

Applications: Amana Academy, Inc.

Implementation Budget Requested

\$500,000.00

Planning Budget Requested

\$0.00

Total Budget Requested

\$500,000.00

Planning Reimbursements

\$0.00

Implementation Reimbursements

\$0.00

Total Reimbursements**Remaining Budget**

\$500,000.00

Profile

Amana Academy, Inc.

Changes Requested**Eligibility for CSP Subgrant**

Expansion

Expansion: Are you requesting an implementation grant?

No

Are you requesting a supplement?

No

Narrative

Provide responses in the text boxes provided. Attachments will not be accepted for this part of the application.

Please describe how the autonomy and flexibility granted to a charter school is consistent with the definition of a charter school in ESEA § 4310 (2).

Established in 2005, Amana Academy is a K-8 start-up charter school authorized by Fulton County Public Schools and the Georgia Department of Education. We recently were approved for our fifth charter term, which expires in June 2029. Now in our 19th year of operation, Amana has grown from 130 students in its opening year to more than 750 students entering the doors in 2024. We recently moved to cap our growth at 862 students in our most recent charter.

Amana's mission is to prepare students for high academic achievement, beyond what they think possible, so that they become active contributors to building a better world. Our goal is to create an environment where parents, teachers, administrators and partners collaboratively offer an educational experience that develops 21st century Citizen Scholars who possess a healthy balance of intellect and ethical character – students with a positive self-image who are motivated for lifelong learning and achievement, who respect others and the environment and who can skillfully express their interests and passions.

Our approach is grounded in the EL Education model, respecting teachers and school leaders as creative agents in igniting each student's motivation and critical-thinking skills through in-depth, experience-based, integrated instruction across STEM subjects (Science, Technology, Engineering, Math) and the Humanities. Our definition of student success combines academic achievement, exemplary communication skills, world language proficiency in Arabic, single-gender classroom instruction, and relevant co-curricular and extracurricular activities. We believe that

academic success is built on strong character qualities of mutual social respect, positive discipline, collaborative learning and an ethic of civic and environmental responsibility shaped through engaging and challenging academic work.

Our Guiding Principle - Stewardship, connoted in the Arabic word "Amana", is the guiding principle and mindset of Amana Academy's concept. It is not only our goal to teach stewardship, but also that it is to be actualized in personal habits. Beyond our educational philosophy, Amana Academy's community has adopted this principle as the basic value that steers decision-making, staff selection, financial decisions and other activities related to its operation. Inherent in the concept of stewardship is a developed sense of responsibility - a sense of being a trustee. This developed and integrated sense of responsibility translates into service, which is manifested in the following hierarchy of responsibility:

I. Individual Responsibility (Scholarship) - Seeking knowledge is a responsibility. The pursuit of self-excellence in our education and the proper development of personal abilities and skills enable us to realize our potential. Avoiding what harms and seeking what benefits the mind and body in a healthy environment (place/people) benefit our character, education and physical being.

II. Responsibility Toward Community (Sustainability) - As a school community, our first responsibility is the education of future citizens, by modeling teamwork, life-long learning and personal integrity. As stewards of knowledge, skills and abilities, we each have the responsibility of putting our capabilities to use by serving and positively influencing society. Our responsibility as an institution is to create a welcoming atmosphere of openness, efficiency and accountability with all of the stakeholders. We serve our community when personal interactions exemplify civil treatment, principled modest conduct, a respectful demeanor and humble attitude. By persevering to work together as a united community, we gain a continuous source of renewal and positive peer pressure that helps us attain our goals.

III. Responsibility Toward Humanity and Environment (STEM/Global Engagement)

Our priority in addressing global human issues, sustainable development and environmental stewardship is to use reality-based scientific, social and cultural study and through hands-on community experience. By understanding our unique purpose in this world and how our simple daily choices affect it, we will be in a better position to make contributions to humanity and the environment.

Guided by this ethic of stewardship, Amana recognizes the value for children to pursue education that positions them well academically and competitively, encourages them to bridge cultural gaps, and allows them to affect positive change in society.

These aspirations have inspired our focused educational approach—in a K-8 format—that does not exist at other schools in the Fulton County system, and therefore aligns with the charter school paradigm of a public school of choice. Amana Academy seeks to build on its successful track record with organizational standing and student achievement, and we're proud of our achievements over the years, including the following:

In 2016, we were the first K-8 school in Georgia to be awarded STEM School Certification by the Georgia Department of Education. This certification was renewed in 2023.

In 2018, we received credentialing from EL Education, meaning that we offer EL with fidelity and serve as a model organization. This credential was renewed again in 2024.

Also in 2018, we had the highest CCRPI score among Georgia Charter Schools

In 2022, we replicated our successful model to open Amana Academy West Atlanta in Mableton, GA. This campus now serves over 200 students from grades K-5 as it enters its third year.

In November 2023, 14 middle school students received funding through the Qatar Foundation International to visit Qatar to further enhance their Arabic language studies.

In December 2023, two 8th grade students from Amana Academy served as plenary keynote speakers at the EL National Conference, speaking in front of more than 1,000 guests on the main stage.

In the 2022-23 school year, we were one of 22 Fulton County schools recognized as a Literacy Leader based on student success through the Science of Reading.

We are also grateful for deep partnerships within our community that help our students continue to embrace STEM learning outside of the classroom, and we hold true to these partnerships bolstering the charter school model and the flexibility it provides us to offer unique experiences to our students. This school year, 2023-24, we partnered with Fiserv to pilot their Fin Future Techies program (only previously established at their New Jersey location) at their Alpharetta campus just 10 minutes from our school. This 12-week program is fully funded by Fiserv and provides 60 of Amana's students, grades 5 through 8, with a weekly dive into various topics within the FinTech industry. The hope is to encourage students to see the value in their STEM lessons at school and consider the myriad of opportunities that exist in the professional world after their education is complete. In addition to the 60 students served, Fiserv is also employing five of our teachers to help facilitate the program, which not only offers our teachers additional income, but also more experience they can bring back into Amana classrooms. There was great enthusiasm for this new program and we look forward to a long and successful partnership.

For the last three years, we have also partnered with the Atlanta Science Festival (ASF) in its mission to spread a passion for STEM in Metro

Atlanta. In 2024, our ChangeMaker Faire event was one of a handful of North Fulton events featured in the ASF line-up of free, family-friendly events. The event features drones, crafts, Lego, and beyond. In 2023, we hosted a sponsor tent at the Piedmont Park festivities for the festival, inspiring hands-on building with toothpicks and gumdrops to show off engineering skills.

At the heart of our approach is the use of the Harvard-based EL Education (formerly Expeditionary Learning) framework, one of the Nation's most innovative and acclaimed whole-school design instructional models. Through the model's design principles and core practices, EL's non-profit organization provides Amana leaders and teachers with professional development, curriculum planning resources, and new school structures to boost student engagement, character, and achievement. The EL Core Practices address five key dimensions of life at Amana Academy including Curriculum, Instruction, Culture & Character, Assessment, and Leadership. Amana Academy continues to apply EL norms, practices, and structures to all aspects of the school, and extends it to new priorities that have emerged as a result of student achievement data (presented in the petition addendum), such as our implementation of STEM Education (Science, Technology, Engineering, Math) in a form we have named Expeditionary STEM.

As Amana Academy has matured and evolved, so has EL. The model today truly reflects educational best practices, and it has enriched the learning experience for Amana Academy students. Learning at Amana Academy is active. Students are scientists, urban planners, historians, and activists, investigating real community problems and collaborating with peers to develop creative, actionable solutions. Learning is challenging. Students at all levels are pushed and supported to do more than they think they can. Excellence is expected in the quality of their work and thinking. Our unique school culture supports this demanding educational model with incredible results.

We believe that this model, which places equal emphasis on character education and academic achievement, allows students from all backgrounds and abilities to succeed, and we see that playing out, particularly in our middle school where we have consistently seen growth and achievement rates that far exceed both the county and the state levels, and rival the highest performing middle schools in Fulton County.

During the next charter renewal, we will refresh our campus master plan with the objective of becoming a demonstration school to represent "expeditionary STEM education" and environmental sustainability. We are looking at enhancing gathering spaces, such as extending our unique front-facing bioswale feature into a legacy lawn to be used for community circle and outdoor performances and events. We also look forward to partnering with the City of Alpharetta as they are reimagining playground space in Wills Park adjacent to our facility to include a low-ropes course that promotes courage and adventure, an EL Education core practice. Indoors, we have invested in upgrading our elementary and middle school makerspaces and plan next to transform our tired media center into a modern learning commons and hope to learn from and partner with Fulton County Schools on promising trends. We already have outlets for sharing out our school mission, vision, and methodology, in events like STEM\venture days (in-person STEM-focused tour led by student docents to witness interdisciplinary STEM integration); hosting BES leadership cohorts, and serving as a Site Institute for the EL National Conference in 2018 and 2024.

In exchange for Amana's commitment to meet or exceed these performance based goals and measurable objectives, we have been granted the maximum flexibility allowed by law, pursuant to O.C.G.A 20-202065(a), as well as from the provisions of Title 20 of the Official Code of Georgia Annotated, and from any state or local rule, regulation, policy, or procedure established by the local or state board of education.

Please briefly describe how the applicant school/network will utilize CSP Subgrant funds and why these funds are necessary to meet the school's goals. Separate activities by Planning and Implementation subgrant periods.

Funds from a CSP grant will support several budgetary needs that support enrollment growth: (1) new curriculum (2) technology needs (3) professional development, (4) marketing for recruitment and (5) supplies.

Curriculum. Stemscores is a new resource for the 2023-24 school year. We have had great success with this program in the past, but did not use it in the 2022-23 school year. Having a strong curriculum in place is the foundation upon which we build our school's success; it also happens to be one of the highest cost burdens on our bottom line. Support from the CSP subgrant now ensures that we can set the stage for learning growth this school year, which will only be built upon year over year as we continue to grow and expand.

Technology. As we grow our student body, we will need new technology to support the classrooms. Amana needs to upgrade staff devices as well as classroom smart boards in order to stay technologically current in the type of digital learning the school can provide. In addition, we strive for a 1:1 Google Chromebook ratio for all students at all times, and we will need additional computers to meet this goal in the coming years.

Chromebooks are used in the classroom to further support teacher-led instruction. In first grade, students may use the computer to practice reading skills, whereas in middle school students may be researching for a report. Providing these Chromebooks ensures that all students have access to the same technology, regardless of socioeconomic status, and by providing all students with the same model, it limits any student differentiation that would identify students as low socio-economic status. A grant from CSP will ensure that every classroom can have access to a working technology, which will enhance the learning experience for our students and the teacher experience for our staff. Key software needs are expanding with our school as well. Go Guardian is a new cybersecurity software program that is necessary for internet safety that we plan to purchase this school year.

Professional Development. As Amana continues to grow and maintain its commitment to quality education for a diverse student body, we are experiencing the same difficulties and challenges seen among many schools across the state and nation: maintaining a strong workforce of teachers, rising costs for salaries and benefits, and nationwide decreases in student literacy (according to 3rd grade testing). Essentially, teachers are leaving the workforce, resulting in a high turnover rate that requires a lot of professional development, morale building, and team-building, all while focusing on raising test scores for a generation of students whose educational journey was interrupted by a national pandemic. That being said, it is of the utmost importance that we continue our focus on our EL Education model and the contract associated with it. New to the 2024-25 school year, we have expanded our contract to add tiered professional development for all teachers, which will vary based on their confidence and ability with EL Education and classroom management overall. This upgraded contract will also provide training specifically for the new leadership team. A new principal (Amy Bryson) is joining the team this year, and much of her senior leadership team is also new in their roles; training and team-building for this group in particular will be critical for building confidence and trust within the school community at large.

Marketing. In order to grow our student body, we must be appropriately marketing our school to families, potential employees, and the community at large. We have created a substantial plan to focus on enrollment efforts over the next three years to ensure that families with school-aged children are well aware of the opportunity provided by an education at Amana Academy. Already this summer (within the 90 day parameter), we have utilized billboards and NPR radio and social media advertisements to expand exposure in the metro Atlanta market. One of the best ways to recruit new families to our school is to recruit top teaching talent in the field. Advertising through LinkedIn, Indeed and a variety of other platforms and job fairs, ensures we attract the talent we need.

Supplies/Equipment. With additional students, we will have needs in several key areas for non-consumable supplies. In particular, we will need additional desks, chairs, and group tables to properly outfit classrooms. For example, we will be adding an additional kindergarten classroom in 2025-26 and will need to completely outfit this room. For increased usage by teachers, we have changed our lease on copiers to newer, bigger copier machines that will be more capable of handling higher volume. Finally, upgrades to the AV system in our cafeteria will be critical to every group gathering that takes place here - from Community Circle each Friday, where we celebrate students exhibiting positive behavior, to parent meetings after school, to student talent shows, and everything in between. The cafeteria is our one and only space for large gatherings, and having a working AV system will ensure that we can communicate with attendees and provide positive experiences in each interaction within this space. School culture is such a critical piece of Amana's fabric, and these group gatherings work together with classroom directives to build this culture. Having a wonderful (working) space to facilitate this key aspect of school life for our students and teachers will have a significant impact.

We have a five-year plan to focus on reaching pay parity for teachers commensurate with Fulton County Schools, which has ultimately encouraged us to pay close attention to our staffing plan and restructure positions as we learn more about how best to utilize certain roles' time and talents. Further, as a charter school that does not receive funding from Fulton County for facilities, our already lean budget is stretched by our annual mortgage payment, along with any facility upgrades or repairs that are necessary. Within the last three years, we have had to replace the roof, replace several HVAC systems, and replaced an entire classroom and hallway floor after the laminate had a chemical reaction to new cleaning solutions, which caused the floor to bow and crack. We know that as our building continues to age and experience the natural wear and tear of housing 800+ students and their families that additional needs for repairs will arise as well. It is in our best interest to remain diligent with our budgeting and financial policies and actions.

Please describe how the applicant school/network is responding to community need and will use effective parent, family, and community engagement strategies. Include information on the needs analysis the school completed and the results. Also, include a description of how the school is soliciting and considering input from parents and members of the community and how the school will use effective parent, family, and community engagement strategies.

While it is true that enrollment numbers in Fulton County Public Schools are trending downward, enrollment numbers at Amana Academy have remained flat. In fact, an article published by the Georgia Charter School Association in December of 2024 shared that charter school enrollment grew by 6% in the last year while traditional public school enrollment decreased by 1%. Parents are searching for alternate options for schooling for their children, and Amana Academy is grateful to be in consideration by many of these families who are looking for a more diverse, welcoming, and multi-faceted experience than what might be offered by their local district traditional school. Similarly, with the Fulton County School Board's vote in April 2024 to permanently close S.L. Lewis Elementary School in South Fulton, which enrolled 600 students, and the Fulton Leadership Academy in East Point, which enrolled an additional 270 students.; with these closures, it is also likely that these families are looking for alternative options than other public South Fulton schools for their students. Amana Academy's student population has approximately 10% of all students matriculating from South Fulton, so we do not anticipate that the distance is not a barrier for their attendance.

Especially after the effects of the pandemic remained over many years, parents and students are realizing that there are alternative options for education, and Amana Academy is happy to welcome new families into our school community. As another outcome from the pandemic, Amana leadership introduced a new initiative called Re-Engage and Re-Imagine, which essentially acknowledged that a clear shift has occurred following COVID-19, and returning to "pre-pandemic ways" was not likely; instead, how can we reframe what our future should look like?

In February 2024, the Governance Board began this work at their Spring retreat. A month later, in partnership with PTO, we hosted the State of the School Address in conjunction with a PTO Town Hall. Here, we hosted a world cafe exercise with flip charts and small working groups of parents in attendance to identify and prioritize the needs and wants of our parent community. From this session, and from additional staff-only listening circles, we summarized the highest priorities to four working task forces: staff onboarding, parent onboarding, positive school climate, and improved communication. Each task force began work in April and wrapped up their efforts early July. The results from each working group will roll out this school year with an ultimate goal of retaining our current students and teachers, and also attracting new families and teachers as a result of positive word of mouth. As we roll out these new initiatives, we will communicate the results with parents. We also plan to have two listening sessions during the year and new principal breakfasts called "Breakfast with Bryson."

We regularly send all families surveys for their feedback. Admittedly, participation rates are low, but we take all feedback into consideration and review those details and comments. Our Board of Directors is composed of Amana parents and non-parents in order to ensure a wide range of inputs from varied stakeholders. Backgrounds of board members include nonprofit professionals, educational thought leaders, legal counsel, and various business skill sets. Parents are recruited from both Amana campuses for shared representation; we also limit the number of parents on the board to ensure that we are following charter school best practices.

As additional forms of input, we strive to build strong partnerships within the community, and we value the input from these partners in many aspects of our organization's day to day operations. In 2023-24, we began a partnership with Fiserv for an afterschool program to complement our school day for 60 students in grades 5 through 8. Our own teachers were hired as Fiserv contractors to help with the weekly programming, which provided amazing professional development for these teachers, while providing them with new skills and ideas to bring back to the classroom. Similar partnerships exist with the City of Alpharetta - with whom we have consulted for many physical renovation projects at our school site - and with Outward Bound, EL Education, and many others who more directly impact our methodology for teaching and professional development opportunities.

We plan to continue fostering regular communication with parents and the community in the coming years. We have a wonderful opportunity at the current moment in time as we have recently hired a new principal for the school, Amy Bryson. We are already hosting several meet and greet events for the school community, and we plan to host several meetings with key stakeholders for formal introductions to Principal Bryson as well. As with previous school leaders, we remain consistent with an open door policy for the school principal and the executive director, and share this policy and invitation at all school gatherings and in school wide communications.

The board listening session for staff last year was highly successful and garnered some positive morale across the staff, and we anticipate repeating these conversations quarterly for all interested parties. Particularly during this time of transition, it is highly important that we receive regular feedback from the staff on new leadership and a steady growth trajectory.

Our partnership with PTO is a key method for securing parent and community engagement; this is a particular focus area for the coming school year as we work to rebuild parent engagement levels, which have decreased since our return from COVID protocols. In conjunction with this partnership, we have staffed a parent liaison position and are looking forward to this role serving a crucial function of being a first line of triage and support for parents who are in need of answered questions and beyond. This role is also key in welcoming potential new parents on campus for tours, ensuring that they are seeing all the school has to offer their children.

Marketing efforts are already underway to ensure that the Amana Academy name is recognizable and out in the community at-large. We recently utilized advertisements on NPR, social media, and billboards across metro Atlanta to increase awareness of our school to a wider audience. We are researching other options for marketing, including direct mail pieces, paid social media advertisements, and additional use of radio and billboard advertisements.

Please explain how the applicant school/network will demonstrate a growth mindset throughout the subgrant term.

The 2024-25 school year marks a key moment for resetting and recommitting to the great work that our school has been doing for nearly 20 years. With new principal Amy Bryson on board, we have a new leader with a fresh take on a methodology that is evidence-based and has a lens toward equity. We know that we are capable of rebuilding to a point of stronger enrollment to rival pre-pandemic rates and beyond, and our commitment to excellence in education and school character will be the foundations to do so.

The Reimagine and Re-engage work that our team has been leaning into since February is another great example of our team's commitment to rebuilding on the successes we have already seen within our model and the plans to build and grow.

All of this work builds upon the core norms that our school staff uses for all collaboration. At the start of every meeting, we list the norms that level set and establish the ground rules and expectations for working together to reach a common goal. There is one particularly poignant norm that is fitting for the growth mindset: "Have a bias toward yes." A natural human instinct is often an immediate no in response to things that are new, or different, or hard. Our norm urges us all to see beyond "the way we've always done things" and instead see possibilities for growth and innovation.

Please explain how the applicant school/network will commit to the CSP subgrant agreement and meet the requirements and objectives of the CSP subgrant. Identify the person(s) or position(s) who will be responsible for CSP subgrant activities, including reporting, procurement/purchasing, bookkeeping, accounting, and recordkeeping of expenditures.

Amana Academy is grateful to have experience specifically with a CSP Expansion grant already, given our expansion to Amana West in 2022. Our 2019 grant provided us with an in-depth understanding of the grant requirements and the monitoring and inventory needs associated as well. Arelis Elfiky is Amana Academy's Controller with over 20 years of private and nonprofit experience that she brings to the role. In her four years at Amana, she has managed the CSP Expansion grant for Amana West (managed through GaDOE at the time of our grant term) and the GEERII grant (under the SCSF's guidance). Arelis will serve as the primary manager of the CSP subgrant and her wealth of knowledge will be quite helpful. In addition, Amana Academy has recently onboarded a new part time Accounting Specialist to help with monthly reconciliations and Quickbooks data entry. This role will be trained for purchasing and inventory management and will be crucial for grant requirement fulfillment as well. Director of Operations/CFO, Missy Rahman, who manages finances for the overarching organization, will oversee the subgrant as well.

Please explain the applicant school/network's readiness for opening, replicating, or expanding. Briefly describe how the applicant school/network is assembling a team and ensuring the school is prepared.

As mentioned in earlier questions, Amana Academy is committed to building on its past successes to rebuild and grow from many different angles. We have secured 16 new teachers for the 2024-25 school year, all diverse and representing some great potential as part of the Amana Crew. Under the leadership of our new principal, our team is in a great position to learn and grow from each other and from our many veteran teachers, many of whom have been promoted to positions that enable them to serve as coaches as mentors within the school. Principal Bryson comes to Amana most recently from KIPP Metro Atlanta network of schools and has 13 years of experience in roles of increasing leadership responsibility. She has served as a School Advisor and School Director with Teach for America; and as Instructional Coach, Assistant Principal, and Principal with KIPP—most recently four years as a founding Principal at KIPP Soul Academy in Atlanta. Amy was also honored with National Fischer and Miles Family fellowships within the KIPP network and served in advisory and committee chair roles with Minority Health Conference in Chapel Hill and Connect Ed 4 Health in Atlanta. She is primed for this position and is bringing new energy to the whole school.

Meanwhile, executive director Ehab Jaleel is nearing 15 years with Amana Academy. Two years ago, he successfully led the school into its first expansion as it replicated by establishing Amana Academy West Atlanta. He has built a strong NetworkOffice team around him to support this growth, and the Board of Directors has approved this approach and has been quite impressed with the work the small-but-mighty team has accomplished. From marketing to fundraising and operations and finance, the central office team has ensured that the school is in compliance with all necessary regulations and that the students, staff, and funding are all in place to bring the ultimate vision of Amana Academy to life.

Please describe how the applicant school/network will establish and maintain a racially and socio-economically diverse student population and endeavor to recruit faculty and staff who are similarly diverse.

Amana Academy has a historically diverse student population, which is more representative of the full population of Fulton County rather than the location it resides in. We pride ourselves on the rich diversity of our community. Not only are our students wonderfully diverse, representing over 36 countries with 24 languages spoken at home, but our staff mirrors this diversity, ensuring that students are seeing critical representation in this place of learning and growth. Demographically speaking, we serve a diverse population of students, with no overwhelming majority race or ethnicity represented: 40% of our students are Black/African-American, 24% are Asian, 23% are White, 82% are Hispanic, and 4% are multi-racial. 54% of our students qualify for free or reduced lunch through the National School Lunch Program, which qualifies us as a Title I School. Another 24% of our students are English Language Learners, and just under 10% of our students receive exceptional education support. While the majority (about 90%) of our students come to us from Alpharetta, Roswell, Milton and Johns Creek, approximately 5% choose to travel from Sandy Springs and other North Fulton communities, and 5% come from as far as College Park, Fairburn and Palmetto—a 90 minute commute.

We regained Title I status this year, and shortly after regaining it, our Board of Directors doubled down, voting to show that they firmly believe a standing goal of Amana Academy is to maintain Title I status.

Now, the responsibility falls to our team to ensure that we are first providing an educational experience for a diverse group of students and that is up to a level of excellence that entices existing families to share out about. It is also our responsibility to create a marketing plan that will inherently provide outreach to different ethnic and racial groups, along with different socioeconomic statuses. The whole of Fulton County is richly diverse in each of these areas, so it is critical that we market every community, and not just the North Fulton community immediately surrounding our campus. Amana Academy will continue to celebrate differences through monthly celebrations and pride months, the annual International Festival, and Arabic Community Circle. We will also maintain our commitment to a diverse staff and board, which will ensure that a wide range of voices are heard as we plan for our school's future.

As we plan for reaching students in communities that may have a higher rate of low socioeconomic status, we are intentional in making strategic choices for the two bus routes that offer pickup in the Roswell and Johns Creek areas. By providing easier transportation options for students who live a bit further away from the school, we create a diverse student population and ensure that no student is turned away because they cannot get to and from school.

We anticipate that we will continue to have a diverse student population, with a goal of maintaining no racial majority within our student population. We know the value of students learning, growing, and interacting with a diverse range of race, socioeconomic status, and belief systems, and we intend to protect and promote this diversity.

Provide details about how the applicant school/network will maintain financial sustainability after the end of the subgrant period.

A healthy enrollment of students each year is the strongest form of viability we can receive. Amana Academy is primarily funded through per pupil budgeting provided by Fulton County Schools. As you know, this is similar to the funding of traditional public schools, but at a lower rate that does not cover facilities funding. Healthy enrollment is crucial for sustainable budgets in the coming years, and we are confident that our efforts over the coming years will ensure that enrollment will continue to meet our goals.

Additionally, Amana Academy hired its first Director of Development in 2021, establishing a formal system for raising additional funds for the school to add to the funding diversity and to fill the gap created by facilities needs. Amana Academy is currently onboarding the new staff person to fill this role and continue the work of raising over \$1.5 million annually to support both Amana campuses for a healthy overall budget for the organization at-large.

Other Information - Uploads

Please provide the following documents/information by uploading them here.

Please upload the applicant school/network's recruitment and enrollment policy and procedures. If the school is proposing use of a weighted lottery, please include the weighted lottery policy. All weighted lottery policies must be approved by the SCSF and the U.S. Department of Education as a condition of any CSP Subgrant.

Exhibit 9 - Amana Academy Annual Enrollment and Lottery Procedures Policy Description.pdf

If necessary, please upload a second document.

Please upload the applicant school's retention and discipline policy.

FCS Code of Conduct.pdf

Please upload how the applicant school has/will meet the educational needs of all students, including children with disabilities and English learners. For replication and expansion applicants, upload the percentage of students with disabilities and English learners who have been served over the last three (3) years by the applicant school.

ESOL and support services.docx

Please upload the charter contract with the authorizer and/or other document that includes the performance measures agreed to by the authorizer and school.

Amana Academy Contract 5.14.24.pdf

Please upload the applicant school's transportation plan.

Transportation Plan.pdf

Relationship with CMO/EMO

Does the school have a relationship with CMO/EMO?

No

Additional Information for Replication & Expansion Applicants

Please describe how the applicant school meets the federal definition of "high-quality charter school" as described under ESEA § 4310 (8). Evidence of a high-quality charter school includes one or more of the following.

Choose yes for the one that applies and leave any that do not blank.

State charter school has met expectations in all areas under the State Charter Schools Commission's Comprehensive Performance Framework (CPF) for at least three (3) of the four (4) previous years.

Yes

Locally-commissioned charter school has met authorizer expectations as described in the charter contract for academics and operations for at least three (3) of the four (4) previous years. The applicant must upload evidence of meeting authorizer standards, which may include copies of reports, screenshots of performance matrices, and/or a letter from the authorizer.

Yes

Locally-commissioned charter school has CCRPI metrics and/or Milestones results demonstrating high-quality academics for students. The SCSF must approve the evidence submitted and may request additional information.

Yes

Please upload evidence for meeting the definition of a "high-quality charter school."

Milestones & CCRPI Data - 3 years.docx

Please verify that the applicant school has not received a subgrant under this CSP grant (through the SCSF) for a 5-year period unless the applicant can prove three (3) years of improved educational results for enrolled students. Evidence of improved educational results may be uploaded.

The school/network has received a previous CSP subgrant in the last 5 years.

Alternatively, please provide a website link to the approved budget and minutes for approving the budget.

<https://amanaacademy.org/about/governance/board-calendar/>

Please upload policies for compliance with Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et. Seq) and Open Records Act (O.C.G.A. § 50-18-70 et. seq) requirements. Provide links to the applicant school's website for meeting information and instructions for making open records requests.

Amana Bylaws final.pdf

Priorities

Priorities Claimed

None

Assurances

The applicant charter school/network must agree to assurances related to the CSP SE Grant program and requirements set forth by the State

Charter Schools Foundation of Georgia. The board chair must sign this document, and it should be uploaded below.

[Link to the Georgia CSP Subgrant Assurances](https://drive.google.com/file/d/1MMz7OJ1UbTqfE6giNove2JBtWAdDqjD-/view?usp=sharing)

File Upload: CSP Subgrant Assurances

Georgia CSP Subgrant Application Assurances (1).pdf

Submission Date

07/16/2024

Applications: File Attachments

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Please upload the applicant school's retention and discipline policy.

