is damaged or stolen by a member, representative, or guest of the Church or due to negligence by the Church in maintaining the security of the Premises, then the Church shall replace or reimburse the School for the stolen or damaged equipment within ten (10) business days of being notified by the School and provided reasonable proof of the damages and their cause and the cost of repair or replacement. Church shall not be responsible to repair or replacement of any School Equipment which is not identified as required in Paragraph 15.

**13. SCHOOL'S RESPONSIBILITY FOR DAILY CARE AND USE OF THE PREMISES AND RESPONSIBILITY FOR CERTAIN REPAIRS.** School accepts the Premises as suited for the Purpose intended by School. School shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises and other improvements located thereon, except those repairs expressly required to be made by Church hereunder. School agrees to return the Premises to Church at the expiration or termination of this Lease, in as good condition and repair as when first received, natural wear and tear excepted.

School shall practice diligence in its use of the Premises. School agrees to turn off and secure lights, fans, windows, and doors when leaving the Premises upon conclusion of Regular School Hours or other activities at the Premises. School agrees to program heat/ac thermostat to minimize use outside of Regular School Hours while maintaining a comfortable temperature during Regular School Hours. School also acknowledges responsibility for and will pay for any damage done by rain, wind, hail, tornado, hurricane, etc., if this damage is a result of School's negligence by leaving doors open, windows broken or open, allowing stoppage and/or overflow of water or similar damage caused by School's negligence.

School acknowledges responsibility for any damages caused by its negligence and that of its students, faculty, staff, guests or invitees. School further states that it is legally responsible for any mishap/accident done to or done by others it has hired or by its guests or invitees. Church will be held free from harm or liability along with its agents and representatives in such cases. Any and all such damages shall be repaired at direction of School. Any and all repairs made at direction of School shall be done by competent professional and upon approval by Church unless School is given advance written approval by Church otherwise. All repair shall be done in compliance with all codes and regulations. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises.

**14. LOCK POLICY.** No additional locks will be installed on any door without written permission of Church. Church will be given keys for all locks installed by School before such locks are installed.

**15. SCHOOL'S EQUIPMENT DEFINED.** The term "School's Equipment" means all trade fixtures and personal property, including, without limitation, furnishings, furniture, equipment, sign faces, computers, computer related equipment on property, cabling, security systems, communications equipment and other equipment or property useful to School in its operations. Prior to August 1<sup>st</sup> of each year School shall provide Church with an itemized list of the School Equipment, including serial numbers or other identifying information, that will be used on the Premises during that academic calendar year and shall provide Church with an updated list when additional School Equipment is located at the Premises.

**16. OWNERSHIP AND REMOVAL OF SCHOOL'S EQUIPMENT.** School's Equipment shall be solely the property of School. Within ten business (10) days following the expiration or termination of the Term, School shall have the right and obligation to remove all of School's Equipment from the Premises; provided, however, that School shall repair any damage caused by such removal. If School fails to remove all of the School's Equipment within such ten (10) day period, all of the School's Equipment remaining on the Premises shall become the property of Church without any credit or compensation to School. At Lease expiration or termination, School shall deliver to Church the Premises in good repair and condition, reasonable wear and tear excepted. Other than the School's Equipment, School shall not remove any Improvements to the Premises without Church's prior written consent.

**17. INITIAL SCHOOL IMPROVEMENTS.** Church shall, subject to the subsequent provisions of Paragraphs 17 and 18, construct, remove and reconstruct certain improvements as identified herein needed to bring the Premises up to code and for other improvements needed for use of the Premises as identified in Exhibit "A." ("Initial Improvements"). Any Initial Improvements constructed on the Property shall be constructed in accordance with the Construction Standards (defined in Paragraph 18) and in full compliance with any requirements of the Church's Loan (defined in Paragraph 17.2) and the School's Loan (defined in Paragraph 17.3). Church shall be responsible for contracting with all design professionals and contractors utilized to perform the Initial Improvements and ensuring that all design professionals and contractors supply, and maintain in full force and effect, all insurance, and payment and performance bonds required by reason of the Church's Loan and the School's Loan. Church and School agree to work collaboratively and use their best efforts to keep the costs of the Initial

Improvements to an amount less than \$500,000 in total. School shall have the authority, at its sole discretion, to request an expedited timeline for construction of the Initial Improvements and shall be solely responsible for additional costs incurred as a direct result. Except for cost incurred related to an expedited timeline, School and Church shall share jointly and equally in any cost overruns incurred up to the maximum amount contributed by Church.

**17.1 Church's Costs Included in Initial Improvements:** Certain costs specifically incurred by the Church by reason of this Agreement shall be included in the Initial Improvements such as: (a) Church's legal fees up to a maximum of \$10,000 and (b) Church's reasonable expenses incurred up to a maximum of \$3,000 in obtaining the Church's Loan referenced in paragraph 17.2 below. School shall be responsible for paying for all Initial Improvements except that Church shall pay a portion of the Initial Improvements as specifically noted in paragraph 17.2 below.

**17.2 Church's Contribution and Church's Loan:** Church shall pay fifty percent (50%) of the Initial Improvements, up to a maximum gross payment of \$250,000 ("Church's Portion of Initial Improvement Costs"). However, School shall pay the first \$100,000 in Initial Improvements costs, and Church shall pay the next \$100,000 in Initial Improvements costs. Thereafter, Church and School shall share equally in costs up to Church's maximum gross payment. Church anticipates seeking a loan from an accredited lender ("Church's Bank") to fund the Church's Portion of Initial Construction Costs (the "Church's Loan"). Church shall pay its legal fees (up to a maximum of \$10,000) and all required loan costs (up to a maximum of \$3,000) from the proceeds of the Church's Loan at time of closing of the Church's Loan.

School agrees to fully and promptly cooperate with Church in connection with the Church's Loan, including but not limited to: (a) timely providing all financial documentation and other information required by the Church's Bank in order to close and throughout the term of the Church's Loan, (b) timely providing the School's portion of payment for the Initial Improvements due pursuant to a valid invoice through a check issued from the School Construction Account (c) timely providing all currently available construction and architectural information related to the Initial Improvements as may be requested by Church and/or Church's Bank, in its reasonable discretion, (d) entering into written contracts with its design professionals and contractors which meet the requirements of the Church's Bank and Church's Loan, including all insurance and bonding requirements identified in Paragraph 27 and (e) compliance with all other reasonable requirements of the Church's Loan, which shall be incorporated herein as Exhibit "D". For purposes of this section, "timely" shall be defined as within five business days of a written request.

**17.3 School's Contribution and School's Loan:** School shall pay fifty percent (50%) of the costs for Initial Improvements, up to the first \$500,000, and one hundred percent (100%) of the costs of the Initial Improvements exceeding \$250,000 to the extent there are any ("School's Portion of Initial Improvement Costs"). School anticipates seeking a \$200,000 line of credit from an accredited lender (the "School's Bank") to fund a portion of the School's Portion of Initial Improvement Costs (the "School's Loan"). School will fund any remaining portion of the School's Portion of Initial Improvement Costs from cash on hand. As set forth in Section 17.2 above, School agrees to pay the first \$100,000 of costs incurred as a result of Initial Improvements. Church agrees fully and promptly to cooperate with School in connection with

the School's Loan, including but not limited to: (a) timely providing all financial documentation and other information required by the School's Bank in order to close, (b) timely providing the Church's portion of payment for the Initial Improvements, and (c) timely providing all currently available construction and architectural information related to the Initial Improvements as may be required requested by the School's Bank, in its reasonable discretion.

**174 School Construction Account:** The School will establish a separate construction account to fund the School's Portion of Initial Improvement Costs ("School Construction Account") and agrees to deposit an initial \$50,000 into the School Construction Account. As invoices for School's Portion of Initial Improvement Costs are presented to the School, within five (5) business days, the School shall verify that the design and construction work represented by an invoice has been performed in a manner acceptable to the School in its reasonable discretion, and if it has, the School shall fund the School Construction Account in an amount equal to the invoice(s) presented by drawing funds from the School's Loan or by depositing cash on hand, and School shall pay the invoice by check from the School Construction Account. If the design and construction work represented by an invoice has not been performed in a manner acceptable to the School in their reasonable discretion, then the School shall work with the Church to notify the design professional or contractor responsible for the work in order to resolve the issue. The School Construction Account shall be (a) maintained at the School's Bank (b) controlled by School and (c) used solely to fund the Initial Improvements except as provided in Section 17.6. School shall be solely responsible for paying all costs, including legal fees, incurred by Church due to late payment of any design or construction invoices caused by delays in review and/or approval of any invoices by School, except where such delay in approval is the result of a dispute regarding the work or payment amount upon which the invoice is based.

**175 Church Construction Account:** Church will establish a separate construction account to fund Church's Portion of Initial Improvement Costs ("Church Construction Account"). Upon funding of the Church's Loan, Church shall deposit the net proceeds of the Church's Loan into the Church Construction Account, which shall be controlled by Church. The Church Construction Account shall be maintained in compliance with any Church's Loan requirements and shall be used only for the Initial Improvements. If, for any reason, the Initial Improvements are not fully constructed as contemplated by Exhibit "A", or the Church's Portion of the Initial Improvement Costs comprises more than 50% of Initial Improvements, then Church shall have the authority to refund itself any funds which the Church is entitled to recoup under this provision.

**176 Transfer of Remaining School Construction Account Funds and Maintenance of Church Construction Account through August 30, 2017.** Any School funds remaining in the School Construction Account after construction of the Initial Improvements shall be transferred to the Church Construction Account and then disbursed back to School by August 30, 2017 if the Lease is not terminated pursuant to Paragraph 10(a) or (b); otherwise, if termination of the Lease under Section 10(a) or (b) occurs, such funds shall be disbursed to Church as a partial reimbursement of the payback of Church's portion of the Initial Improvements. However, this provision shall not apply if the Lease is terminated by School pursuant to Section 44(a).

**17.7 Church Ownership of All Premises Improvements:** Upon expiration or termination of the Term, the Initial Improvements (excluding the School's Equipment) and all other Improvements to the Premises made during the term of this Lease shall be the property of Church.

**18. CONSTRUCTION STANDARDS AND LIENS.**

**18.1 Standards.** Any Improvements performed by either party, shall be constructed, and any alteration, renovation, repair, refurbishment or other work with regard thereto shall be performed, in accordance with the following standards ("Construction Standards"):

- (a) All such construction or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question. The other party (and also the Church's Bank and the School's Bank for the Initial Improvements) shall have the right, but not the obligation, to approve the contractor selected by constructing party, which approval shall not be unreasonably withheld.
- (b) All such construction or work shall be done in compliance with all applicable deed restrictions, building codes, ordinances and other laws or regulations of Governmental Authorities and in substantial compliance with the Final Plans and specifications prepared by the constructing party's architect.
- (c) No construction or work shall be commenced until all licenses, permits and authorizations required of all Governmental Authorities having jurisdiction are obtained.
- (d) The constructing party shall have obtained and shall maintain in force and effect the insurance coverage required in Paragraph 27, or as required by the terms of the Church's Loan and the School's Loan for the Initial Improvements, with respect to the type of construction or work in question.
- (e) After commencement, such construction or work shall be prosecuted with due diligence to its completion.
- (f) Any contractor engaged to perform the Initial Improvements shall maintain in force and effect the insurance coverage required in Paragraph 27, or as required by the terms of the Church's Loan and the School's Loan as well as payment and performance bonds as such may be required by the terms of the Church's Loan and the School's Loan for the Initial Improvements.

**18.2 Mechanic's and Materialmen's Liens.** School shall have no right, authority or power to bind Church or any interest of Church in the Premises for any claim for labor or for material or for any other charge or expense incurred in constructing any Improvements or performing any alteration, renovation, repair, refurbishment or other work with regard thereto, nor to render Church's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. School shall not be considered the agent of Church in the construction, erection or operation of any such

Improvements. Any interim payment made from the School Construction Account or the Church Construction Account for costs related to the Initial Improvements shall require execution of the Conditional Waiver and Release Notice, attached hereto as Exhibit "E", before any subsequent payment can be issued. Final payment shall require execution of an Unconditional Waiver and Release Notice, attached hereto as Exhibit "F." If any liens or claims for labor or materials supplied or claimed to have been supplied to the Premises are filed, School shall secure the release or discharge thereof.

**183 Approval of Plans and Specifications.** For the Initial Improvements, prior to any substantial change in the interior appearance of the McDonald Classroom building, Church and School shall jointly approve of all interior build out plans.

Notwithstanding the above, School shall make no alterations, decorations, additions or improvements in or to the Premises without Church's prior written consent, and then only by contractor or mechanics approved by Church. All alterations, additions, or improvements upon the Premises, made by either Party, including the McDonald Classroom building, shall become the property of Church and shall remain upon, and be surrendered with the Premises, as a part thereof, at the end of the Term hereof.

**19. ARCHITECTURAL FEES/EXPANSION.** School may expand its use of the McDonald Classroom building over time. At the written request of School, on or before April 1, 2016, Church shall contract for a space plan test fit and simple master plan to determine how School may expand within the Premises. Church and School will jointly share the cost for the space plan and master plan.

**20. RECREATIONAL EXPANSION.** School may contract and pay for the costs of planning and developing additional recreational space in the lower parking lot as shown on Exhibit "B". Church is under no obligation to allow School to use the lower parking lot for recreational use, and such permitted usage may incur additional rental fees.

**21. ADDITIONAL ALTERATIONS OF INTERIOR IMPROVEMENTS.** At any time and from time to time during the Term, School may perform such alteration, renovation, repair, refurbishment and other work with regard to any Improvements as School may elect, provided that the same is done in accordance with the Construction Standards in Paragraph 18 above and only with Church's prior written approval.

**22. MODULARS.** School may have the option to install two (2) modular buildings at a mutually agreed upon location upon the Property, at School's sole expense, upon execution of a mutually agreed upon amendment to this Agreement, which shall include an increase to the monthly rental amount. School shall be solely responsible for build out, maintenance and disposal of the Modulares. Church may, upon notice given at least six months prior to the start of any school year, require School to cease using any Modular on the Property. Upon the earlier of Modular removal, or termination of this Lease, the area surrounding any modular(s) shall be restored to its pre-existing condition.

**23. RESTRICTIONS.** School agrees not to allow the use, possession or storage of tobacco, alcohol, firearms or illegal drugs in or on the Property. Smoking is prohibited in the Premises

and all other physical structures on the Property. The Premises are not to be used for any “for profit” business activities other than educational related activities conducted by School as part of its Charter contract with DeKalb County School System.