FCS Code of Conduct.pdf

Please upload how the applicant school has/will meet the educational needs of all students, including children with disabilities and English learners. For replication and expansion applicants, upload the percentage of students with disabilities and English learners who have been served over the last three (3) years by the applicant school.

ESOL and support services.docx

Please upload the charter contract with the authorizer and/or other document that includes the performance measures agreed to by the authorizer and school.

Amana Academy Contract 5.14.24.pdf

Please upload the applicant school's transportation plan.

Transportation Plan.pdf

Please upload evidence for meeting the definition of a "high-quality charter school."

Milestones & CCRPI Data - 3 years.docx

Please upload policies for compliance with Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et. Seq) and Open Records Act (O.C.G.A. § 50-18-70 et. seq) requirements. Provide links to the applicant school's website for meeting information and instructions for making open records requests.

Amana Bylaws final.pdf

File Upload: CSP Subgrant Assurances

Georgia CSP Subgrant Application Assurances (1).pdf

Amana Academy Annual Enrollment and Lottery Procedures Policy Description

Amana Academy will admit students on a space-available basis. Any student who is a resident of Fulton County (outside the Atlanta city limits) and who meets the minimum age and grade requirements is eligible to attend. Amana Academy will not discriminate on the basis of race, ethnicity, national origin, gender, religion or disability. Being a public charter school, Amana Academy will not charge tuition. Amana Academy shall not accept students who reside outside the School System, as they are ineligible to attend schools in the Fulton County School System.

The pre-enrollment form (Exhibit 8) requests the following information: student's name; date of birth; grade level; address; names, addresses, and telephone numbers of parents/guardians; names of siblings also applying; and a signature verifying that the information is correct and that the parents/guardians are choosing education at Amana Academy for their child. Application forms must be submitted to the school by the annual deadline determined by the Board.

Timetable for Registering and Admitting Students

Month	Activity
January of each year (except the initial year of operation)	Open enrollment begins for the following school year.
February	Lottery conducted if necessary.
March of each year	Enrollment begins for following school year.
March 1 of each year	Admitted student information for the following school year provided to Fulton County School System

Amana agrees to begin enrollment for the upcoming school year and provide the names, addresses and home school of all accepted students to the School System no later than **March 1** and that failure to do so may result in the termination of the charter. It is understood that the school can continue

to accept students after this date, and that it will continue to update the system on the number of students registered and all other student information as requested.

If the number of applicants exceeds the school's enrollment cap, admission preference will be given according to the following enrollment priorities pursuant to O.C.G.A. 20-2-2066 (a)(1):

- a sibling of a student already enrolled at Amana
- a student whose parent or guardian is a member of the governing board of Amana or is a full-time teacher, professional or other employee at Amana

After those students are placed, a random lottery will be held to fill remaining spots.

1. The pool of applicants will be sorted according to admissions preferences provided for by statute and by grade level, starting with kindergarten;
2. Within each grade level, applications will be sorted according to these categories, arranged in order of admissions preference: a) returning resident student; b) child of board member or full-time staff member; c) sibling of returning resident student; d) new resident applicant;
3. The Admissions Committee will reserve spaces for returning students and those students granted enrollment priority. Any remaining spaces will be allocated by holding a drawing of names by category in admissions preference order starting with category d).
4. After all grade levels have been completed, names that remain will be placed by preference category, in drawing order, on the school's waiting list.

Names are drawn one by one; as each student is drawn, that student and applicant siblings are immediately placed in their respective grade levels

When the lottery process is completed, sibling applicants of admitted students will be placed on the waiting list. Twins and members of other multiple births applying together will be entered separately in the lottery. If one twin or multiple-birth sibling is admitted, the other sibling(s) will also be admitted provided there is still space available. If no space is available, they will be placed on the waiting list.

Should attrition reduce the number of enrolled students after completion of the admissions process, Amana Academy will fill openings from the waiting list, in order by category, or if no names remain on

the list, it will hold a secondary admissions process to fill available spaces after a suitable period of full public notice.

Admission decisions will be made by the process described above on the date set by the Governing Board. Parents/guardians will be notified of each child's admission status and will have no less than seven calendar days after the postmarked date on the notification to return a signed enrollment registration application for each child offered enrollment or signed waiting-list applicant card for wait-listed children. If no form has been returned by the stated deadline, the child's admission space or waiting-list order will be forfeited and given to the next eligible candidate. Parents who will not be available at the home address listed on the application form during the notification period should contact Amana Academy to make alternate arrangements. No students will be admitted after the first ten days of any semester unless otherwise authorized by the Executive Director, for example to fill out enrollment in a particular grade. The Executive Director may consult with the Governance Board on such exceptions.

Fulton County Schools
2023 - 2024
Student Code of Conduct
&
Discipline Handbook



*F*ulton
County Schools
Where Students Come First

For Students, Parents, & Staff



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August 2023

Dear Stakeholders:

The beginning of the 2023-2024 school year is upon us! We have many great accomplishments to celebrate from the previous school year. However, a new school year also presents us with many opportunities to improve the quality of our students' experiences, as well as opportunities to forge ahead with our strategic plan.

School safety remains a top priority for us, and we take maintaining a safe and secure learning environment extremely seriously. This year's Code of Conduct and Discipline Handbook contains some vital information that will help your child understand the expectations of the Fulton County School district. Additionally, this document provides information that will aid students and parents with questions about various services and rights afforded to all students throughout Fulton County Schools.

We all need to work together to provide a safe and nurturing environment for our students. A safe climate is something we must all own and never take for granted. We are asking everyone to help monitor the security of our students and communicate with us concerns or challenges you or others are facing.

We encourage you and your child to take some time to familiarize yourselves with the content of this student handbook. Teachers will spend the first days of school reviewing portions of the handbook with their students. All students and parents are asked to acknowledge receipt of the handbook and to confirm that you have read it. Your child's school will provide a link for you to complete this process.

It is going to take us all working collectively to ensure the safety of everyone who enters our schools. We are looking forward to an exciting, worthwhile 2023-2024 school year!

Sincerely,

Mike Looney, Ed.D.
Superintendent

2023-2024 Code of Conduct: What You Should Know



TIER I offenses are minor acts of misconduct that interfere with the orderly operation of the classroom, a school function, extracurricular/co-curricular program, or approved transportation. (ex. 12a.I: *Excessive Tardiness/Class Cuts*)

TIER III offenses are moderate acts of misconduct that place students or staff at risk of emotional or physical harm which may include threats to health, safety, and/or property of others, and other acts of moderate or repeated misconduct. (ex. 7b.III *No Contact Contract Violation*)

TIER II offenses are intermediate acts of misconduct that may include repeated acts of misconduct from Tier I, acts directed against people or property that do not seriously endanger the health or safety of others and serious disruptions of school order. (ex. 1b.II *disruption/disruptive behavior*)

TIER IV offenses are serious acts of misconduct that place students or staff at risk of emotional or physical harm which may include threats to the health, safety, and/or property of others, and other acts of serious and repeated misconduct. (ex. 5d.IV: *Group Fight*)

NEW CODES

7b.III No Contact Contract Violation

Intentional violation of any no-contact agreement/contract or any term contained therein between students. *Students subject to a no-contact agreement as part of a Title IX investigation may also face emergency removal and/or additional Title IX investigation as a result of any violation of this section.*

8b.IV: Making a false report of a serious crime to school or Emergency Services

Knowingly and willfully make false reports or statements, whether orally or in writing, of a serious crime in progress (e.g., swatting, bomb threat, etc.) or any intention or plan by self or others to commit a serious crime at any Fulton County School (FCS)/FCS campus/FCS property to any local, state or federal tipline, school or school system personnel, and/or to any emergency services agency (police, fire, ambulance/medical, GBI, FBI, 911 emergency calls, etc.). This violation includes communicating or activating any false alarm that also causes a major disruption to school or to the educational process.

INCREASE IN TIERED CONSEQUENCE

8a.III Making False Reports or Statements

CODE ENHANCEMENTS

Consistent Discipline Response

For some Tier IV offenses, there is now a consistent discipline response. A student in Grades 6-12 who has not previously served a long-term suspension or expulsion, has not previously signed a hearing waiver regardless of the amount of discipline assigned, or has not previously been found responsible for a violation of the Code of Conduct at a student disciplinary hearing regardless of the amount of discipline assigned, a student may be assigned to Fulton County School's alternative program, PEAK Academy for 60, 90, or 180 days. The ultimate determination of whether a student qualifies will be made by the Director of Student Discipline, or designee, who may disqualify an otherwise eligible student based on the nature, circumstances, and/or severity of the disciplinary incident

Learn, Earn, Early Return

Students assigned to the Fulton County School's alternative program, PEAK Academy, can earn an early return to his/her home school for some 1st time Tier IV Offenses. While attending PEAK, Students must maintain good attendance, good behavior, remain in good academic standing, fulfill mandatory community service commitment, and complete conflict resolution, anger management and drug/alcohol course (if applicable).

Did You Know?...

Any student possessing a loaded/unloaded firearm or a dangerous weapon will receive a recommendation for expulsion for a minimum of 1 calendar year or permanent expulsion from the Fulton County School System

Student Discipline and Code of Conduct

Board of Education Policy JD

The Board of Education supports all students' rights to learn. To do so, each student must be in a school climate that is satisfying and productive without disruptive behavior by any student infringing upon the rights of others.

Therefore, it is the policy of the Board of Education that each school within this school system shall implement the District's age-appropriate student code of conduct which is designed to improve the student learning environment by improving student behavior and discipline. Schools may address discipline within student handbooks or similar publications, but these publications should be in compliance and consistent with the District student code of conduct. The student code of conduct will comply with state law and state board of education rules and will include the following:

1. Standards for student behavior designed to create the expectation that all students will behave themselves in such a way so as to facilitate a learning environment for themselves and other students. The standards should be designed also to encourage students to respect each other, school system employees and any other persons attending school functions, and to motivate students to obey student behavior policies adopted by this Board and to obey student behavior rules established at each school within this school system;
2. Student support processes designed to consider, as appropriate in light of the severity of the behavioral problem, support services available at each school, the school system and other public entities or community organizations which may assist students to address behavioral problems;
3. Progressive discipline processes are designed to create the expectation that the degree of discipline imposed will be in proportion to the severity of the behavior leading to the discipline and will take into account the previous discipline history of the student and other relevant factors, while ensuring that each student receives the due process mandated by federal and state law;
4. Parental involvement processes are designed to enable parents, guardians, teachers and school administrators to work together to improve and enhance student behavior and academic performance. The process should enable parents, guardians and school employees to communicate freely their concerns about student behaviors that detract from the learning environment.

The code of conduct should require disciplinary action for infractions of the code. Also, parents should be involved in developing and updating a code of conduct.

The student code of conduct should be distributed to each student at the beginning of the school year and upon enrollment of each new student. The parents/guardians will be requested to sign an acknowledgment of the receipt of the code of conduct and promptly return the acknowledgment to the school. The student code of conduct should be available in the school office and each classroom.

Teacher Reporting Information

A teacher has the authority, consistent with Board policy and applicable law, to manage his or her classroom, discipline students, and refer a student to the principal or designee to maintain discipline in the classroom.

Any teacher who has knowledge that a student has exhibited behavior which violates the student code of conduct and repeatedly or substantially interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of such student's classmates to learn should file a report of such behavior with the principal or designee. The principal and teacher should thereafter follow the procedures set forth in Georgia law, specifically O.C.G.A. 20-2-737-738.

Student behavior which violates state or federal laws as specified in O.C.G.A. 20-2-1184 will result in a report being filed with the police and district attorney.

The Superintendent and/or designee shall develop procedures and guidelines as necessary for implementation of this policy and law.

Reporting Inappropriate Behaviors

The District adheres to the requirements found in O.C.G.A. § 20-2-751.7 and the Professional Standards Commission's state mandated process for students to follow reporting instances of alleged inappropriate sexual behavior by a school employee. Any student (or parent or friend of a student) who has been the victim of an act of abuse, sexual abuse, sexual misconduct, or other inappropriate behavior by a teacher, administrator or other school system employee is urged to make an oral report of the act to any teacher, counselor, or administrator at his/her school.

Pursuant to O.C.G.A. § 19-7-5, if a student has allegedly been abused a report of such allegation will be made immediately as provided in, Operating Guidelines JGEB, DFCS Protocol.

Any report of behavior contemplated in O.C.G.A. § 20-2-1184 will be made to the appropriate superintendent level administrator, and school resource officer and the Office of Student Discipline. The Chief of the Fulton County Schools Police or designee will report the matter to the district attorney's office.

Student Discipline and Code of Conduct

JD Operating Guideline

NOTE: Upon implementation of the Title IX revisions released on May 6, 2021, any discipline incident, or portion of a discipline incident, which involves a Title IX matter or incident will be subject to the Title IX Grievance Procedure as detailed at www.fultonschools.org/titleix.

In instances where there has been a report of sexual harassment pursuant to Title IX, see www.fultonschools.org/titleix for more information about supportive measures.

A well-disciplined school promotes the ideal of each student working toward self-management and controlling his or her own actions. At the same time, the school recognizes that adult intervention is both desirable and necessary.

Schools have the goal of helping each student to learn appropriate behavior as he or she develops into a mature member of society. Social, emotional and life skills help students develop into mature members of society by providing the following benefits:

- Promotes character development through the exploration of ethical issues
- Develops a positive and moral climate by engaging the participation of students, teachers, and staff, parents, and communities.
- Teaches students how to solve conflicts fairly, creating safer schools that are freer of intimidation, fear and violence and are more conducive to learning.

The following character traits are essential for students to be competitive locally, nationally, and internationally. These traits should be modeled and maintained by adults and students. This student code of conduct is developed to meet these purposes.

Respect

Showing high regard for self, others, and property.

Responsibility

Being accountable for individual behavior that is positive and contributes to a conducive learning environment

Honesty

Being truthful in word and action.

Caring

Showing concern for the well-being of others.

Fairness

Demonstrating impartial, unbiased, and equitable treatment for all.

Citizenship

Being an informed, responsible, and caring participant in the community.

Courage

Intentionally/deliberately doing the right thing in the face of difficulty regardless of who is around.

Perseverance

Staying the course and not giving up while maintaining a positive attitude in completing tasks.

Many discipline problems can be minimized through prevention. Problem behavior should be handled quickly and decisively as teachers and administrators intervene and restore a supportive learning atmosphere. To maintain a positive school climate, the Board, the Superintendent, and/or their designees have established this code of conduct governing student behavior and discipline.

Compliance with these requirements is mandatory. Parents and students will annually receive a summary of these discipline guidelines outlining standards of conduct, means of reporting misconduct, and possible disciplinary sanctions.

Positive Behavioral Support

A variety of resources are available at every school to help address behavioral problems. The school discipline process should include appropriate consideration of support processes to help students resolve such problems.

Schools should make reasonable efforts to correct student misbehavior through school-based resources at the lowest possible level, and to support students in learning the skills necessary to enhance a positive school environment and avoid negative behavior. Positive behavior supports and interventions should be implemented to improve the learning environment by improving student behavior and discipline. Behavior supports and interventions may include, but are not limited to, Student Support Team, counseling with school counselor, school social worker, school police officer, and other staff, behavior, attendance, and academic contracts or plans, peer mediation, FCS' Drug & Alcohol Prevention Program, Choose 180 and Stopping Acts of Violence Through Education (SAVTE) Program.

Parents, guardians, teachers, administrators, and other staff are expected to work together to improve and enhance student behavior and academic performance and should freely communicate their concerns about and actions in response to student behavior that detracts from the learning environment.

In instances where there has been a report of sexual harassment pursuant to Title IX, see www.fultonschools.org/titleix for more information about supportive measures.

Investigation

When an administrator receives information of an alleged disciplinary rule violation, he/she should investigate to determine whether the charge or complaint has a basis in fact. Such investigation may include, but not necessarily be limited to, an interview with the charged student or students, interviews with witnesses, if any, and an examination of any relevant documents, including written statements from teachers, staff, and student witnesses. Based on the evidence available, the administrator will determine whether a disciplinary rule(s) was violated. If the local school administration is uncertain as to the interpretation of the Code of Conduct, they are to contact the District's Office of Student Discipline.

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Searches

School officials are authorized to conduct reasonable searches of students, staff, and visitors pursuant to applicable law. When reasonable suspicion exists, school officials may search students whom they believe have either violated particular laws or rules of the school. The scope of the search will be reasonably related to the purpose of the search and not excessively intrusive considering the age and gender of the student and the nature of the suspected infraction.

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 inspections of student vehicles on school property. Students should not expect their vehicles or vehicle contents to remain private if exercising the privilege of parking on campus.

School computers and school technology resources, as defined below, are not private and are open to school review at any time.

Student lockers, desks, and all school and classroom storage areas are school property and remain, at all times, under the control of the school. These areas are not private. Periodic general inspections of these areas may be conducted by school authorities for any reason at any time without notice, and without student consent

If a search yields illegal or unauthorized material, such materials should be turned over in person to the Chief of the Fulton County School Police or School Police Officer or proper legal authorities for ultimate disposition. See Operating Guideline FEE, Searches, for additional information.

[Confiscated Property]

(1) School officials may confiscate or seize any item a student elects to bring onto campus, or is otherwise in the student's possession on campus, if such item is:

(a) evidence of a discipline rule violation or suspected rule violation; or

(b) evidence of a crime or suspected crime, or

(c) is otherwise causing, has caused, or may cause disruption to students, staff or the school. The determination of whether any item is a disruption is at the discretion of school administration.

(2) School administration or designee may obtain photographic or video imaging of any items seized/confiscated from a student and may retain such images as needed for discipline, criminal, or other school purposes.

(3) If the seized/confiscated item is a personal electronic device, the device will only be returned to the student's parent/guardian. The parent/guardian must come to the school to personally retrieve the device.

(4) Except as provided below, if the seized/confiscated item is not illegal or suspected of being illegal and not prohibited on campus, the item will be returned to the student at the end of the school day. Unless otherwise directed, upon dismissal, the student should report to the campus main administrative office to retrieve their seized/confiscated item.

(5) Except as provided below, if the seized item is not illegal or suspected of being illegal, but is otherwise prohibited on campus, the item will only be returned to the student's parent/guardian. No item that is prohibited on campus will be returned directly to a student. The parent/guardian must come to the school to personally retrieve the item.

(6) If the seized item is illegal or suspected of being illegal, the item will be turned over to the Campus or Jurisdictional Law Enforcement Agency. In the event that law enforcement does not take possession of the seized item, the item will be destroyed/disposed by School Administration or Superintendent designee. No item that is illegal or suspected of being illegal will be returned to any student, parent/guardian, or other individual.

(7) No vaping cartridges, cigarettes/tobacco products, food, candy, beverages or other item that can be ingested, consumed, or inhaled will be returned to any student, parent/guardian, or other individual. All such items will be destroyed by School Administration or Superintendent designee. With regard to vaping cartridges, if the cartridge cannot be separated from the battery/charging device, the entire item is subject to destruction.

(8) Any seized/confiscated item that is not retrieved within 90 calendar days is subject to destruction/disposal by School Administration or Superintendent designee. No notice will be provided to parties prior to destruction.

(9) Students are encouraged to leave any item of value at home and not bring any such item onto campus. Students are encouraged to leave any and all personal electronic devices at home. Students are solely responsible and liable for any item they bring onto and/or possess on campus. Neither Fulton County School District, the Board of Fulton County School District, nor any employee, agent, or representative of Fulton County School District is responsible for any item a student brings onto or possess while on campus. The School District will not reimburse a student for damage and/or destruction of any item they bring onto campus that is seized/confiscated by a District employee or a law enforcement officer.]

Disciplinary Consequences

Once it has been determined that a rule(s) was violated, the Principal or designee will afford the student oral or written notice of the charges. If the student denies the charges, he/she shall be given an explanation of the evidence the school authorities have and an opportunity to present his/her side of the story.

The administrator will follow a progressive discipline process. The degree of discipline to be imposed by each school administrator will be in proportion to the severity of the behavior of the student and will take into account the student's discipline history, the age of the student, and other relevant factors. Disciplinary consequences may include local interventions, in-school suspension (ISS), short-term suspension, long-term suspension, expulsion, and/or a referral for a disciplinary hearing.

Disciplinary hearings may result in assignment to an alternative education program, long-term suspension, expulsion, or permanent expulsion from all Fulton County schools.

In addition to discipline, behaviors may also be reported to law enforcement at the District's discretion and as required by law, including O.C.G.A. §§ 20-2-1184 and 19-7-5. Major offenses including, but not limited to, drug and weapon offenses, can lead to schools being named as an Unsafe School according to the provisions of State Board Rule 160-4-8-.16.

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Suspensions/Expulsion

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

If a student is removed from regular class assignments for more than one-half of the school day, written notice of this assignment to in-school suspension must be sent to the parent. The student's parent/guardian should be notified of in-school suspension and out-of-school suspension (OSS) as soon as possible. This notification should be confirmed in writing no later than two school days after the suspension begins. This notification should contain the charges, a description of the alleged acts, and the number of days and dates of the suspension. The written notification should be delivered to the student's parent/guardian either in person or by first class mail to the last known address of the parent/guardian. If notification is delivered in person, a written confirmation of delivery should be obtained. Students under suspension or expulsion shall not participate in or attend school activities on or off campus or be present on any Fulton County school campus without permission.

If less than the number of suspended days remains in the complete grading period or regular school year, the suspension/expulsion will continue into the next regular school year or complete grading period.

Per the Fulton County Schools Parents Bill of Rights, a parent has the right to appropriately advocate for their child's education. Even though there are generally no appeal rights guaranteed by law for students on short-term suspension (10 days OSS or less), the parent/guardian may call the Principal and/or Assistant principal to discuss their child's discipline. Also, per the Parents Bill of Rights, parents are expected to communicate appropriately and respectfully with administrators, teachers and school staff when advocating for their student's education. Please find the FCS Bill of Rights here: <https://www.fultonschools.org/billofrights>

If the school recommends OSS for more than 10 school days, or alternative school, a disciplinary hearing is required and will be offered. Schools may recommend and/or the Disciplinary Hearing Officer may determine that students attend the alternative school during their suspension/expulsion. Upon this recommendation or determination, students may attend alternative school pursuant to strict academic, attendance, and behavior requirements. If students FAIL to comply with the strict requirements, they may forfeit the opportunity to attend the alternative school during the remainder of their suspension/expulsion. The Director of the District's Office of Student Discipline will determine whether the student has violated the strict requirements and whether the suspension/expulsion will be reinstated.

Suspension days for any student with an Individual Education Plan (IEP) or Section 504 Plan should conform to applicable legal requirements (including any legal limitations of cumulative suspension days). Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Chronic Disciplinary Problem Student

A "chronic disciplinary problem student" is defined by law as a student who exhibits a pattern of behavioral characteristics which interfere with the learning process of students around him or her and which are likely to recur. Any time a teacher or principal identifies a student as a chronic disciplinary problem student, the principal shall inform the parent or guardian of the student's disciplinary problem. Notification should be by either first-class mail or certified mail with return receipt requested and telephone call.

The principal should invite the parent or guardian to observe the student in a classroom situation. The principal should also request that at least one (1) parent or guardian attend a conference with the principal and/or teacher. The purpose of the conference would be to devise a disciplinary and behavioral correction plan.

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

Teacher Classroom Management

The Fulton County Board of Education is committed to its stakeholders and strongly believes that their voice matters. Students, teachers, and parents across the district created a student, teacher, and parent/guardian Bill of Rights. These documents are intended to support an environment of reciprocal accountability, and outline tenets for each of the groups.

Bill of Rights are attached and can be found here: <https://www.fultonschools.org/billofrights>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Teachers have the authority, consistent with District policy, procedures, and guidelines to manage the classroom, discipline students, and refer a student to the principal or the principal's designee to maintain

discipline in the classroom. The principal or the principal's designee will respond when a student is referred by a teacher by employing appropriate discipline management techniques that are consistent with District policy, procedure, and guidelines.

a. Teacher Reporting

Teachers are required to file a report with the principal or principal's designee if he or she has a student that has exhibited behavior that repeatedly or substantially interferes with the teacher's ability to communicate effectively with the students in his or her class or with the ability of such student's classmates to learn, where such behavior is in violation of the student code of conduct. This report will be filed within one school day of the most recent occurrence of such behavior, will not exceed one page, and will describe the behavior. The principal or the principal's designee will, within one school day after receiving such a report from a teacher, send to the student's parents or guardian a copy of the report and information regarding how the student's parents or guardians may contact the principal or the principal's designee.

If student support services are utilized or if disciplinary action is taken in response to such a report by the principal or the principal's designee, the principal or the principal's designee will send written notification to the teacher and the student's parents or guardians of the student support services being utilized or the disciplinary action taken within one school day after the utilization or action and will make a reasonable attempt to confirm that such written notification has been received by the student's parents or guardians. Such written notification will include information regarding how the student's parents or guardians may contact the principal or the principal's designee.

b. Teacher Removal

Teachers have the authority to remove from the class a student who repeatedly or substantially interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn, where the student's behavior is in violation of the student code of conduct, provided that the teacher has previously filed a report pursuant to the Teacher Reporting section of this Code, or determines that such behavior of the student poses an immediate threat to the safety of the student's classmates or the teacher. Principals will implement the District's removal process and will fully support the authority of every teacher in his or her school to remove a student from the classroom pursuant to Georgia law. Each school will establish one or more placement review committees, each of which is to be composed of three members, to determine the placement of a student when a teacher withholds his or her consent to the return of a student to the teacher's class. For each committee established, the faculty will choose two teachers to serve as members and one teacher to serve as an alternate member and the principal will choose one member of the professional staff of the school to serve as a member. The teacher withholding consent to readmit the student may not serve on the committee. The placement review committee will have the authority to return the student to the teacher's class upon determining that such placement is the best alternative or the only available alternative; or refer the student to the principal or the principal's designee for appropriate action consistent with the removal process. The District will provide training for members of placement review committees regarding the provisions of this process, including procedural requirements; policies, procedures and guidelines relating to student discipline; and the student code of conduct that is applicable to the school.

For a student with disabilities, including those with IEPs or 504 plans, the removal from class

must be consistent with state and federal laws and regulations regarding students with disabilities. The Superintendent fully supports the authority of principals and teachers in the Fulton County School District to remove a student from the classroom pursuant to O.C.G.A. § 20-2-738.

School staff should refer to additional processes maintained by the Office of Student Discipline for more information regarding the implementation of the Removal Process.

c. Attendance

Regular attendance in school is important for a student to make adequate academic progress. When a child is absent, parents, guardians, or other persons who have control of a child enrolled in the school district should follow Policy JBD, Absences and excuses and Policy JB, Attendance, as well as the local school rules to report reasons for absences. Georgia compulsory attendance law requires that after any student accrues five days of unexcused absences in a given school year, the person, guardian, or other people who has control or charge of said child shall be in violation of O.C.G.A. § 20-2-690.1(b) and the child will be considered truant. The law also places notice requirements on Georgia school systems. The law provides for the penalties and notice as discussed below:

Any parent, guardian, or other person residing in this state who has control or charge of a child or children and who violates this Code section 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, or imprisonment not to exceed 30 days, community service, or any combination of such penalties, at the discretion of the court having jurisdiction.

Each day's absence from school in violation of this part after the child's District notifies the parent, guardian, or other person who has control or charge of a child of five (5) unexcused days of absence for a child shall constitute a separate offense. After two (2) reasonable attempts to notify the parent, guardian, or other person who has control or charge of a child of five (5) unexcused days of absence without response, the District shall send a notice to such parent, guardian, or other person by certified mail, return receipt requested. Public schools shall provide to the parent, guardian, or other person having control or charge of each child enrolled in the public school a written summary of possible consequences and penalties for failing to comply with compulsory attendance under this Code section for children and their parents, guardians, or other persons having control or charge of children. By September 1 of each school year or within 30 days of the student's enrollment in a District, the parent, guardian, or other person who has

control or charge of a child or children shall sign a statement indicating receipt of such written statement of possible consequences and penalties; children who are ten (10) years or older by September 1 shall sign a statement indicating receipt of such written statement of possible consequences and penalties.

After two (2) reasonable attempts by the school to secure such signature or signatures, the school shall be considered to be in compliance with this subsection if it sends a copy of the statement, via certified mail, return receipt requested, or first-class mail, to such parent, guardian, or other person who has control or charge of a child, or children. Public schools shall retain signed copies of statements through the end of the year.

As stated in O.C.G.A. § 20-2-690.1(c), the District is entitled to file proceedings in court to enforce attendance requirements. A truant student may also face disposition as an unruly child pursuant to O.C.G.A. § 15-11-67.

Clubs and Organizations

"Clubs and organizations" mean clubs and organizations comprised of students who wish to organize and meet for common goals, objectives, or purposes and which are directly under the sponsorship, direction, and control of the school. This term shall include any activities reasonably related to such clubs and organizations but shall not include competitive interscholastic activities or events. "Competitive interscholastic activity" means functions held under the auspices or sponsorship of a school that involves its students in competition between individuals or groups representing two or more schools. This term shall include cheerleading, band, and chorus.

The name of each the club or organization, mission or purpose of the club or organization, name of the club's or organization's faculty advisor/custodian, and a description of past or planned activities is available from the individual school through the school's website, handbook, or front office. All terms of the Code of Conduct apply to all school-sponsored activities, including Clubs and Sports.

Part I: Disciplinary Rules

The following code provisions apply to student behavior AT ANY TIME while on school property, engaging in or attending a school-sponsored event, at all times during distance learning activities/lessons, while using school technology resources or, in some cases, off-campus (see Rule IV.21a and Rule 111.6). The decision to charge a student for violation of this Code of Conduct shall be made by the administration of the local school. If the local school administration is uncertain as to the interpretation of the Code of Conduct, they are to contact the District's Office of Student Discipline.

Definitions:

- **"Office of Student Discipline"** means the system office that is responsible for student discipline.
- **"Board"** means the Fulton County Board of Education.
- **"President"** means the chair or president of the Fulton County Board of Education or another member of the Board who has been designated as acting chairman or president for the purpose of these rules.
- **"Superintendent"** means the District's Superintendent or Chief Administrative Officer or other designated person to whom disciplinary authority has been delegated.
- **"Administrator"** means the principal or other designated person to whom authority has been delegated.
- **"Disciplinary Hearing Officer or Hearing Officer"** means the individual(s) appointed to conduct a Disciplinary Hearing.
- **"Teacher"** means a classroom teacher, counselor, school assistant, substitute teacher or a student teacher who has been given authority over some part of the school program by the principal or a supervising teacher.
- **"Parent"** means the student's natural parent or court approved legal guardian.
- **"School property"** includes, but is not limited to:
 1. The land and improvements which constitute the school.
 2. Any other property or building, including school bus stops, wherever located, and where any school-sponsored/sanctioned function or activity is conducted.
 3. Any bus or other vehicle used in connection with school functions and activities, including but not limited to, school buses, buses leased by the Fulton County School District, and privately-owned vehicles used for transportation to and from school activities.
 4. En route to and from school (Prior to imposing discipline regarding incidents occurring en route to and from school, school administration should consult with the District's Office of Student Discipline.)

5. School computers/devices issued to the student, computers/devices owned by the District, school technology resources wherever located including, but not limited to, all distance learning platforms, websites, and programs.
- **"School technology resources"** include, but are not limited to:
 1. Electronic media systems such as computers, electronic networks, messaging, and Web site publishing, and
 2. The associated hardware and software programs used for purposes such as, but not limited to, developing, retrieving, storing, disseminating, and accessing instructional, educational, and administrative information.
 - **"Local school interventions"** include the use of student and/or parent conferences, student court, mediation, detention, in-school suspension, bus suspensions, Saturday school, out-of-school suspension, and forfeiture of the privilege of participation in extracurricular activities. (See also "Part III: Tiered Offenses and Disciplinary Responses).
 - **"Timeout"** includes the removal of a student from his/her class by the principal or a designee. The timeout is served in a cool-down location supervised by appropriate school personnel in a room on the school premises other than the student's classroom for less than one-half day depending upon the nature of the behavior and the age/grade of the student.
 - **"Detention"**, including Saturday school, by a teacher or an administrator requires a student to be at school for a limited period other than normal school hours or days. The student's parent or legal guardian should be notified at least on the day prior to the serving of detention or Saturday school.
 - **"In-school suspension"** is the removal of a student from his/her class for at least half a school day by the principal or a designee and assignment to a location supervised by appropriate personnel in another room on the school premises for a period not exceeding ten (10) consecutive school days. A student assigned to in-school suspension will be permitted to work on classroom assignments and will be counted as present on the attendance register using ISS code in the student information system. If a student is removed from regular class assignments for more than one-half of the school day, written notice of this assignment to in-school suspension must be sent to the parent. A copy of the written notice ("suspension letter") must also be sent to the Exceptional Children Department if the student has an Individual Education Plan (IEP) and the visiting teacher/school social worker should be sent a copy of all suspension letters. The letter should clearly indicate that the suspension is "in-school." The administrator should make every effort to have a conference with the parent(s) and student before, or at the time the student returns to regular classes.
 - **"Out of School Suspension (Short-Term)"** means the suspension of a student from school for ten (10) school days or less.
 - **"Out of School Suspension (Long-Term) -"** means the suspension of a student from school for more than ten (10) school days, but not beyond the current school quarter or semester.
 - **"Expulsion"** means suspension or expulsion of a student from school beyond the current school quarter or semester.
 - **"Permanent expulsion"** means expulsion from all Fulton County Schools for the remainder of the student's eligibility to attend school pursuant to Georgia law.

- **"Intent"** means a clearly formulated or planned intention; what someone plans to do or accomplish; I the design or purpose to commit a wrongful or criminal act.
- **"First time offender"** means a student in Grades 6-12 who has not previously served a long-term suspension or expulsion, has not previously signed a hearing waiver regardless of the amount of discipline assigned, or has not previously been found responsible for a violation of the Code of Conduct at a student disciplinary hearing regardless of the amount of discipline assigned. Discipline received prior to a student entering the Fulton County School District will be considered for purposes of determining whether a student qualifies as a first-time offender. The ultimate determination of whether a student qualifies as a first-time offender will be made by the Director of Student Discipline, or designee, who may disqualify an otherwise-eligible student based on the nature, circumstances, and/or severity of the disciplinary incident. NOTE: This status only applies to specific, enumerated Tier IV offenses.

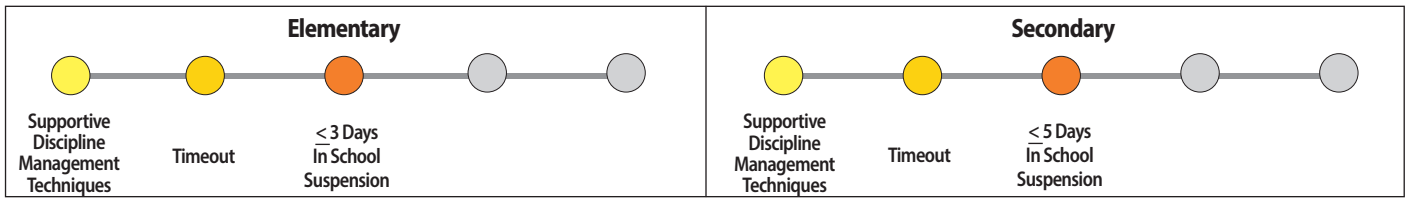


Conferencing with student and Communicating with Parent/Guardian is required each time a disciplinary consequence is assigned.

Tier I: Minor Acts of Misconduct

Minor acts of misconduct that interfere with the orderly operation of the classroom, a school function, extracurricular/co-curricular program or approved transportation.

1d.I: Public Displays of Affection	12c.I: Failure to attend Detention/ISS/Saturday School
1e.I: Horseplay, Rough or Boisterous Activities	13a.I: Improper Dress
6c.I: Profane/Vulgar Language or Gestures towards a student	15a.I: Gambling
7a.I: Fail to Follow Rules/Laws or Blatant Defiance of an Employee	18e.I: Cell Phone/Electronic Devices/Recording Devices
9a.I Honor Code	18i.I: Violate District Responsible Use Agreement
12a.I: Excessive Tardiness/Class Cuts	

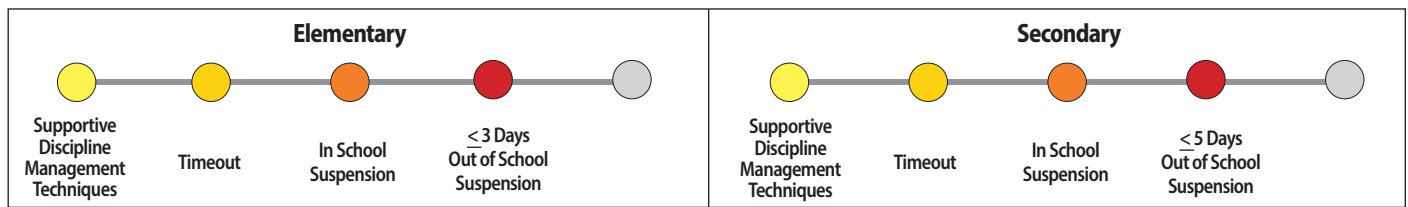


Tier II: Intermediate Acts of Misconduct

Intermediate acts of misconduct that may include repeated acts of misconduct from Tier I, acts directed against people or property that do not seriously endanger the health or safety of others and serious disruptions of school order. Unique, serious, or multiple occurrences may result in the incident being escalated to a Tier III offense.

For Tier II acts of misconduct that are unique, serious, or multiple occurrences, referral to a student disciplinary hearing only with consultation and approval of the Office of Student Discipline.

1a.II: Block Property/Traffic	12b.II: Attendance
1b.II: Disruption/Disruptive Behavior	14a.II: Tobacco/Vaping use/possession
2a.II: Attempt to Alter/Damage School/Private Property	17a.II: Mooning/Related Behavior
2d.II: Possess/Distribute Items (nondrug)	18a.II: Technology/Computer Misuse
3a.II: Trespass School Property	18f.II: Prohibited Use of Personal Communication Devices (PCD) During School Day
3c.II: Unauthorized Area	20a.II: Bus Interference
5f.II: Consensual Hazing, Initiation, or Bodily Modification	22a.II: Encouraging Misconduct
6f.II: Teasing/Taunting	23a.II: Level 1 Threat
6g.II: Profanity/verbal abuse of an employee, staff, or visitor	24a.II: Theft of Student, School or Private Property up to \$100.00 or Unknown Value
10c(Cat 3).II Category III Weapon/Dangerous Instrument/ Unauthorized Items	

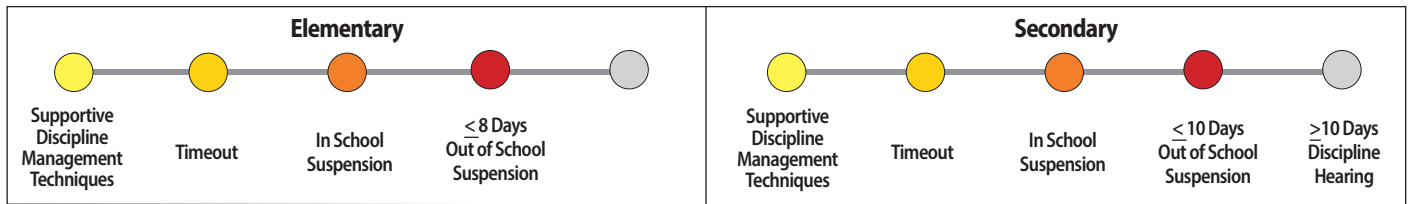


Tier III: Moderate Acts of Misconduct

Moderate acts of misconduct that place students or staff at risk of emotional or physical harm which may include threats to the health, safety, and/or property of others, and other acts of moderate or repeated misconduct. Unique, serious, or multiple occurrences may result in the incident being escalated to a Tier IV offense. (except for students in grades K – 2).

For Tier III acts of misconduct that are unique, serious, or multiple occurrences, referral to a student disciplinary hearing only with consultation and approval of the Office of Student Discipline.

1c.III: False Fire Alarm	11f.III: Possession of Non- Prescription Medication
1f.III: Sexual Activity, Consensual	11g.III: Distribution/Sale of Non- Prescription Medication
2b.III: Actual Alter/Damage of School/Private Property	11h.III: Possession of Prescription Drugs
2c.III Arson of School or Private Property	16a.III: Sexual Harassment
3b.III: Breaking/Entering Private Property	17b.III: Sexual Battery
3d.III: Unauthorized Entry of Unauthorized person(s)	18b.III: Unauthorized Copy Computer Software
5b.III Battery Student/Other without Serious Injury	18c.III: Threat/Damage Property Using Tech
5c.III: Fight Student/Other	18d.III: Display Inappropriate Material Using Tech
5e.III Assault/Threaten another person	18g.III: Inappropriate Recording and Distribution Using Personal Communication Devices (PCD)
5g.III: Stalking	18h.III: Tamper/Phish/Hack District Network
6a.III: Harassment: Disability/Race/Color/National Origin/Religion/Sexual Orientation	18j.III: Sexually Explicit or Pornographic Material Using Technology
6d.III: Offensive Material (Non-Technology)	19a.III: Gang Activity
7b.III: No Contact Contract Violation	19b.III: Intentional Display Gang Tattoos, Paraphernalia, Graffiti, etc.
8a.III: Making False Reports or Statements	19c.III: Gang Recruitment/Solicitation
10b(Cat2).III: Category II Weapon: Hazardous Object	20b.III: Bus Interference while bus in motion
11a.III: Alcohol/Drug Possession/Under the Influence	23b.III: Level 2 Threat
11b.III: Drug Paraphernalia	24b.III: Theft of Student, School or Private Property over \$100.00
11c.III: False Identification Drug/Alcohol	24c.III: Theft of Employee Property up to \$100.00 or Unknown Value
11e.III: Influence of Inhalants/Other	

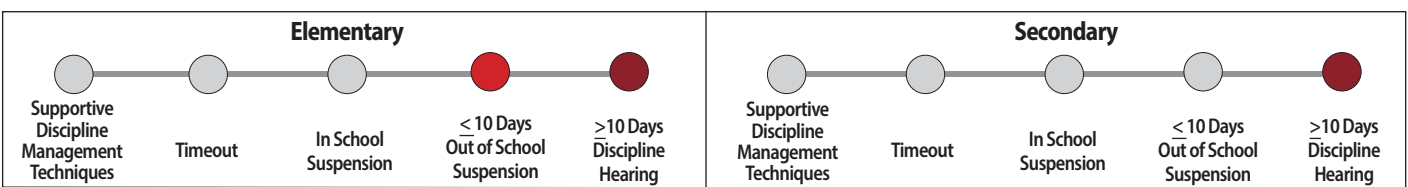


Tier IV: Serious Acts of Misconduct

Serious acts of misconduct that place students or staff at risk of emotional or physical harm which may include threats to the health, safety, and/or property of others, and other acts of serious and repeated misconduct. Consequences may include out of school suspension (as outlined below) and a Disciplinary Hearing Referral with a recommendation for further actions such as long-term suspension, expulsion, and/or assignment to an alternative education program. Any student possessing a loaded/unloaded firearm, or a dangerous weapon will receive a recommendation for expulsion or permanent expulsion from the Fulton County School System.

4a.IV: Battery Employee <u>With</u> Serious Injury* ΔΔ	11d.IV: Alcohol or Drug Sale/Distribution Δ
4b.IV: Battery Employee <u>Without</u> Serious Injury ΔΔ	11i.IV: Distribution of Prescription Drugs Δ
4c.IV: Assault/Threaten Employee ΔΔ	17c.IV: Sexual Molestation
5a.IV: Battery Student/Other with serious injury ΔΔΔ	21a.IV: Off Campus Misconduct ΔΔΔ
5d.IV: Group Fight Δ	23c.IV: Level 3 Threat ΔΔΔ
6b.IV: Bullying/Cyberbullying ΔΔ	23d.IV: Bomb/Explosive Threat ΔΔΔ
6e.IV: Forcefully abduct, transport, detain a person ΔΔΔ	24d.IV: Theft of Employee over \$100.00 ΔΔΔ
8b.IV: Making a False Report of a Serious Crime to School or Emergency Services ΔΔΔ	24e.IV: Robbery ΔΔΔ
10a(Cat1).IV: Category I Weapon: Firearm/Dangerous Weapon*	

**Minimum Recommendation: expulsion for one (1) calendar year.*



At the discretion of the Director of Student Discipline or designee, students determined by the Office of Student Discipline to qualify as first-time offenders may be eligible for reduced discipline consequences in the amount of: **60 (Δ), 90 (ΔΔ), or 180 (ΔΔΔ) school days).**

Multiple and/or prior infractions could lead to increased consequences

****For Tier II and/or Tier III acts of misconduct that are unique, serious, or multiple occurrences, referral to a student disciplinary hearing only with consultation and approval of the Office of Student Discipline.**

RULE 1: DISRUPTION AND INTERFERENCE WITH SCHOOL (Responsibility/ Respect/ Citizenship)		
1a.II	<i>Block Property/Traffic</i>	Occupy or block any school building, part of school grounds, entrance, exit, or normal pedestrian/vehicular traffic on school grounds or adjacent grounds to deprive others of access.
1b.II	<i>Disruption/Disruptive Behavior</i>	Use of violence, force, noise, coercion, intimidation, fear, passive resistance, false statements, or any other conduct that causes, may or attempts to cause the disruption of any mission, process or function of the school, or engage in any such conduct for the purpose of causing the disruption or obstructions of any such lawful mission, process or function. Examples include, but are not limited to: large fights, actions that interrupt transitions, actions that disrupt multiple classrooms, actions that disrupt large areas of the school (cafeteria, media center, gymnasium, etc.), interference with the transportation process, interference with standardized testing, disruption of school assemblies, etc.
1c.III	<i>False Fire Alarm</i>	Pull a fire alarm without authorization or without the belief that a true emergency exists. (See Rule 8a-III for false fire alarm report).
1d.I	<i>Public Displays of Affection</i>	Engage in consensual amorous kissing or similar public or other displays of affection (PDA).
1e.I	<i>Horseplay, Rough or Boisterous Activities</i>	Engage in horseplay or rough or boisterous activities. School administrators will use discretion in determining acts of horseplay/rough or boisterous activities as opposed to other prohibited activities, such as intentional physical contact.
1f.III	<i>Sexual Activity, Consensual</i>	Willing participation in any form of sexual activity (local school police officer must be notified of such incidents).

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Multiple and/or prior infractions could lead to increased consequences

RULE 2: DAMAGE AND/OR ALTERATION OF SCHOOL PROPERTY OR PRIVATE PROPERTY (Responsibility/ Respect/ Citizenship)		
2a.II	<i>Attempt to Alter/Damage School/Private Property</i>	Attempt to alter/damage school or private property.
2b.III	<i>Actual Alter/Damage of School/Private Property</i>	Cause damage or alter school or private property.
2c.III	<i>Arson of School or Private Property</i>	Set fire to or attempt to set fire to school or private property. Please note, this rule violation may be considered a Tier IV violation and Tier IV consequences assigned based upon the circumstances surrounding the incident, the necessary community/school/fire department/law enforcement response, the amount/nature of any damages, the danger presented to staff and students, and any other relevant factors.
2d.II	<i>Possess/Distribute Items (non- drug)</i>	Possess or distribute items, without appropriate school/school system authorization. (e.g., selling/distributing food, bodily fluids, computer technology, personal items, and other non-drug related items) (Severity of consequences may increase based upon the value of property at issue or if the goods are determined to be stolen). An exchange of money for goods and/or services is not required for a violation of this rule.

RULE 3: UNAUTHORIZED ENTRY/TRESPASSING (Citizenship/Respect)		
3a.II	<i>Trespass School Property</i>	Entering and/or remaining on school property where a student is not authorized and has no educational purpose to be present at. If you are on Out of School Suspension you are not allowed on any Fulton County School property unless authorized by an Administrator.
3b.III	<i>Breaking/Entering Private Property</i>	Unauthorized forceful entry into a school building or vehicle (with or without intent to commit theft therein).
3c.II	<i>Unauthorized Area</i>	Being on or remaining on a public-school campus, school property and/or school related event/extended location without authorization or invitation.
3d.III	<i>Unauthorized Entry of Unauthorized person(s)</i>	Allowing non-authorized person(s) into a school building or school sponsored event without authorization with the intent to cause harm or disruption. Students who knowingly allow a person in a school building with the intent to cause harm or disruption will receive increased discipline. For purposes of this rule authorized person(s) include employees/staff with a District ID and law enforcement officials (police, fire-fighters, paramedics, etc.)

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

RULE 4: PHYSICAL OR VERBAL ASSAULT OR BATTERY OR ABUSIVE LANGUAGE TO A SCHOOL EMPLOYEE (Responsibility/ Respect/ Caring)		
<p>If a student commits a violation of 4a-IV, 4b-IV, 4c-IV, a mandatory disciplinary hearing shall be held regardless of the recommended discipline, unless waived. The hearing may only be waived by agreement of the employee and the student's parent/guardian/student aged 18 or older. If the employee is not available, in the opinion of the Director of the system office of student discipline, the school principal may waive the hearing on the employee's behalf.</p>		
4a.IV	<i>Battery Employee with Serious Injury</i>	<p>Intentionally make physical contact of an insulting or provoking nature with a school employee, which results in physical harm to that school employee unless such physical contact or physical harm was in self-defense as provided by § O.C.G.A. 16-3-21. Physical harm may include, but is not limited to, significant injuries such as swelling, bleeding, concussions, broken bones, sprains, etc. or where medical attention was sought for a significant injury. Where physical harm is not present, students may be charged and disciplined in accordance with Rule 4b; below. Where a student is charged with 4a and the injury/harm is not proven at a discipline hearing, the Hearing Officer may find the student in violation of Rule 4b provided all necessary elements of Rule 4b are proven.</p> <p>Elementary School Discipline:</p> <ul style="list-style-type: none"> • 1-10 days OSS, with a hearing referral for long-term suspension and/or expulsion. • If expelled, upon recommendation of the hearing officer, an elementary school student may be readmitted to a traditional school for grades 9-12. If there is not an alternative education program for students in elementary school, then the student may be permitted to reenroll in the elementary school as permitted by the hearing officer. (O.C.G.A. § 20-2- 751.6). <p>Middle and High School Discipline:</p> <ul style="list-style-type: none"> • 10 days OSS with a hearing referral and a minimum recommendation for <u>Permanent Expulsion</u> • The hearing officer may allow an expelled student to attend the alternative education program under strict academic, attendance and behavior requirements <p>Upon recommendation of the hearing officer, a middle school student may be readmitted to a traditional school for grades 9-12. (O.C.G.A. § 20-2-751.6).</p>
4b.IV	<i>Battery Employee Without Serious Injury-ΔΔ</i>	<p>Intentionally make physical contact of an insulting or provoking nature with a school employee, unless such physical contact was in self- defense as provided by O.C.G.A. § 16-3-21. (Battery) It does not matter the intended victim was someone other than an employee for this rule to apply.</p> <p>ΔΔ- Student may be eligible for first-time offender recommended assigned discipline of 90 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.</p>
4c.IV	<i>Assault/Threaten Employee-ΔΔ</i>	<p>Attempt to cause physical injury, threaten bodily harm, or commit an act which places an employee in reasonable apprehension of receiving physical injury.</p> <p>ΔΔ- Student may be eligible for first-time offender recommended assigned discipline of 90 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.</p>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

**RULE 5: PHYSICAL OR VERBAL ASSAULT OR BATTERY BY A STUDENT TO ANY PERSON OTHER THAN A SCHOOL EMPLOYEE
(Responsibility/ Respect/ Caring)**

School administrators will use discretion in determining acts of intentional physical contact as opposed to other prohibited activities, such as horseplay/rough or boisterous activities (Rule 1e - I).

Offenses are cumulative at the elementary, middle, and high school levels.

At the discretion of the local school administration, the student and the parent may be offered the opportunity to attend a violence prevention program

If a student is found to have engaged in bullying or in physical assault or battery of another person on the school bus, a meeting shall be scheduled involving the parent or guardian of the student and appropriate school district officials to form a school bus behavior contract for the student. Such contract shall provide for progressive age-appropriate discipline and restrictions for student misconduct on the bus. Contract provisions may include but shall not be limited to assigned seating, ongoing parental involvement, and suspension from riding the bus. This paragraph does not in any way limit or restrict the school system's ability to take additional action, including imposing disciplinary sanctions through and including permanent expulsion from the school system, as a result of the student's behavior.

Title IX: Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Both student complainants and student respondents may be provided Supportive Measures.

5a.IV-	Battery Student/Other with serious injury-ΔΔΔ	Intentionally make physical contact of an insulting or provoking nature with another person unless such physical contact or physical harm was in self-defense as provided by O.C.G.A. § 16-3- 21. (Battery) Physical contact which causes harm may result in increased consequences. Harm may include, but is not limited to, significant injuries such as swelling, bleeding, concussions, broken bones, sprains, or where medical attention was sought for a significant injury. ΔΔΔ- Student may be eligible for first-time offender recommended assigned discipline of 180 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.
5b.III	Battery Student/Other without Serious Injury	Intentionally make physical contact of an insulting or provoking nature with another person unless such physical contact or physical harm were in self-defense as provided by O.C.G.A. § 16-3- 21.
5c.III	Fight Student/Other	Mutually participate or initiating a physical altercation (Fight) unless such physical contacts or physical harms were in self- defense as provided by O.C.G.A. § 16-3- 21.
5d.IV	Group Fight -Δ	Mutually engaging or participating in a fight with 3 or more people unless such physical contacts or physical harms were in self- defense as provided by O.C.G.A. § 16-3- 21. Δ- Student may be eligible for first-time offender recommended assigned discipline of 60 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

5e.III	<i>Assault/Threaten another person</i>	Attempt to cause physical injury, threaten bodily harm, or commit an act which places a person in reasonable apprehension of receiving physical injury. <i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.</i>
5f.II	<i>Consensual Hazing, Initiation, or Bodily Modifications</i>	Participate in consensual physical hazing/initiation or bodily modifications (e.g., tattooing, branding, piercing). For instances where a student did not or could not provide consent, other rule violations will be used as applicable.
5g.III	<i>Stalking</i>	Following, contacting, or placing another person under surveillance without consent for the purpose of harassing and intimidating, which includes behavior that would cause a reasonable person to: (a) fear for his or her safety of the safety of others; or (b) suffer substantial emotional distress. <i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.</i> Referral to a student disciplinary hearing only with consultation and approval of the Office of Student Discipline.

RULE 6: HARASSMENT, BULLYING, AND OTHER DEROGATORY BEHAVIOR
(Respect/ Caring/ Fairness/ Courage)

Victims: Any alleged victim of harassment or bullying may request to have his/her schedule changed, subject to the principal’s approval - (See also Policy JBCD, Transfers and Withdrawals, for more information about transfer options for victims of violent offenses.) Students with disabilities may be entitled to additional protections and considerations that may not be contained in this Rule or this Code of Conduct. If a parent/guardian has a question about a student with a disability, he or she should contact the school principal or Services for Exceptional Children.

Title IX: Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix. Both student complainants and student respondents may be provided Supportive Measures.

Reporting: Staff members are expected to report instances of these behaviors to the school principal or designated administrator immediately so that administrators may investigate them in a timely manner. Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix. Parents/guardians/persons that have control of charge of students who are victims of bullying or are found to have committed bullying will be notified via telephone/personal conference or letter/referral. Employees, volunteers, students and parents/guardians/other persons that have control of students may report or otherwise provide information on bullying activity to a school administrator anonymously if they choose. No person who reports bullying behaviors will be retaliated against by any school employee. Students who retaliate against others for reports of bullying behavior are subject to discipline which may include enhanced consequences. Students who knowingly file a false report of bullying will also be disciplined.

Community Incidents: It is beneficial for the school to be notified of community situations that may impact the school environment. However, individuals who are subject to harassment, bullying, “cyberbullying”, or other acts of crime or violence in the community should contact their local, jurisdictional police department for action, as the school may have limited or no jurisdiction to discipline (OSS, ISS, etc.) for events that occur in the community. (See Rule II.22a)

Definition/Jurisdiction: Bullying applies to acts which occur on school property or through school technology resources, and also applies to acts which occur through the use of electronic communication, whether or not that communication originated on school property or with school technology resources, if the electronic communication (1) is directed specifically at students or school personnel, (2) is maliciously intended for the purpose of threatening the safety of those specified or substantially disrupting the orderly operation of the school, and (3) creates a reasonable fear of harm to the students' or school personnel's person or property or has a high likelihood of succeeding

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in that purpose. Electronic communication includes but is not limited to any transfer of signs, signals, writings, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo optical system. (See also Rule 18 Technology Offenses)

Prohibition: No student shall bully another student or students or school personnel.

Grades 6 Through 12: Upon a finding by a Disciplinary Hearing Officer that a student in grades six (6) through twelve has committed the offense of bullying for the third time in a school year, such student shall be assigned to an alternative education program.