**24. BACKGROUND CHECKS AND SECURITY PROTOCOLS.** School and Church will provide proof of insurance, proof of background checks for all faculty and staff who will work on the premises as well as background checks on any adults going on off-site trips with minors. School, including its faculty, staff, guests and invitees will follow Church’s Safe Sanctuary Policy and guidelines at all times while on the Property except where it will impact the delivery of education in the classroom .

**25. ABANDONMENT OF PREMISES.** School agrees not to abandon or vacate the Premises during the term of this Lease and agrees to use the Premises for the purposes herein leased until the expiration hereof.

**26. INDEMNITY AND WAIVER OF CLAIMS.** Except to the extent caused by the gross negligence or willful misconduct of Church or School or any of its trustees, members, principals, beneficiaries, partners, officers, directors, employees, lenders and agents (the " Related Parties"), the Parties hereby waive all claims against and release the other party and its Related Parties from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security services, personnel or equipment, or (e) any matter not within the reasonable control of the other party. Except to the extent caused by the gross negligence or willful misconduct of the other party or its Related Parties, the Parties shall indemnify, defend and hold the other and their Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law) (collectively referred to as "Losses"), which may be imposed upon, incurred by or asserted against the indemnified party or its Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises and/or Property or any acts or omissions (including violations of Law) by the other party.

School agrees to indemnify and hold harmless Church from and against any and all claims, demand, actions, suits or causes of action, including attorney’s fees and other costs of defending against same for loss, damage, or personal injury (including death) arising from the use of the Premises and the Property by School, its staff, faculty, students, members, guests, or invitees.

Church agrees to indemnify and hold harmless School from and against any and all claims, demand, actions, suits or causes of action, including attorney’s fees and other costs of defending against same for loss, damage, or personal injury (including death) arising from the use of the Premises and the Property by Church, its staff, faculty, students, members, guests, or invitees.

**27. INSURANCE.** School shall maintain in full force and effect the following insurance ("School's Insurance"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00, covering its use and occupancy of the Premises; (b) Property/Business

Interruption Insurance written on an All Risk or Causes of Loss-Special Form, with coverage for broad form water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of School's fixtures, equipment, movable partitions, furniture, and other personal property within the Premises ("School's Property") and any Leasehold Improvements performed by or for the benefit of School; (c) Workers' Compensation Insurance in amounts required by Law; and (d) Employers Liability Coverage of at least \$1,000,000 per occurrence.

Any company writing School's Insurance shall have an A.M. Best rating of not less than A-. All Commercial General Liability Insurance policies shall name as additional insureds Church, any lender of Church and their respective trustees, officers, directors, employees, agents, attorneys, members, principals, beneficiaries, partners, and other designees of Church and its successors as the interest of such designees shall appear. All policies of School's Insurance shall contain endorsements that the insurer(s) shall endeavor to give Church and its designees at least 30 days advance written notice of any cancellation, termination, material change or lapse of insurance. School shall provide Church with a certificate of insurance evidencing School's Insurance prior to the date School is provided with possession of the Premises to perform design and build out pursuant to Paragraph 3.1 above, and thereafter as necessary to assure that Church always has current certificates evidencing School's Insurance.

**28. SUBROGATION.** Church and School hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to School's Property, School Improvements, the Property, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

**29. SUBORDINATION.** At the option of Church, School agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the "Security Deeds") affecting the Premises, and School shall promptly execute and deliver to Church such certificate or certificates in writing as Church may request, showing the subordination of the Lease to such Security Deeds, and in default of School so doing, Church shall be and is hereby authorized and empowered to execute such certificate in the name of and as the act and deed of School, this authority being hereby declared to be coupled with an interest and to be irrevocable. School shall upon request from Church at any time and from time to time execute, acknowledge and deliver to Church a written statement certifying as follows: (A) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (B) that to the best of its knowledge there are no uncured defaults on the part of Church (or if any such default exists, the specific nature and extent thereof); (C) the date to which any rent and other charges have been paid in advance, if any; and (D) such other matters as Church may reasonably request. For purposes of this paragraph only, School irrevocably appoints Church as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of School, any document or instrument provided for in this paragraph.

**30. ESTOPPEL CERTIFICATE.** At any time and from time to time, School shall execute, acknowledge, and deliver to Church and to such assignee, mortgagee or other party as may be

designated by Church, a certificate (in a form to be specified by Church) stating: (i) that by such certificate the Lease is ratified; (ii) the commencement date and the date on which School entered into occupancy of the Premises; (iii) the amount of the monthly portion of base rent and additional rent payable hereunder; (iv) that the Lease (and any modifications) represents the entire agreement between the parties as to the Premises and is in full force and effect; (v) the expiration date; (vi) that, as of the date of the certificate, there are no defaults by Church or School under the Lease; (vii) the amount of base rent and security deposit which has been deposited with Church; (viii) the month and year through which base rent and additional rent have been paid; (ix) that no actions, voluntary or involuntary, are pending against School under the bankruptcy laws of the United States or any State thereof; (x) that the person executing the certificate is duly authorized to execute the same on behalf of School, and that the certificate is and shall be binding on School, its successors and assigns; (xi) that School has not requested any repairs or replacements to the Premises or any other part of the Project that are Church's responsibility under the Lease and that have not been completed; and (xii) such other matters relating to the Lease as requested by Church. If School fails to deliver such certificate to Church within ten (10) days after written request by Church or to identify its objection(s) to same, School shall be deemed to have approved the contents of the certificate as submitted to School by Church at the time of the written request therefore, and Church is hereby authorized to so certify. School hereby expressly acknowledges and agrees that Church, any such assignee, mortgagee or other party shall be entitled to rely upon the certificate so certified by Church or any certificate delivered by School hereunder.

**31. QUIET ENJOYMENT.** So long as School observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

**32. NO ESTATE IN LAND.** This Lease shall create the relationship of Church and School between the Parties hereto. No estate shall pass out of Church. School has only a usufruct not subject to levy and sale, and not assignable by School except by Church's consent.

**33. HOLDING OVER.** If School remains in possession of the Premises after expiration of the term hereof, with Church's acquiescence and without any express agreement of the parties, School shall be a tenant at will at the monthly rental which is in effect at the end of this Lease in accordance with Paragraph 5 above and there shall be no renewal of this Lease by operation of law. If School remains in possession of the Premises after expiration of the term hereof without Church's acquiescence, School shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 5 above shall for each month, or fraction thereof during which School so remains in possession of the Premises, be 150% of the monthly rental which is in effect at the end of this Lease in accordance with Paragraph 5 and there shall be no renewal of this Lease by operation of law.

**34. ATTORNEY'S FEES.** In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Church or School, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding, in an amount at least equal to fifteen percent of any damages due from the non-prevailing party. Furthermore, the Parties agree to pay the other party's attorney's fees

and expenses if it is made a party to litigation because of its being a party to this Lease and when it has not engaged in any wrongful conduct itself.

**35. RIGHTS CUMULATIVE.** All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

**36. WAIVER OF RIGHTS.** No failure of Church to exercise any power given Church hereunder or to insist upon strict compliances by School of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Church's right to demand exact compliance with the terms hereof.

**37. DESTRUCTION OF OR DAMAGE TO PREMISES.** If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Church and School as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed and Church shall, at its sole option, restore the Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

**38. GOVERNMENTAL ORDERS.** School agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of School's occupancy of the Premises. Church agrees to comply promptly with any such requirements if not made necessary by reason of School's occupancy. It is mutually agreed, however, between Church and School, that if in order to comply with such requirements, the cost to Church or School, as the case may be, shall exceed a sum equal to one year's rent, then Church or School who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party by certified mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the Party giving such notice of termination shall, before termination becomes effective, pay to the Party giving notice all cost of compliance in excess of one year's rent, or secure payment of such sum in manner satisfactory to the Party giving notice.

**39. CONDEMNATION.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then in either of such events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Church and School as of such date. Such termination, however, shall be without prejudice to the rights of either Church or School to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither School nor Church shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

**40. ASSIGNMENT AND SUBLETTING.** School shall not, without the prior written consent of Church, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than School. Consent to any assignment or sublease shall not impair this provision and all later

assignments or subleases shall be made likewise only on the prior written consent of Church. The assignee of School, at the option of Church, shall become liable to Church for all obligations of School hereunder, but no sublease or assignment by School shall relieve School of any liability hereunder.

**41. EVENTS OF DEFAULT BY SCHOOL.** The happening of any one or more of the following events (hereinafter any one of which may be referred to as an ("Event of Default")) during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the School: (A) School fails to pay the rent as provided for herein; (B) School abandons or vacates the Premises; (C) School fails to comply with or abide by and perform any other obligation imposed upon School under this Lease; (D) School is adjudicated bankrupt; (E) a permanent receiver is appointed for School's property and such receiver is not removed within sixty (60) days after written notice from Church to School to obtain such removal; (F) School, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under the present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (G) School makes an assignment for benefit of creditors; or (H) School's effects are levied upon or attached under process against School, which is not satisfied or dissolved within thirty (30) days after written notice from Church to School to obtain satisfaction thereof.

**42. REMEDIES UPON DEFAULT BY SCHOOL.** Upon the occurrence of an Event of Default, Church, in addition to any and all other rights or remedies it may have at law or in equity shall provide notice of Default and, if such Default is not cured within thirty (30) days of such notice, have the following remedies: Church may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of School under this Lease and in and to the Premises shall expire and terminate, and School shall remain liable for all obligations under this Lease arising up to the date of such termination and School shall surrender the Premises to Church on the date specified in such notice.

**43. EVENTS OF DEFAULT BY CHURCH.** The happening of the following event (hereinafter any one of which may be referred to as an ("Event of Default")) during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Church: (a) failure to obtain a commitment letter for a loan of \$250,000 for the Initial Improvements from the Church's Bank by June 30, 2015; or (b) failure to comply with any obligation under the Lease within thirty (30) days following written notice from School.

**44. REMEDIES UPON DEFAULT BY CHURCH.** Upon the occurrence of an Event of Default, School, in addition to any and all other rights or remedies it may have at law or in equity shall have the following remedies:

- (a) For a default under Section 43(a), School may terminate the Lease immediately without further obligation other than paying 50% of the Initial Improvements costs incurred as of June 30, 2015; or

(b) For a default under Section 43(b), School may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Church under this Lease shall expire and terminate other than the Church's right to receive all rental payments due pursuant to paragraph 5 and any early termination payments due pursuant to paragraph 10, except that School shall have authority to abate its rental payments based on costs incurred as a result of Church's default under this paragraph.

**45. NON RESIDENTIAL USE.** School acknowledges that the Premises are to be used for commercial purposes, and School expressly waives the protections and rights set forth in Official Code of Georgia Annotated Section 44- 7-52.

**46. LEGAL OBLIGATIONS.** School hereby acknowledges its legal obligation to pay agreed upon rent or other charges or sums payable by School on time and every month regardless of any other debt or responsibilities School may have, or the failure to receive funding from any governmental source. School agrees it is fully liable for any back rent owed. Failure to pay the monthly rent as provided in Paragraph 5 in a timely manner may result in the initiation of immediate dispossessory action following notice of Default pursuant to Paragraph 42 by Church, as well as any and all other legal and equitable remedies available to Church. Further, the covenants contained in the Lease, once breached, cannot afterward be performed; and dispossessory proceedings may be commenced without further notice beyond what is otherwise required herein. School acknowledges that defaulting on this Lease could result in a judgment being filed against it and a lien being filed against current and future assets and /or earnings.

**47. COMPLIANCE WITH LAWS.** School shall comply with all laws, rules, regulations and requirements of all governmental bodies whether Federal, State, County or Municipal. School shall hold Church harmless from all of such matters including all code enforcement violations caused by School.

**48. QUARTERLY MEETINGS.** Church and School agree to meet quarterly or as necessary to review performance issues.

**49. NOTICES.** Any written notices contemplated by this Agreement shall be delivered as follows:

Church Representative, Walter Elliott, Trustees Chairperson, Briarcliff United Methodist Church, 4105 Briarcliff Rd., NE, Atlanta, GA 30345 with a cc: to Jeff Johnson at [jajesq@att.net](mailto:jajesq@att.net) either and either (a) if on or before July 1, 2015, to Pastor Nanci Hicks at [Nhicks@briarcliffumc.com](mailto:Nhicks@briarcliffumc.com), or (b) if after July 1, 2015, to Richard Puckett at [RPuckett@briarcliffumc.com](mailto:RPuckett@briarcliffumc.com) or the then current pastor; and

With copy to: Lynn C. Stewart  
Schreeder, Wheeler & Flint, LLP  
1100 Peachtree Street, Suite 800  
Atlanta, Georgia 30309

lstewart@swflp.com

School Representative, JC Boyanton, Board Chair, The GLOBE Academy, 2225 Heritage Dr NE, Atlanta, GA 30345 with a cc: Christi Elliot-Earby or then then current principal: [celliot-earby@theglobeacademy.net](mailto:celliot-earby@theglobeacademy.net); and

With copy to: Robert L. Fortson  
McGuireWoods LLP  
1230 Peachtree Street, Suite 2100  
Atlanta, Georgia 30309  
rfortson@mcguirewoods.com

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. Certified Mail, return receipt requested, postage prepaid or a nationally recognized overnight courier with delivery tracking. All notices shall be effective upon delivery. Any party may change his notice address upon written notice to the other parties.

**50. WAIVER OF JURY TRIAL. CHURCH AND SCHOOL HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF CHURCH AND SCHOOL, SCHOOL'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE.** The waiver of trial by jury in the immediately preceding sentence is voluntarily and intentionally made by Church and School.

**51. BROKERAGE COMMISSION.** School has engaged Colliers International Atlanta as its exclusive brokerage firm, representing School in this transaction and shall be compensated by School.

**52. AUTHORITY.** Church and School hereby represent to the other that: (i) Church is a duly authorized and existing Georgia corporation and School is a duly authorized and existing Georgia corporation, (ii) each has full right and authority to enter into this Lease, (iii) each person signing on behalf of the Church and School are authorized to do so, and (iv) the execution and delivery of this Lease by Church and School will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which either Church or School is a party or by which either such party may be bound.

**53. ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Church or School unless reduced to writing and signed by Church and School.

**54. HEADING AND CAPTIONS.** The headings and captions of this Lease are for convenience only and are not a part of this Lease, and do not in any way define, limit, describe or amplify the terms or provisions of this Lease or the scope of intent hereof.

**55. SEVERABILITY.** If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

**56. TIME OF ESSENCE.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

**57. SURVIVAL.** Any terms and provisions of this Lease pertaining to rights, duties or liabilities extending beyond the expiration or termination of this Lease shall survive the end of the Term.