Bus Incidents: If a student is found to have engaged in bullying or in physical assault or battery of another person on the school bus, a meeting shall be scheduled involving the parent or guardian of the student and appropriate school district officials to form a school bus behavior contract for the student. Such a contract shall provide for progressive age-appropriate discipline and restrictions for student misconduct on the bus. Contract provisions may include but shall not be limited to assigned seating, ongoing parental involvement, and suspension from riding the bus. This does not in any way limit or restrict the school system's ability to take additional action, including imposing disciplinary sanctions through and including permanent expulsion from the school system, as a result of the student's behavior.

<p>6a.III</p>	<p align="center"><i>Harassment: Disability/ Race/Color/National Origin/Religion/Sexual Orientation</i></p>	<p>Harassment is strictly prohibited.</p> <p>Harassment includes behavior that creates an unpleasant or hostile situation by uninvited and unwelcome verbal or physical conduct, teasing, or taunting. Harassing behaviors may include, but are not limited to:</p> <ul style="list-style-type: none"> • Committing any act of bigotry directed toward another person's race, ethnic heritage, national origin, religion, age, sex, gender or disability • Racial, sexual, or ethnic slurs • Derogatory comments, insults, and jokes • Physical harassment, such as offensive touching, and visual harassment, such as racially, sexually, or ethnically offensive posters, graffiti, drawings, clothing, or gestures • Harassing behaviors based on actual or perceived race, creed, color, ethnic heritage, national origin, religion, sex, age, disability, sexual orientation, gender, gender identity or a physical characteristic <p><i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.</i></p>
<p>6b.IV-</p>	<p align="center"><i>Bullying/Cyberbullying -ΔΔ</i></p>	<p>Note: See information contained in Rule 6 header for information about jurisdiction of these offenses and specific consequences.</p> <p>Bullying/Cyberbullying is strictly prohibited.</p> <p>Bullying includes the following:</p> <ol style="list-style-type: none"> 1. Willful attempt or threat to inflict injury on another person, when accompanied by an apparent present ability to do so; or 2. Intentionally exhibiting a display of force such as would give the victim reason to fear or expect immediate bodily harm; or 3. Any intentional written, verbal, or physical act, which a reasonable person would perceive as being intended to threaten, harass, or intimidate that: <p>Causes substantial physical harm or bodily harm capable of being perceived by a person other than the victim and may include, but is not limited to, substantially blackened eyes, substantially swollen lips or other facial or body parts, or substantial bruises to body parts.</p>

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		<p>Has the effect of substantially interfering with the victim student’s education; Is so severe, persistent, or pervasive that it creates an intimidating or threatening educational environment; or Has the effect of substantially disrupting the orderly operation of the school.</p> <p>Cyberbullying includes the following:</p> <p>Bullying applies to acts which occur on school property or through school technology resources, and also applies to acts which occur through the use of electronic communication, whether or not that communication originated on school property or with school technology resources, if the electronic communication:</p> <ol style="list-style-type: none"> 1. is directed specifically at students or school personnel, 2. is maliciously intended for the purpose of threatening the safety of those specified or substantially disrupting the orderly operation of the school, and 3. creates a reasonable fear of harm to the students' or school personnel's person or property or has a high likelihood of succeeding in that purpose. <p>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. (See also Rule 18 Technology Offenses)</p> <p>△△- Student may be eligible for first-time offender recommended assigned discipline of 90 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.</p> <p>Grades 6 Through 12: Upon a finding by a Disciplinary Hearing Officer that a student in grades six (6) through twelve has committed the offense of bullying for the third time in a school year, such student shall be assigned to an alternative education program.</p> <p><i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.</i></p>
<p>6c.I</p>	<p><i>Profane/Vulgar Language or Gestures towards a student</i></p>	<p>Use of abusive words, profane or vulgar language (written or oral) or gestures (if directed at or towards a school employee then may result in increased consequences).</p> <p><i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.</i></p>
<p>6d.III</p>	<p><i>Offensive Material (Non- Technology)</i></p>	<p>Possessing, displaying, or distributing profane, vulgar, pornographic, obscene, or ethnically offensive materials.</p> <p><i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.</i></p>
<p>6e.IV</p>	<p><i>Forcefully abduct, transport, detain a Person-△△△</i></p>	<p>Forcefully abduct, transport and/or detain a person against his/her will.</p> <p>△△△- Student may be eligible for first-time offender recommended assigned discipline of 180 school days. The Director of Student Discipline, or designee,</p>

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		may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.
6f.II	<i>Teasing/Taunting</i>	Engaging or encouraging teasing and/or taunting of another student, employee, volunteer, or visitor to provoke or make fun of someone, whether in a playful, insulting, or contemptuous manner.
6g.II	<i>Profanity/verbal abuse of an employee, staff, or visitor</i>	Use of abusive words, profane or vulgar language (written or oral) or gestures towards an employee, volunteers and other visitors.

RULE 7: INSUBORDINATION (Responsibility/ Respect/ Perseverance)		
7a.I	<i>Fail to Follow Rules/Laws or Blatant Defiance of an Employee</i>	Failure to comply with local school rules, classroom expectations, and/or reasonable directions or commands of teachers, student teachers, substitute teachers, school assistants, administrators, school bus drivers or other authorized school personnel, including refusing to identify one's self upon request of any School District employee/designee; or engaging in verbal altercations with another person.
7b.III	<i>No Contact Contract Violation</i>	Intentional violation of any no-contact agreement/contract or any term contained therein between students. Students subject to a no-contact agreement as part of a Title IX investigation may also face emergency removal and/or additional Title IX investigation as a result of any violation of this section.

RULE 8: Making False Reports (Honesty)		
8a.III	<i>Making False Reports or Statements</i>	Knowingly and willfully make false reports or statements, whether orally or in writing, that falsely accuse others of wrongdoing, falsifying school records, forging signatures, false alarms in school, etc.
8b.IV	<i>Making a False Report of a Serious Crime to School or Emergency Services ΔΔΔ</i>	Knowingly and willfully make false reports or statements, whether orally or in writing, of a serious crime in progress (e.g., swatting, bomb threat, etc.) or any intention or plan by self or others to commit a serious crime at any Fulton County School (FCS)/FCS campus/FCS property to any local, state or federal tipline, school or school system personnel, and/or to any emergency services agency (police, fire, ambulance/medical, GBI, FBI, 911 emergency calls, etc.). This violation includes communicating or activating any false alarm that also causes a major disruption to school or to the educational process. ΔΔΔ- Student may be eligible for first-time offender recommended assigned discipline of 180 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.

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RULE 9: HONOR CODE VIOLATION (Honesty)		
9a.I	<i>Honor Code</i>	<p>The expectation is that each student will be honest and submit his/her own work. Cheating, plagiarism, and other Honor Code violations are strictly prohibited. Examples of violations of this rule include, but are not limited to:</p> <ul style="list-style-type: none"> ○ copying or "borrowing" from another source and submitting it as one's own work ○ seeking or accepting unauthorized assistance on tests, projects or other assignments ○ fabricating data or resources ○ providing or receiving test questions in advance without permission ○ working collaboratively with other students when individual work is expected <p>unauthorized use of artificial intelligence (AI) programs, apps, websites, etc. to create and submit school assignments or work that is represented as work authored/created by the student.</p>

RULE 10: WEAPONS AND DANGEROUS INSTRUMENTS/HAZARDOUS OBJECTS/ UNAUTHORIZED ITEMS (Responsibility/ Caring)
<p>Prohibition: A student shall not possess, handle, transmit, or cause to be transmitted; use or threaten to use; sell, attempt to sell, or conspire to sell a firearm, a dangerous weapon or dangerous instrument/hazardous object/unauthorized item, either concealed or open to view on school property. All items prohibited under this rule should be confiscated and given to the local school resource officer or other law enforcement agencies as appropriate. The disposition of items prohibited under this rule should be determined by the Superintendent or his/her designated school official, in conjunction with law enforcement. The possession of any dangerous weapon, hazardous object, or firearm in violation of O.C.G.A. § 16-5-21; 16-5-24; 16-11-127; 16- 11-127.1; or 16-11- 132 will trigger the reporting requirements of O.C.G.A. § 20- 2- 1184. The incidents will be reported to the school police, the Zone Superintendent, and the system Office of Student Discipline. The Chief of Fulton County Schools Police, or designee, will notify the district attorney.</p> <p>There is no exception for students who have a valid legal license to carry a weapon.</p> <p>Curriculum Display of a Weapon or Dangerous Instrument/Unauthorized Item: Any individual wishing to bring a weapon, look-alike weapon or dangerous instrument/unauthorized item to school or use a Category I or II type weapon for the purposes of a curriculum display or as an educational tool must have prior permission. Specifically, the individual must have verbal approval of the teacher in whose class the weapon or dangerous instrument/unauthorized item will be displayed, as well as prior written permission from the principal which includes a description of the weapon(s) and/or dangerous instrument(s)/item(s) authorized and the time period during which the weapon(s) and/or dangerous instrument(s)/item(s) may be on campus. Transport of the weapon, look-alike weapon or dangerous instrument/item to and from the school must be by the approved parent, guardian or other approved individual 21 years of age. The transporting individual should remove the weapon or dangerous instrument/item from the school immediately upon completion of the educational session. When necessary, the teacher or school administration will store the weapon, look-alike weapon or dangerous instrument/item in a secure location when it is not being used in the above approved classroom activities. The weapon or dangerous instrument must be unloaded and must not contain any explosive material.</p> <p>NOTE: The definition of "weapon" for purposes of this Code of Conduct is one that includes, but is not limited to, the following items:</p>

<p>10a (Cat I).IV</p>	<p>Category I Weapon: Firearm/Dangerous Weapon <i>*Minimum Recommendation: expulsion for one (1) calendar year.</i></p>	<p>Any loaded or unloaded firearm or a dangerous weapon.</p> <p>A firearm includes a handgun, rifle, shotgun, or other weapon which will or can be converted to expel a projectile by the action of an explosive or electrical charge.</p> <p>A dangerous weapon includes any weapon commonly known as a "rocket launcher," "bazooka," or "recoilless rifle" which fires explosive or nonexplosive rockets designed to injure or kill personnel or destroy heavy armor, or similar weapon used for such purpose. The term shall also mean a weapon commonly known as a "mortar" which fires high explosives from a metallic cylinder, and which is commonly used by the armed forces as an antipersonnel weapon or similar weapon used for such purpose. The term shall also mean a weapon commonly known as a "hand grenade" or other similar weapon which is designed to explode and injure personnel or similar weapon used for such purpose.</p> <p>Discipline for First and Additional Offenses:</p> <p>Loaded or Unloaded Firearm or Dangerous Weapon: The minimum discipline for any student possessing an unloaded firearm or dangerous weapon on school property or where the District otherwise has jurisdiction to discipline is ten (10) days out-of-school suspension and a recommendation for expulsion for a specified time that will be no less than one calendar year as provided in Georgia law and may include permanent expulsion. The Board of Education has the authority to modify these expulsion requirements on a case-by-case basis.</p> <p>The discipline for any student in grades 6-12 possessing a loaded firearm on school property or where the District otherwise has jurisdiction to discipline is ten (10) days out-of-school suspension and a recommendation for a permanent expulsion. The Board of Education has the authority to modify these expulsion requirements on a case-by-case basis. For students in grades K-5, the discipline of possessing a loaded firearm on school property or where the District otherwise has jurisdiction to discipline is ten (10) days out-of-school suspension and expulsion for a specified time that will be no less than one calendar year as provided in Georgia law and may include permanent expulsion. The Board of Education has the authority to modify these expulsion requirements on a case-by-case basis.</p> <p><i>Notify the system Office of Student Discipline and Zone Superintendent. The local school police officer must be notified of such incidents.</i></p>
<p>10b (Cat II). III</p>	<p>Category II Weapon: Hazardous Object</p>	<p>Any pellet gun, paint pellet gun, or BB gun, antique firearm, nonlethal air gun, stun gun, taser, or any similar weapon that does not meet the definition of a Category I weapon; an Bowie, Dirk, machete, switchblade knife, ballistics knife, any other knife having a blade of two or more inches; any razor blade (e.g., straight, regular, retractable, etc.); boxcutter; any bludgeon (e.g. billy club, PR-24, night stick, spring stick, blackjack, club); any firearm muffler or firearm silencer; "look-alike" bomb; any "martial arts" device or flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely (e.g., nunchakus, nun chuck, nun chahka, shuriken, or fighting chain, etc.); any disc of whatever configuration with at least two points or pointed blades which is designed to be thrown or propelled (e.g., Chinese star, oriental dart, throwing star, etc.); miscellaneous</p>

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		<p>devices such as swords, sword/knife canes, ice picks, chains, bow and arrows, knuckles made of metal, thermoplastic, wood or other similar material, objects placed on fingers, in hands, or on fists or knuckles to provide a "loaded fist," etc., or any tool or instrument which the school administration could reasonably conclude as being used as a weapon or intended by the student to be used as a weapon and thus a violation of the intent of this Code of Conduct.</p> <p>In addition to the above, Category II weapons include any item defined as a weapon or hazardous object as defined by O.C.G.A. § 16-11-127.1 and 20-2-751, except for firearms and dangerous weapons (See Category I).</p> <p><i>Notify the system Office of Student Discipline and Zone Superintendent. The local school police officer must be notified of such incidents.</i></p>
<p>10c (Cat III).II</p>	<p align="center">Category III Weapon/Dangerous Instrument/ Unauthorized Items</p>	<p>Any knife or instrument having a blade of less than two inches, any "look-alike" firearm, or plastic disposable razor or sling shot. Any non-weapon item the student uses as a weapon during a battery or assault. This includes, but is not limited to items such as scissors, rocks, bricks, books, desks, and writing instruments.</p> <p>Dangerous Instrument/Unauthorized Weapons:</p> <p>Students shall not possess ammunition, BBs, paint pellets, fireworks (other than "snap its", "poppers", or "pop-its" which may be addressed as a disruptive behavior), matches, lighters, stink bombs, pepper spray, mace or similar instruments /items. These instruments/items are disruptive to the function of the school and may pose a safety risk.</p> <p><i>The local school police officer must be notified of such incidents.</i></p>

<p align="center">RULE 11: ALCOHOL AND OTHER DRUGS/PSYCHOACTIVE SUBSTANCES (Responsibility/ Citizenship)</p> <p align="center">Offenses are cumulative at the elementary, middle, and high school levels. A student shall not:</p>		
<p>11a.III</p>	<p align="center">Alcohol/Drug Possession/Under the Influence</p>	<p>Possess, consume (eat, digest, inject, inhale, etc.), receive, purchase, transmit, store, or be under any degree of influence of alcoholic beverages and/or illegal drugs, narcotics, hallucinogens, amphetamines, barbiturates, marijuana/marijuana oils, edibles, synthetic cannabinoid drugs, synthetic cathinone drugs (e.g. bath salts) or any other substance listed under the Georgia Controlled Substances Act or any substance believed by the student to be alcohol or an illegal drug. Legal intoxication is not required for violation of this rule.</p> <p>First- time offenders may be required to attend a drug intervention program in addition to any other disciplinary action deemed appropriate.</p>
<p>11b.III</p>	<p align="center">Drug Paraphernalia</p>	<p>Possess, transmit, store, buy, sell, or otherwise distribute or possess with intent to sell, or otherwise distribute any drug-related paraphernalia, which may include, but is not limited to, vaporizers (For electronic cigarettes, see Rule II.14a, Tobacco Use/Cigarette Products), pipes, needles, rolling papers, baggies or other packaging materials, prescription bottles, scales, or any device used for ingesting drugs.</p>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

11c.III	<i>False Identification Drug/Alcohol</i>	Falsely present or identify a substance to be alcohol or an illegal drug or use/consume/buy/sell/distribute/possess/transmit compounds or substances meant to mimic the effects of drugs or alcohol.
11d.IV	<i>Alcohol or Drug Sale/Distribution-Δ</i>	<p>Sell, or otherwise distribute or possess with intent to distribute or attempt to buy, sell, or otherwise distribute or possess with intent to distribute alcoholic beverages, illegal drugs, narcotics, hallucinogens, amphetamines, barbiturates, or marijuana/marijuana oils, edibles or any other substance listed under the Georgia Controlled Substances Act, or any substance falsely identified as such, or is believed by the purchaser to be an alcoholic beverage or illegal drug, narcotics, hallucinogens, amphetamines, barbiturates, or marijuana, synthetic cannabinoid drugs, synthetic cathinone drugs or any other substance listed under the Georgia Controlled Substances Act. There is no requirement that there be an exchange of money, goods, and/or services to find a violation of this rule.</p> <p>Δ- Student may be eligible for first-time offender recommended assigned discipline of <u>60</u> school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.</p>
11e.III	<i>Influence of Inhalants/Other</i>	Sniff or be under the influence of inhalants and/or other substances.
11f.III	<i>Possession of Non-Prescription Medication</i>	<p>Non-Prescription Medication:</p> <p>Possession of all over-the-counter medication on school property must be pursuant to Operating Guideline JGCD – Medication Administration and Storage. A student is prohibited from possession of non-prescription or over-the-counter medication on school property that does not comply with the policies/procedures outlined in Operating Guideline JGCD. Over-the-counter medications specifically include, but are not limited to, stimulants (e.g., diet pills, caffeine pills, etc.), nicotine replacement therapies such as nicotine gum and candy, nicotine lozenges, nicotine patches, nicotine inhalers, nicotine nasal sprays and the like. <i>For electronic cigarettes, see Rule 14a, Tobacco Use/Cigarette Products</i></p>
11g.III	<i>Distribution/Sale of Non-Prescription Medication</i>	<p>Non-Prescription Medication:</p> <p>A student is prohibited from selling, distributing, or possessing with intent to distribute any over-the-counter medication. Over the counter medications specifically include, but are not limited to, stimulants (e.g., diet pills, caffeine pills, etc.), nicotine replacement therapies such as nicotine gum and candy, nicotine lozenges, nicotine patches, nicotine inhalers, nicotine nasal sprays and the like. <i>For electronic cigarettes, see Rule 14a, Tobacco Use/Cigarette Products</i></p>

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11h.III	<i>Possession of Prescription Drugs</i>	<p>Prescription Drugs:</p> <p>Possess prescription medication not prescribed for the student or possession of medication prescribed to a student out of compliance with Operating Guideline JGCD. All prescription medication prescribed for a student must be in compliance with written parent authorization and adherence to Operating Guideline JGCD</p> <p>–Medication Administration and Storage. If the prescription drug is a controlled substance under the Georgia Controlled Substances Act, the student shall be found to have violated the appropriate portions of Codes and Paragraphs A through E above.</p>
11i.IV	<i>Distribution of Prescription Drugs -Δ</i>	<p>Prescription Drugs:</p> <p>A student shall not sell, distribute, or possess with intent to distribute any prescribed medication on school property. If the prescription drug is a controlled substance under the Georgia Controlled Substances Act, the student shall be found to have violated the appropriate portions of Codes and Paragraphs A through E above.</p> <p>Δ-Student may be eligible for first-time offender recommended assigned discipline of 60 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident</p>

RULE 12: ATTENDANCE (Responsibility/ Citizenship/ Perseverance)		
12a.I	<i>Excessive Tardiness/Class Cuts</i>	"Skipping" or missing any class or activity or any portion of a class or activity or being tardy for a class or activity for which he or she is enrolled without a valid excuse.
12b.II	<i>Attendance</i>	Leave school grounds during the course of the regularly scheduled school day without the permission of a parent and school principal or designee. Students must follow the established procedures for checking in or out of school.
12c.I	<i>Failure to attend Detention/ISS/ Saturday School</i>	Failure to attend detention, Saturday school or ISS.

RULE 13: DRESS AND GROOMING (Respect/Responsibility)		
13a.I	<i>Improper Dress</i>	Students in the school system are expected to dress and groom themselves in such a way as to reflect neatness, cleanliness, and safety. All students shall dress appropriately so as not to disrupt or interfere with the educational program or the orderly operation of the school. Examples of inappropriate dress and grooming include lack of cleanliness in person or dress; shoelessness; "short-short" clothing; bare midriffs; "tank tops"; "see-through" clothing or apparel which designates gangs or similar organizations or any dress that is disruptive to the educational process. Designated dress involving school activities approved by the principal shall be acceptable. The principal or other duly authorized school official shall determine whether any particular mode of dress or grooming results in a violation of the spirit and/or the intent of this rule.

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

RULE 14: TOBACCO USE/CIGARETTE PRODUCTS INCLUDING: E-CIGARETTES, JULING & VAPING (Responsibility/Citizenship)		
14a.II	<i>Tobacco/Vaping use/possession</i>	Possess, distribute, or use, cigarettes, electronic cigarettes (a.k.a., e-cigarettes, e- cigs), Hookah, Vapes, Juuls or like products, or related tobacco products of any kind, including cigarette wrapping paper or containers for such products. First offenders may be referred to attend a tobacco use program, in addition to any other disciplinary action deemed appropriate. Multiple offenses of this rule within the same school year may result in increased discipline. Multiple incidents may result in the offense being elevated to a Tier III discipline incident.

RULE 15: GAMBLING (Responsibility)		
15a.I	<i>Gambling</i>	<p>Gambling or participate in gambling activity or solicit others to gamble or participate in gambling activity. Gambling includes, but is not limited to, betting on any game or event, shooting dice, matching or other games of chance for money and/or things of value.</p> <p>Participating in a raffle or bingo game sponsored by a school-related support group such as a PTA or booster club will not violate this rule when the student is accompanied by his or her parent or guardian or by another parent who has permission in writing from the student’s parent or guardian to supervise that student at the fundraiser or the fundraiser has been pre- approved by administration.</p>

RULE 16: SEXUAL HARASSMENT (Respect/ Caring)		
16a.III	<i>Sexual Harassment</i>	<p>A student shall not harass another person through unwelcome conduct or communication of a sexual nature whether explicit or implied. Prohibited acts of sexual harassment include, but are not limited to, verbal or written harassment, such as sexual jokes or comments about an individual or his/her physical characteristics; physical harassment such as unwanted touching or gestures; visual harassment such as the display of or encouraging/participating in the display of sexually suggestive objects or pictures; or requests or demands for sexual involvement, accompanied by implied or explicit threats. The local school police officer must be notified of such incidents where the behavior involves a sexual offense (as defined in Chapter 6 of Title 16 of Georgia law) including, but not limited to, sexual battery, rape, and molestation.</p> <p>Any alleged victim of such offense may request to have his/her schedule changed, subject to the principal’s approval. (See also Policy JBCD, Transfers and Withdrawals, for more information about transfer options for victims of violent offenses)</p> <p>Staff members should report instances of behaviors referenced in this Rule to school administration within a reasonable time period so that administrators may review them in a timely manner.</p>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

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		<p><i>Any student (or parent or friend of a student) who has been the victim of an act of abuse, sexual harassment/misconduct, or other inappropriate behavior is urged to make an oral report of the act to any teacher, counselor or administrator at his/her school.</i></p> <p><i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.</i></p>
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RULE 17: SEXUAL MISCONDUCT/SEXUAL OFFENSES (Respect/ Caring)

The Georgia General Assembly requires the District to encourage parents to inform students of the consequences, including potential criminal penalties, of underage sexual conduct. The consequences can include the student being tried as an adult in criminal court. Any behavior which a violation of Chapter 6 of Title 16 of Georgia law must be immediately reported to the school police, the Zone Superintendent, and the system office of student discipline. The Chief of Fulton County Schools Police, or designee will then notify the District Attorney. Sexual offenses are prohibited regardless of the gender of the parties involved.

Victims of Sexual Offenses: Any alleged victim of a sexual offense may request to have his/her schedule changed, subject to the principal’s approval. See also Policy JBCD, Transfers and Withdrawals, for more information about transfer options for victims of violent offenses.

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Both student complainants and student respondents may be provided Supportive Measures.

As used in this Rule, “intimate body parts,” include "the primary genital area, anus, groin, inner thighs, or buttocks of a male or female and the breasts of a female."

<p align="center">17a.II</p>	<p align="center"><i>Mooning/Related Behavior</i></p>	<p>“Mooning”, “panting” (pulling another’s pants down), or exposing one’s intimate body parts, or the intimate body parts of another, with no sexual intent.</p> <p><i>Students exposing intimate body parts of another will result in increased discipline and may be treated as a Tier III or Tier IV discipline incident.</i></p>
<p align="center">17b.III</p>	<p align="center"><i>Sexual Battery</i></p>	<p>Sexual battery is defined as a student intentionally making physical contact with the intimate body parts of another person without the consent of that person. No student shall commit any act of sexual battery on school property, school buses, or at school-sponsored events.</p> <p><i>Notify the Office of Student Discipline and Zone Superintendent. The local school police officer must be notified of such incidents. The Chief of Fulton County Schools Police, or designee, will notify the district attorney. (See O.C.G.A. § 20-2- 1184)</i></p> <p><i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix. Both student complainants and student respondents may be provided Supportive Measures.</i></p>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

<p>17c.IV</p>	<p><i>Sexual Molestation-ΔΔΔ</i></p>	<p>Sexual molestation is defined as a student doing any immoral or indecent act to or in the presence of another person, without that person's consent, with the intent to arouse or satisfy the sexual desires of either the student or the other person. This includes a student forcing another person to make physical contact with the student's intimate body parts, such as having another student perform sex acts. No student shall commit any act of sexual molestation or the attempts thereof on school property, school buses, or at school-sponsored events.</p> <p>ΔΔΔ- Student may be eligible for first-time offender recommended assigned discipline of 180 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.</p> <p><i>Notify the Office of Student Discipline and Zone Superintendent. The local school police officer must be notified of such incidents. The Chief of Fulton County Schools Police, or designee, will notify the district attorney. (See O.C.G.A. § 20-2- 1184)</i></p> <p><i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix. Both student complainants and student respondents may be provided Supportive Measures</i></p>
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**RULE 18: TECHNOLOGY OFFENSES
(Respect/ Honesty/ Citizenship)**

“School technology resources” includes but is not limited to: 1. Electronic media systems devices such as computers, networks, and websites, and 2. The associated hardware and software programs used for purposes such as, but not limited to, developing, retrieving, storing, distributing, and accessing instructional, educational, and administrative information.

The school is not responsible for personal electronic devices on school property or at school-sponsored events.

See Rule II.20a, for specific rules relating to use of electronic equipment, including cellular phones, and other items while on the school bus.

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

If an offense occurs, the electronic device(s) may be confiscated by the school administrator or designee.