**58. GOVERNING LAW.** This Lease shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVING EXECUTED THIS AGREEMENT, THE DAY AND YEAR FIRST WRITTEN ABOVE.

Witness

Church

Briarcliff United Methodist Church, Inc.

DocuSigned by:

*Jeff Johnson*

6CA9DE2218744CD Jeffrey A. Johnson

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

Title: Chair, Executive Committee

Date \_\_\_\_\_

Witness

School

The GLOBE Academy, Inc.

DocuSigned by:

*JC Boyanton*

ECF769B50FA2443 JC Boyanton

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

Title: Board Chair

Date \_\_\_\_\_

EXHIBIT A - FLOORPLANS OF MCDONALD CLASSROOM BUILDING

EXHIBIT B - SITE MAP – SHOWING LOWER PARKING LOT

EXHIBIT C- CUSTODIAL AND UTILITY FEES

EXHIBIT D – CHURCH’S LOAN REQUIREMENTS

EXHIBIT E – CONDITIONAL WAIVER AND RELEASE

EXHIBIT F – UNCONDITIONAL WAIVER AND RELEASE



**Mobile Modular Management Corporation**  
 4301-C Stuart Andrew Blvd.  
 Charlotte, NC 28217  
 Phone: (678) 714-0744 Fax: (704) 519-4001  
 www.MobileModularAents.com

**Lease Agreement**

Contract: 251000397.1  
**Contract Term: 12 Months**  
 Date Printed: 04/16/2014  
 Start Rent Date: 07/01/2014

Customer & Site Information		Mobile Modular Contact
<b>Customer Information:</b> <b>The Globe Academy</b> 2225 Heritage Drive Northeast Atlanta, GA 30345 Elizabeth Wilson	<b>Site Information:</b> The Globe Academy 2225 Heritage Drive Northeast Atlanta, GA 30345 Elizabeth Wilson Customer <b>PO/Reference:</b> Exp:// By:	Questions?  Please Contact: Andrew Redeker Andrew.Redeker@MobileModularRents.com Direct Phone: (678) 714-0744 All other inquiries: (678) 714-0744

Product Information	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 28x65 MS (Item1862)M0DP0 D <i>MOD POD 110MPH Wind Load. Size excludes 4' towbar.</i>		\$2,350.00	\$1,235.00	N
ANT, Ramp <i>This is 1 ramp/step combo and a step off the other</i>		\$525.00	\$525.00	N
Classroom, 28x65 MS (Item1862)M0OP0 D <i>MOD POD 110MPH Windload. Size excludes 4' towbar.</i>		\$1,235.00	\$1,235.00	N
ANT, Ramp <i>This Is 1 ramp/step combo and a step off the other</i>		\$525.00	\$525.00	N

Charges Upon Delivery:	Qty	Item	Monthly Rent	Extended Monthly Rent	Taxable
<b>Classroom, 28x65 MS (Item1862)MODPOD</b>					
Additional Labor, rental of machine	1		\$3,000.00	\$3,000.00	N
Block and Level Building (85)	1		\$2,150.00	\$2,150.00	N
Delivery Haulage 14 wide	2		\$500.00	\$1,000.00	N
ANT, Ramp Install	1		\$2,000.00	\$2,000.00	N
				\$8,150.00	
<b>Classroom, 28x65 MS (Item1862)MODPOD</b>					
Additional Labor, rental of machine			\$3,000.00	\$3,000.00	N
Block and Level Building (BS)	1		\$2,150.00	\$2,150.00	N
Delivery Haulage 14 wide	2		\$500.00	\$1,000.00	N
ANT, Ramp Install	1		\$2,000.00	\$2,000.00	N
				\$8,150.00	

**Taxes on One-Time Charges:** \$0.00  
**Estimated Charges upon Delivery (Incl Taxes):** \$16,300.00  
**First Months Rent (Incl Taxes):** \$3,520.00  
  
**Security Deposit:** \$0.00

Charges Upon Return:	Qty	Item	Monthly Rent	Extended Monthly Rent	Taxable
<b>Classroom, 28x65 MS (Item1862)MODPOD</b>					
Prepare Equipment For Removal (BS)	1		\$1,850.00	\$1,850.00	N
Return Haulage 14 wide	2		\$500.00	\$1,000.00	N
RNT, Ramp Removal	1		\$1,500.00	\$1,500.00	N
				\$4,350.00	
<b>Classroom, 2.8 x65MS (Item1862)MODPOD</b>					
Prepare Equipment For Removal (85)	1		\$1,850.00	\$1,850.00	N
Return Haulage 14 wide	2		\$500.00	\$1,000.00	N
ANT, Ramp Removal	1		\$1,500.00	\$1,500.00	N



Mobile Modular Management Corporation  
 4301-C Stuart Andrew Blvd.  
 Charlotte, NC 28217  
 Phone: (678) 714-0744 Fax: (704) 519-4001  
 www.MobileModularRonts.com

## Lease Agreement

Contract: 251000397.1  
**Contract Term: 12 Months**  
 Date Printed: 04/16/2014  
 Start Rent Date: 07/01/2014

### Special Notes

### Special Terms II. Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings and for containers with offices. No minimum cleaning charge applies for storage containers. If assessed, cleaning charges will be based on the condition **OR** the returned unit
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for setup or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by lessor
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- Property taxes will be billed where applicable.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

### Insurance Requirement

Please send, or have your Insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional Insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item Code	Ins. Value
1862	\$85,070.00

MS (Item 1862) M00 P0 D 1  
 Classroom, 28x65 MS (Item 1862) M0 DP0 D 1



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**Lease Agreement**

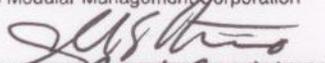
Contract: 251000397.1  
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**Incorporation by Reference**

The Supplemental Lease Terms and Conditions and Additional Advisory Information for Lessee or Buyer provisions are hereby incorporated by reference in its entirety, as updated from time to time by Lessor, in its sole discretion, and can be reviewed in the a-Customer Services section or the Lessor's website at (<http://www.MobileModularRents.com/ContractTerms>). The Lessee hereby confirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions and Additional Advisory Information.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation, as lessor (the "Lessor") and lessee ("Lessee", as described above in the section titled "Customer Information" hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the abovesigned Lessee.

<p><b>LESSOR:</b>          Mobile Modular Management Corporation</p> <p>By: </p> <p>Name: Paul Crabtree          Title: Ops Mgr          Date: 5/9/14</p>	<p><b>LESSEE:</b>          The Globe Aced::</p> <p>By: </p> <p>Name: Jis          Date: 5/9/14</p>
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ATTACHMENT A

LEASE TERMS AND CONDITIONS

**1. LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the "Equipment") on the terms and conditions set forth herein. Each such Lease Agreement (an "Agreement") and the lease provisions on the Lessor's Website at (<http://www.MobileModularRents.com>) (the "Incorporated Provisions"), to the extent incorporated by reference into such Agreement, together with these Lease Terms and Conditions (the "Lease Agreement"), to the extent incorporated by reference into such Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in such Agreement under "Product Information". Capitalized terms used but not defined in this Master Lease Agreement shall have the meanings set forth in the applicable Agreement. In the event of a conflict between this Master Lease Agreement or the Incorporated Provisions and the Agreement, the Agreement shall control.

**2. LEASE TERM.** The Lease shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "Lease Term"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. Lessee shall have no right to terminate the Lease prior to the expiration of the Lease Term; provided that, in the event that Lessee surrenders the Equipment to Lessor prior to the completion of the Lease Term, the Lease Term shall cease upon the later to occur of (I) the date when Lessee shall have complied with and (II) Lessee has paid to Lessor a nearly termination fee to be determined by Lessor in its sole discretion. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

**3. RETURN OF EQUIPMENT.** Regardless of the stated lease term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment (except that Equipment consisting of containers requires only 10 days' notice). Please review the Incorporated Provisions on the website at (<http://www.MobileModularRents.com>) for the conditions under which the Equipment must be returned.

**4. HOLDING OVER; LEASE EXTENSION.** If Lessee (a) fails to notify Lessor of the intended return of Equipment as required under Section 4(a) of the Incorporated Provisions, (b) fails to prepare the Equipment for dismantle as required under Section 4(a) of the Incorporated Provisions or (c) fails to pay the charges upon return as required under Section 4(b) of the Incorporated Provisions, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such extended Lease Term, which revised rental rate shall constitute the Monthly Rent for such extended Lease Term following completion of the



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**Lease Agreement**

Contract: 251000397.1  
**Contract Term: 12 Months**  
 Date Printed: 04/16/2014  
 Start Rent Date: 07/01/2014

initial Lease Term. Dismanillo, chorgos upon return and other charges related to the return of the Equipment may also be revised by Lessor for such extended Lease Term.

**5. LESSEE AGREEMENTS.** Lessee agrees that:

- (a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and
- (b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notice of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes. If Lessee determines that repairs to the Equipment are needed, Lessee shall grant **access** for said repairs. Lessor shall bear the expense of any repair & that it determines are needed to achieve normal wear and tear; the cost of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. **Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.**

**6 SECURITY DEPOSIT.** Upon the signing of any Agreement, Lessee shall provide to Lessor the Security Deposit specified in such Agreement. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations; **under Section 12** if an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor, in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of monies owed to Lessor under the Lease. Thereafter, in the event of a Default has occurred and is continuing and Lessee has complied with Section 12, Lessor shall return to Lessee any remaining balance of the Security Deposit.

**7. ASSIGNMENT.** Lessee will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to any Lease or the Equipment, whether voluntarily or involuntarily, without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or hypothecation, whether voluntary or involuntary, shall be null and void, and upon any such attempted assignment, conveyance, transfer, or hypothecation, Lessor may, at its option, terminate the Lease. Lessor may, at its option and without the prior approval of Lessee, assign, transfer, convey, or hypothecate its interest or any part thereof, in and to the Lease. It is understood and agreed by Lessee that Lessor may be acting as an agent for the true owner of the Equipment (the "Principal"), and that such Principal, if any, shall have all the rights and protection of Lessor hereunder.

**8 PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other places Lessor may from time to time designate to Lessee in writing) each payment specified herein on an invoice basis, without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lease may be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. If any payment is not received by Lessor within five (5) days from the date due, Lessee shall pay Lessor interest at the rate of EIGHTEEN PERCENT (180/0) per annum (or at the maximum allowed permitted by applicable law, if less) on such payment until received. In order to reimburse Lessor for its administrative expenses, Lessee shall also pay a flat charge of TWENTY-FIVE (\$25.00) for each delinquent payment each and every month that such payment(s) remain(s) delinquent, **1) t J,,ks Pmf .Je. f30 t**

**9. TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the owner of the Equipment, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease. If Lessee fails to pay taxes and charges as required by this Section, Lessor shall have the right, but not the obligation, to make such payments. **in the event that Lessee fails to make any such payments Lessee shall reimburse Lessor for such costs as deemed appropriate by Lessor and invoiced by Lessor.**

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**10. LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to **Section 12(b)**, should the Equipment be damaged by Lessee, Lessee shall be responsible for the repair, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this paragraph.

**11 INSURANCE**

(a) Lessee shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay an annual premium for liability insurance (minimum of \$1,000,000 per occurrence), naming Lessee as additional insured. All insurance shall be in a form and with a company satisfactory to Lessor, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. **Lessee shall be bound to Lessor's insurance policy, even if done of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied to the replacement, restoration or repair of the Equipment or to the payment of Lessee's obligations under the lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased.**

(b) Should Lessee fail to provide satisfactory proof of insurance prior to delivery of Equipment or at any time during the Lease Term, Lessor shall have the right, but not the obligation, to obtain such insurance and/or make such payments. In the event that Lessor makes such



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**Lease Agreement**

Contract: 251000397  
**Contract Term : 12 Months**  
 Date Printed: 04/16/2014  
 Start Rent Date: 07/01/2014

payment(s), Lessee shall reimburse Lessor for such Insurance as deemed appropriate by Lessor and as Invoiced by Lessor. In any event, Lessor will not and does not provide Insurance for any of Lessee's personal property that may be in or on any Equipment.

**12. WAIVER AND INDEMNIFICATION.**

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to real property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, maintenance, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind, including but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages, whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with these services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, settlements or penalties (collectively, "Claims") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5.8, 10 and 5(QC)) of the Incorporated Provisions, and Sections Hand S hereto, and (iii) any then or destructive or damage to the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

**13. EVENTS OF DEFAULT.**

(e) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee of Section 7.3 default by Lessee in the performance of any obligation, covenant or condition contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, (5) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (6) Lessee's dissolution, termination, reorganization, liquidation, insolvency, or business failure, or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any ability for suit, action or other proceedings by Lessee; (4) direct Lessee to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) sell or lease the Equipment or any part thereof by public or private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee (11 notice of sale is required by law, notice in writing not less than ten (10) days prior to the date thereof shall constitute reasonable notice to Lessee), (7) proceed by appropriate action in law or equity to enforce performance by Lessee of the terms of the Lease or to recover damages in excess of the breach hereof, (8) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (9) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including an attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period), and (iv) the replacement cost of any item of Equipment in which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

**14. OWNERSHIP AND MARKING OF EQUIPMENT** Title to the Equipment shall remain in Lessor (or its Principal). Excepting only as may be granted in a separate writing signed by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitution, accessories or parts, whether placed in or upon the Equipment or not, which or made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

**15. COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other court, hearings as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the



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**Lease Agreement**

~~Contract: 251000397.1~~  
**Contract Term: 12 Months**  
 Date Printed: 04/16/2014  
 Start Rent Date: 07/01/2014

cost or all license and registration fees and renewals thereof.

16. **GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws provisions.

17. **JURISDICTION.**

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuits brought by Lessor or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. **MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the institution of any adjudicative action or proceeding, including filing a lawsuit, to resolve all the claims, disputes or controversies between Lessor and Lessee. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no legal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. **MISCELLANEOUS.** Terms of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The enforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

22. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 7/20/11



# Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

[www.MobileModularRents.com](http://www.MobileModularRents.com)

## Contract Addendum

Date: 5/15/2015

**Customer :** The Globe Academy  
**Billing Address:** 2225 Heritage Drive Northeast  
**City/State/Zip:** Atlanta, GA 30345

**Project Name :** The Globe Academy  
**Site Address :** 2225 Heritage Drive Northeast  
**City/State/Zip:** Atlanta, GA 30345

**Attn:** Denise Clayton-Purvis  
**Phone :** 404-638-6943  
**Fax:**  
**E-mail:** [cfo@theglobeacademy.net](mailto:cfo@theglobeacademy.net)

This will serve as an addendum to the contract agreement entered into between **The Globe Academy** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

**ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.**

**Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.**

### Renewal Information

Contract No.	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
251000397	12	7/1/2014	66355	Classroom, 28x65 Modpod	7/1/2015	7/1/2017	24	\$1,235.00
251000397	12	7/1/2014	66356	Classroom, 28x65 Modpod	7/1/2015	7/1/2017	24	\$1,235.00
251000397	12	7/1/2014		RNT, Ramp	7/1/2015	7/1/2017	24	\$525.00
251000397	12	7/1/2014		RNT, Ramp	7/1/2015	7/1/2017	24	\$525.00

- Rental rates do not include any applicable taxes. Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

### Additional Contract Addendum Notes:

ASSIGNMENT:

Paul Crabtree  
Printed Name

Operations Manager Mid-Atlantic Region  
Title

Signature

5/15/2015  
Date

**The Globe Academy**

Printed Name

Title

Signature

Date

Call (704)519-4003 with any questions or comments, ask for **Paul Crabtree**

**Thank you for contacting Mobile Modular.**

\*\*Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.

## **EXHIBIT 21**

Attach a copy of the school's Certificate of Occupancy.



DeKalb County  
Department of Planning & Sustainability

Non-Residential Certificate of Occupancy

Installation or modification to signs at this location requires a separate Sign permit.

**Project**

Type: Non-Residential Permit Number: 1043888400 Project: GLOBE ACADEMY  
Work Type: ALTERATIONSTOEXISTINGSTRUCT Construction Type: N/A  
Occupancy Type: SCHOOLS, PUBLIC OR PRIVATE  
Maximum Occupancy Load

**Property**

Address: 4105 BRIARCLIFF RD ATLANTA, GA 30345 Parcel ID: 18 232 02 001 Lot#: 06  
Zoning: R-100 Rezoning: N/A Land Use: SUB Census: 217.06 District: 02 06

**Applicant**

Owner: BRIARCLIFF METHODIST CHURCH Address: 4105 BRIARCLIFF RD NE ATLANTA, GA 30345  
Tenant: N/A Address: N/A

The structure has been inspected for compliance with the requirements of all codes for the occupancy and division of occupancy and the use for which the proposed occupancy is classified and the structure has been erected, to the best of the county's knowledge and belief, in compliance with all applicable county codes at the time of issuance of this certificate of occupancy. Occupancy shall be limited to the area defined by the building permit indicated above for which this certificate is issued.

In accordance with chapter 7, article ii, division 3, section 7-33(f) of the DeKalb county code, this certificate may be revoked by the director of development or his/her duly authorized representative for either one or more of the following:

- (1) changes or alterations in the type of permitted use or occupancy without approval.
- (2) changes or violations of the conditions of the certificate without approval.
- (3) alterations, additions, or improvements to the building, structure, or systems without approval.

**Special Stipulations and/or Conditions (If Applicable)**

Date: 02/18/2016

Issued By:

Permits, Zoning & Plans Review Supervisor



**DeKalb County  
Department of Planning & Sustainability**

**Non-Residential Certificate of Occupancy**

Installation or modification to signs at this location requires a separate Sign permit.

**Project**

Project Type: Non-Residential Permit Number: 043843820

Project: THE GLOBE ACADEMY

Work Type: ALTERATIONS TO EXISTING STRUCTURE

Construction Type: N/A

Occupancy Type: SCHOOLS, PUBLIC OR PRIVATE

Maximum Occupancy Load

**Property**

Address: 2225 HERITAGE DR ATLANTA, GA 30345-

Parcel ID: 1820501097 Lot#:

Zoning: R-100

Rezoning: N/A

Land Use: COS

Census: 216.01

District: 02

06

**Applicant**

Owner: DEKALB BOARD OF EDUCATION Address: 3770 N DECATUR RD DECATUR, GA 30032

Tenant: N/A

Address: N/A

The structure has been inspected for compliance with the requirements of all codes for the occupancy and division of occupancy and the use for which the proposed occupancy is classified and the structure has been erected, to the best of the county's knowledge and belief, in compliance with all applicable county codes at the time of issuance of this certificate of occupancy. Occupancy shall be limited to the area defined by the building permit indicated above for which this certificate is issued.

In accordance with chapter 7, article ii, division 3, section 7-33(f) of the DeKalb county code, this certificate may be revoked by the director of development or his/her duly authorized representative for either one or more of the following:

- (1) changes or alterations in the type of permitted use or occupancy without approval.
- (2) changes or violations of the conditions of the certificate without approval.
- (3) alterations, additions, or improvements to the building, structure, or systems without approval.

**Special Stipulations and/or Conditions (If Applicable)**

Date: 0812012014

Issued By:

**Permits, Zoning & Plans Review Supervisor**



DeKalb County  
Department of Planning & Sustainability

DV240

Non-Residential Certificate of Occupancy

Installation or modification to signs at this location requires a separate Sign permit.

**Project**

Project Type: Non-Residential Permit Number: I043843820 Project: GLOBE ACADEMY  
Work Type: ALTERATIONS TO EXISTING STRUCTURE Construction Type: N/A  
Occupancy Type: SCHOOLS, PUBLIC OR PRIVATE  
Maximum Occupancy Load :

**Property**

Address: 2225 HERITAGE DR ATLANTA, GA 30345- Parcel ID: 18 205 01 097 Lot#: 06  
Zoning: R-100 Rezoning: N/A Land Use: COS Census: 216.01 District: 02 06

**Applicant**

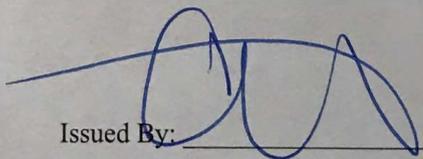
Owner: DEKALB BOARD OF EDUCATION Address: 170 I MOUNTAIN INDUSTRIAL BLVD STONE MOUNTAIN, GA 30083  
Tenant: N/A Address: N/A

The structure has been inspected for compliance with the requirements of all codes for the occupancy and division of occupancy and the use for which the proposed occupancy is classified and the structure has been erected, to the best of the county's knowledge and belief, in compliance with all applicable county codes at the time of issuance of this certificate of occupancy. Occupancy shall be limited to the area defined by the building permit indicated above for which this certificate is issued.

In accordance with chapter 7, article ii, division 3, section 7-33(f) of the DeKalb county code, this certificate may be revoked by the director of development or his/her duly authorized representative for either one or more of the following:

- (1) changes or alterations in the type of permitted use or occupancy without approval.
- (2) changes or violations of the conditions of the certificate without approval.
- (3) alterations, additions, or improvements to the building, structure, or systems without approval.

**Special Stipulations and/or Conditions (If Applicable)**

Issued By: 

Date: 0812012014

**Permits, Zoning & Plans Review Supervisor**

## **EXHIBIT 22**

Attach a copy of the facility's Emergency Safety Plan.

SAFE SCHOOL PLAN  
School Year 2016-2017

SAFE SCHOOL EMERGENCY PLANNING COMMITTEE

Principal	: Christi Elliott-Earby	Phone No.:	404-446-7953
Asst. Principal:	Susan Malloway	Phone No.:	678-471-8489
Asst. Principal:	Judy Limor	Phone No.:	404-580-1568
Other Staff	: Patti Thornton	Phone No.:	404-985-6281
Other Staff	: Denise Clayton-Purvis	Phone No.:	404-327-7754
Counselor	: Ashley Witeczaek	Phone No.:	404-7134698
Teacher	: Ashley Church (counselor)	Phone No.:	404-216-1789
Teacher	: Lindsay Mann	Phone No.:	678-907-4204
Custodian	: Pam Lyons	Phone No.:	404-438-5391
Student	: N/A		
Parent	: N/A		
Law Enforcement:	Mark Bollingger		
Fire Department:	N/A		
Other	: Chris Corso		
Other	: Marcus Greene		
Other	: Cherrie Morgan		
Other	: Lindsay Reese		
Other	: N/A		

SAFE SCHOOL PLAN  
School Year 2016-2017

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): 08/17/2016    August(2): 08/31/2016    September: 09/19/2016  
October : 10/13/2016    November : 11/14/2016    December : 12/06/2016  
January : 01/20/2017    February : 02/15/2017    March : 03/13/2017  
April : 04/11/2017    May : 05/10/2017

Identify primary and secondary relocation sites if evacuation  
from the campus is necessary:

Primary	Echo Ridge Swim Club	Grades	K-3
Primary	Shallowford Presbyterian	Grades	4-6
Secondary	Lakeside High School	Grades	K-3
Secondary	Lakeside High School	Grades	4-6

Tornado Drill(s):

First Semester Date: 09/20/2016    Second Semester Date:  
Second Semester Drill is  
the Statewide Drill in  
February of Each Year.

Intruder (Lockdown) Drills:

First Semester Date: 08/26/2016    Second Semester Date: 01/30/2017

Type of Lockdown:    Type of Lockdown:

SAFE SCHOOL PLAN  
School Year 2016-2017

STAFF EMERGENCY ASSIGNMENTS

Designated staff to prepare and maintain the Emergency Kits:  
Patti Thornton Jen Milarker

Designated staff to contact Regional Superintendent:  
Christi Elliott-Earby Denise Clayton-Purvis

Designated staff to identify missing/absent students and staff:  
Susan Mellage Pat Ferguson  
Meghan Cottrell Becca Vestal-Mashburn

Designated staff to locate and identify the injured/sick:  
Lindsay Reese Cherrie Morgan  
Bree Lorenzo Brain Gay  
Stephanie Gill

Designated staff to accompany injured/sick to medical facilities:  
Lindsay Reese Giselle Price  
Mallory White April Lambiotte  
Kristin Mitchell

Identified staff trained in First Aid and CPR:  
Lindsay Reese Cherrie Morgan  
Chris Corso Omya Selah

Designated staff to handle telephone calls:  
Susan Malloway Judy Limor  
Lindsay Mann

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.

Susan Malloway Judy Limore  
Lauren Huleatt Ashley Church  
Ashley Witechezk

Designated staff to show emergency personnel utility and ventilation shutoffs:  
Pam Lyons Tyler

Designated staff to assist with pedestrian traffic and on-campus vehicle traffic:  
Michael Sanders Marcus Greene  
Sandra Daniel

Designated staff to make temporary ID badges for staff and emergency personnel:  
Joan Marks Heather Jacobsen

Name(s) of person(s) to contact after hours for after-school/extra curricular activities and programs:  
Heidi Powell Ally Brunner  
Jeanine Ndayaremwa

SAFE SCHOOL PLAN  
School Year 2016-2017

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
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
List of students on off-campus trips	Yes
Five sets of safety gloves	Yes
Floor Plan of the building	Yes
Site Plan of the grounds and surrounding areas	Yes
Copies of photographs of the building(interior and exterior)	Yes
Copies of student and staff emergency contact/release information	Yes
Information regarding any student with medical problems that may be impacted by the evacuation or emergency	Yes
Most recent yearbook	Yes
Flashlight and extra batteries	Yes
Bullhorn and extra batteries	Yes
Cell phone and/or walkie-talkie	Yes
Basic First-Aid Kit	Yes
Emergency phone numbers of assistance agencies(Dekalb Police Dept., Poison Control, ect.)	Yes

SAFE SCHOOL PLAN  
School Year 2016-2017

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.	No
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.	No
The state-sponsored Weapons and Drugs reporting number 1-877-SAY-STOP is posted.	No
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

SAFE SCHOOL PLAN  
School Year 2016-2017

REPORTING 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

SAFE SCHOOL PLAN  
School Year 2016-2017

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. Response: Work Order/Vendor Request Submitted	No
Staff members are trained on the proper use and maintenance of surveillance cameras. Response: Alternative Method Approved	No
All cameras are operable and the monitors are placed where staff can see them. Response: Work Order/Vendor Request Submitted	No
Glass in entrance doors is safety glass.	Yes
Door-locking hardware is in proper working order.	Yes
Door panic bars are operable and in good working condition.	Yes
Handrails and non-slip steps are provided in stairways.	Yes
Access to electrical panels in all areas is restricted.	Yes
All portals/hatches are secured with hasps and padlocks.	Yes
Mobile classrooms, outbuildings, and storage sheds are secured and locked.	Yes
Building access control is assigned to an administrator.	Yes
Keys and duplicates are kept in a locked key cabinet.	Yes
Master keys are kept to a minimum and the control access system is monitored.	Yes
Keys and employee IDs are collected from employees who no longer work in the office.	Yes
All keys are checked in and accounted for at the end of the school year.	Yes
Areas around the building and mobile classrooms are lighted.	Yes
Chemical storage areas are locked and inventoried on a regular basis.	Yes
Science lab equipment and chemicals are secured and inventoried on a regular basis.	Yes
Access to bus loading areas is restricted during arrival and dismissal. Response: Not Applicable	No

SAFE SCHOOL PLAN  
School Year 2016-2017

SAFETY AND SECURITY CHECKLIST

ANSWER

Staff members are assigned to student parking areas at arrival and dismissal. Response: Not Applicable	No
Parking areas are supervised during the school day or can be seen from the school. Response: Not Applicable	No
An area is designated as the pick-up/drop-off area for car riders.	Yes
Exterior and interior walls are free from graffiti.	Yes
Graffiti is reported to the school police immediately and not cleaned until cleared by police.	Yes
School personnel know locations of shutoffs for water, gas, HVAC vents.	Yes
Hallways are clear of travel impediments during the school day and during night activities.	Yes
Vehicle access to playground/athletic areas is restricted.	Yes
All playground/athletic areas are fenced and are supervised when students are present. Response: Alternative Method Approved	No
Playground and athletic equipment is in good repair and is inspected frequently.	Yes
Visitor policy signs and trespassing signs are displayed in plain view and are in good repair.	Yes
All visitors, including parents, are required to sign in at the front office and wear an ID badge.	Yes
All visitors check out upon leaving the building and turn in their ID badge.	Yes
Visitor parking is clearly marked.	Yes
All employees wear ID badges at all times during work/school hours.	Yes
All commercial deliveries are made at one designated entrance.	Yes
All commercial deliveries are inventoried by an employee.	Yes
Delivery persons are accompanied by an employee.	Yes
All food deliveries are inspected and inventoried by food service personnel. Response: Not Applicable	No

SAFE SCHOOL PLAN  
School Year 2016-2017

SAFETY AND SECURITY CHECKLIST

ANSWER

Students are issued parking permits for school parking only upon proof of a valid driver's license. Response: Not Applicable	No
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. Response: Not Applicable	No
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. Response: Alternative Method Approved	No
Building vault has controlled access and can be opened from the inside. Response: Not Applicable	No
School cafeteria daily receipts are transported with an escort to the office/vault area. Response: Not Applicable	No
Cafeteria is arranged so tables and chairs do not block access to doors.	Yes
Fire extinguisher, First Aid Kit, and Choking Posters are in the break-area/cafeteria.	Yes
Student medicine procedures are available to student and parents.	Yes