<p>18a.II</p>	<p><i>Technology/Computer Misuse</i></p>	<p>Purposely look for security problems (using tools including, but not limited to: network sniffers, proxies, scripts, password guesser/detection) to attempt to disrupt school technology resources or engage in any activity that monopolizes or compromises school technology resources. Using unauthorized web browsers (not installed on the device by FCS). Using a Virtual Private Network.</p>
<p>18b.III</p>	<p><i>Unauthorized Copy Computer Software</i></p>	<p>Copy computer programs, software or other technology provided by the District for personal use; download unauthorized files; or use school technology resources for personal gain or private business enterprises.</p> <p><i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.</i></p>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Multiple and/or prior infractions could lead to increased consequences

<p>18c.III</p>	<p><i>Threat/Damage Property Using Tech</i></p>	<p>Attempt to threaten to, or damage, destroy, vandalize, or steal private property or school property while using school technology resources on or off school grounds</p> <p><i>(The local school police officer must be notified of such incidents.)</i></p>
<p>18d.III</p>	<p><i>Display Inappropriate Material Using Tech</i></p>	<p>Use or participate in using personal or school technology resources to distribute, display, or record inappropriate material. Inappropriate material does not serve an instructional or educational purpose and includes, but is not limited to, the following (See Rule IV.6b for bullying using technology): If sexual in nature, refer to Rule III.18j; is profane, vulgar, lewd, obscene, offensive, indecent, or threatening. Advocates illegal or dangerous acts; causes disruption to Fulton County School District, its employees or students; advocates violence; contains knowingly false, recklessly false, or defamatory information; or is otherwise harmful to minors as defined by the Children’s Internet Protection Act. (The local school police officer must be notified of such incidents.)</p> <p><i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.</i></p> <p><i>Both student complainants and student respondents may be provided Supportive Measures.</i></p>
<p>18e.I</p>	<p><i>Cell Phone/Electronic Devices/Recording Devices</i></p>	<p>Refusing to comply with reasonable directions or commands of school staff regarding responsible use of technology, and/or use audio or visual recording devices without permission of a school administrator (including but not limited to Policy and Operating Guideline IFBGA Responsible Use of Enterprise Technology).</p> <p><i>***Please Note: If a student violates this rule which leads to the student’s personal communication device being confiscated by school personnel, it will only be released to the parent or guardian who must come to the school to personally retrieve the device.***</i></p>
<p>18f.II</p>	<p><i>Prohibited Use of Personal Communication Devices (PCD) During School Day</i></p>	<p>Possession of Personal Communication Devices (PCD) (e.g., cell phones, tablets, recording devices) by a student at school during school hours is a privilege that will be forfeited if a student fails to abide by the Student Code of Conduct. The use of PCDs during the school day is not allowed in grades Pre-K through 5.</p> <p>In grades 6 through 12, the use of PCDs is not allowed during instructional time and will only be allowed when explicitly instructed to do so by a teacher or other school staff member.</p> <p><i>***Please Note: If a student violates this rule which leads to the student’s personal communication device being confiscated by school personnel, it will only be released to the parent or guardian who must come to the school to personally retrieve the device.***</i></p>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

<p>18g.III</p>	<p><i>Inappropriate Recording and Distribution Using Personal Communication Devices (PCD)</i></p>	<p>The use of cell phones and other PCDs for non-educational purposes, including but not limited to, recording staff and/or students without permission or other inappropriate content is strictly prohibited.</p> <p>In addition, using a cell phone or other personal communication device to record a fight, battery or any other inappropriate content and either sharing with others (e.g., airdrop, nearby share, ShareIT, etc.) and/or uploading the video to any other type of social media/web-based media is also strictly prohibited.</p> <p>Consequences for doing so <i>may</i> result in up to a 10 Day suspension and a referral for a discipline hearing with a recommendation for long term suspension.</p> <p><i>***Please Note: If a student violates this rule which leads to the student's personal communication device being confiscated by school personnel, it will only be released to the parent or guardian who must come to the school to personally retrieve the device.***</i></p>
<p>18h.III</p>	<p><i>Tamper/Phish/Hack District Network</i></p>	<p>Gain or attempt to gain unauthorized access to the District's computer data, network, systems, Internet connections, e-mail accounts, or intranet or to any third party's computer system, data, or network.</p> <p>Note that students, however, may share their passwords with their parents.</p> <p>Examples include but are not limited to:</p> <p><u>Tampering</u> - Interfering in order to cause damage or make unauthorized alterations. <u>Ex:</u> Accessing a system to change or bypass system settings, access levels, or data such as grades, scores; modifying passwords belonging to others; attempting to log in through another person's account; accessing, copying, or modifying another user's files without authorization.</p> <p><u>Phishing</u> - Sending a fraudulent email to gain unauthorized information. <u>Ex:</u> Accessing passwords, bank account information; credit card information; impersonating another user.</p> <p><u>Hacking</u> - Unauthorized access to data in a system or computer. <u>Ex:</u> Unauthorized access to data in a system or computer.</p>
<p>18i.I</p>	<p><i>Violate District Responsible Use Agreement</i></p>	<p>Violate the District's Responsible Use Agreement (Operating Guideline IFBGA) in any other way.</p>
<p>18j.III</p>	<p><i>Sexually Explicit or Pornographic Material Using Technology</i></p>	<p>Possessing, creating, distributing, or sharing sexually explicit or pornographic material using personal or school technology resources.</p> <p><i>If images or material includes minors, the local police must be notified. Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix. Both student complainants and student respondents may be provided Supportive Measures.</i></p>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

RULE 19: GANG RELATED ACTIVITY (Responsibility/ Caring/ Fairness)		
<p>A “gang” is defined as any group of three or more people with a common name or common identifying signs, symbols, tattoos, graffiti, attire or other distinguishing characteristics which engage in any of the following: commission, attempted commission, conspiracy to commit, or solicitation, coercion, or intimidation of another person to commit offenses such as, but not limited to, rape, aggravated sexual battery, violence, possession or use of a weapon, or trespass or damage to property resulting from any act of gang related painting on, tagging, marking on, writing on, or creating any form of graffiti on school or personal property.</p> <p>Students will not engage in acts of gang-related activities and affiliations. Prohibited acts include wearing or possessing gang-related apparel, conveying membership or affiliation with a gang, gang-related solicitation, violence, threats, defacement of school or personal property by painting, tagging, marking, writing, or creating any form of graffiti, etc.</p> <p>Contact Office of Student Discipline and local school resource officer</p> <p>Title IX: <i>Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.</i></p> <p><i>Both student complainants and student respondents may be provided Supportive Measures.</i></p>		
19a.III	<i>Gang Activity</i>	A student shall not commit, attempt to commit, solicit, encourage or advise others to commit or attempt to commit any violation of this Code of Conduct in furtherance of a gang or gang activity.
19b.III	<i>Intentional Display Gang Tattoos, Paraphernalia, Graffiti, etc.</i>	A student shall not hold himself or herself out as a member of a gang, which may include, but is not limited to verbal identification, displaying gang identified tattoos or other gang related paraphernalia, or participating in creating or displaying gang related graffiti.
19c.III	<i>Gang Recruitment/ Solicitation</i>	A student shall not solicit membership in any gang or gang-related organization. A student shall not recruit others to join any gang or gang-related organization.

RULE 20: INTERFERENCE WITH SCHOOL BUS (Responsibility/ Respect/ Citizenship)		
20a.II	<i>Bus Interference</i>	<p>All code of conduct rules apply on school-provided transportation and at school bus stops. Students may not violate any direction of the school bus driver.</p> <p>Students may not disrupt the environment of the bus or bus stop in any manner, including but not limited to loud or boisterous behavior; failure to remain silent at railroad crossings; using emergency exits improperly; riding an unauthorized bus; disembarking at an unauthorized stop; throwing objects in the bus, or into or out of the bus; extending body parts or objects outside of the bus; drinking/eating/chewing gum; interference with District recording equipment; [failure to wear seatbelts where fitted on buses, or</p>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Multiple and/or prior infractions could lead to increased consequences

		<p>unbuckling of seatbelts before reaching the destination,] and failure to remain seated.</p> <p>Additionally, students are prohibited from using items during the operation of a school bus in a manner that might interfere with the school bus communications equipment or the school bus driver's operation of the bus.</p> <p>These items include but are not limited to cell phones; pagers; audible radios; tape or compact disc players without headphones; mirrors; lasers, or flash cameras. (Consequences may include confiscation of device.) Cell phone use will not be allowed during the operation of the bus because it interferes with operational technology. However, cell phones may be used with the special permission of the principal, supervising teacher, or bus driver while the student is on the bus waiting to depart the starting location or when the bus returns to its final destination after athletic events, fields trips, or another special situation deemed appropriate by the principal, supervising teacher, or bus driver. (See also Procedure EDCB, Bus Conduct)</p>
20b.III	<i>Bus Interference while bus in motion</i>	<p>Students shall not throw any item inside, around, or out of a school bus whether or not the bus is in motion. Students may be charged with a higher-level infraction if throwing items inside or out of a bus while in motion. If any item thrown or set in motion by a student makes contact with another individual or their property, then additional rule violations may apply.</p>

<p align="center">RULE 21: OFF-CAMPUS MISCONDUCT (Responsibility/ Citizenship)</p>		
21a.IV	<i>Off Campus Misconduct -ΔΔΔ</i>	<p>Off-campus misconduct for which a student may be disciplined includes, but is not limited to, any off- campus conduct which could result in the student being criminally charged with a felony, or felonious conduct for which a student has been arrested, criminally charged/indicted, adjudicated to have committed, or convicted; and conduct which makes the students continued presence at school a potential danger to persons or property at the school or which disrupts the educational process.</p> <p>ΔΔΔ- Student may be eligible for first-time offender recommended assigned discipline of 180 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.</p> <p><i>Contact Office of Student Discipline and local school police officer.</i></p>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Multiple and/or prior infractions could lead to increased consequences

RULE 22: ENCOURAGING VIOLATIONS OF CODE OF CONDUCT (Responsibility/ Respect/ Caring)		
22a.II	<i>Encouraging Misconduct</i>	Incite, urge, encourage, advise, or counsel other students to violate any Rule of this Code of Conduct or conspire to violate any Rule of this Code of Conduct. O.C.G.A. § 20-2-751.5(a)(11).

RULE 23: VERBAL/WRITTEN EXPLICIT AND/OR IMPLIED THREAT (Responsibility/Respect/Citizenship)
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A threat is defined as any expression of intent to harm someone. Threats can be spoken, written, emailed, posted or expressed in some other way. Threats can be expressed or implied. All employees are required to report any threats to the school administration.

Employees should act promptly to protect students, employees, and visitors. Employees should supervise the accused student. Notify school Police Officer and Zone Superintendent for Level 2 and 3 threats.

Incidents that implicate a threat should refer to the FCS Threat Assessment Protocol, [Fulton County Threat Assessment Protocol](#)

Title IX: Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix. Both student complainants and student respondents may be provided Supportive Measures.

Threat levels are determined at the school level. Level 1 and 2 Threats are considered lesser included offenses of Level 3 Threats. Level 1 Threats are considered a lesser included offense of Level 2 Threats. At a disciplinary hearing, the Hearing Officer may determine that the student is responsible for the Threat Level charged by the school or may find the student responsible for a lesser included threat level as appropriate. The list below is not exhaustive or all-inclusive.

23a.II	<i>Level 1 Threat</i>	<p>Level 1 Threats are determined by School Administration, taking into account the following factors (please note, these factors are not all-inclusive and need not be met to determine a Level 1 threat):</p> <ul style="list-style-type: none"> o Intent to harm is not clear or apparent o No evidence of motive o No ability to carry through with threat o No evidence of planning o Expressions of anger or frustration dissipate quickly o Threats of a fight without specificity of violence o No specific person, place or object targeted <p>Incidents that implicate a threat should refer to the FCS Threat Assessment Protocol, the full protocol can be found here: Fulton County Threat Assessment Protocol</p>
23b.III	<i>Level 2 Threat</i>	<p>Level 2 Threats are determined by School Administration, taking into account the following factors (please note, these factors are not all-inclusive and need not be met to determine a Level 2 threat):</p> <ul style="list-style-type: none"> o Intent to harm is somewhat revealed o Some evidence of motive o No ability at this time o Expressions of anger or frustration linger o Evidence of some planning o Specific person, place or object targeted <p>Incidents that implicate a threat should refer to the FCS Threat Assessment Protocol, the full protocol can be found here: Fulton County Threat Assessment Protocol</p>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Multiple and/or prior infractions could lead to increased consequences

23c.IV	<i>Level 3 Threat- ΔΔΔ</i>	<p>Level 3 Threats are determined by School Administration, taking into account the following factors (please note, these factors are not all-inclusive and need not be met to determine a Level 3 threat):</p> <ul style="list-style-type: none"> ○ Intent to harm is revealed ○ Motive exists ○ Ability to carry out the plan exists ○ Expressions of anger are pervasive ○ Clear evidence of plan/planning ○ Specific person, place or object targeted ○ The threat has been repeated over time or communicated to multiple persons ○ Incidents that implicate a threat should refer to the FCS Threat Assessment Protocol, the full protocol can be found here: Fulton County Threat Assessment Protocol <p>ΔΔΔ- Student may be eligible for first-time offender recommended assigned discipline of 180 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.</p>
23d.IV	<i>Bomb/Explosive Threat-ΔΔΔ</i>	<p>Threaten to plant a bomb or falsely inform others that a bomb or other explosive has been planted on school property or at a school-sponsored event.</p> <p>Incidents that implicate a threat should refer to the FCS Threat Assessment Protocol, the full protocol can be found here: Fulton County Threat Assessment Protocol</p> <p><i>The local school police officer must be notified of such incident.</i></p> <p>ΔΔΔ- Student may be eligible for first-time offender recommended assigned discipline of 180 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.</p>

RULE 24: THEFT (Responsibility/Respect/Citizenship)		
24a.II	<i>Theft of Student, School or Private Property up to \$100.00 or unknown value</i>	Steal or attempt to steal student, school or private property of any amount [includes, but is not limited to the use of counterfeit money, committing cybercrimes, theft by deception, selling or disposing of school- issued devices/materials, etc.]
24b.III	<i>Theft of Student, School or Private Property over \$100.00</i>	Steal or attempt to steal student, school or private property over \$100.00 value; [includes, but is not limited to the use of counterfeit money, committing cybercrimes, theft by deception, selling or disposing of school- issued devices/materials, etc.]
24c.III	<i>Theft of Employee Property up to \$100.00 or unknown value</i>	Steal or attempt to steal employee property of any value [includes, but is not limited to the use of counterfeit money, committing cybercrimes, theft by deception, selling or disposing of school- issued devices/materials, etc.]
24d.IV	<i>Theft of Employee over \$100.00- ΔΔΔ</i>	Steal or attempt to steal employee property over \$100.00 value; [includes, but is not limited to the use of counterfeit money, committing cybercrimes, theft by deception, selling or disposing of school- issued devices/materials, etc.]

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

*****Multiple and/or prior infractions could lead to increased consequences*****

		<p>ΔΔΔ- Student may be eligible for first-time offender recommended assigned discipline of 180 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.</p>
24e.IV	<i>Robbery-ΔΔΔ</i>	<p>Steal or attempt to steal anything of value under confrontational circumstances by force or threat of force or violence and/or by putting the victim in fear.</p> <p>ΔΔΔ- Student may be eligible for first-time offender recommended assigned discipline of 180 school days. The Director of Student Discipline, or designee, may disqualify an otherwise eligible student based on the nature, circumstance, and/or severity of the disciplinary incident.</p>

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Part II: Disciplinary Hearing Process

- a. NOTE: Upon implementation of the Title IX revisions released on May 6, 2021, any discipline incident, or portion of a discipline incident, which involves a Title IX matter or incident will be subject to the Title IX Grievance Procedure as detailed at www.fultonschools.org/titleix.

Discipline Team Meeting (DTM)

When a Principal recommends a long-term out of school suspension/expulsion, and the disciplinary hearing may potentially be waived, a Discipline Team Meeting (DTM), which consists of the principal/designee, the student behavioral specialist, and/or another representative from the District's Office of Student Discipline, and the parent/guardian, will be offered to the parent/guardian within 5 school days of the first day of suspension. The student may be invited where practicable. The principal/designee will notify the office of the Student Behavior Specialist, or Superintendent's designee, as soon as practicable after the investigation of the occurrence. The principal/designee should furnish the following documents to the Student Behavior Specialist or Superintendent's designee, before or at the time of the Discipline Team Meeting: *witness/student statements; a current copy of the student's permanent record; a copy of the student's test record card; current status of the student's academic and conduct grades in all classes (progress reports); days present and absent (excused and unexcused absences); number of tardies and class cuts; detention assignments with reasons; anecdotal report citing discipline, attendance and academic records, and interventions offered at the local school including SST referral, counseling sessions, and parent/guardian conferences with dates, reasons, and results; copy of police report; special education, Section 504 or SST status (active enrollment or referral for any of these programs); SST reports; copy of the currently approved suspension letter that includes the school administrations' recommendation for consequences, and any other information or evidence relevant to the incident.*

The purpose of this meeting is for the team to discuss the investigation completed by the school, the discipline procedures afforded, and any information provided by the student and/or the parent/guardian. As this is a parent conference, the student's or parents' legal counsel may not attend. The student behavioral specialist and/or another representative from the District's Office of Student Discipline may set a reasonable time limit for the DTM and may end the DTM if it is evident that resolution is not imminent. If the parent/guardian and school can reach an agreement about the disciplinary outcome and the parent/guardian waives the hearing in writing, then the hearing will be canceled. If the parent/guardian disagrees with the disciplinary outcome and the result of the DTM, or the parent/guardian does not attend the DTM, then the hearing will proceed as scheduled.

Discipline Team Meetings can be conducted using various modes of communication. If the DTM does not occur or does not occur as discussed in this Code, the hearing will proceed as scheduled.

b. Disciplinary Hearing

Hearings will be held as noted in this procedure and/or as required by applicable authority. Any recommendation of long-term suspension/expulsion/ alternative school will result in a hearing being scheduled for a student. The hearing should be held within ten (10) school days after the first day of suspension.

While a student is out of school pending a discipline hearing, they will be provided appropriate, grade-level instructional material pending completion of the hearing. Additionally, students will be provided opportunities to submit assignments for grading as appropriate.

Any confiscated drugs, weapons, or other criminal evidence should be transferred to the Chief of the Fulton County School Police for use during a disciplinary hearing and/or criminal case.

Group Hearing: When students are charged with violating the same rule(s) and have acted in concert, and the

facts are basically the same for all students, a group hearing may be conducted for them if the Director of the District's Office of Student Discipline believes that the following conditions exist:

- A single hearing will not likely result in confusion and
- No student will have his/her interests substantially prejudiced by a group hearing.

Any student who objects to participation in a group hearing should notify the District's Office of Student Discipline in writing no less than 48 hours before the hearing.

If during the disciplinary hearing, the hearing officer finds that a student's interests will be substantially prejudiced by the group hearing, he/she may order a separate hearing for that student.

Written Notice of Hearing: When long-term suspension/expulsion and/or alternative school is recommended by the school, a disciplinary hearing is required. The school or District shall provide written notice of the relevant procedures to the student's parent/guardian/student aged 18 or older. The notification shall include the following:

1. A brief statement of the act(s) student is alleged to have committed, along with the portion of the Code of Conduct allegedly violated.
2. The maximum penalty which may be administered for the alleged misconduct, and a recommendation for discipline.
3. A copy of this document.
4. The date, time, and place of the hearing.
5. The names of witnesses expected to be called at the hearing and a short summary of evidence that may be presented.
6. A statement that a hearing is required unless the parent/guardian/student 18 years old or older waives the hearing.
7. A statement that at the hearing the student is entitled to be represented by an advocate (spokesperson) of his/her choice, including an attorney if so desired; and that the student may subpoena witnesses and utilize other compulsory process upon request.
8. A statement that all parties are afforded an opportunity to present and respond to evidence and to examine and cross-examine witnesses.

Delivery of Notification: The notice of hearing shall be delivered to the student and his/her parent/guardian either in person, by priority mail, certified mail return receipt requested, and/or delivery confirmation, in conjunction with electronic mail where available and deemed appropriate by the district, to the last known address of the parent or guardian. If notice is delivered in person, a written confirmation of delivery should be obtained by the person delivering the notice to the parent/guardian. Service shall be deemed to be perfected when the notice is deposited in the United States mail with enough postage addressed to the last known address of the parent/guardian.

Continuance: Requests for continuances should be made in writing and addressed to the District's Office of Student Discipline. If good and sufficient cause exists, the District's Office of Student Discipline may reschedule a hearing. Upon rescheduling, written notice of the rescheduled date and time of the hearing will be sent to the student's parent/guardian/representative/attorney/ student aged 18 or older either in person, by priority mail, certified mail return receipt requested, and/or delivery confirmation, in conjunction with electronic mail where

available and deemed appropriate by the District.

The student's parent/guardian/representative/attorney/student aged 18 or older may request a continuance of the hearing from the District's Office of Student Discipline. Continuances should be requested in writing and no later than 24 hours in advance of the scheduled hearing date and time. Extenuating circumstances should be presented to the District's Office of Student Discipline for approval. If a continuance is requested or caused by the parent/guardian/student aged 18 or older/student's representative, the student will continue to serve his/her recommended school level discipline (ISS or OSS) during the time of the continuance and until the hearing is conducted and the Hearing Officer has rendered a decision. Additionally, students will continue to receive grade-appropriate instructional materials during the time period of any continuance.

Waiver of Hearing: If the student's parent/guardian/representative/ attorney/student aged 18 or older waives the hearing, they may do so by requesting a waiver from the District/school prior to the notified date and time of the hearing. If no waiver request is received, or if the hearing may not be waived by the student's parent/guardian/ representative/attorney/ student aged 18 or older, the hearing will be held as scheduled, whether the student/parent/guardian/representative/attorney chooses to participate.

Record of Proceedings:

- a. A verbatim record of the hearing shall be made and shall be available to all parties upon request. The cost of recording shall be borne by the District. Parents/guardians/student's legal counsel may request a copy of the recording.
- b. A written transcript will be prepared by the District if the Board so requests; or if the decision the Board is appealed to the State Board of Education. If a written transcript is not prepared by the District, the parent/guardian/ student may obtain a written transcript at their own expense.

Burden of Proof: The burden of proof is a preponderance of the evidence (more likely than not) and shall be on the school.

Legal Representation/Involvement of an Attorney at the Disciplinary Hearing: If the student is represented by an attorney, the Board attorney may be present. The Board attorney shall advise the Hearing Officer, as necessary. The student/parent/guardian must notify the District's Office of Student Discipline not less than 2 school days prior to the hearing if the student may be represented by an attorney. Failure to give such notice can result in the hearing being continued so the Board's attorney may be present.

Presentation of Evidence: The evidence for the school and student/student representative (if present) shall be presented to the Hearing Officer. The administrator representing the school, the Board attorney, the student's representative, the Hearing Officer, and the Hearing Facilitator are entitled to question witnesses about any matters which are relevant to the charges against the student or the appropriate discipline. The Hearing Officer or Hearing Facilitator has the authority to limit unproductively long or irrelevant questioning.

Procedural Objections: Objection to the sufficiency of the notice and/or other procedural objections shall be waived unless written notice thereof is filed with the District's Office of Student Discipline no less than 24 hours prior to the time the hearing is scheduled to begin. The hearing may be postponed until such defects have been removed or remedied.

Hearing Officers and Hearing Facilitators: Disciplinary Hearings may be conducted by a Student Discipline Hearing Officer or Hearing Facilitator (which may include the director of the District office that is responsible for student discipline or designee).

Notwithstanding any language in this Code of Conduct, Hearing Officers and Hearing Facilitators will possess minimum qualifications as set by the State Board of Education and will receive initial training and ongoing continuing education as required by the State Board of Education.

The Hearing Officer will serve as the presiding officer and may rule on issues of procedure and admissibility of evidence presented during the hearing if no Hearing Facilitator is present. A Hearing Facilitator, if present, may serve as the presiding officer and may rule on issues of procedure and admissibility of evidence presented during the hearing.

The Disciplinary Hearing Officer after conducting the hearing and receiving all evidence, shall render a decision based solely on the evidence received at the hearing and shall determine what, if any, disciplinary action shall be taken. Such action may include, but is not limited to, assignment to alternative school, short-term suspension, long-term suspension, expulsion, or permanent expulsion. If a student is suspended or expelled and enrolls in the District's alternative school, they may be eligible for a reduced time period of suspension/expulsion pursuant to the Earn, Learn, & Return program. The Earn, Learn, & Return program is only offered to students who enroll in the alternative school and are deemed otherwise eligible.

Appeals: Any party may appeal the hearing decision to the Board by filing a written notice of appeal within twenty (20) calendar days of the date of decision. The appeal should be addressed to the attention of the Superintendent and delivered to the District's Office of Student Discipline. Appeals via email alone may be accepted but appealing parties must confirm receipt with the District's Office of Student Discipline within the 20-calendar day appeal timeline. Appeals by administration must be approved by the Superintendent. The Superintendent shall have the authority to suspend the decision of the disciplinary hearing officer, during the period of appeal to the Board. Upon the appeal of a decision of the disciplinary hearing officer to the Board, the Board will render its decision within 10 days, excluding weekends and public and legal holidays, from the date the Board receives notice of the appeal, unless all parties agree to a different date. The decision shall be in writing and a copy shall be provided to the student/parent/guardian, the Principal, and Superintendent.

The Board will discuss the appeal in Executive Session. The parties shall have the right to be represented by legal counsel during the appeal. The Board's review will be based solely on the record and written arguments submitted by the student and the District's Office of Student Discipline if briefs are submitted. The Board shall not hear any oral arguments as part of any appeal, nor shall it consider any evidence that was not presented at the disciplinary hearing. The Board may take any action it deems appropriate. Any party may appeal the Board's decision to the State Board of Education pursuant to O.C.G.A. § 20-2-1160 (b) through (f) and regulations of the Georgia Board of Education governing such appeals. If an appeal to the State Board is requested, a written transcript of the disciplinary hearing will be prepared and submitted to the State Board. The decision of the Board will not be suspended during the State Board appeal period.

STUDENTS WITH DISABILITIES

Nothing in this Code of Conduct shall be construed to infringe on any right provided to students pursuant to the federal Individuals with Disabilities Education Act, Section 504 of the Federal Rehabilitation Act of 1973, or the federal Americans with Disabilities Act of 1990.

If required pursuant to the IDEA or Section 504, an IEP or Section 504 committee shall be convened to determine if the behavior of a student receiving special education services or who has been identified as a student with a disability under the Individuals with Disabilities Act (IDEA) or Section 504 of the Rehabilitation Act, is a manifestation of his/her disability.

Any student who is receiving special education services or has been identified as a student with a disability

under the Individuals with Disabilities Act (IDEA) or Section 504 of the Rehabilitation Act, and whose acts are determined by the disciplinary hearing officer to have violated any of the rules, regulations, or laws as alleged, shall be referred to an IEP or Section 504 committee as appropriate.

If the IEP or Section 504 committee determines that the student's conduct is a manifestation of the student's disability, the discipline ordered by the disciplinary hearing officer will not be carried out, or the disciplinary hearing may be rescinded altogether.

If the IEP committee determines that the student's conduct is not a manifestation of the student's disability, the IEP Committee shall determine what services the student shall receive during the student's discipline as determined by the disciplinary hearing officer. If the Section 504 committee determines that the student's conduct is not a manifestation of the student's disability, the student's 504 Plan will be implemented at the new location of educational services if the Disciplinary Hearing Officer recommends alternative school placement. The IEP or Section 504 committee shall also have the authority to consider, recommend and implement any changes in the student's IEP or 504 Plan or educational placement. Nothing in this rule shall alter or adversely affect the rights of students with disabilities under applicable federal and state laws.

Behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Part III: Tiered Offenses and Disciplinary Responses:

Tiered Offenses:

The responsibility cycle included in the code of conduct handbook covers discipline for some more commonly known infractions of the student behavior code. However, parents and school administrators should refer to the remainder of the student code of conduct for more information about specific offenses and should contact the system office of student discipline with questions or concerns.

This cycle cannot anticipate all possible misbehaviors. Typical Infractions of student behavior are tiered, and school administrators should consider the tier's range of discipline when making discipline decisions. Unique, serious, or multiple offenses may result in more severe consequences. If a student's behavior is a violation of more than one rule, the student may face more severe or "stacked" discipline to reflect these multiple offenses.

Positive behavior support and discipline management techniques:

Where appropriate, Schools should implement positive behavioral supports, as discussed in this code of conduct, and supportive discipline management techniques designed to improve the learning environment by improving student behavior and discipline. This may include the following and is not limited to:

- **Classroom Interventions (assigned seats, etc.)**
- **Reflective Essay or other Reflective Activity**
- **Written Apology**
- **Role-Playing/Teaching of Expectations and Skills**
- **Participation in a School-Service Project**
- **Confiscation of Devices**
- **Conference w/Student, Caregiver(s), & Staff in Attendance**
- **Mediation**
- **Conference with School Police Officer**
- **Saturday School**
- **Before or After School Detention**
- **Restorative Practices**
- **Administration Change of Class Schedule**
- **Behavior Expectation Contract**
- **Create a plan for Increased Supervision of Student**
- **Revocation of privilege to participate in social/extracurricular activities/ceremonies**
- **Digital Citizenship Activity**
- **School Counselor/Social Worker intervention related to the infraction**
- **Creation or review of a Tier II/Tier III academic/behavior plan**
- **Referral to Counselor/Social Worker/Psychologist for risk protocol**
- **Referral to Stopping Acts of Violence Through Education (SAVTE) *MS & HS students only***
- **Referral to FCS Drug and Alcohol Education program, Choose 180 *MS & HS students only***
- **Modification of FBA/BIP/IEP/504 (if applicable)**
- **Referral to community agency/provider**
- **Lunch Detention**
- **Temporary assignment to another classroom**
- **Time out (Up to a one-half school day)**

AN ADDITIONAL NOTE REGARDING STUDENTS IN PRE-K THROUGH THIRD GRADE

Pursuant to O.C.G.A. 20-2-742: Students in Pre-K through 3rd grade will not be expelled or suspended from school for more than five consecutive or cumulative days during a school year without first receiving a multi-tiered system of supports, such as response to intervention. Multi-tiered system of supports' or 'MTSS' also may include a systemic, continuous-improvement framework in which data based problem-solving and decision making is practiced across all levels of the educational system for supporting students at multiple levels of intervention.

If such a student is receiving or has received a multi-tiered system of supports, the school has met these requirements.

This requirement does not apply if:

- the student possessed a weapon/ dangerous instrument (including Rule 10) or illegal drugs (including Rule 11);
- and/or the student's behavior endangers the physical safety of other students or school personnel.

In addition, if student has an Individualized Education Program (IEP) or a Section 504 plan, prior to assigning any student in Pre-K through 3rd grade out-of-school suspension for more than five consecutive or cumulative days during a school year, the school or program shall also convene an IEP or Section 504 meeting to review appropriate supports being provided as part of such IEP or Section 504 plan.