SAFE SCHOOL PLAN  
School Year 2016-2017

SAFETY AND SECURITY CHECKLIST

ANSWER

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
Students sign and date each time they take their medication.	Yes
Students take their medication in the office area. Students may keep asthma medication or Epi-Pen with them if they have a doctors note.	Yes
All student medication is picked up by parent at the end of the school year.	Yes
School staff is aware of proper response to blood and other body fluid spills.	Yes
Students/staff use lab/science safety equipment at all times during experiments and lessons.	Yes
Science/lab safety procedures are posted, reviewed, and practiced.	Yes
Fire extinguishers are located throughout the building and are routinely inspected.	Yes
The locations of fire extinguishers are clearly marked and fire extinguishers are accessible.	Yes
Staff members have been trained on proper use of fire extinguishers.	Yes
Mechanical rooms and other hazardous material storage areas are locked.	Yes
Area at and near the dumpster is clean and free of flammables.	Yes
All vehicles are kept out of all fire lanes at all times.	Yes
Boiler room is clean, free of debris, and is NOT used for storage.	Yes
Access to boiler room is restricted and the boiler room is routinely inspected.	Yes
Restrooms are clean and are inspected on a regularly basis throughout the day.	Yes
Procedures are in place to evacuate disabled students and staff/visitors.	Yes

SAFE SCHOOL PLAN  
School Year 2016-2017

SAFETY AND SECURITY CHECKLIST

ANSWER

Copies of the Emergency Response Procedures and Protocols manual are distributed to all staff members.	Yes
New and temporary staff members are informed of emergency and safety procedures.	Yes
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. Response: Not Applicable	No
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. Response: Work Order/Vendor Request Submitted	No
All students and staff members are brought into the building from mobile classrooms during storm warnings.	Yes
Emergency early dismissal procedures are in place and practiced.	Yes
Staff members are designated to secure the building after school hours.	Yes
A list is maintained of after-school/extra-curricular activities and programs.	Yes
On teacher work days and other non-student days, including summer days, staff work schedules are arranged for the safety of the staff and security of the building.	Yes
The Front Office Area is arranged with security in mind: surveillance camera, desks facing the doorway, clear check-in and check-out procedures, walkie-talkie available at all times.	Yes
The school has implemented an anti-bullying and anti-harassment program/strategy.	Yes

SAFE SCHOOL PLAN  
School Year 2016-2017

SAFETY AND SECURITY CHECKLIST

ANSWER

A procedure has been established to track reports made by students and staff of bullying and harassment incidents.	Yes
A procedure has been established to investigate reports made by victims of bullying or reports made by their parents.	Yes
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. Response: Not Applicable	No
Procedures have been developed for two-way communication with portable classrooms/modules.	Yes
Portable classrooms are locked when unoccupied.	Yes
Portable classroom doors are locked when class is in session.	Yes

## EXHIBIT 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

PER DISCUSSION WITH LOU ERSTE, GLOBE IS SUBMITTING IN THE FORM NORMALLY SHARED FOR ANNUAL STATE REPORTING

The GLOBE Academy, Inc.

OPERATIONAL BUDGET & 5 Year Projection - SUMMARY VIEW

	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
<b>FTE (BOY)</b>	<b>824</b>	<b>982</b>	<b>1062</b>	<b>1117</b>	<b>1143</b>	<b>1167</b>
	9,438	9,532	9,627	9,724	9,821	9,919
<b>Income</b>		0.01	0.01	0.01	0.01	0.01
<b>10-000 Revenues</b>						
<b>1215 Club Dues</b>	2,765	3,193	3,193	3,193	3,193	3,193
<b>1225 Fund raising/Misc. Sales</b>	234,424	279,277	302,185	317,746	325,281	332,075
<b>1340 After School Program Revenue</b>	406,821	428,818	428,818	437,394	446,142	455,065
<b>1701 Field Trip</b>	42,855	49,491	49,491	50,481	51,490	52,520
<b>4520 Grant Income - IMP</b>	0	0	0	0	0	0
<b>3120 Total Quality Basic Education F</b>	7,776,647	9,357,237	10,226,000	10,860,117	11,228,818	11,577,998
<b>Total Income</b>	<b>8,463,512</b>	<b>10,118,016</b>	<b>11,009,686</b>	<b>11,668,930</b>	<b>12,054,923</b>	<b>12,420,850</b>
<b>Expenses</b>						
<b>Total 10-1000 Instruction</b>	5,136,032	6,209,576	6,725,970	7,106,527	7,463,984	7,701,051
<b>Total 10-2100 Pupil Services</b>	286,998	319,989	331,195	342,819	354,289	364,683
<b>Total 10-2210 Improvement of Instruct Service</b>	166,257	195,972	220,920	229,860	238,068	244,077
<b>Total 10-2220 Educational Media Services</b>	23,356	23,823	24,300	24,786	25,282	25,787
<b>Total 10-2300 General Administration</b>	110,509	84,229	86,846	88,143	89,466	90,815
<b>Total 10-2400 School Administration</b>	840,118	897,482	927,156	949,497	972,941	997,625
<b>Total 10-2500 Support Services-Business</b>	188,747	198,795	202,771	206,827	210,963	215,182
<b>Total 10-2600 Maint &amp; Oper-Plant Services</b>	509,421	556,593	601,202	613,226	625,490	638,000
<b>Total 10-2900 Fundraising Activities-</b>	14,651	16,465	18,462	19,728	20,627	21,399
<b>Total 10-3100 School Nutrition Program</b>	35,164	40,867	44,375	45,263	46,168	47,091
<b>Total 10-3300 ASP Operations</b>	420,967	475,014	481,179	490,803	500,619	510,631
<b>Total 10-5100 Debt Services</b>	0	0	0	0	0	0
<b>Total Expenses</b>	<b>7,732,220</b>	<b>9,018,808</b>	<b>9,664,376</b>	<b>10,117,477</b>	<b>10,547,896</b>	<b>10,856,343</b>
<b>Net Operating Income</b>	<b>731,292</b>	<b>1,099,208</b>	<b>1,345,310</b>	<b>1,551,454</b>	<b>1,507,027</b>	<b>1,564,507</b>
<b>Net Income</b>	<b>731,292</b>	<b>863,610</b>	<b>1,124,077</b>	<b>1,343,709</b>	<b>1,507,027</b>	<b>1,564,507</b>

# The GLOBE Academy, Inc.

## OPERATIONAL BUDGET & 5 Year Projection - DETAILED VIEW

	Year 1	Year 2	Year 3	Year 4	Year 5
	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
	958	1040	1096	1143	1167
	1%	1%	1%	1%	1%
1215 Club Dues	3,193	3,193	3,193	3,193	3,193
1225 Fund raising/Misc. Sales	272,450	295,835	311,840	325,281	332,075
1340 After School Program Revenue	428,818	428,818	437,394	446,142	455,065
1701 Field Trip	49,491	49,491	50,481	51,490	52,520
3120 Total Quality Basic Education F	9,128,468	10,011,117	10,658,277	11,228,818	11,577,998
4520 Grant Income - IMP	<b>9,532</b>	<b>9,627</b>	<b>9,724</b>	<b>9,821</b>	<b>9,919</b>
<b>Total 10-000 Revenues</b>	<b>9,882,419</b>	<b>10,788,453</b>	<b>11,461,185</b>	<b>12,054,923</b>	<b>12,420,850</b>
<b>Total Income</b>	<b>9,882,419</b>	<b>10,788,453</b>	<b>11,461,185</b>	<b>12,054,923</b>	<b>12,420,850</b>
<b>Gross Profit</b>	9,882,419	10,788,453	11,461,185	12,054,923	12,420,850
100-110 Inst-Teachers	3,380,214	3,670,350	3,868,928	4,035,676	4,119,973
100-114 Inst-Subs (Non-Certified)	115,000	130,000	132,600	135,252	137,957
100-140 Inst-Aids and <del>Parapro</del>	800,390	869,090	916,111	955,594	975,555
100-200 Inst- <del>Emp</del> Ins Benefits	285,743	356,809	432,531	518,849	609,139
100-220 Inst-Payroll Tax	80,671	88,001	92,411	96,152	98,151
100-230 Inst-TRS	873,746	948,743	1,000,073	1,043,175	1,064,965
100-250 Inst-Unemployment	112,545	122,339	128,842	134,315	137,117
100-260 Inst- Worker's Comp	22,991	24,965	26,315	27,449	28,023
Service	40,800	41,616	42,448	43,297	44,163
100-443 Inst-Rental of Computer Equipment	20,932	22,729	23,959	24,991	25,513
100-580 Travel	31,212	31,836	32,473	33,122	33,785
100-609 Inst-Curriculum Material	135,025	151,614	164,817	176,921	185,616
100-610 Inst-Supplies	56,827	61,704	65,043	67,846	69,263
100-611 Supplies Technology	30,268	30,873	31,491	32,121	32,763
100-612 Inst-Software	34,056	36,979	37,719	38,473	39,243
100-615 Inst-Expendable Equip	60,000	36,720	18,360	18,360	18,360
100-616 Inst-Expendable Computer Equip	129,157	101,600	92,407	82,390	81,465
<b>Total 10-1000 Instruction</b>	<b>6,209,576</b>	<b>6,725,970</b>	<b>7,106,527</b>	<b>7,463,984</b>	<b>7,701,051</b>

# The GLOBE Academy, Inc.

## OPERATIONAL BUDGET & 5 Year Projection - DETAILED VIEW

	Year 1	Year 2	Year 3	Year 4	Year 5
	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
<b>10-2100 Pupil Services</b>					
210-110 PS-SST Coordinator					
210-163 Pupil Services - Nurse	68,850	70,227	71,632	73,064	74,525
210-172 PS-Counselor	63,036	64,297	65,583	66,894	68,232
210-173 PS - Counselor Middle Grades	69,290	69,290	70,676	72,090	73,531
210-200 PS - Employee Benefits	8,400	9,700	11,200	12,900	14,900
210-220 Pupil Services - Payroll Tax	3,672	3,774	3,876	3,978	4,080
210-230 Pupil Services - TRS	42,046	42,597	43,449	44,318	45,204
210-250 PS - UI Benefits	1,592	1,624	1,656	1,689	1,723
210-300 PS-Purchased Professional Services	58,363	64,540	69,323	73,697	76,710
210-323 Contracted Counselor					
210-563 Pupil Services - Tuition to Private Sources	-	-	-	-	-
210-610 PS-Supplies	4,739	5,146	5,424	5,658	5,776
210-810 PS-Dues and Fees	-	-	-	-	-
<b>Total 10-2100 Pupil Services</b>	<b>319,989</b>	<b>331,195</b>	<b>342,819</b>	<b>354,289</b>	<b>364,683</b>
<b>10-2210 Improvement of Instruct Service</b>					
221-300 IIS-Purchased Prof. Services	7,279	7,279	7,425	7,573	7,725
221-301 IIS-Purch-Confucius Institute	96,000	112,000	114,240	116,525	118,855
221-302 IIS-Purch-Professional & Tech	91,285	100,111	106,583	112,288	115,780
221-580 Travel	1,409	1,529	1,612	1,682	1,717
221-610 IIS-Supplies	0	0	0	0	0
<b>Total 10-2210 Improvement of Instruct Service</b>	<b>195,972</b>	<b>220,920</b>	<b>229,860</b>	<b>238,068</b>	<b>244,077</b>
<b>10-2220 Educational Media Services</b>					
222-165 EMS-Media Specialist	21,012	21,432	21,861	22,298	22,744
222-220 EMS-FICA	1,607	1,640	1,672	1,706	1,740
222-230 EMS Media - TRS					
222-250 EMS - State Unemp Insurance	143	146	149	152	155
222-610 EMS-Supplies	1,061	1,082	1,104	1,126	1,149
<b>Total 10-2220 Educational Media Services</b>	<b>23,823</b>	<b>24,300</b>	<b>24,786</b>	<b>25,282</b>	<b>25,787</b>

# The GLOBE Academy, Inc.

## OPERATIONAL BUDGET & 5 Year Projection - DETAILED VIEW

	Year 1	Year 2	Year 3	Year 4	Year 5
	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
<b>10-2300 General Administration</b>					
230-300 GA-Purchased Professional & Tech Services	22,000	22,000	22,000	22,000	22,000
230-332 GA-Background Check & Drug Test	1,061	1,082	1,104	1,126	1,149
230-340 GA-Legal Fees	20,842	22,631	23,084	23,546	24,017
230-520 GA-Insurance (Other than benefits)	27,591	28,143	28,706	29,280	29,866
230-530 GA-Communication	1,061	1,082	1,104	1,126	1,149
230-531 GA-Commu-Website	4,245	4,330	4,416	4,505	4,595
230-532 GA-Commu-Internet	1,061	1,082	1,104	1,126	1,149
230-533 GA-Commu-Postage & Supplies	1,061	1,082	1,104	1,126	1,149
230-561 GA - Tuition to <u>Other</u> Georgia LUAs					
230-580 GA-Travel Employees	0	0	0	0	0
230-810 GA-Dues & Fees	5,306	5,412	5,520	5,631	5,743
<b>Total 10-2300 General Administration</b>	<b>84,229</b>	<b>86,846</b>	<b>88,143</b>	<b>89,466</b>	<b>90,815</b>
<b>10-2400 School Administration</b>					
240-130 SA-Director	105,060	107,161	109,304	111,491	113,720
240-131 SA-Assistant Principal	333,489	340,159	346,962	353,901	360,979
240-142 SA-Clerical	135,986	138,706	141,480	144,310	147,196
240-200 SA-Employee Benefits	20,857	24,466	28,698	33,663	39,487
240-220 SA-FICA	8,633	8,852	9,083	9,329	9,590
240-230 SA-TRS	120,078	122,479	124,929	127,428	129,976
240-250 SA - ER UI Benefits	1,505	1,535	1,566	1,597	1,629
240-303 SA-Purch-Consultant	98,082	106,501	108,631	110,803	113,019
240-580 School Admin - Staff Travel	387	395	403	411	419
240-595 SA-Other Purchased Services			0	0	0
240-610 SA-Supplies	23,347	23,814	24,290	24,776	25,271
240-611 SA-Supplies Technology	6,367	6,495	6,624	6,757	6,892
240-612 SA-Computer Software	0	0	0	0	0
240-630 SA - Purchased Food	4,099	4,451	4,540	4,631	4,723
240-810 SA-Dues and Fees	27,591	28,143	28,706	29,280	29,866
240-890 SA - Staff Relations	12,000	14,000	14,280	14,566	14,857
<b>Total 10-2400 School Administration</b>	<b>897,482</b>	<b>927,156</b>	<b>949,497</b>	<b>972,941</b>	<b>997,625</b>
<b>10-2500 Support Services-Business</b>					
250-142 Support Services - Clerical	64,087	65,368	66,676	68,009	69,369
250-148 SSB-Accountant	89,301	91,087	92,909	94,767	96,662
250-200 SSB-Employee Benefits	9,662	9,856	10,053	10,254	10,459
250-220 Support Services - Payroll Tax	2,224	2,269	2,314	2,360	2,407
250-230 Support Services - TRS	32,058	32,699	33,353	34,020	34,701
250-250 SS - ER UI Benefits	402	410	418	426	435
250-303 Purchased Prof & Tech Services - Consultant			0	0	0
250-332 Fingerprint, Drug & Alcohol Testing	0	0	0	0	0
250-610 Support Services - Business - Supplies			0	0	0
250-810 Support Services - Dues and Fees	1,061	1,082	1,104	1,126	1,149
<b>Total 10-2500 Support Services-Business</b>	<b>198,795</b>	<b>202,771</b>	<b>206,827</b>	<b>210,963</b>	<b>215,182</b>
<b>10-2600 Maint &amp; Oper-Plant Services</b>					
260-181 MOPS-Maintenance Staff			0	0	0
260-186 MOPS-Custodial	78,550	80,121	81,724	83,358	85,025
260-200 MOPS-Employee Benefits	7,076	8,300	8,466	8,635	8,808
260-220 MOPS - Payroll Tax	1,139	1,162	1,185	1,209	1,233
260-230 MOPS - TRS	16,417	16,745	17,080	17,422	17,770