Title IX and Equal Educational Opportunities for Students

For detailed information regarding Title IX reporting (including reports of sexual harassment), formal complaint procedures, grievance process/procedures, supportive measures, investigation, available relief, appeal rights, or for any other information regarding Title IX, please visit www.fultonschools.org/titleix.

In accordance with the provisions of Title IX of the Educational Amendments of 1972, the Board of Education does not discriminate against students on the basis of gender in the educational programs and activities that it operates. No student shall, on the basis of gender, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, or other educational program or activity operated by this District.

The Board of Education believes that all students should be able to enjoy an educational environment free from all forms of gender discrimination, including sexual harassment. Sexual harassment undermines the integrity of the educational environment. It is a form of sex discrimination prohibited by Title IX. The District is committed to upholding these laws and takes discriminatory behaviors seriously. Therefore, Board policy prohibits even acts of sexual harassment that may not rise to the level of a violation of federal law.

CIVIL RIGHTS CONCERNS:

The Fulton County School District requires full compliance with all federal and state non-discrimination laws, including but not limited to: Title VI and VU of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Equal Pay Act of 1963, Pregnancy Discrimination Act, Age Discrimination Act of 1975 (Age Act), Age Discrimination and Employment Act (ADEA), Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, Boy

Scouts of America Equal Access Act of 2001, and Public Law 101-476, Individuals with Disabilities Education Act (IDEA).

These laws prohibit, and the District forbids, discrimination on the basis of age, race, color, national origin, religion, gender, disability, pregnancy, and veteran status in all Fulton County School District (District) programs and activities. This includes District academic, extracurricular, athletic, and other District programs, as well as on District buses, during field trips, and in District classes or training programs that take place off school grounds. Sexual harassment is a form of sex discrimination prohibited by Title IX. The District is committed to upholding these laws and takes discriminatory behaviors seriously. For detailed information regarding Title IX reporting (including reports of sexual harassment), formal complaint procedures, grievance process/procedures, supportive measures, investigation, available relief, appeal rights, or for any other information regarding Title IX, please visit: www.fultonschools.org/titleix.

The Chief of Human Resources (also referred to as the Chief Talent Officer), handles inquiries or concerns regarding the District's non-discrimination policies. Alternatively, a parent or student may contact his/her principal or Zone Superintendent to share concerns. The Chief of Human Resources/Chief Talent Officers' contact information is:

Chief of Human Resources/Chief Talent Officer
6201 Powers Ferry Road, NW Atlanta, GA 30339
470-254-4585
TTY 1-800-255-0135

Finally, discrimination complaints may also be filed directly with the Equal Employment Opportunity Commission, Sam Nunn Atlanta Federal Center, 100 Alabama Street, SW, Suite 4R30, Atlanta, GA 30303 or the U.S. Department of Education, Atlanta Office for Civil Rights, 61 Forsyth St. S.W., Suite 19T70, Atlanta, GA 30303.

PARENTS' RIGHT TO KNOW

In compliance with the requirements of Every Student Succeeds Act, Fulton County School District informs parents that you may request information regarding the professional qualifications of your student's teacher(s) and/or paraprofessional(s). The following information may be requested:

1. Whether the student's teacher:
 - has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction; and
 - is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and,
 - is teaching in the field of discipline of the certification of the teacher.
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

If you wish to request information concerning your child's teacher's or paraprofessional's qualifications, please contact your child's principal or the district's Human Resources at 470-254-0370.

A NOTE FOR PARENTS REGARDING TECHNOLOGY USE

Cell Phone/Smart Phone Use

Please review the cell phone use policy contained in Rule I.18e and Rule II.20a of the Student Code

of Conduct, Operating Guideline JD. While cell phones can be an important communication and safety device for families, their use during the school day may be prohibited and can be quite disruptive.

Cell phones/smart phones containing evidence of potential criminal activity, including types of pornography, may be permanently confiscated, and provided to law enforcement. Students who use cell phones or visual recording devices to participate in inappropriate behavior or film inappropriate activity at school or to violate someone's privacy may also be charged with a violation of the Student Code of Conduct. (See, e.g., Rule II.1b, III.18d, III.18h and II.22a) Behaviors that could result in disciplinary action include but are not limited to: sending or showing an inappropriate picture/video to another (other than a staff member); sending or showing a picture/video of a student's misconduct to another (other than a staff member); or knowingly viewing an inappropriate picture/video on another's device. Students charged with violating the Student Code of Conduct, may have the device confiscated by the school administrator or designee and may be prohibited from bringing personal electronic devices to school for a specified time period. The school is not responsible for electronic devices on school property or at school sponsored events.

Harassment and Inappropriate Technology Use

Parents should have a serious conversation with their students about the harmful effects of sending out inappropriate videos, pictures, or information, or using technology to harass or threaten someone. Students should also be told about the serious emotional, educational, and criminal impacts that harassing, bullying, or threatening another, or sending or viewing sexually explicit information, may have. Georgia law and the Student Code of Conduct permit serious penalties for students who engage in these behaviors. For instance, these behaviors can result in expulsion, criminal charges for terroristic threats or child pornography.

Additionally, behaviors that implicate Title IX regulations (as implemented) will be managed as discussed in www.fultonschools.org/titleix.

Social Networking Web Sites

Social networking websites and applications such as Twitter, Instagram, Tik Tok, Snapchat or Facebook, s can become a hurtful or dangerous place for students if left unsupervised.

Students are sharing information or acting upon negative information that they have posted or read. This creates disruptions to student relationships and the learning environment. Please talk with your child about the importance of never posting or sharing something mean, hurtful, profane, or obscene online or through other technology.

Recommendations

Open communication and being able to access and review the content of your child's social media accounts, internet use, and cell phone use is a step in the right direction for student safety. Remember that students sometimes share personal information that jeopardizes their safety such as: suggestive photos, substance use, weapons, personal cell numbers, personal diary or blog, or current location

Online predators may use this information to search for potential victims. These predators may also pose as teenagers or young adults in order to establish relationships with young people.

Your support in keeping our students safe is greatly appreciated! Please contact your school administration with any questions or concerns.

District Issued Device Fines

If your school issues devices (tablets, laptops, computers accessories) to students, fines will apply for lost, stolen, damaged, or destroyed items.

Failure to Return a Device or Accessories:

A student who fails to return a device or any accessories or peripherals will be responsible for the full replacement cost of the item that was not returned.

Please note that, while you may purchase insurance for your device or your homeowner's insurance may cover the device, the District will not be responsible for communicating with your insurance provider.

You remain solely responsible for paying fees directly to the District.

POLICY IEBGA- RESPONSIBLE USE OF ENTERPRISE NETWORK

The Fulton County District's Responsible Use Policy is designed to prevent unauthorized access and other unlawful activities by staff and students, to prevent unauthorized disclosures of or access to sensitive information, and to comply with the Children's Internet Protection Act (CIPA) of 2000, and the Family Education Rights and Privacy Act (FERPA) of 1974 while using the district's Enterprise Network.

The District maintains an Enterprise Network (EN) that includes all District-provided electronic devices, software, data, communications services, storage media, and access to internal and external networks (Internet). Access to the EN is the property of the District and shall be used solely in support of the District's instructional and administrative programs. Use of this property is a privilege that may be discontinued at any time. The existing EN is exclusively intended for employees, students, and guests using FCS-IT approved EN resources.

All use of the EN should be consistent with the District's goal to promote educational excellence. The EN should be used only in a responsible, ethical, and lawful manner in ways that contribute to communication, collaboration, creativity, and critical thinking. Any unauthorized use of the EN or any failure to comply with the local and District-wide provisions relating to use of the EN will be grounds for disciplinary and/or legal action.

Principals, department heads, and technology personnel shall be responsible for monitoring all use of the EN at their facilities. Student access to the EN shall be under the supervision of a teacher or other appropriate staff member. There is currently no charge for access to the EN when used in accordance with Board policy and procedures.

Internet Safety:

- a. The Superintendent shall, with respect to any computers, portable, mobile, or other electronic devices belonging to the District and having access to the Internet:
 1. Ensure that a qualifying "technology protection measure," as that term is defined in section 1703(b)(1) of the Children's Internet Protection Act of 2000, is installed and in continuous operation; and
 2. Institute, maintain and enforce procedures or guidelines which provide for monitoring the online activities of users and the use of the chosen technology protection measure to prevent access to visual depictions that are (i) obscene, (ii) child pornography, or (iii) "harmful to minors," as that term is defined in section 1721(c) of the Children's Internet

Protection Act of 2000.

3. Ensure that measures are in place to support order FCC 11-125 which requires that a school's Internet safety policy provide for the education of minors about appropriate online behavior, including interacting with other individuals on social networking websites, blogs, wikis, discussion boards and in chat rooms and cyber bullying awareness and response.
- b. The Superintendent shall, with respect to access to the Internet by or through computers, portable, mobile, or other electronic devices belonging to the District, institute, maintain and enforce procedures or guidelines which:
1. provide for monitoring a school's Internet safety policy to ensure it provides for the education of minors about appropriate online behavior, including interacting with other individuals on social networking websites, blogs, wikis, discussion boards and in chat rooms and cyber bullying awareness and response.
 2. record all users' online activities and to access, review, copy, store or delete any electronic communication or files and disclose this information as deemed necessary. Users should have no expectation of privacy regarding their use of District property, networks, and/or Internet access or files; including email. Students/staff using unapproved Virtual Private Network (VPN) filters to bypass FCS content filters, while using enterprise network, will be subject to disciplinary action.
 3. are designed to promote the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
 4. are designed to prevent unauthorized access, including so-called "hacking," impersonations, service disruptions and/or any other unauthorized activities by minors online;
 5. are designed to prevent the unauthorized disclosure, use, and dissemination of personal identification information regarding minors; and
 6. are designed to restrict minors' access to materials "harmful to minors," as that term is defined in section 1721(c) of the Children's Internet Protection Act of 2000.

While this Act specifically references minors, the protections listed above should apply to all users of the school system network.

Responsible Use Agreements for use of Fulton County Schools Enterprise Networks and Computers

Regardless of the access provided, all users of the District's enterprise networks, computers, portable, mobile, and/or other electronic devices must complete Responsible Use Agreement, and the annual Security Awareness Training, prior to use of the District's electronic networks, computers, portable, mobile, and/or other electronic devices each school year. This includes, but is not limited to teachers, administrators, paraprofessionals, clerical staff, maintenance and facilities staff, technology staff, vendors, students, parents and volunteers.

Operating Guideline IEBGA

I. Responsible Use Agreement for Employees, Contractors, Volunteers, and Students.

The following document outlines guidelines for the use of computing systems and facilities located at or operated by the District. The definition of District information and data resources will include any computer, server, network, portable, mobile, cloud resources, or other electronic device provided by the District, or access provided or supported by the District, including the Internet. Use of the computer facilities includes the use of data/programs stored on District computing systems, data/programs stored on magnetic tape, CD-ROMs, DVD-ROMs, computer peripherals, or other digital storage media, that is owned

and maintained by the District. The "user" of the system is the person requesting an account (or accounts) in order to perform work in support of the District programs or a project authorized for the District. The purpose of these guidelines is to ensure that all District technology users share the District technology resources in an effective, efficient, ethical, and lawful manner. Employees who violate the Responsible Use Agreement could be subject to disciplinary action, up to and including termination. Students who violate the Responsible Use Agreement could be subject to any appropriate disciplinary action.

II. Accessing the Enterprise Network and Instructional Resources

The Board recognizes that the District Enterprise Networks (EN) provide access to a wide variety of instructional resources in an effort to enhance educational opportunities. Use of Enterprise resources must be in support of, and consistent with the vision, mission, and goals established by the Fulton County Board of Education and for the purpose of instructional support or administrative functions. All users of the district enterprise network and/or other informational services must maintain strict compliance with all applicable ethical and legal rules and regulations regarding access.

The District encourages the use of the Internet, hardware, and software tools to support teaching and learning. It is the responsibility of each teacher to verify that the resources he/she chooses, outside of the FCS Marketplace, are curriculum related and aligned with the mission and vision of the District.

See Board Policy IJND: Video Usage

III. Harmful and Offensive Material

The District recognizes its inability to control all information available via the Internet due to the world-wide access to the Internet that exists. Some of the information that can be accessed via the Internet may be inaccurate, defamatory, obscene, profane, sexually explicit, threatening, racially offensive, or otherwise objectionable. The District strongly encourages parents to discuss the appropriate access of information and materials with their students. Students who violate the Student Code of Conduct in relation to access and/or distribution of harmful or offensive materials may be subject to disciplinary action.

The Children's Internet Protection Act and Family Education Rights and Privacy Act

The Fulton County Board of Education supports and complies with requirements outlined in the Children's Internet Protection Act and the Family Education Rights and Privacy Act

IV. Children's Internet Protection Act and Family Education Rights and Privacy Act

In compliance with the Children's Internet Protection Act (CIPA), the Fulton County School District is required to adopt and implement an Internet safety policy addressing: (a) access by minors to inappropriate matter on the Internet; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access, including "hacking," and other unlawful activities by minors online; (d) unauthorized disclosure, use, and dissemination of personal information regarding minors; and (e) measures restricting minors' access to materials harmful to them.

This Responsible Use Agreement, with Policy IFBGA and other District policies, procedures, and operating guidelines, complies and will continue to comply with CIPA as outlined below. References to this Responsible Use Agreement and other District policies, procedures, and operating guidelines are merely illustrative and not exhaustive.

1. In accordance with Children's Internet Protection Act ("CIPA"), the Fulton County School District blocks or filters content over the Internet that the Fulton County School District considers inappropriate for minors via a technology protection measure. This includes pornography, obscene material, and other material that may be harmful to minors. The Fulton County School District may also block, or filter other content deemed to be inappropriate, lacking educational or work-related content or that pose a threat to the network. The Fulton County School District may, in its discretion, disable such filtering for certain adult users for bona-fide research or other lawful educational or business purposes. [See, e.g., Section V. Content Filtering; Section XII. Monitoring the Enterprise Network, E-mail, and Internet Usage].
2. The Fulton County School District educates students and minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. [See, e.g., Policy JD Student Discipline/Code of Conduct; Operating Guideline JD Student Discipline/Code of Conduct; Section X. Use of the Internet and Electronic Mail (E-Mail)].
3. Users, including minors, may not access inappropriate material in violation of the District's policies, procedures, or guidelines. [See, e.g., Policy JD Student Discipline/Code of Conduct; Operating Guideline JD Student Discipline/Code of Conduct; Section X. Use of the Internet and Electronic Mail (E-Mail)].
4. The District will work to protect the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications. [See, e.g., Section VIII. Public Posting Areas; Section IX. Real-time Interactive Communications Areas; Section X. Use of the Internet and Electronic Mail (E-Mail); Section XII. Monitoring the Enterprise Network, E-mail, and Internet Usage].
5. The District will work to prevent the unauthorized access, including "hacking" and other unlawful activities by minors online. [See, e.g., Policy JD Student Discipline/Code of Conduct; Operating Guideline JD Student Discipline/Code of Conduct; Section VII. Copyright Considerations; Section X. Use of the Internet and Electronic Mail (E-Mail); Section XV. Vandalism].
6. The District will work to prevent the unauthorized disclosure, use, and dissemination of personally identifiable information regarding minors. The Family Educational Rights and Privacy Act ("FERPA") is a federal law that protects the privacy of education records. Under FERPA guidelines, parents or eligible employees have the right to inspect and review the students' education records maintained by the school or district. (See, e.g., Policy EBC Data Access and Security for Sensitive Information; Policy JR Student Records).

V. Content Filtering

The District maintains an Internet filtering system that includes filtering categories. The Information Technology Department maintains a published list of internet filtering settings by category that have deemed appropriate based on a review by a committee of District staff.

Teachers are expected to monitor usage of technology in the classroom. All Internet-based activities should be conducted using the District network to allow for filtered access that is appropriate for student use.

Local schools have the option to request a site be unblocked if it has been determined to be free of visual depictions that are: (i) obscene, (ii) child pornography, or (iii) "harmful to minors, and the site

is to be used for instructional purposes.

Users shall not use any website, application, or methods to bypass filtering of the network or perform any other unlawful activities. Examples include unapproved third-party VPNs and Proxys, used to bypass content filters.

VI. Enterprise Network Access

The existing Enterprise Network EN is exclusively intended for employees and students using District approved and/or issued devices, tools, and/or applications. It is acceptable to provide guests with temporary guest login accounts for personal computers, tablets, and mobile devices used onsite by FCS stakeholders such as visitors, vendors, parent liaisons, volunteers, etc. Contact your School Technology Specialist or the IT Help Desk for assistance with guest login credentials.

VII. Copyright Considerations

Many written materials are the personal property of the author or other persons. Copyright laws protect these ownership interests. It is not always possible, particularly in the midst of classroom activity, to know whether a particular material is protected by copyright laws and, if so, whether a particular use is permitted as "fair use." Therefore, students and employees should assume that any material they access on the District Enterprise Network (EN) is the property of another and that use of the material is restricted by copyright laws, unless there is definitive evidence to the contrary.

Material downloaded from the District Enterprise Network (EN) should not be distributed to others unless such permission is obtained from the owner of the copyright or his/her authorized representative. Users shall not upload computer programs or software of any kind onto the District Enterprise Network (EN) unless they obtain permission in advance from authorized school personnel. The District accepts no responsibility for violation of copyright laws by employees, students, or other users.

VIII. Public Posting Areas

Messages can be posted on the Internet from computer systems around the world. The District has no control over the content of messages posted from external systems. District staff will determine which discussion boards, blogs, wikis, and groups are most beneficial to the educational mission of the District. Use of external content not approved by District staff is prohibited. Messages posted locally may be removed by school personnel if they are in violation of Board policy, procedures, or school rules. Misuse of discussion boards or groups may result in termination of the user's access and/or other disciplinary measures.

IX. Real-time Interactive Communications Areas

Students, employees, and other users are expected to use the real-time conference and communication features of the District Enterprise Network (EN) for educational or work-related communications only.

Users must abide by any restrictions posted on the District Enterprise Network (EN) regarding interactive communications.

X. Use of the Internet and Electronic Mail (E-Mail)

Users will comply with all Federal and State laws, and all District policies when accessing their account. This includes, but is not limited to:

1. User accounts may not be used for illegal or unlawful purposes, including, but not

limited to, copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, cyberbullying, forgery, impersonation, illegal gambling, soliciting for illegal pyramid schemes, unauthorized access to the systems, data, or network of the District or a third party (including "hacking"), and/or service disruptions (e.g. spreading computer viruses and/or denying services).

2. User accounts may not be used in any way that violates District policies, procedures, or operating guidelines. Users engaging in online behavior that is not consistent with the mission of the District, that misrepresent the District, or that violates any District policy is prohibited.
3. The District prohibits use of the Enterprise network for mass unsolicited mailings, access for non- employees to District resources or enterprise network facilities, competitive commercial activity unless pre-approved by Fulton County Schools, and/or the dissemination of chain letters.
4. Individuals may not view, copy, alter, or destroy data, software, documentation, or data communications belonging to the District or another individual without authorized permission.
5. In the interest of maintaining network performance, users should refrain from sending unreasonably large e-mail attachments.
6. Accessing wireless "hotspots" with District technology at public and/or unsecure locations should be avoided to prevent the breach of confidential data and information.

Transmission and storage of PII & FERPA-protected

It is the responsibility of all District employees and contractors to protect sensitive data, and personally identifiable information (PII) in a professional manner. District employees and contractors will not be granted access to sensitive information that is not authorized based upon a job-related need to know or for a job-related legitimate educational purpose. This includes accessing data on district devices as well as devices containing district data owned or rented by employees and contractors. Sensitive information includes, but is not limited to:

- Student or parents name, address, telephone number, and social security number
- Student ID, grade, attendance, medical, or transcript information
- Student or parent financial aid or similar financial information
- Race/Ethnicity, birth date, age
- Employee name, address, telephone number
- Employee payroll and benefits information
- Any information which by itself or if combined with other information would allow a person to be able to discretely identify an individual

For transmission and storage of PII & FERPA-protected information refer to appropriate sections of Policy EBC.

XII. Monitoring the Enterprise Network, E-mail, and Internet Usage

Use of the Enterprise Network (EN) is limited to the support of the District's educational mission. Therefore, information transmitted or received over the District's EN (including E-mail) should not be considered "personal" or "private." Messages may be opened and read by the school principal, department head or other appropriate personnel without the consent of the sender or intended recipient. Local, state and/or federal officials may also obtain access to electronic communications

in connection with investigations or other purposes. In addition, messages sent over the EN may be subject to disclosure under the Open Records Act.

Therefore, use of the EN for transmitting confidential student or personnel information should be avoided. In addition, an employee found to have used this medium for purposes contrary to this procedure may have privileges terminated and may be subject to disciplinary action pursuant to Board policies, procedures, and/or operating guidelines.

XIII. Cellular Communications, Telephone, Computers, Laptops, & Tablets and Other Charges

Use of the EN in the manner permitted by the District should not generate any additional costs or charges to the District. Therefore, users will not be charged for such use. However, if the EN is used in a manner that is not allowed by the District, the users engaged in such disallowed uses will be required to pay all costs incurred. In addition, misuse of the EN in this manner may result in loss of access or other punitive action up to and including termination of employment.

Portable, mobile, hand-held, or other electronic devices and/or associated accessories for these devices should be used solely to support the vision and mission of the Fulton County School District. The district will offer a list of supported phones and will update the list as new technology emerges. The district will not fund or provide technical support for unapproved devices.

Usage of district-issued electronic devices will comply with all Federal and State laws, and all District policies, procedures, and operating guidelines. This includes, but is not limited to, the following:

- Devices may not be used for illegal or unlawful purposes, including, but not limited to, obscenity, libel, slander, fraud, defamation, harassment, intimidation, impersonation, illegal gambling, or soliciting for illegal pyramid schemes.
- Devices may not be used in any way that violates District policies, procedures, or operating guidelines. Use of a device in a manner that is not consistent with the mission of the District or that misrepresents the District is prohibited.

Information transmitted or received over District-issued portable, mobile, hand-held, or other electronic devices should not be considered "personal" or "private." Local, state, or federal officials may obtain access to records of calls or texts placed via District-issued electronic devices in connection with investigations or other purposes. These records may also be subject to disclosure under the Open Records Act.

Use of District-issued devices in the manner permitted by the District should not generate additional costs or charges to the district. Therefore, users will not be charged for such use. However, if the District-issued electronic devices are used in a manner that is not permitted, the users engaged in such disallowed uses will be required to pay all costs incurred.

Misuse of District-issued electronic devices may result in a loss of access privileges and/or other disciplinary measures. Users who are issued a device are expected to exercise reasonable caution in conducting business related communications i.e., when in public, when driving, etc. Hands free devices should be used when driving. Texting while driving is strictly prohibited per O.C.G.A. § 40-6-241.2.

Electronic devices that are issued to employees are the responsibility of that employee. Electronic devices that are damaged under normal wear and tear by employees will be replaced at no cost. Employee devices that are otherwise damaged will be replaced at the contract rate afforded the district by our contract with the approved vendor. Employee's may be required to cover some or all the expense. In the event that an employee resigns or is terminated, the impacted employee must surrender the equipment immediately upon request. If the employee is unable to present the equipment in good working order, the district shall expect the employee to reimburse the District for the cost of a replacement device.

The District will receive and pay one master bill for all authorized employee cellular expenses. The Accounting Department will then cost allocate based on approved allocations to each individual school or departmental account.

XIV. User Identification Information

The District may occasionally require new or updated information from users. Users must provide all such information as requested. Users also must notify the administration of any changes in user identification information (address, phone, name, school enrollment, etc.).

Use of passwords to protect information: FCS Enterprise Network

Access: Passwords provide an important means of protecting EN access and preventing unauthorized access to data. Therefore, sharing your passwords, attempting to logon the EN using another person's password, falsely posing as a District administrator, or engaging in other security violations will be grounds for termination of privileges and other disciplinary measures. Users should immediately notify an administrator if their password is *lost* or stolen or if they believe that someone has obtained unauthorized access to their account password.

The following requirements will apply to all passwords used for computer logon, email access, employee portal, and all single sign-on applications that utilize the same password. District password guidelines apply to all staff, students, contracted employees, charter school staff and/or anyone using a user account provided by the district.

1. Passwords expire and must be changed every 60 days. You will be prompted when you log

on to make this change.

2. Passwords are a minimum of eight (8) characters long.
3. New passwords cannot match any of the previous twelve (12) passwords used.
4. Passwords cannot contain part of the user's name or login name.
5. Passwords must meet all the following complexity requirements:
 - Contain at least one uppercase letter (A through Z)
 - Contain at least one lowercase letter (a through z)
 - Contain at least one number or one special character (for example: 0 through 9 or \$, #, %,.)
 - Contain at least one special character (for example: \$, #, %,.)
6. A user account will lock after five (5) consecutive invalid login attempts and will remain locked for 17 minutes. The account will automatically unlock after 17 minutes and allow login attempts to the account again.

The following guidelines will help you create and maintain passwords that are not easily compromised.

- Do not use birthdates or any other numeric sequence that can be easily associated with you.
- Do not use names of family members, friends, pets, hobbies, etc.
- Do not use the same password repeatedly by changing the last digit or number of the password.
- Never share passwords with anyone. Do not reply to an email asking for passwords or any other personal information such as bank accounts. Do not provide passwords or personal information to a telephone caller who may claim to be "tech support".
- Change your password immediately if you suspect it has been compromised or if someone has obtained your password. If you suspect someone has accessed your account, or if you suspect any type of security breach, contact the help desk immediately.
- Be careful about where passwords are saved automatically on devices or websites. Some dialog boxes, such as those for remote access or logon, allow you to save or remember a password. password. Selecting this option poses a potential security threat if someone were to gain unauthorized access to your device.

Students are required to change their passwords periodically.

Logins and passwords for applications on the network will be handled according to individual program setup. Although the application may not require password change, the above password change policy should remain in effect.

XV. Vandalism

Computer vandalism is prohibited and may result in disciplinary actions. Prohibited conduct includes creating computer viruses, service disruptions, harming or attempting to harm or destroy the District's hardware, software, or data; harming or attempting to harm the data of another user, the EN or any of the agencies or other networks that are connected to the District E; and harming or attempting to harm the hardware, software, or data of a third party. Abuse of a computer system may also subject the abuser to criminal penalties.

XVI. Reporting Loss/Theft of Equipment or Data

Fulton County School employees and contractors who possess FCS owned laptop computers and Mobile Devices are expected to secure them whenever they are left unattended, and it is the

employee or contractor responsibility to protect the device and data during domestic and international travel. In the event an PCS-owned or managed laptop computer or Mobile Device is lost or stolen, the theft or loss must be reported immediately to the Service Desk and Fulton County Schools Police.

See Board Policy JS: Student Fines, Fees and Charges

XVII. Termination of Privileges

An employee's access to, and use of, the EN will be discontinued when his/her employment is suspended or terminated either voluntarily or involuntarily. An employee who disagrees with a decision to suspend or terminate access to the EN may file a complaint under the appropriate employee complaint procedure.

A student's access to, and use of, the EN will be discontinued when the student graduates from high school, withdraws from the District, or is expelled by the District. A student whose access to the EN has been suspended or terminated may request, in writing, a review of the decision by the Superintendent or his/her designee. Whenever possible, a final determination shall be sent to the student in writing within ten working days of receipt of the request for a review.

Failure to follow these guidelines can violate the Official Code of Georgia, O.C.G.A. §, Codes 16-9-90, 16-9-91, 16-9-92, and 16-9-93, as well as United States Public Law 106-554, known as the Children's Internet Protection Act. Such actions can also lead to disciplinary actions, up to and including termination of employment or contract with FCS and criminal prosecution. The Federal Educational Rights and Privacy Act (FERPA) applies to all teachers, employees, and school officials that have access to student data.

At no time should student identifying information be broadcast or disclosed in communications sent outside the District enterprise network without parental permission for such activities. Teachers should closely monitor classroom activities where students are communicating outside of the District. Regardless of the activity type, student privacy should never be compromised.

District technology use is subject to auditing for legitimate purposes, as well as live monitoring where appropriate.

The following notice will appear on the computer screen and require **"OK"** for logon to District Enterprise Network:

This computer is the property of the Fulton County Board of Education and is for authorized use only. The use of this computer is governed by the Responsible Use Agreement. Using this computer constitutes your acceptance of this agreement and willingness to adhere to all the guidelines contained within it. Users of this computer system (authorized or unauthorized) have no explicit or implicit expectation of privacy. Any or all uses of this system and all files on this system may be intercepted, monitored, recorded, copied, audited, inspected, and disclosed to authorized personnel and law enforcement. By using this system, the user consents to such interception, monitoring, recording, copying, auditing, inspection, and disclosure at the discretion of authorized personnel.