# The GLOBE Academy, Inc.

## OPERATIONAL BUDGET & 5 Year Projection - DETAILED VIEW

	Year 1	Year 2	Year 3	Year 4	Year 5
	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
260-250 MOPS - ER UI Benefits	206	210	214	218	223
260-300 MOPS-Purch. Prof. & Tech Svcs	48,502	49,472	50,461	51,471	52,500
260-410 MOPS-Water, Sewer, Cleaning	15,750	16,065	16,386	16,714	17,048
260-430 MOPS-Repair and Maint. Svcs	41,256	42,081	42,922	43,781	44,656
260-431 MOPS-R&M-Ground	4,738	4,833	4,930	5,028	5,129
260-432 MOPS-R&M-HVAC			0	0	0
260-441 MOPS - Rental Expense	306,328	348,568	355,539	362,650	369,903
260-490 MOPS-Other Purchased Property	1,040	1,061	1,082	1,104	1,126
260-520 MOPS-Insurance(Non-Employee)			0	0	0
260-530 MOPS-Communications	21,524	21,954	22,393	22,841	23,298
260-610 MOPS-Supplies	18,815	19,191	19,575	19,966	20,366
260-620 MOPS-Energy	56,931	58,069	59,231	60,415	61,624
260-810 MOPS-Dues and Fees	166	169	173	176	180
260-990 MOPS Allocation to ECP	(61,844)	(66,800)	(68,136)	(69,499)	(70,889)
<b>Total 10-2600 Maint &amp; Oper. Plant Services</b>	<b>556,593</b>	<b>601,202</b>	<b>613,226</b>	<b>625,490</b>	<b>638,000</b>
<b>10-2900 Fundraising Activities-</b>					
290-300 FD-Purchased Professional & Tech Service	11,721	13,622	14,792	15,592	16,264
290-610 FD - Supplies	1,561	1,592	1,624	1,656	1,689
290-810 FD - Dues & Fees	3,184	3,247	3,312	3,378	3,446
<b>Total 10-2900 Fundraising Activities-</b>	<b>16,465</b>	<b>18,462</b>	<b>19,728</b>	<b>20,627</b>	<b>21,399</b>
<b>10-3100 School Nutrition Program</b>					
310-630 Purchased Food	40,867	44,375	46,776	48,792	49,811
<b>Total 10-3100 School Nutrition Program</b>	<b>40,867</b>	<b>44,375</b>	<b>46,263</b>	<b>46,168</b>	<b>47,091</b>
<b>10-3300 ASP Operations</b>					
330-190 ECP - Manager/Admin	51,760	52,795	53,851	54,928	56,027
330-191 ECP - PT Staff	307,868	307,868	314,025	320,306	326,712
330-220 ASP - FICA	23,239	23,306	23,772	24,248	24,733
330-250 ECP - ER UI Benefits			0	0	0
330-300 Enrichments	5,306	5,412	5,520	5,631	5,743
330-301 ASP - Other Purchased Services	5,612	5,612	5,725	5,839	5,956
330-610 ASP - Supplies	10,203	10,203	10,407	10,616	10,828
330-630 ASP-Purchased Food	9,182	9,182	9,365	9,553	9,744
330-990 ASP Operations-Other	61,844	66,800	68,136	69,499	70,889
<b>Total 10-3300 ASP Operations</b>	<b>475,014</b>	<b>481,179</b>	<b>490,803</b>	<b>500,619</b>	<b>510,631</b>
Total 10-5100 Debt Services					
<b>Total Expenses</b>	<b>9,018,808</b>	<b>9,664,376</b>	<b>10,117,477</b>	<b>10,547,896</b>	<b>10,856,343</b>
<b>Net Operating Income</b>	<b>863,610</b>	<b>1,124,077</b>	<b>1,343,709</b>	<b>1,507,027</b>	<b>1,564,507</b>
<b>Other Expenses</b>					
<b>66901 Suspense</b>					
<b>Total Other Expenses</b>					
<b>Net Other Income</b>					
<b>Net Income</b>	<b>863,610</b>	<b>1,124,077</b>	<b>1,343,709</b>	<b>1,507,027</b>	<b>1,564,507</b>

## **EXHIBIT 24**

Attach the résumé for the charter school's Chief Financial Officer

# DENISE M. CLAYTON - PURVIS, C F A

## WORK EXPERIENCE

April 2015 – Present                      The GLOBE Academy, Inc.                      Atlanta, GA  
*Chief Financial Officer*

- CFO for startup dual-language immersion charter school located in Dekalb County; school currently in fourth year of operations; school currently serves approximately 700 students in K – 6 and is expected to grow to serve 1200 students in K – 8. Responsibilities include:
  - Making recommendations to strategically enhance financial performance and business opportunities, including financing options for expanded facilities
  - Preparing forward-looking budgets and providing accurate and timely analysis of budgets, financial trends and forecasts
  - Directing and overseeing all aspects of the payroll, finance, and accounting functions of the organization
  - Overseeing the conduct of the annual financial statement audit and any other required compliance reporting
  - Ensuring that effective internal controls are in place
  - Ensuring compliance with all applicable federal, state and local regulatory laws, as well as tax reporting regulatory compliance reporting for the organization
  - Establishing and overseeing procurement policies and procedures to ensure the effective use of financial resources and efficient processes for purchases

April 2010 – April 2015                      Seabridge Investment Advisors, LLC                      Atlanta, GA  
*Vice President*

- Portfolio manager/research analyst for \$80mm in separately managed, long only, international equity accounts; emphasis on non-U.S. equities; theme-based generalist coverage of all countries, all sectors; mostly GARP style, but unrestricted as to style; loosely benchmarked to MSCI AC ex-US; composite performance exceeded index by approximately 500bps over one year (2014), 150bps over three years (2012 – 2014), and 150bps over five years (2010 – 2014)- all gross of fees
- Portfolio manager for \$10mm in two separately managed ESG-tilt international accounts; international equity fund benchmarked to MSCI All Country World Index; high-quality, concentrated portfolio; new style - managed 1 year

July 2000 – Aug. 2001                      Citigroup Asset Management                      Stamford, CT  
*Vice President, Portfolio Manager*

- Associate portfolio manager and research analyst for \$1.6 billion global emerging markets fund; generalist research and portfolio management responsibility for pulp and paper, oil and gas,

petrochemicals, metals and mining, and steel equities for Global Emerging Markets equity group; backup country portfolio manager for Brazil and South Africa

1997 – 2000 Prudential Global Asset Management Newark, NJ

*Senior Investment Associate*

- Junior Portfolio Manager for start-up Global Emerging Markets team; macroeconomic coverage and bottom-up stock picking for Argentina, Brazil and Chile; global emerging markets sector coverage of natural resources, including pulp and paper, oil and gas, petrochemicals, metals and mining, and steel; developed proprietary company valuation model and multiple spreadsheet applications for use in valuation and portfolio management
  - Latin fund ranked #2 in 1999 and top decile from fund inception (June 1998) by Lipper
  - Picks in natural resources and steel sectors early 1999 and in telco/celco sector in late 1999 led to strong outperformance in Latin fund in 1999
  - Stock selection added 1700 basis points of relative outperformance to South African portfolio during the second half of 1999

1994 - 1997 Prudential Investments, PACE Program Newark, NJ

*Investment Analyst*

- One of 15 undergraduates selected for participation in accelerated investment training program

1996 – 1997 *Third Rotation* Prudential Capital Group San Francisco, CA

*Investment Associate*

- Credit analysis for corporate loan originations; product marketing to potential clients; portfolio servicing; third rotation as part of PACE (Prudential Accelerated Career Entry) program
  - Originated \$75mm private, structured, below-investment-grade loan; participated in entire deal process from original proposal to rate lock
  - Reviewed and analyzed over 15 investment-grade and below-investment-grade loans for private and public entities; prepared complex loan modifications for current accounts

1995 – 1996 *Second Rotation* Prudential International Insurance Newark, NJ

*Investment Analyst – New Markets Task Force*

- Research and analysis of potential insurance markets in Southeast Asia and Latin America, with primary responsibility for Latin America; included demographic, macroeconomic, political and industry research as well as identification of potential strategic partners; second rotation as part of PACE program
  - Identified Brazil as potential target for International Insurance Group
  - Participated in meetings/ negotiations with potential joint venture partners
  - Prepared Board of Directors presentation regarding task force progress and list of potential country targets

1994 – 1995 *First Rotation* Prudential Realty Group Newark, NJ

*Investment Analyst*



## **EXHIBIT 25**

Attach the charter school's signed Assurances Form (see below).

# 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 The GLOBE 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;
14. Shall provide for supplemental educational services as required by federal law and pursuant to SBOE Rule 160-4-5-.03, and for remediation in required cases pursuant to SBOE Rule 160-4-5-.01;

15. Shall notify the state of any intent to contract with a for-profit entity for education and/or management services;
16. Shall notify the state of any changes in for-profit entity contracted with for education and/or management services;
17. Shall be subject to the requirement that it shall not charge tuition or fees to its students except as may be authorized by local boards by O.C.G.A. § 20-2-133;
18. Shall comply with federal due process procedures regarding student discipline and dismissal;
19. Shall be subject to all laws relating to unlawful conduct in or near a public school;
20. Shall have a written grievance procedure to resolve student, parent, and teacher complaints;
21. Shall have a written procedure for resolving conflicts between the charter school and the local board of education;
22. Shall comply with the provisions of O.C.G.A. § 20-2-211.1 relating to fingerprinting and criminal background checks;
23. Shall remit payments to TRS on behalf of employees and shall employ teachers in accordance with TRS;
24. Shall ensure that if transportation is provided for its students, the school shall comply with all applicable state and federal laws;
25. Shall ensure that if the charter school participates in federal school meals programs, then it shall comply with all applicable state and federal laws and rules;
26. Shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185 and submit and obtain approval from the Georgia Emergency Management Agency;
27. Shall comply with the state facility requirements regarding site codes, facility codes, the submission of architectural plans for any new facility that the school may build or occupy during the charter term and all other facility requirements as established by the Department;
28. Shall be subject to all reporting requirements of O.C.G.A. § 20-2-160, subsection (e) of O.C.G.A. § 20-2-161, O.C.G.A. § 20-2-320, and O.C.G.A. § 20-2-740;
29. Shall be subject to an annual financial audit conducted by the state auditor or by an independent certified public accountant licensed in this state;
30. Shall designate a Chief Financial Officer that meets all requirements as established by the Charter Schools Rule 160-4-9-.05(2)(h)(1);
31. Shall secure adequate insurance coverage prior to opening and shall maintain such coverage throughout the charter term in accordance with the laws of the State of Georgia;
32. Shall acknowledge that all criteria used to calculate QBE funding may not be waived;
33. Shall ensure that 90% of QBE funds earned for out-of-system students enrolled in a virtual school must be spent on their instruction pursuant to O.C.G.A. § 20-2-167.1; and

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

This Charter School Application, Assurance Form, and attached Exhibits were approved by the Charter School's Governing Board on the S.U. day of August, 2011

[Signature]  
Governing Board Chair, Charter School

8/1/11  
Date

This Charter School Application, Assurance Form, and attached Exhibits were approved by the \_\_\_\_\_ Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chair, Local Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Local 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.

[Signature]  
Governing Board Chair, Charter School

8/5/17  
Date

\_\_\_\_\_  
Chair, Local Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Local Board of Education

\_\_\_\_\_  
Date

## **EXHIBIT 26**

Attach the charter school's signed and notarized Affidavit (see below).



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 drivers 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).

John Charles Boyanton  
Signature of Governing Board Chair

John Charles Boyanton  
Printed Name of Governing Board Chair

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
6<sup>th</sup> DAY OF August, 2017

[Signature]  
NOTARY PUBLIC  
My Commission Expires 01/17/2018



## **EXHIBIT 27**

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

## **EXHIBIT 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.

BOARD RESOLUTION

At the meeting of the Board of Directors of the GLOBE Academy on August 2, 2017, the following resolution was proposed and approved by the board:

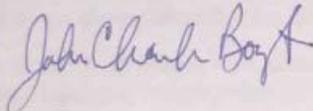
Resolved:

WHEREAS the GLOBE Academy is a DeKalb County, Georgia Charter School with current contract expiring on July 31, 2018

WHEREAS the GLOBE Academy is requesting approval of a new five-year contract term from the DeKalb County Board of Education and the Georgia Department of Education

WHEREAS the Board of Directors of the GLOBE Academy fully supports and approves the renewal petition to be submitted to the DeKalb County Board of Education and the Georgia Department of Education.

Signed:



John Charles Boyanton  
Chair, Board of Directors

## EXHIBIT 29

For conversion schools only, attach the charter school's Confirmation of Teacher and Parent Vote.