Failure to comply with the Responsible Acceptable Use Agreement and all applicable laws will result in disciplinary actions, up to and including termination of employment, and criminal prosecution.

Notice of Rights of Students and Parents Under Section 504

Section 504 of the Rehabilitation Act of 1973, commonly referred to as "Section 504," is a nondiscrimination statute enacted by the United States Congress. The purpose of Section 504 is to prohibit discrimination and to assure that disabled students have educational opportunities and benefits equal to those provided to non-disabled students. For more information regarding Section 504, or if you have questions or need additional assistance, please contact Fulton County School District's Section 504 Coordinator at the following address:

Administrative Center - Attn: 504 Program Administrator - 6201 Powers Ferry Road, NW Atlanta, GA, 30339 - Phone: (470) 254-0446

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. 34 CFR 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

1. **Overview:** Any student or parent or guardian ("grievant") may request an impartial hearing due to Fulton County School District's actions or inactions regarding your 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 District's Section 504 Coordinator. The District's 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:

- The name of the student.
- The address of the residence of the student.
- The name of the school the student is attending.
- The decision that is the subject of the hearing.
- The requested reasons for review.
- The proposed remedy sought by the grievant.
- 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.

2. **Mediation:** The District may offer mediation to resolve the issues detailed by the grievant in his or her Request for Hearing. Mediation is voluntary and both the grievant and District must agree to participate. 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.

3. Hearing Procedures:

- I. 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.
- II. 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.
- III. The grievant will have an opportunity to examine the child's educational records prior to the hearing.
- IV. 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.
- V. 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 recipient 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.
- VI. 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.
- VII. The impartial review official shall determine the weight to be given any evidence based on its reliability and probative value.
- VIII. The hearing shall be closed to the public.
- IX. The issues of the hearing will be limited to those raised in the written or oral request for the hearing.

- X. 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.
 - XI. Testimony shall be recorded by court reporting or audio recording at the expense of the recipient. All documentation related to the hearing shall be retained by the recipient.
 - XII. Unless otherwise required by law, the impartial review official shall uphold the action of District unless the grievant can prove that a preponderance of the evidence supports his or her claim.
 - XIII. 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.
4. **Decision:** The impartial review official shall issue a written determination within 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.
 5. **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.

POLICY JGEA-RESTRAINT OF STUDENTS

Definitions:

"Chemical Restraint" means any medication that is used to control behavior or restrict the student's freedom of movement that is not a prescribed treatment for the student's medical or psychiatric condition. **(Use of chemical restraint is prohibited in all District schools.)**

"**Mechanical Restraint**" means the use of any device or material attached to or adjacent to a student's body that is intended to restrict the normal freedom of movement, and which cannot be easily removed by the student. The term does not include an adaptive or protective device recommended by a physician or therapist when used as recommended by the physician or therapist to promote normative body positioning and physical functioning, and/or to prevent self-injurious behavior. The term also does not include seatbelts and other safety equipment when used to secure students during transportation. **(Use of mechanical restraint is prohibited in all District schools.)**

"**Physical Restraint**" means direct physical contact from an adult that prevents or significantly restricts a student's movement. The term "physical restraint" does not include prone restraint, mechanical restraint, chemical restraint, or seclusion. Additionally, 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.

"**Prone restraint**" means a specific type of restraint in which a student is intentionally placed face down on the floor or another surface, and physical pressure is applied to the student's body to keep the student in the prone position. **(Use of prone restraint is prohibited in all District schools.)**

"**Seclusion**" - is a procedure that isolates and confines the student in a separate area until he or she is no longer an immediate danger to himself/herself or others. The seclusion occurs in a specifically constructed or designated room or space that is physically isolated from common areas and from which the student is physically prevented from leaving. Seclusion may also be referred to as

monitored seclusion, seclusion timeout, or isolated timeout. 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, 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), in-school suspension, detention, or a student-requested break in a different location in the room or in a separate room. (Use of seclusion is prohibited in all District schools).

Use of Physical Restraint in District Schools:

1. Physical restraint may be used in District schools only in situations in which the student is an immediate danger to himself/herself or others i.e., actively hurting themselves or others, or is in immediate danger of hurting themselves or others and the student is not responsive to less intensive behavioral interventions including verbal directives or other de-escalation techniques.
2. Physical restraint is prohibited in District schools as a form of discipline or punishment; when the student cannot be safely restrained; or when the use of intervention would be contraindicated due to the student's psychiatric, medical, or physical conditions as described in the student's education records.
3. All physical restraint must be immediately terminated when the student is no longer an immediate danger to himself/herself or others or if the student is observed to be in severe distress.
4. Whenever possible, all physical restraints should be observed and monitored by another adult to ensure student and staff safety.
5. Whenever possible, only faculty and staff trained in the use of physical restraint will physically restrain students. In situations when a trained staff member is not present, but a student must be physically restrained in accordance with this Policy, the student may be restrained. In such situations, individuals present should be directed to summon trained staff and/or seek assistance as quickly as possible.
6. Each school may designate a Crisis Response Team to safely manage students in crisis - the team may consist of administrator(s); counselor(s); social workers; staff experienced (or trained) in de-escalation, communication, and/or some form of restraint.

Training on Use of Physical Restraint:

1. The Superintendent and/or designee shall make available appropriate training to District faculty and staff on the appropriate use of physical restraint. This training will be provided as part of a program which addresses a full continuum of positive behavioral intervention strategies, as well as prevention and de-escalation techniques.
2. The Superintendent and/or designee will identify for training those staff members working in schools/programs in which staff historically has been called upon to physically restrain students, or others as deemed appropriate based on their employment positions.
3. The District will maintain written and/or electronic documentation on training provided and the list of participants in each training. Records of such training will be made available to the State Department of Education or any member of the public upon request.

Documentation of Physical Restraint:

1. The use of physical restraint will be documented by staff or faculty participating in or supervising the restraint for each student in each instance in which the student is restrained. Staff and faculty should use the District's Restraint Incident Report Form (or equivalent) to document the use of physical restraint.
2. Each school shall maintain a copy of the completed Restraint Incident Report Form (or equivalent), as well as any other summary reports, in accordance with the requirements of the State Department of Education and existing record retention schedules.
3. Staff and faculty should electronically report student restraint in the District's Student Information System.

Parental Notification:

1. Parents shall be informed within one (1) school day when a physical restraint is used and shall be provided a copy of the completed Restraint Incident Report Form (or equivalent) at that time. Parents and the District may mutually agree that notification may be provided via electronic mail.
2. The District will provide information to parents about the District's policies governing the use of physical restraint by posting this Policy on its website and by including it in its Student Handbook.

Limitations:

1. Nothing in this Policy shall be construed to prohibit a District, school, or program employee from taking appropriate actions to diffuse a student fight or altercation.
2. Nothing in this Policy shall be construed to eliminate or restrict the ability of a District employee to use his or her discretion in the use of physical restraint to protect students or others from imminent harm or bodily injury. Nothing in this Policy shall be construed to impose ministerial duties on any District employee.
3. Nothing in this Policy limits the ability of District staff 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.
4. Nothing in this Policy shall be construed to go beyond or as inconsistent with the requirements of State Board of Education Rule 160-5-1-.35.
5. The use of physical restraint in District schools, as well as this Policy and the Restraint Incident Report Form, shall be reviewed by the District at least annually.

Rights under the Family Educational Rights and Privacy Act (FERPA)

{1} The right to inspect and review the student's education records within 45 days of the day the District receives a request for access.

Parents or eligible students should submit to the school principal a written request that identifies the education records 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 or retrieved.

{2} The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading.

Parents or eligible students may ask the Fulton County School District (District) to amend a record that they believe is inaccurate or misleading. They should write the school principal; clearly identify the part of the record they want changed and specify why it is inaccurate or misleading.

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 can be found in Policy/Procedure **JR**, Student Records, at www.fultonschools.org.

{3} The right to consent to disclosures of personally identifiable information contained 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 Board of Education; a school or District approved volunteer; a person or company that is under the direct control of the District with respect to the use and maintenance of education records and with whom the District has contracted or who volunteers to perform a service or function for which the District would otherwise use employees (such as an attorney, auditor, medical consultant, therapist, insurance adjuster); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or 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 educational records, without consent, to officials of another school in which a student seeks or intends to enroll.

{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 is the Student Privacy Policy Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20212-5920.

{5} The District may disclose appropriately designated "directory information," for educational and legal compliance purposes, to governmental agencies and offices (including the US Armed Forces) to non-profit entities for school or District support purposes, or to educational technology providers as deemed appropriate by the District to access educational services, without written consent, unless you have advised the District to the contrary in accordance with the below District procedures.

The District also may include personally identifiable information in school or District publications such as a playbill showing your student's role in a drama production; the annual yearbook; graduation videos or graduation announcements/celebrations; honor roll or other recognition lists; graduation programs; and sports event publications, such as a football game program.

District teachers, District schools and the District may also display directory information on school, personnel, classroom or District websites, blogs, or social media (such as Face book, Twitter, Instagram or similar) for the purposes of instruction, recognizing student achievement or informing

the community about school, classroom or District activities and events.

Directory information is information that is generally not considered harmful or an invasion of privacy if released. Directory information includes a student's name, address, email addresses, phone number(s), date and place of birth, grade level, dates of attendance and most recent previous school attended, degrees/honors/awards received, photograph/peripheral student images or audio (see information below), participation in school activities and sports, as well as weight and height of members of athletic teams, student ID number, user ID, or other unique personal identifier used to communicate in electronic systems (subject to the District's determination that this information cannot be used to access education records without a PIN, password, etc.--a student's SSN, in whole or in part, cannot be used for this purpose) or similar information.

The District records and maintains audio recordings and video or photographic footage and audio recordings of students on school property and at school events in locations including, but not limited to, parking lots, school buses, lunchrooms, classrooms, and hallways. Such information is used and maintained for security and other purposes, including yearbooks, video yearbooks, and school/District/personnel publications and websites, blogs, or social media. In many cases, recordings contain peripheral video or photographic footage of students engaged in day-to-day activities including, but not limited to, walking to class, and attending to classroom or school activities.

Peripheral video footage, photographic images, or audio recordings of day-to-day student activities do not include footage of a student or students committing, being involved in, or witnessing a violation of law or District or school rule, procedure, or policy. The District may also determine that other activities do not qualify as peripheral images, footage, or recordings on a case-by-case basis.

Parents/Guardians of students under 18 years of age or a student 18 year of age or older objecting to the release of this information should request a form from the Assistant Principal in order to place their objection in writing to the student's Assistant Principal, no later than August 31 of each school year or within ten calendar days of the student's enrollment. Objections must be renewed each school year.

COMPULSORY EDUCATION O.C.G.A. § 20-2-690.1:

Every parent, guardian or other person who has control of any child between the ages of 6 and 16 must enroll and send their child to school. Any parent, guardian or other person having control of a child that has more than 5 unexcused absences*, after being notified by school personnel, will be guilty of a misdemeanor and subject to the following penalties:

- 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 courts
- Each day absent after 5 unexcused absences will constitute a separate offense

* Additional information on unexcused absences and consequences are outlined in the Student of Code of Conduct and the District's website.

NOTIFICATION OF RIGHTS UNDER THE PROTECTION OF PUPIL RIGHTS AMENDMENT (PPRA)

PPRA affords parents certain rights regarding our conduct of surveys, collection, and use of information for marketing purposes, and certain physical exams. These include the right to:

Consent before student's is required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED)

1. Political affiliations or beliefs of the student or student's parent
2. Mental or psychological problems of the student or student's family
3. Sex behavior or attitudes
4. Illegal, anti-social, self-incriminating, or demeaning behavior
5. Critical appraisals of others with whom respondents have close family relationships
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers
7. Religious practices, affiliations, or beliefs of the student or parents
8. Income, other than as required by law to determine program eligibility.

Receive notice and an opportunity to opt a student out of

1. Any other protected information survey, regardless of funding,
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law, and
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise, distribute the information to others.

Inspect, upon request and before administration or use

1. Protected information surveys of students,
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional materials used as part of the educational curriculum

These rights transfer from the parents to a student who is 18 years old or an emancipated minor under State law.

The District maintains policies or procedures, in consultation with parents/guardians, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. These policies/procedures, including Policy and Procedure IJ, are available online at www.fultonschools.org or through your local school.

The District will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. The District will also directly notify (such as through U.S. Mail, e-mail, or hand delivery) parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. The District will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

- Collection, disclosure, or use of personal information for marketing, sales, or other distribution.

- Administration of any protected information survey not funded in whole or in part by ED.
- Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with the Student Privacy Policy Office, Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202-5920.

SURVEY ADMINISTRATION

The District lists all surveys that may be administered to students in Board Policy IJA Surveys. Survey regarding any of the above Protect Information areas will not be administered to any stakeholder group unless the Superintendent or his or her designee provides approval. If approved, written notice and consent are required as part of PPRA.

Fulton County Schools - Career, Technical, and Agricultural Education End of Pathway Assessments Privacy Notice

Fulton County Schools values providing students with authentic learning experiences and instruction through its Career, Technical, and Agricultural Education Pathway curriculum. As part of this endeavor, the Georgia Department of Education and FCS has collaborated to provide students with the opportunity to gain valuable industry credentials before completing high school. This occurs through the student's voluntary and optional completion and passing of the End-of-Pathway Assessment, which may be a national industry certification, national occupational assessment, state licensing assessment, or a state-developed assessment to gauge the student's attainment of critical industry, technical, or career-related skills and knowledge.

These certification exams and assessments are offered primarily for adults by external licensing and accrediting organizations, and they may require the submission and collection of information about the student wishing to gain certification as required by their industries' accrediting procedures. This is a normal component to gaining certification in most industries.

If the student chooses to take the End-of-Pathway Assessment to gain certification, it is with the understanding that the student is voluntarily agreeing to the collection of data necessary to grant the student the certification.

For more information, please visit our website at the below link:
<https://www.fultonschools.org/Domain/225>

CLUBS/ORGANIZATIONS

After reviewing the list of Clubs/Organizations at my student's school (available from the school website or from the school office), I decline permission for my child (under the age of 18) to participate in the following school club(s) which is defined as clubs and organizations that are directly under the sponsorship, direction, and control of the school):

It is the responsibility of the parent to discuss the declination with their student to refrain from participation to ensure compliance. I understand that more information regarding student organizations may be found at the school or in Policies JHC, Student Organizations and JH, Student Activities.

Participation in athletic and extracurricular activities in Fulton County Schools is a privilege. The District offer a wide variety of extracurricular activities such as clubs, teams, award ceremonies, and school social events, such as school dances. Student participating in these

Device User Agreement

2023-2024

Purpose: In order to support learning, Fulton County Schools is providing devices to students. Like a textbook, the device is a resource to support learning.

Students with devices are required to follow the guidelines within this document, as well as all school, classroom, and School District policies and procedures regarding behavior and technology use.

Contact Person: If you have questions or concerns, please contact your school administration.

Receiving the Device: Parents and students must agree to this document. Students must also complete the digital citizenship curriculum that the school requires.

Returning the Device: Devices will be returned to the school at the end of the school year, unless otherwise communicated by the school. The use of devices provided by Fulton County Schools is not transferable to anyone and terminates when a student is no longer enrolled at the issuing school.

Students who transfer, withdraw, are expelled, or terminate enrollment at the school for any reason must return their device on the date of withdrawal/termination. A student who fails to return the device will be subject to paying up to the full replacement cost of the device and any accessories, and may also have grade cards, transcripts, diplomas, or certificates of progress withheld until restitution is made.

Damage and Loss: All district-issued devices are the property of the Fulton County School District. If a device is damaged, lost, or stolen during the time that it is issued to the student, whether intentionally or due to negligence, the student and the student's parent/guardian will be responsible for paying the fines outlined in this document.

Responsible Device Use: All users of District-issued devices must follow the expectations outlined in District Policy and Operating Guidelines *IFBGA: Responsible Use of the Enterprise Network*, *JD: Student Discipline/Student Code of Conduct*, and *JS: Student Fines, Fees, and Charges*. Failure to follow these expectations will lead to applicable student disciplinary consequences. All District policies can be found at www.fultonschools.org.

While off school grounds parents/guardians are solely responsible for monitoring the student's use of the device. Students may not exhibit inappropriate behaviors, or access prohibited materials with the device, at any time, at any location. Students will be subject to disciplinary and/or legal action if they use the device for inappropriate activities, whether on or off school grounds.

Privacy: Nothing done on District-issued devices is private. District staff may, at any point, confiscate and search for the contents of any district-issued electronic device. Devices are enabled with GPS locating systems, and in the case of loss or theft, this system will be activated.

The Fulton County School District recognizes all aspects of the Children's Online Privacy Protection Act (COPPA), the Children's Internet Protection Act (CIPA), and the Family Education Rights and Privacy Act (FERPA).

Fines for Device Damage, Loss, or Theft

If for any reason the device is lost, stolen, or damaged during the time it is issued to the student, whether intentionally or due to negligence, the student and the student's parent/guardian are responsible for the following fines during the school year:

Lost and Damaged Devices Fines:

- Lost/stolen \$250.
- Damaged \$100
- Accessories -Lost or damaged \$30 for each accessory

These fines apply to instances of willful alteration of the device, its operating system, or network functionality either through the download of applications or by other means. Additional disciplinary consequences for this behavior include up to 10 days' out of school suspension if such tampering is determined to be part of a habitual pattern of behavior on the part of the student. Please see sections 18 E – 18F in the Code of Conduct for further discussion.

Theft:

If the device is stolen during the time that it is issued to the student, the student and the student's parent/guardian will be responsible for filing a police report and submitting it to the school administration.

Failure to Return a Device or Accessories upon Withdrawal from the School:

A student who fails to return a device or any accessories without reporting them lost or stolen will be responsible for the full replacement cost of the items that were not returned.

By accepting this handbook, I agree to the terms of the Device User Agreement (DUA).

When the student accepts the device assigned by their school, the student/parent/guardian will be held responsible for this Device User Agreement and fines associated with the use of this device.

If the parent/guardian does not wish for her child to accept a device, the parent/guardian should contact the school's administrative team.

activities represent their school and more importantly, depict its character. Therefore, the School may withdraw the privilege to participate in these activities if students violate the Code of Conduct or state/federal laws.

ATHLETIC INTEREST

The Fulton County School District values student participation in athletics. All sports offered at each school are listed on the District's Athletic webpage at www.fultonschools.org, or you can access each school's individual webpage.

Suggestions or Changes

- If you are a high school student, eighth grade student, parent/guardian, coach, or other interested school personnel that has a specific suggestion or request about
- The addition of a Georgia High School Association (GHSA) sanctioned sport not currently offered at your high school
- Adding an additional level of competition for an existing GHSA sport at your high school (such as a freshman or junior varsity team)
- Getting your high school's assistance in approaching GHSA about adding a sport to its list of sanctioned sports
- You have an idea on a way to increase participation in currently existing GHSA sports teams, then please complete the form that can be accessed on the District's Athletics web page at www.fultonschools.org. Your feedback will be sent to the School District's Athletic Director and the relevant school and may be shared with relevant coaches.

COPPA NOTICE

Our District uses software, application, and online tools to facilitate learning. Before using these tools, we wanted to make you aware of federal regulations that apply to operators of many of these products.

For students to use these tools, certain personal information must be provided to the operator. Under the Children's Online Privacy Protection Act (COPPA), these operators must provide notification and obtain consent before collecting personal information from children under the age of 13. However, schools may act on behalf of the parent and can consent to the collection of students' information on the parent's behalf. For more information on COPPA, please visit <http://www.fie.gov/privacy/coppafaqs.shtm>.

The District is providing you with this notice that our staff will provide consent to allow an account to be created for your child, and to allow information about your child to be shared with certain software, application ("app"), or online providers.

If you would like more information about our District level providers, please visit <https://www.fultonschools.org/digitalcontent>. If you have questions about school-level providers or would like to discuss or ask questions, please contact your school principal.

If you do not wish for the school to provide consent on your behalf, please contact your school principal by email, fax, or letter.

PARENT AND STUDENT RECEIPT ACKNOWLEDGEMENT FORM (MUST BE COMPLETED AND RETURNED TO THE SCHOOL)

We have received the Student Code of Conduct & Discipline Handbook and all included documents and understand that we are responsible for reading and understanding this information. Parents are responsible for ensuring their student(s) understand this information.

We also understand that this Student Code of Conduct & Discipline Handbook contains rules that students are expected to follow, including but not limited to, rules that must be followed at school, on school grounds; off school grounds at a school activity, function or event, going to and from school or other transportation provided by the District, at school bus stops; while in any vehicle used in connection with a school function or activity, or while using the school technology resources.

We also understand that this Student Code of Conduct & Discipline Handbook contains information about possible legal consequences if a child does not attend school as required by Georgia law in § 20-2-690.1. If a child has more than five (5) unexcused absences, parents, guardians, or other persons who have control or charge of a child are subject to fines, imprisonment, community service or any combination of these penalties. Absences that are excused are listed in Policy JBD and may be accessed at www.fultonschools.org and/or at the local school.

We understand that this handbook contains information about opting out of surveys and that if we do not "opt-out" our child from survey participation, he/she could be selected to complete a survey.

We also understand that in addition to school-based discipline of students, student misconduct may be reported to appropriate law enforcement authorities. The District encourages parents/guardians 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.

We understand that all volunteers who work with children in the state of Georgia are required by law to report suspected child abuse as required by Georgia law in O.C.G.A. 19-7-5.

We understand that by accepting this handbook, I agree to the terms of the Device User Agreement (DUA).

We understand that, upon implementation of the Title IX revisions released on May 6, 2021, any discipline incident, or portion of a discipline incident, which involves a Title IX matter or incident will be subject to the Title IX Grievance Procedure as detailed at www.fultonschools.org/titleix.

We understand that each student will be provided one copy of this Student Code of Conduct. Anyone requiring an additional copy should contact their local school administrator or review a copy on the District's website www.fultonschools.org.

If/We have any questions about the enclosed information, I/We will ask a school administrator to discuss those questions. Failure to sign and return this form does not relieve me/us or my/our child(ren) from complying with and understanding the information enclosed in the Student Code of Conduct & Discipline Handbook.

Parent/Guardian Name (Please Print)

Parent/Guardian Signature

Student Name (Please Print)

Student Signature (if over 10 years old)

For district and school information at your fingertips, download the **FCS MOBILE APP!**



Fulton's mobile app is free to download for Apple and Android devices. Go to the app store on your device and search "Fulton County Schools."

The FCS Mobile App Features Include:

- Get instant access to Fulton County Schools news, announcements, and social media feeds
 - Subscribe to your school(s) to also get their news and social media
 - Report safety concerns using the built-in "FCS Tip Line"
- Get inclement weather and school closure notifications pushed directly to your device
 - View the district calendar and ALL of your school calendars in one place
 - View school lunch menus and download meal applications
- Access Infinite Campus, Here Comes the Bus, MyPaymentsPlus, and other district apps
 - View important academic and athletic information
- Access school staff and district contact information AND MORE!

For additional information, contact the
FCS Communications Department at 470-254-6830

FULTON COUNTY SCHOOLS TIP LINE

S.H.A.R.E.

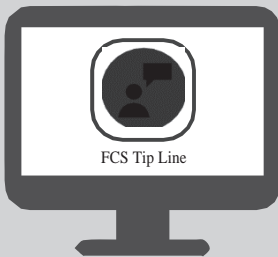
See It, Hear It, And Report It Every Time

Anonymous Reporting Tip Line

If you **SEE** or **HEAR** anything about school threats, weapons, violence, bullying, drugs, self-harm, or have other school safety suspicions or concerns, **REPORT** it **EVERY** time anonymously using the TIP Line.

In case of an emergency, **DIAL** 911 immediately.

HOW TO REPORT A TIP:



Send an Anonymous Tip via the Tip Line icon on Your Desktop.



Scan the Code with your phone to Send an Anonymous Tip.

*F*ulton
County Schools
Where Students Come First

Making a false threat is a crime. Those who make threats or false reports can face serious consequences. We will investigate all tips and threats.

www.fultonschools.org/fcstipline



It is the policy of the Fulton County School District not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program, or any other program, activity, or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity, or service, contact Compliance Coordinator at:

6201 Powers Ferry Road, NW, Atlanta, Georgia 30339, or phone 470-254-4585. TTY 1-800-255-0135.



PROVISION OF SUPPORT SERVICES

Amana Academy utilizes the Fulton County School District requirements surrounding student support services, such as ESOL, speech, and Early Intervention. A description of these services is provided on page 24 of the Amana Academy Parent and Student Handbook, as shown below.

Academic Support Program

Amana Academy's Academic Support Program services students who require extra support in programs such as ESOL, Speech and EIP. The Early Intervention Program (EIP) process begins with thorough academic assessments early in the school year followed by a formal letter sent to the parent, giving Amana the permission to work with a child. This support is provided in lieu of Arabic class time for each grade level. This targeted and helpful support is the best way to ensure all our students are successful in all their academic subjects as well as on the state Georgia Milestone exam in April.

In addition, Amana has a full-time School Counselor who also coordinates 504 Plans and a staff member that coordinates our Multi-tiered System of Supports (MTSS formally called RTI/SST), a proactive and preventative framework that integrates data and instruction to maximize student achievement and support students social, emotional, and behavior needs from a strengths-based perspective. For more information on the MTSS process, please contact Tiffany Everett, teverett@amanaacademy.org.

It is also included in our 2024 contract on page 5, as shown below:

13. State and Federally Mandated Educational Services.

- a. **Students with Disabilities.** The Charter School shall comply with all federal and state special education laws, rules, and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act. Special education teachers must have a bachelor's degree and must either be certified in special education or hold a special education license in Georgia.
- b. **English Learners.** The Charter School shall comply with all applicable federal and state laws, rules, and regulations relating to the provision of educational services to English Learners.
- c. **Remediation.** The Charter School shall provide remediation in required cases pursuant to State Board Rule 160-4-5-.01 and ESEA as Amended, subject to any amendment, waiver, or reauthorization thereof.

HISTORY OF SUPPORT SERVICES AT AMANA ACADEMY

23-24 - 83 students (11%)
22-23 - 69 students (9%)
21-22 - 62 students (8%)
20-21 - 52 students (6%)

CHARTER FOR AMANA ACADEMY

This Charter for **Amana Academy (“Charter School”)** is entered into by and among **Amana Academy, Inc. dba Amana Academy (“Petitioner”)**, the **Fulton County Schools Board of Education (“Local Board”)**, and the **State Board of Education (“State Board”)** (collectively referred to as “the parties”).

WHEREAS, the Petitioner submitted a petition to the Local Board proposing to establish a start-up charter school pursuant to O.C.G.A. § 20-2-2060 *et seq.*, the Charter Schools Act of 1998 (“Charter Schools Act”), and the Local Board approved the petition;

WHEREAS, the State Board finds that the petition complies with the provisions of the Charter Schools Act and the rules, regulations, policies, and procedures promulgated in accordance with O.C.G.A. § 20-2-2063 and further finds that the petition is in the public interest; and

WHEREAS, pursuant to O.C.G.A. § 20-2-2064.1, the State Board grants this Charter to permit Petitioner to operate the Charter School in accordance with the terms and conditions of this Charter.

NOW THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or State Board of Education rules or regulations, or the state accountability system, is amended otherwise.
 - a. **College and Career Ready Performance Index (“CCRPI”):** 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. **Elementary and Secondary Education Act as Amended (“ESEA as Amended”):** The federal education statute, originally passed by the U.S. Congress in 1965, that defines the role of the federal government in public education and authorizes many of the major federal education programs, including Title I. This Act was reauthorized by Congress in 2015 as the Every Student Succeeds Act (“ESSA”).
 - c. **Education Service Provider (“ESP”):** A for-profit or non-profit organization that contracts with new or existing charter schools to provide services, including, but not

CHARTER AMANA ACADEMY

limited to, curriculum design, professional development, student assessments, financial and operational management, facilities management, and human resources management. An ESP may include Education Management Organizations (“EMOs”), Charter Management Organizations (“CMOs”), Education Service Organizations (“ESOs”), and others.