- NOT APPLICABLE

## EXHIBIT 30

*(From DeKalb app) Attach full response to all Governing Board Observations conducted by the DCSD Charter Office.*

Sharon Camara  
 Vice Chairman  
 The GLOBE Academy  
 2225 Heritage Dr.  
 Atlanta, GA 30345



June 1, 2017

Kelli Peterson, M.Ed.  
 Coordinator, Charter Schools  
 Kelli\_Peterson@dekalbschoolsga.org  
 404.664.2097 (mobile)  
 1701 Mountain Industrial Blvd.  
 Stone Mountain, GA 30083

Dear Ms. Peterson,

Thank you for your feedback on the operations of our Board of Directors meeting. In response to your observations from January 30, 2017, these are the actions we plan to take as the GLOBE Academy Board of Directors:

Feedback	Response
MANDATORY: During the public comment meeting a discretionary statement should be read to the public stating that they may not use the names of staff or students within their comment.	Accepted. The Board has obtained a guidance sheet from the district and will begin reading a privacy statement prior to public comment in the June 19, 2017 meeting and forward
MANDATORY: The Governing Board must require the lottery to be video-taped as required as a submission to the district.	Accepted. The lottery policy is in process of review for the 2017-2018 fiscal year, and a statement will be added that requires videotaping. Goal is to have the revised, board-approved policy to the district by 9/1/17
OPTIONAL: Consider placing a sign-on the door to assist the public members to listen for the “click” and then pull the door to enter the cafeteria to attend the Governing Board meeting.	We will begin posting entry instructions for participants on the door at the June 2017 meeting
OPTIONAL: Consider circulating a sign-in sheet at the meetings to make note of the community members in attendance.	We will utilize a sign-in sheet as of May 2017 meeting
OPTIONAL: Consider including notification on the website alongside the meeting announcement that if a community member would like to speak during the public comment section, they may sign-up via email. Otherwise, this information is only on the agenda.	We have added the email address to request to speak to the agenda.

Feedback	Response
OPTIONAL: Within the current meeting agenda and the minutes of the previous meeting there are a few errors. Prior to presenting the minutes within the packet, consider having the secretary have someone to review the minutes to ensure that it is complete of all actions that took place at the meeting.	We have revised our process for taken minutes and will begin having someone assigned to take and manage the review of minutes in our July 2017 meeting
OPTIONAL: Within the HOS report, the MAP data is presented to the Governing Board members. Consider when presenting the MAP data or other academic data using a projector to ensure that all members are following along with the visual. Additionally, utilize the functionality of the assessment by also showing the Governing Board members the comparison to national norms. This will assist in developing the capacity of the Board to understand the academic achievement of GLOBE in context of a national assessment. In turn, this information could be used to allow Governing Board members the information to set trajectory MAP academic goals.	We will post our meeting packet on our website prior to the meeting so participants may access it, and we will make more use of the projector in the meetings when appropriate (as of May 2017 meeting)
OPTIONAL: Consider having paper copies of the documents and policies being discussed.	We are now posting our meeting packet on our website prior to the meeting so participants may access it (As of May 2017 meeting)
Posting minutes within two days of meetings	Accepted and implemented with the May 2017 meeting

Sincerely,



Sharon Camara, Ph. D

**EXHIBIT 31**

Diversity Plan

The GLOBE Academy  
Diversity Action Plan  
July 2017



## **GLOBE Diversity Action Plan 2017**

The GLOBE Academy (GLOBE) is a DeKalb County charter school

- We seek to build on our core values to create a community of respect, empathy and trust
- We teach students in English, French, Spanish and Mandarin and we create opportunities for children to learn about different cultures
- As part of our continued growth and renewal process, we will develop a diversity action plan and continue to grow and develop our school community. This plan is a living document and will evolve to meet our school's needs over time.

### **Our Definition of Diversity**

Diversity at GLOBE is respect and value and compassion for all people. The GLOBE Academy seeks an ethnically, racially, culturally, linguistically, and socioeconomically diverse community of students, staff, faculty, and leaders.

The GLOBE Academy does not discriminate based on ethnicity, race, socioeconomic status, age, gender, language, religion, sexual orientation, abilities/disabilities, and geographical area, as well as differences of experience, viewpoint, ideas, and life experiences.

### **Our Plan**

#### **Vision**

GLOBE seeks to recruit, nurture, and retain a diverse student body, faculty, staff, and board of directors. GLOBE will support a growing and learning community that welcomes, respects and values all people, promotes compassion and understanding, and celebrates differences in perspectives and experiences.

In our diversity planning, we will consider the languages offered at GLOBE because it benefits the school and students to incorporate native language speakers.

#### **Overall Goal(s) for the Year – See detailed goals below**

1. *Create a board Diversity Committee with objectives to analyze diversity at GLOBE (see Appendix A) and recommend areas for improvement throughout the 2017-2018 Academic year and thereafter*
2. *Create a mechanism to track and monitor diversity efforts*
3. *Implement immediate short term actions to increase diversity, inclusion, equity, and multiculturalism at GLOBE for the start of the 2017-2018 Academic Year*
4. *Prioritize need to increase economically disadvantaged students and to increase the numbers of native language speakers.*
  - a. *Increase percent of incoming, registered students eligible for Free and*

*Reduced Lunch (FRL) by 20% (4% per year for each year) over the upcoming charter term.*

*Increase the number of incoming native language speakers of French, Mandarin or Spanish each year*

#### **Diversity Committee Members**

- Monique Hudson, esq
- Sharon Camara, Ph.D.
- Brian Williams, Ph.D.
- Christi Elliott-Earby
- Susan Mellage
- Namita Agravat
- Sandra Daniel

#### **Board/Advisors Diversity**

- Goal: Maintain the diversity of skills and background of the board of directors
- Continue to identify needed skillsets and recruit for those members as part of succession planning, utilizing a tool such as this: <https://rosefdn.org/wp-content/uploads/2014/08/Sample-Board-Recruitment-Matrix.xlsx>

#### **Staff and Faculty Diversity**

- Goal: Recruit and select faculty that meet GLOBE's hiring standards and who have diverse backgrounds
- Goal: Assure that staff positions are posted internally and externally to consider highly qualified applicants with diverse backgrounds
- Ensure that recruiting and hiring practices and policies are inclusive and that the organization is supportive of differences
- Continue to use climate survey and annual faculty survey to assess staff satisfaction and areas for improvement

#### **Students**

- Goal: Increase percentage of economically disadvantaged students and recruit from communities with native Mandarin, Spanish and French speakers. Assess annually if other targets are needed

#### **Programming**

- Goal: Identify and document current programs that incorporate culture and diversity in our community, identify where there are needs to increase cultural and diversity programming, and expand appropriate programming. Example of current programming is the International Fest that has been held each year of the first charter contract and which highlights the cultural diversity of our school with food, dance and activities.

**Communication**

- o Goal: Communicate this plan internally (staff, board, volunteers) via staff meetings and externally via BOD meeting/approval and by posting the approved plan on our website, submitting with charter renewal and hosting a stakeholder/community session to review and discuss.

**Objectives**

<b>1: Short Term Actions</b>	<b>Owner</b>	<b>Target Date</b>	<b>Metric</b>
Develop a recruitment plan for 2018-2019 so that the diversity of our student body meets or exceeds the diversity of the population from which our	Diversity Committee  Supported by: Registrar	9/30/17	Recruitment Plan completed and presented to BOD for review at September board meeting
students are drawn. Plan is to focus on recruitment of students with greater economic diversity. <ul style="list-style-type: none"> <li>- Includes online and hardcopy materials in languages served by the school (English, Spanish, Mandarin and French)</li> <li>- Includes holding at least three public sessions where resources are available to discuss the school in the four languages and where assistance with applications is offered</li> <li>- Includes disseminating flyers in the four languages to pre- K and Headstart programs near GLOBE</li> <li>- See list of pre-K and Headstart programs and additional recommendations in Appendix B below</li> </ul>	Language Coordinator		Diversity Committee to monitor progress on recruitment plan monthly from November through March
Include weighted lottery in renewal application and Diversity Plan	Sharon Camara	8/1/17 <b>Completed</b>	Weighted lottery included in renewal packet and in diversity plan
Free and Reduced Lunch (FRL) Communication plan: Increase communications regarding FRL for 2017-2018 school year and need for parents to complete FRL forms. Communicate that free lunch is available and that funds are available for any family that needs support with field trips, uniforms, and other school activities	Administration: HOS and Registrar	8/4/17 <b>Completed</b>	Communications sent prior to 8/4 and ongoing as needed Info on FRL sent home with each student

The GLOBE Academy Diversity Action Plan

<b>1: Short Term Actions</b>	<b>Owner</b>	<b>Target Date</b>	<b>Metric</b>
At school registration, provide ability for families to complete FRL forms	Administration: HOS and Registrar	8/4/17 <b>Completed</b>	FRL Forms available at registration
Establish an ongoing diversity-related goal which includes training for faculty, staff and board	Diversity Committee	9/30/17	Revised Diversity Action Plan by 9/30/17

<b>2: Longer term Actions</b>	<b>Owner</b>	<b>Target Date</b>	<b>Metric</b>
Define training requirements for employees and board members. Select vendor if necessary and offer diversity training to all employees and board members beginning in the 2017-2018 school year <i>See additional recommendations in Appendix D below</i>	Diversity Committee  Supported by:  HOS and assistant HOS	Requirements: 10/31/17 Training complete: 5/31/18	Diversity Committee to receive progress reports on training implementation
Committee determine baseline of current multicultural activities at GLOBE and establishes goal	Diversity Committee	11/30/17	Committee submits to November BOD meeting
Committee creates goals to mentor, promote and retain a diverse faculty (may include outreach to HBCUs or other teaching schools with diverse student base), staff and board of directors that is committed to the values of diversity, inclusion, equity and multiculturalism and thrives in all areas of teaching, scholarship and service. Consider a goal to increase the diverse faculty ]employed by the school by 10% by the end of the charter term <i>See additional recommendations in Appendix C</i>	Diversity Committee	12/31/17	Committee submits to December BOD meeting

The GLOBE Academy Diversity Action Plan

2: Longer term Actions	Owner	Target Date	Metric
<p>Committee evaluates makes recommendation related to GLOBE retention. Assesses retention and school climate in detail. Clearly define what we want each student's/staff member's/board member's experience at GLOBE to be and then have tools/training plan to implement. Tools include culturally responsive teaching training and support for faculty or diversity training and support for faculty, staff, and governing board members. Annual climate surveys would be a key component of this.</p> <p><i>See additional recommendations in Appendix D</i></p>	Diversity Committee	3/31/18	Recommendation and plan submitted to board
<p>Assess any budget needs related to Diversity Goals and request from Finance Committee</p>	Diversity Committee	3/31/18	Budget request submitted
<p>Explore and recommend transportation options for GLOBE</p>	Diversity Committee	4/30/18	Recommendation and plan submitted to board
<p>Committee evaluates and implements mechanism to collect and measure FRL ongoing</p>	Diversity Committee	4/30/18	Diversity Committee confirms plan is implemented for fall of 2018 and ongoing
<p>Evaluate how the school is tracking, analyzing, and reporting data regarding:</p> <ul style="list-style-type: none"> <li>• Academic performance</li> <li>• Attendance and retention</li> <li>• Discipline and engagement</li> <li>• Parental involvement and satisfaction</li> </ul> <p>Make recommendations if necessary related to these items and revise Diversity Plan for FY 18-19. <i>See additional information in Appendix E</i></p>	Diversity Committee and Admin (data team)	5/31/18	Diversity Committee monitors implementation of revised plan
<p>Assess goals and prior year actual enrollment and determine whether to utilize Weighted Lottery for 2018-2019</p>	Board of Directors	6/30/18	Decision at June board of directors meeting
<p>Include diversity goals in the 2018-2023 Strategic Plan</p>	Diversity Committee	6/30/18	Diversity goals are included in the new strategic plan
<p>As determined by the Board of Directors, include weighted lottery information in 2018-2019 lottery policy</p> <p><i>See weighted lottery proposal in Appendix F</i></p>	Registrar	9/30/18	Weighted lottery included in annual updates to lottery policy per board approval

*The GLOBE Academy Diversity Action Plan*

2: Longer term Actions	Owner	Target Date	Metric
Diversity Committee to assess and develop a plan for retaining students eligible for FRL	Diversity Committee	12/30/18	Diversity Action Plan revised
Current GLOBE– 8% students eligible for FRL. Increase new Kindergarten admissions by 4% per year, target 25-30% FRL in K in year 5, and 12-15% for the whole school.	Board of Directors, HOS, Registrar	7/31/23	<b>BASELINE: (2017-2018)</b> K FRL: 8% / School FRL: 8%) <b>YEAR 1: (2018-2019)</b> K FRL 12% / School FRL: 9% <b>YEAR 2: (2019-2020)</b> K FRL: 16% / School FRL: 10% <b>YEAR 3: (2020-2021)</b> K FRL 21% / School FRL 11% <b>YEAR 4: (2021-2022)</b> K FRL 24% / School FRL 12% <b>YEAR 5: (2022-2023)</b> K FRL 28% / School FRL13%

**APPENDIX A: Current GLOBE Diversity Profile**

<b>Percent by Race/Ethnicity</b>	<b>White</b>	<b>Black</b>	<b>Asian</b>	<b>American Indian</b>	<b>Multiracial</b>	<b>Hispanic</b>
DeKalb County Census 2015	30	55	6	.5	2	8
GLOBE 2016-17 Students	48	28	4	<1	7	11
GLOBE 2016-17 Faculty	51	20	11	0	5	13
GLOBE 2016-17 Staff	60	26	8	0	2	13
GLOBE 2017-18 Board	56	22	11	0	0	11

**Board Member Skill Diversity 17-18**

<b>Total Voting Board Members</b>	<b>Legal Exp</b>	<b>Financial Exp</b>	<b>Business/ Mgmt Exp</b>	<b>Academic Exp</b>	<b>Facilities Exp</b>	<b>Communication</b>	<b>Education Ops</b>
9	20%	56%	66%	11%	22%	11%	11%

**Demographic comparison with schools in roughly a 5-mile radius of GLOBE**

	<b>FRL</b>	<b>ESL</b>	<b>White</b>	<b>Black</b>	<b>Hispanic</b>	<b>Asian</b>	<b>Total</b>	<b>Miles</b>	<b>Cluster</b>
GLOBE	8*	1	48%	28%	11%	5%	681	0	

**ELEMENTARY SCHOOLS**

Oak Grove	6	4	62%	10%	8%	13%	579	1.1	Lakeside
Hawthorne	53	26	27%	30%	37%	2%	441	1.9	Lakeside
Sagamore Hills	32	19	51%	15%	22%	6%	401	1.9	Lakeside
Briarlake	27	10	48%	27%	11%	6%	407	1.9	Lakeside
Dresden	97	86	1%	2%	95%	2%	990	2.4	Cross Keys
Henderson Mill	67	34	17%	27%	47%	6%	590	2.6	Lakeside
Montclair	95	85	1%	6%	92%	1%	849	2.8	Cross Keys
Woodward	95	88	0%	1%	97%	1%	1,010	4.1	Cross Keys
Midvale	65	23	25%	44%	18%	5%	404	4.2	Tucker
Briar Vista	55	40	20%	31%	38%	6%	455	4.6	Lakeside
Laurel Ridge	42	17	49%	15%	20%	11%	476	4.7	Druid Hills
Evansdale	57	28	22%	23%	43%	7%	588	4.7	Lakeside
Cary Reynolds	97	79	1%	5%	81%	11%	919	4.7	Cross Keys
Ashford Park	26	13	57%	13%	18%	6%	550	4.9	Chamblee
McLendon	86	51	10%	43%	16%	29%	457	5.2	Druid Hills
Brockett	76	34	14%	28%	31%	23%	449	6.0	Tucker
Pleasantdale	96	54	2%	24%	69%	2%	798	6.0	Lakeside
Livsey	41	22	39%	20%	29%	6%	389	6.3	Tucker

The GLOBE Academy Diversity Action Plan

Jolly	97	62	7%	46%	4%	40%	865	6.7	Clarkston
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**Frequently Compared Charter Schools**

ICS	73	44	21%	35%	4%	34%	401	6	
Museum	12	2	58%	27%	6%	2%	535	8.1	
Tapestry	0	4	54%	30%	6%	4%	158	4.1	

**Feeder Middle Schools**

Henderson	54	15	29%	23%	40%	5%	1,542	3.6	Lakeside
Sequoyah	96	50	1%	4%	89%	5%	1,591	4.5	Cross Keys
Tucker	62	17	10%	60%	15%	13%	1,330	6.1	Tucker
Druid Hills	56	16	23%	46%	14%	13%	928	3.8	Druid Hills
Freedom	96	44	4%	60%	4%	32%	1,203	11.6	Clarkston
Chamblee	32	6	42%	26%	17%	12%	971	5.9	Chamblee

**Feeder High Schools**

Lakeside	41	9	34%	26%	32%	6%	2,161	0.5	Lakeside
Chamblee Charter	35	4	29%	31%	25%	11%	1,616	5.1	Chamblee
Cross Keys	87	39	1%	6%	86%	6%	1,371	4.6	Cross Keys
Tucker	76	21	9%	62%	11%	15%	1,730	5.3	Tucker
Druid Hills	54	12	23%	46%	13%	13%	1,289	5.5	Druid Hills
Clarkston	85	41	3%	61%	4%	31%	1,557	7	Clarkston

DeKalb	72	16	11%	63%	17%	7%	101,086		
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**APPENDIX B – Student Recruitment ideas for review by committee**

This is an initial list of student recruitment ideas being explored by the Diversity Committee.

- Reach out to underserved communities and families that lack traditional networks
- Increase marketing efforts in these community through:
  - Direct mailing of school brochures;
  - Creating marketing materials in multiple languages;
  - Door-to-door informational campaigns;
  - Informational sessions in community organizations;
- Offer the application form along with translators to help non-English speaking families
- Make the application form available in hard copy for parents who do not have access to the internet
- Make the application form available in locations besides the school building
- Address parent volunteer requests to consider parents who work multiple jobs or non-traditional hours
- Provide GLOBE registration information in English, French, Mandarin and Spanish to nearby Pre-Schools
  - KinderCare Learning Center #412 2459 Dresden Dr, Chamblee, GA 30341
  - Dresden Elementary 2449 Dresden Drive, Chamblee, GA 30341
  - PCA Head Start – Lawrenceville 3549 Lawrenceville Highway, Tucker, GA 30084
  - KinderCare Learning Center #408 3520 Old Chamblee Tucker Rd., Atlanta, GA 30340
  - The Sunshine House #67 1720 Montreal Circle, Tucker, GA 30084
  - KinderCare Learning Center #404 2865 Buford Hwy., NE, Atlanta, GA 30329
  - Woodward Elementary 3034 Curtis Dr., NE, Atlanta, GA 30319-4163
  - Montclair Elementary 1680 Clairmont Pl NE, Atlanta, GA 30329-1610

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- Dresden Elementary 2449 Dresden Drive, Chamblee, GA 30341
- KinderCare Learning Center #412 2459 Dresden Dr, Chamblee, GA 30341
- Sheltering Arms - International Village Center 3375 Chamblee Dunwoody Road, Atlanta, GA 30341
- The Academy of Brilliant Scholars 3155 Chestnut Dr., Doraville, GA 30340
- Pleasantdale Elementary 3695 North Lake Drive, Doraville, GA 30340
- Footprints to Scholars Learning Center 3754 Pleasantdale Road, Doraville, GA 30340
- Oakcliff Elementary 3150 Willow Oak Way, Doraville, GA 30340-2526
- Early Learning Scholars 3534 Clarkston Industrial Blvd., Clarkston, GA 30021

Potential community organizations to partner with could include:

- Head Start and other pre-school and early childhood centers
- Health clinics
- Civic or cultural groups
- Churches, mosques, synagogues, and other faith-based organizations
- Cultural venues such as museums, theaters, arts spaces or workshops, or sports centers
- Local businesses

**APPENDIX C - Recruit, hire, and retain teachers, administrators, and staff of color**

This is an initial list of recruitment, hiring, and retention ideas being explored by the Diversity Committee:

- Develop new partnerships and maintain and strengthen current partnerships with culturally diverse institutions, such as HBCUs, the Hispanic Education Association, the Association of Black Educators, and the Chinese Language Teachers Association with a focus on conducting targeted recruiting and hiring initiatives for potential candidates that will diversify our staff. Continue to evolve relationship with GSU World Languages Department.
- Analyze data regarding the demographics of new hires and of teachers leaving each school year. Diversity committee will assess patterns or trends which appear in the data, incorporate updates into the diversity plan as needed and annually report out to the Board.
- Establish procedures for diversity orientation for hiring committees. This includes developing a consistent process for screening and interviewing job candidates that includes questions and scenarios relating to diversity and equity.
- Develop processes for selecting diverse staff to serve on all committees.
- Diversity committee to review student and employee exit surveys and make recommendations to improve processes and practices at GLOBE.
- Assure the topic of diversity/equity is included in new employee orientation.
- Advertise vacancies with teacher education colleges that have a significant ethnic minority population. Search for universities outside of Georgia that have language programs or in other countries – pursue the ability to sponsor visas
- Develop and train a recruitment team.
- Work on an internship program that will bring in future candidates of color

<b>Local University Demographics</b>	<b>Am Indian</b>	<b>Asian</b>	<b>Black</b>	<b>Hispanic</b>	<b>White</b>	<b>Mixed</b>
GSU	0.2%	11.6%	40.8%	9.3%	28.8%	4.7%
Spellman	0.1%	0.1%	86.9%	0.3%	0.1%	2.7%
Morehouse	0.1%	0.1%	94.3%	0.6%	0.1%	0.2%
Clark Atlanta						
Clayton State						

**APPENDIX D - Increase cultural awareness of all teachers, administrators, and staff**

This is an initial list of ideas being explored by the Diversity Committee to increase cultural awareness of teachers, administrators and staff:

- Provide ongoing professional development that empowers faculty, staff, students and board members to embrace the differences of others – whether in thought, race, or learning style – through collaborative processes which provide firsthand experiences.
- Utilize instructional materials aligned to Georgia’s Learning Standards which provide all students, particularly those with diverse backgrounds, the academic foundation needed for a strong future, while understanding the cultural differences that may exist in the classroom. Ensure that subject area content reflects ethnic populations.
- Utilize student assessment information (MAP, SLOs, value-added, vendor assessments, etc.) to gain a clear picture of students’ strengths and areas of need.
- Utilize instructional technology as a way to better engage students and close the achievement gap.
- Support students in becoming global citizens by assuring a culturally representative curriculum and experience at GLOBE which encourages understanding
- Provide administrators with ongoing professional development to develop the skill set and needed sensitivity to address, mediate, and work through challenging situations.
- Assess utilizing a recurring diversity awareness survey.
- Provide a variety of opportunities to develop culturally aware student leaders. Building leaders and staff will select participants for leadership opportunities that are visible to the entire student body and reflects the diversity of the school community as a whole (i.e., student announcements, Student Council, student focus groups, extracurricular programs, etc.)
- Evaluate the current process used for screening students for advanced level classes (i.e., sliding scale using a combination of standardized tests, grades, and/or teacher recommendation).
- Promote classroom environments and materials that reflect a variety of populations.
- Assess library resources to ensure they include language and materials of diverse origin and subject.
- Provide faculty with a listing of available supplementary teaching materials and on-line resources that reflect diversity and promote contributions by a variety of cultures – updated annually.
- Consider need for a diversity coordinator who can review materials, make recommendations and act as a resource to all faculty members and staff
- Ensure that all teachers regularly develop lesson plans that promote contributions

made by a variety of cultures.

- Contract a qualified multicultural education resource person who would be responsible for providing cultural competency training and serve as a consultant for the school.
  - Establish a subcommittee at the school level that will review cultural diversity staff development information and recommend individuals who are available to conduct training in the school system. Subcommittee membership should include but not be limited to one member from the Cultural Diversity Committee
  - Consider Affiliation with National Coalition of Diverse Charter Schools to learn with and from like-minded charter schools
  - Increase outreach for diverse community engagement and parental involvement
    - Encourage community and parent participation in board meetings, school activities, Parent Teacher Community Council Meetings, and board committee meetings.
    - Provide a resource list to all teachers about various cultural and commemorative dates so they may acknowledge and celebrate these important cultural milestones.
    - Engage in honest conversation with staff, parents and community members about concerns and issues that impact our diverse population.
    - Share information about school and community resources to assist new families.
    - Support and promote the annual cultural celebrations in the schools.
    - Survey families about their interests to find out how best they can become more involved in our schools.
  - Incorporate report on multicultural activities in the HOS report to board
  - Document existing activities and promote awareness of cultural significance through recognition of anniversaries, accomplishments, and events. Celebrate an ethnic accomplishment or holiday each month. Effort is to be made to extend this objective throughout the school year to all curricula.
  - Add achieving diversity plan goals to HOS annual evaluation
  - Continue to conduct annual INTERNATIONAL FEST and incorporate within diversity goals
  - Create a list of ethnic presenters and programs. Consider ethnic presentations throughout the school year, track in accomplishments
  - Identify and provide opportunities for students to gain a better understanding and sensitivity of different ethnic groups. Present student guided multicultural activities/programs to entire student body.
  - Obtain student evaluations of all programs, including multi-cultural programs
  - Hold forums for open discussions with various topics of concern. (We are doing this now, with no topics, at least at UC – can set a goal for a certain number and decide if they should have some with specific topics
- environment. Establish a committee in each school to discuss school climate. Committee should be composed of students, teachers, administration, and parents

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- Continually renew the commitment from administrators and faculty to support positive self-esteem in students. Conduct monthly discussions with school administrators to reinforce cultural diversity goals
- Establish activities designed to improve school morale.
- Encourage community involvement in creating a culturally inclusive school environment. Increase and receive information about events related to cultural diversity in the community. Develop a format through news organizations specifically for the purpose of publicizing school events related to cultural diversity.

**APPENDIX E: Retention and Academic Success**

This is an initial list of ideas and strategies to assess retention and academic success:

- Analysis of student and teacher retention data – goal of continuing to insure proportionality of students and teacher retention percentages among different demographic groups
- Analysis of student outcomes in the following areas – goal of insuring proportionality of outcomes among different student demographic groups
  - MAP RiT score growth
- Milestones – reading and math percentage passing
  - Assess achievement across subgroups for Milestones and MAP results.
  - Head of School report at board meetings and academic committee meetings will include updates on progress of subgroups
  - Board Members and Academic Committee Chair will continue to join school-level Data Committee meetings

## **APPENDIX F – Weighted Lottery**

Each year of the new charter term, the GLOBE Academy will assess the need to utilize a weighted lottery. Based on the goal to add 4% FRL-eligible students each year and an annual review of racial/demographic makeup, the Board of Directors will assess the need for a weighted lottery to provide economically disadvantaged families an increased chance of admission pursuant to O.C.G.A. § 20-2-2066(a) and SBOE Rule 160-4-9-.04(o).

“Economically disadvantaged” shall mean students who qualify for free or reduced lunch, whose families live below the poverty line, or whose families qualify for one or more of the following federal benefits: SNAP, TANF, WIC, Medicaid, or PINS. As part of the weighted lottery process, new student applicants may voluntarily indicate 'economically disadvantaged' status on the admissions application and such status will be verified as a part of the registration process.

The GLOBE Academy will increase access to the school for educationally disadvantaged students by 4% each year. If this increase does not occur through increased community outreach, then The GLOBE Academy Board will incorporate a weighted lottery for a given year. The weight provided to educationally disadvantaged students will be from 1.5 to 4, as determined by the board of directors.

When the GLOBE Academy employs the weighted lottery in a given year, the Lottery Policy document for that year will include a full description of the weighted lottery policies and processes. The Lottery Policy document is updated annually and posted on the school website by October 1 each year and will be described during school tours and any other outreach events that may occur.

## **The GLOBE Academy’s Vision, Mission and Values – Highlighting Diversity Perspective**

### **Vision**

To develop globally minded citizens who have the knowledge, skills and attitudes to effect positive change in our world.

### **Mission**

The GLOBE Academy fosters Global Learning Opportunities through Balanced Education for children of all backgrounds. With a focus on dual-language immersion, an experiential-learning model and a constructivist approach, GLOBE inspires students to be high-performing lifelong learners equipped to make a positive impact in the world.

### **Core Values**

The GLOBE Academy’s core values are expressed in the acronym, CREST: Community, Respect, Empathy, Sustainability and Trust. These values are expected of the governing board, faculty, staff, parents, and students. They are woven into daily life at GLOBE and incorporated into the curriculum.

**Community:** We are inclusive, and we nurture and support one another.

**Respect:** We treat ourselves and each other with kindness and dignity.

**Empathy:** We strive to understand and share the feelings of others

**Sustainability:** We aim to conserve our resources for optimal use in the present and future.

**Trust:** We are committed to honesty, transparency, and respectfully sharing our thoughts and encouraging others to do the same.