- d. **Georgia Department of Education (“GaDOE” or “Department”)**: The Georgia Department of Education is the state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
 - e. **Georgia Milestones Assessment System (“Georgia Milestones”)**: The Georgia Milestones Assessment System is a state-required assessment system to measure student acquisition of the knowledge and skills set forth in the state standards. Georgia Milestones is a consistent testing program that will be administered across grades three through twelve in the content areas of Reading, English/Language Arts, Mathematics, Science, Social Studies, and Writing.
 - f. **Local Educational Agency (“LEA”)**: A Local Educational Agency is the public authority legally constituted by the state as an administrative agency to provide control of and direction for kindergarten through Grade 12 public education institutions.
 - g. **Material term or provision**: A material term or provision is an important or substantial aspect in this Charter. A change to a material term or provision may alter the rights, obligations, interests, or relations of the parties.
 - h. **State Board of Education (“SBOE” or “State Board”)**: The State Board of Education is the constitutional authority that defines education policy for public K – 12 education agencies in Georgia.
2. **Charter Term**. This Charter is for Petitioner to operate the Charter School for a 5-year term beginning on **July 1, 2024** and expiring on **June 30, 2029**.
 3. **Grade Range and Enrollment**. The Charter School shall serve grades K-8. The Charter School’s total enrollment shall not exceed 862 students during the term of the Charter. If the Charter School seeks to exceed the enrollment of 862 students, it must seek an amendment to this Charter, to be agreed upon by each of the parties to this Charter. Any adjustments to the Charter School’s annual enrollment projections, up to the enrollment cap identified in this Charter, must be formally approved by the Local Board, which agrees to fund any additions above the annual projection for which it approves for the remainder of this Charter.

CHARTER AMANA ACADEMY

4. **Mission Statement.** The mission of the Charter School is “To prepare students for high academic achievement, beyond what they think possible, so they become active contributors to building a better world.”
5. **Essential or Innovative Features.** The Charter School will offer the following essential or innovative features during the Charter term:
 - Harvard-based EL Education model that promotes academic achievement, strong habits of character & scholarship, and high-quality student work.
 - GADOE STEM Certified, implementing Design Thinking to promote critical thinking and real-world problem solving.
 - World Language instruction in grades K-8, including Arabic and French
 - Single gender classrooms in middle grades (where schedules permit)
6. **Maximum Flexibility Allowed by Law.** In exchange for the Charter School’s agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 8 below, the State Board shall grant the maximum flexibility allowed by law to the Charter School. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by a local board of education, the State Board, or the Department. Notwithstanding this maximum flexibility, the Charter School shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 16 below, and any rules, regulations, policies, or procedures established by the State Board or the Department consistent with the Charter Schools Act.
7. **Accreditation.** If the Charter School serves grades 8-12, the Charter School shall maintain accreditation from an approved accrediting agency identified in O.C.G.A. § 20-3-519(6)(A)(i).
8. **Performance-based Goals and Measurable Objectives.** In exchange for the flexibility granted in Section 6 above, the Charter School agrees to meet or exceed the performance-based goals and measurable objectives that are designed to result in the improvement of student achievement as set forth by the State Board and Local Board in Appendix A (Charter Accountability and Consequences), which is incorporated in and attached to this Charter.
9. **Assessment and Accountability.** Notwithstanding Sections 6 and 8 above, the Charter School is subject to all accountability and assessment requirements set forth within Title 20 of the Official Code of Georgia Annotated, including, but not limited to, the accountability provisions of O.C.G.A. §§ 20-14-30 through 41, and any corresponding rules and regulations. The Charter School is further subject to all federal accountability requirements under the ESEA as Amended, subject to any amendment, waiver, or reauthorization thereof.

CHARTER AMANA ACADEMY

10. **Annual Report.** The Charter School shall submit an annual report by November 1 of each year to the Department. The annual report shall comply with all requirements set forth in O.C.G.A. § 20-2-2067.1(c), including, but not limited to, an indication of the Charter School's progress towards the goals and objectives stated in Appendix A below and all state-mandated assessment and accountability scores from the previous year, if available. The Charter School shall post the annual report on the school's website and make copies available to the community.
11. **Open Enrollment and Admissions.** The Charter School shall comply with the open enrollment and admissions provisions set forth in O.C.G.A. § 20-2-2066. Enrollment shall be open to any student in accordance with the following criteria:
 - a. **Attendance Zone.** The attendance zone for the Charter School shall be the Fulton County School System.
 - b. **Application.** To be eligible for enrollment at the Charter School, students residing in the attendance zone must submit a timely application to the Charter School in accordance with the deadline set by the Charter School. The Charter School may use applications only for the purpose of verifying the student's residence within the school's attendance zone and grade level and to obtain information to establish weights in an enrollment lottery, if applicable. The Charter School may not use admissions criteria or applications that would not otherwise be used at a traditional public school, including, but not limited to, requests for letters of recommendation, essays, resumes, or information regarding a student's school or community activities, grades, test scores, attendance record, or disciplinary history. The Charter School may gather other relevant information from students after enrollment is determined.
 - c. **Annual Enrollment.** The Charter School must offer at least one annual enrollment opportunity for each grade level served for which space is available.
 - d. **Random Lottery.** If the number of timely applicants received by the Charter School exceeds the approved enrollment cap or the capacity of a program, class, grade level, or building, the Charter School shall ensure that such applicants have an equal chance of being admitted through a random selection process in accordance with O.C.G.A. § 20-2-2066(a)(1)(A), except for educationally disadvantaged students who may be provided an increased chance of admission through a weighted lottery. The Charter School shall not conduct more than one lottery, per grade, per admissions cycle.

CHARTER AMANA ACADEMY

e. **Statutory Enrollment Priorities.** In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School shall give enrollment priority to the following categories of applicants and in the following priority:

- i. Siblings of currently enrolled students,
- ii. children of Governance Board members, and children of employees eligible under O.C.G.A. § 20-2-2066 (a)(1)(A)

f. **Weighted Lottery.** In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School may utilize a weighted lottery to provide an increased chance of admission to educationally disadvantaged students, as defined by State Board Rule.

12. **Withdrawal without Penalty.** The Charter School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. The Charter School agrees that a student may withdraw without penalty from the Charter School at any time and enroll in another public school in the local school system in which such student resides.

13. State and Federally Mandated Educational Services.

a. **Students with Disabilities.** The Charter School shall comply with all federal and state special education laws, rules, and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act. Special education teachers must have a bachelor's degree and must either be certified in special education or hold a special education license in Georgia.

b. **English Learners.** The Charter School shall comply with all applicable federal and state laws, rules, and regulations relating to the provision of educational services to English Learners.

c. **Remediation.** The Charter School shall provide remediation in required cases pursuant to State Board Rule 160-4-5-.01 and ESEA as Amended, subject to any amendment, waiver, or reauthorization thereof.

14. Governance Structure.

a. **Governing Board.** The Charter School shall utilize an autonomous governing body in the form of a Governing Board, which shall operate in accordance with its bylaws and Appendix B (Locally-Approved Charter School Partners Roles and Responsibilities Chart) of this Charter and which shall be responsible for complying with and carrying

CHARTER AMANA ACADEMY

out the provisions of this Charter, including compliance with all applicable law. Appendix B is incorporated in and attached to this Charter.

- b. **Function.** It shall be the function of the Governing Board to uphold the Charter School's mission and vision, to set policy for the Charter School, to work collaboratively with school officials to ensure the Charter School complies with the performance goals enumerated in Appendix A, to ensure effective organizational planning, and to ensure financial stability of the Charter School.
- c. **Autonomy.** The Governing Board shall exercise substantive control over such areas as policy, personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations, which are listed by way of example and not by limitation.
- d. **Annual Training.** The Governing Board shall receive initial training and annual training thereafter. Pursuant to O.C.G.A § 20-2-2072 and State Board Rule 160-4-9.06, the training shall include, but not be limited to, the best practices on school governance, the constitutional and statutory requirements relating to public records and meetings, and the requirements of applicable statutes and rules and regulations.
- e. **Public Meetings.** The Governing Board and its meetings, including emergency meetings, are subject to and shall comply with the Open and Public Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, and any subsequent amendment thereof. The Governing Board shall conduct regular meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the Charter School.
- f. **Public Records.** The Governing Board is subject to and shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, and any subsequent amendment thereof. The Governing Board shall maintain its adopted policies, budgets, meeting agendas, and minutes, and shall make such documents available for public inspection. The Charter School shall make the minutes of all Governing Board meetings available on its website within ten (10) business days after Governing Board approval and for the duration of the Charter.
- g. **Conflicts of Interest.** The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest. Members of the Governing Board and all individuals employed at the Charter School shall abide by such conflicts of interest policy. Upon request, the Charter School shall provide conflict of interest forms to the Local Board or Department demonstrating that Governing Board members are in compliance with the conflicts of interest policy.

CHARTER AMANA ACADEMY

- h. **Public Status.** Petitioner assures that the Charter School shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia. Petitioner further assures that the Charter School shall not be home based.
- i. **Board Compensation.** Petitioner shall not compensate members of the Charter School's Governing Board in excess of reasonable expenses incurred in connection with actual attendance at board meetings or with performance of duties associated therewith.

15. Fiscal Control.

- a. **Financial Reporting Requirements.** The Charter School shall follow the financial requirements of the Charter Schools Section of the Department's Financial Management for Georgia Local Units of Administration Manual. The Charter School shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.
- b. **Annual Audit.** The Charter School shall have an annual financial audit.
 - i. The financial audit shall be conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit its annual financial audit to the State of Georgia by November 1st each year.
 - ii. A separate audit shall not be required for a school if the Charter School is included in the local school system audit conducted pursuant to O.C.G.A. § 50-6-6, but the Charter School will submit the local school system's audit to the State of Georgia by November 1st each year.
- c. **Base Per-Pupil Funding.** The base per-pupil funding amount is the local school system's good-faith estimate for the Charter term. Based on this estimate, the Local Board shall fund the Charter School at no less than a per-pupil base rate of \$11,184 provided that the amount of revenue received by the local school system is equal to the amount of state and local revenue on which the good faith estimate is based.
- d. **Chief Financial Officer.** The Charter School shall designate a Chief Financial Officer who shall possess the following minimum qualifications:
 - i. A baccalaureate or higher degree in business, accounting, or finance from an accredited college or university and a minimum of four (4) years' experience in a field related to business or finance; or

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- ii. Documented experience of ten (10) or more years in the field of business and financial management.
 - e. **Federal Funding and Monitoring Requirements.** The Charter School shall comply with all federal eligibility and monitoring requirements related to the application for and receipt of federal funds.
 - f. **Insurance.** The Charter School shall obtain adequate insurance coverage and the Charter School shall maintain such coverage throughout the Charter term in accordance with the laws of the State of Georgia. The Charter School shall obtain a Certificate of Insurance which shall name the Local Board and the State Board as additional insureds.
 - g. **Surplus Funds.** Any surplus funds remaining at the close of each fiscal year will be used to enhance the Charter School's academic program. Under no circumstances shall any surplus be distributed to the Charter School's employee(s), Governing Board member(s), or Education Service Provider. Nothing in this section shall be construed to prevent the Charter School from setting aside surplus funds in a reserve account or budgeting and awarding performance bonuses as part of their annual operating expenses.
 - h. **Federal Funding – Proportionate Share and In-Kind Services.** The Local Board shall distribute to the Charter School the proportionate amount of federal funds for which the Charter School is eligible under each federal program. Notwithstanding, the Petitioner and Local Board may enter into a two-party agreement that identifies how some or all of the Charter School's proportionate amount will be satisfied through the provision of in-kind services by the Local Board. The State Board is not a party to the in-kind services agreement. However, in accordance with O.C.G.A. § 20-2-2068.1, a copy of the in-kind services agreement between the Petitioner and Local Board is attached and incorporated as Appendix C (Agreement between Local Board and Charter School regarding the Use of Federal Funds for In-Kind Services).
 - i. **Responsibility for Debts.** The Charter School is solely responsible for all debts incurred by the Charter School and its Governing Board. Except as agreed hereto, the Local Board and the State Board shall not be contractually bound to the Charter School or to any third party with whom the Charter School has a contract or from whom the Charter School has purchased goods or services.
16. **Compliance with Other Laws, Rules, and Regulations.** The Charter School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws, rules, and regulations that may not be waived pursuant to O.C.G.A. § 20-2-2065, including, but not limited to:

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- a. **Civil Rights, Insurance, Health, Safety, and Conflicting Interests.** The Charter School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct.
- b. **Asbestos Remediation.** The Charter School shall comply with the terms of any applicable asbestos remediation plan.
- c. **Unlawful Conduct.** The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.
- d. **Student Conduct and Discipline.** The Charter School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.
- e. **State Board Rules.** The Charter School shall operate in accordance with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 6 above.
- f. **Prohibition on Discrimination.** The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, academic ability, the need for special educational services, or any other characteristic protected by local, state, or federal law.
- g. **Reporting Requirements.** The Charter School shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320, and 20-2-740.
- h. **Tuition.** The Charter School shall not charge tuition or fees to its students, except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.
- i. **Brief Period of Quiet Reflection.** The Charter School shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
- j. **Individual Graduation Plans.** The Charter School shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.
- k. **Family Educational Rights and Privacy Act.** The Charter School is subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. §

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1232g. In the event the Charter School closes, it shall transmit all official student records in the manner prescribed by the State Board or the Department.

- l. **Records Retention.** The Charter School shall be responsible for maintaining and retaining its records, including student records, employee records, and all corporate records related to the Charter School's operations in accordance with Georgia Law, State Board Rule, and this Charter. In the event that the Charter School closes, it shall provide for the maintenance, retrieval, and transmittal of all records in the manner prescribed by the State Board or the Department. Neither the Department nor the State Board shall be required to assume possession of the Charter School records.
- m. **QBE Formula Earnings.** The Charter School acknowledges that criteria used to calculate Quality Basic Education ("QBE") funding may not be waived.
- n. **Early Intervention Programs.** The Charter School shall comply with O.C.G.A. § 20-2-153 related to early intervention programs.

17. Education Service Providers.

- a. If the Charter School does not contract with an Education Service Provider at the time of execution of this Charter but later elects to contract with an Education Service Provider, such decision will require a charter amendment prior to execution of an agreement with an Education Service Provider.
- b. If the Charter School contracts with an Education Service Provider, the Charter School shall submit to the Local Board any proposed changes or amendments to the contract with the Education Service Provider, prior to agreeing to such changes, for the Local Board to determine whether such changes or amendments are material. A material change is a modification that alters the rights, obligations, interests, or relations of the Charter School or Education Service Provider. If the Local Board determines that the proposed changes or amendments are material, the Charter School shall provide notice to the State Board and the Local Board, at least thirty (30) days prior to signing the revised contract, for the State Board and Local Board to determine the impact, if any, on this Charter. The notice shall include a copy of the proposed changes and/or amendments to the contract between the Charter School and the Education Service Provider. If the proposed changes and/or amendments to the contract with the Education Service Provider are not material, then the Charter School does not have to send a copy of the proposed changes to the State Board.

18. **Compliance with the Rules, Practices, Policies, and Procedures of the Department.** The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the State Board and the Department.

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19. **Employment Matters.** Individuals employed at the Charter School shall not be considered employees of the State Board or the Department.

- a. **Background Checks.** The Charter School shall continue to utilize background check procedures and shall ensure that all prospective employees or any individual that will have substantial contact with students undergo a fingerprinting and background check prior to beginning work at the Charter School or having contact with students.
- b. **Teachers' Retirement System.** All qualified teachers at the Charter School shall be members of the Teachers Retirement System of Georgia ("TRS") and subject to its requirements. The Charter School is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements.
- c. **Teacher and Leader Evaluation.** The Charter School shall continue to implement the Teacher Keys Effectiveness System ("TKES") and Leader Keys Effectiveness System ("LKES") in accordance with O.C.G.A. §20-2-210(b)(1) and State Board Rule 160-5-1-1.37. The Charter School shall have at least two individuals credentialed in using TKES. If the most senior Charter School leader must be evaluated using LKES because he or she performs the duties of a principal as defined by State Board Rule 160-5-1-1.37, a member of the Governing Board, who is credentialed in using LKES, shall serve as his or her evaluator.

20. **Record Inspection.** Subject to state and federal laws, the State Board, the Department and their agents, and the State Auditor's office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the Charter School.

21. **Facilities.**

- a. **Approval of Site and/or Facility.** The Charter School shall maintain proper approval for all sites and/or facilities and obtain proper approval for all new sites and/or facilities, prior to commencing any new construction, and prior to student occupation of any new facilities. The Charter School shall contact the Department's Facilities Services Division regarding the following:
 - i. **Site Approval.** The Charter School shall maintain site approval received from the Facilities Services Division and obtain site approval for any new sites. Once new site approval has been granted, the Charter School will be issued an additional site code. The Charter School shall not commit to any certificate of

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lease or ownership, commence any construction, nor allow student occupation prior to site approval of any new sites and/or facilities.

- ii. **Architectural Review.** The Charter School shall submit and have approved by the Facilities Services Division all architectural plans for any new facility that will house any part of the Charter School during the Charter term. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to architectural review of the new facility.
 - iii. **School Code Approval.** After securing both site approval and architectural review approval, a new school code shall be obtained for the new site and/or facility. The Charter School shall contact its local school system's facilities department and make a request for a school code. The Charter School shall properly obtain a school code prior to occupancy of the new site and/or facility.
- b. Prior to opening any new Charter School site and/or facility, and prior to students occupying any new facility, the Charter School shall obtain and submit the following documents to the Department:
- i. **Documentation of Ownership or Lease Agreement.** The Charter School shall obtain documentation of ownership or the lease agreement for the new facility that will house all or part of the Charter School.
 - ii. **Certificate of Occupancy.** The Charter School shall obtain a Certificate of Occupancy for the facility in which all or part of the Charter School shall be located.
 - iii. **Emergency Safety Plan.** The Charter School shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185. This plan shall be submitted to the local emergency management agency and local law enforcement agency for approval.
22. **Transportation.** To the extent the Charter School offers a transportation program for its students, the Charter School shall ensure that the program complies with all applicable laws, rules, and regulations governing transportation of students.
23. **Food Services.** To the extent the Charter School offers a food service program, the Charter School shall ensure that the program complies with all applicable laws, rules, and regulations governing food service for students.

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24. Termination of Charter.

a. **Termination Grounds.** The Charter School may be terminated based on any of the following grounds:

- i. The Charter School's failure to timely implement the interventions set forth or approved by the Department;
- ii. The Charter School's failure to adhere to any material term of this Charter, including, but not limited to, failure to achieve the performance goals set forth in Section 8 above and Appendix A;
- iii. The Charter School's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;
- iv. The Charter School's failure to meet generally accepted standards of fiscal management;
- v. The Charter School's violation of applicable federal law, state law, local law, court orders, rules, or regulations;
- vi. The existence of competent substantial evidence that the continued operation of the Charter School would be contrary to the best interests of the students or the community;
- vii. The Charter School's failure to comply with any provision of the Charter Schools Act;
- viii. The existence of conditions that place the health, safety, or welfare of students or staff of the Charter School in danger;
- ix. The Charter School's failure to disclose material information regarding violations or potential violations of any material term of this Charter or applicable federal, state, or local laws, court orders, rules, or regulations; or
- x. The Local Board's failure to meet the principles and standards of charter school authorizing on the Local Board's annual evaluation for two consecutive years as required by O.C.G.A. § 20-2-2063.3 and the accompanying State Board Rule(s).

b. **Requests for Termination.** The termination of this Charter may be requested by a

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majority of the parents or guardians of the students enrolled in the Charter School, a majority of the faculty and instructional staff employed at the Charter School, the Local Board, or the State Board following the procedures identified in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.

- c. **Breach of Charter.** In the event the Charter School fails to comply with any material provision of this Charter, the Department shall notify the Charter School by (1) certified mail, postage prepaid, return receipt requested, (2) a nationally-recognized overnight courier, or (3) electronic mail with a confirmation copy sent by first class mail to the chairperson of the Governing Board. The nature and outcome of the breach shall be recorded in a memo and placed in the Charter School's file maintained by the Department.
 - d. **Termination Procedures.** The parties acknowledge and agree the procedure for terminating this Charter will follow the procedures outlined in State Board Rule 160-4-9-.06(4)(e).
 - e. **Distribution of Funds and Assets.** In the event the Charter School ceases operation for any reason, the Charter School and its Governing Board will be responsible for concluding the business and affairs of the Charter School and will cooperate with the Local Board and State Board to the extent necessary to provide an orderly return of the students to their local school. Any public surplus remaining at the time the Charter School ceases operation shall be remitted to the Local Board or State Board, whichever is appropriate, within 30 days of ceasing operations. Any furniture and equipment purchased with public funds shall be delivered to the Local Board or State Board, whichever is appropriate, within 30 days of ceasing operations. Neither the Local Board nor the State Board shall be responsible for the Charter School's unpaid debts in the event the Charter School does not have sufficient funds to pay all of its debts at the time it ceases operation. The date by which public surplus funds, furniture, and equipment shall be remitted to the Local Board or State Board under this Section may be extended for a reasonable period of time as determined by the Local Board or State Board; provided that, within thirty (30) days of the Charter School ceasing operation, the Governing Board makes a written request for an extension of time that describes the basis for the request.
25. **Pre-Opening Suspension.** In the event the Charter School fails to comply with any material provision set forth in this Charter that requires compliance prior to the opening of any new site and/or facility for the Charter School, the opening may be suspended until a time after all requirements have been fulfilled by the Charter School as determined by the Local Board and Department. Suspension will prohibit the extension of the Charter term set forth above in Section 2.

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26. **Renewal, Non-Renewal, and Probationary Term.**

- a. **Renewal.** The Charter may be renewed by agreement of the parties following the procedures set forth in the Charter Schools Act and accompanying State Board Rule.
- b. **Non-Renewal.** Any grounds for termination stated in Section 24(a) above also may be grounds for non-renewal. In addition, the State Board or Local Board may elect not to renew the Charter if the petition for renewal does not comply with the Charter Schools Act and the rules, regulations, policies, and procedures promulgated in accordance with the Charter Schools Act or if the State Board or Local Board deem that the Charter School has not sufficiently increased student achievement or is no longer in the public interest.
- c. **Probationary Term.** In the event the Charter School fails to comply with any provision of this Charter, the Local Board may elect to grant a renewal for a probationary term, pending approval by the State Board, within which term the Charter School must come into compliance satisfactory to the State Board and Local Board.

27. **Temporary Extension.** At the discretion of the Local Board and State Board, the Charter may be extended for a grace period not exceeding sixty (60) days. A temporary extension must be in writing and mutually agreed upon by the parties to this Charter.

28. **Amendments to the Charter.** Any term of this Charter may be amended in writing upon the approval of the Local Board, the State Board, and a majority of the Governing Board of the Charter School. Any proposed amendment shall be made in accordance with State Board Rule 160-4-9-.06 *et seq.*

29. **Mandatory Training.** The State Board reserves the right to require the Charter School to attend any training related to the responsibilities of a Charter School.

30. **Indemnification.**

- a. The Petitioner and the Charter School agree to indemnify, defend, and hold harmless the Local Board, the Local School System, the Department, and the State Board, their officials, officers, employees, agents, volunteers, and assigns (all of whom hereinafter may collectively be referred to as "Indemnitees"), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or

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litigation and investigative expenses, for bodily injury, personal injury, (including, but not limited to, the Charter School's employees), patent, copyright, or infringement on any intellectual property rights, or loss or destruction of property (including loss of use, damage or destruction of Indemnitee owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the Charter School or Petitioner, their employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to their performance of this Charter regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.

- b. The Charter School and Petitioner shall be excused from their indemnification obligations above: (a) If the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of the Indemnitee seeking indemnification; or (b) If the Indemnitee fails to (i) provide written notice of the third party claim or suit within a reasonable time, or (ii) cooperate with reasonable requests of the Charter School or Petitioner related to the indemnification.
- c. The Charter School and Petitioner's obligations to indemnify any Indemnitee shall survive the completion, expiration, or termination of this Charter for any reason.

31. **Non-Agency.** The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the Local Board, the State Board, or the Department, except as required by law or this Charter. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Local Board, the State Board, or the Department to any third party.

32. **Delegation.** The parties acknowledge and agree that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the parties.

33. **Application of Amended Law.** This Charter is subject to applicable federal and state laws, rules, regulations, and state accountability requirements. Any amendments to laws, rules, regulations, or state accountability requirements cited herein will result in the correlative and immediate modification of this Charter without the necessity for executing a written amendment.

34. **Headings.** Section headings are for convenient reference only and are not part of the Charter. Section headings do not enlarge or limit any Section's contents.

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35. **Non-Waiver.** No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.
36. **Severability.** If any provision of this Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in full force and effect.
37. **Contradicting or Conflicting Provisions.** If any provision of the Charter is determined to contradict or conflict with any other provision of the Charter, the contradiction or conflict shall be resolved in favor of the broad flexibility guaranteed pursuant to O.C.G.A. § 20-2-2065 *et seq.*
38. **Governing Law and Venue.** This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. Any action brought by the Petitioner, Charter School, or Local Board against the State Board shall be brought in the Superior Court of Fulton County.
39. **Multi-Year Contracts Beyond Charter Term.** The Charter School shall not enter into a multi-year contract that extends beyond the length of the Charter term for the acquisition of goods, materials, services, or supplies, unless such contract contains the following provisions:
- a. The contract shall terminate absolutely and without further obligation on the part of the Charter School at the close of the fiscal year in which the Charter term concludes and at the close of each succeeding Charter term for which the contract may be renewed;
 - b. The contract may be renewed only by a positive action taken by the Charter School; and
 - c. The contract shall state the total payment obligation of the Charter School for the original contract term and each renewal shall state the total payment obligation that may be incurred in each subsequent Charter term, if renewed.

This section shall not apply to multi-year contracts to lease or purchase facilities, vehicles, or capital equipment.

40. **Entire Agreement.** With the exception of Appendix C which is a two-party agreement between the Petitioner and the Local Board, this Charter sets forth the entire agreement among the Petitioner, the Local Board, and the State Board with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings among the Petitioner, the Local Board, and the State Board are superseded by this Charter. The petition submitted to the Local Board and the State Board serves only as the

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formal application for the Charter School and does not constitute a contract or any type of agreement among the Local Board, the State Board, and the Petitioner.

41. **Counterparts.** The Parties agree that this Charter may be executed in one or more counterparts which, when taken together, shall constitute one agreement. All faxed or scanned and emailed counterpart signature copies of this Charter shall be as effective and binding as original signatures.

Chairperson,
GEORGIA STATE BOARD OF EDUCATION

(Date)

Authorized Representative,
AMANA ACADEMY, INC.
DBA AMANA ACADEMY

(Date)

Chairperson,
FULTON COUNTY SCHOOLS
BOARD OF EDUCATION

(Date)

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Appendix A – Charter Accountability and Consequences

ACCOUNTABILITY REQUIREMENTS

The Local Board and State Board shall hold the Charter School accountable for the full performance of the performance framework standards listed below. In the event that data are not available to make a determination regarding one of the goals below, the Department and the Local Board shall use the remaining goals to decide if the school has met its accountability requirements.

The Charter School will receive a report on its performance on each of the standards below from the Department as they become available. The report will include any interventions or consequences that need to be implemented by the Charter School.

Note: Accountability for the last year of the Charter term will occur during the first year of a renewal charter, if granted.

I. **ACADEMIC PERFORMANCE STANDARDS**

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

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

- a. Increase its CCRPI score by at least 4% of the gap between 100 and the Charter School’s previous year CCRPI score in each grade band served (elementary, middle, and/or high school);

OR

- b. Increase its CCRPI Content Mastery score by at least 10% of the gap between 100 and the Charter School’s previous year CCRPI Content Mastery score in each grade band served (elementary, middle, and/or high school);

OR

- c. Increase its CCRPI Progress score by at least 10% of the gap between 100 and the Charter School’s previous year CCRPI Progress score in each grade band served (elementary, middle, and/or high school).

Second Look – School-Local School System Comparisons. If a charter school does not achieve at least one of the “First Look” School Performance Gap Closure standards, consideration will be given for achieving one of the “Second Look” School-Local School System Comparison standards. The secondary academic outcome Georgia seeks from its

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local charter schools is that they *do better than the district or district schools to which their students would otherwise attend*. Performance standards include whether the school exceeds the CCRPI score (CCRPI, Content Mastery, or Progress) of its authorizing local school system or of the average of the three local school system schools to which a majority of the charter school's students would otherwise be zoned ("majority comparison schools").

- a. Exceed the CCRPI score of the authorizing local school system or the local school system majority comparison schools;

OR

- b. Exceed the CCRPI Content Mastery scores of the authorizing local school system or the local school system majority comparison schools;

OR

- c. Exceed the CCRPI Progress scores of its authorizing local school system or of the local school system majority comparison schools.

Goal 2: During each year of its Charter term, the Charter School will perform at the level required to stay off the list of Targeted Support and Improvement ("TSI") and Comprehensive Support and Improvement ("CSI") schools published annually by GaDOE.

II. SCHOOL CLIMATE PERFORMANCE STANDARDS

Goal 3: The Charter School shall achieve and maintain a School Climate Star Rating of 4 or more stars during its Charter term.

III. FINANCIAL PERFORMANCE STANDARDS

Goal 4: During each year of its Charter term, the Charter School shall achieve all five of the following financial performance standards.

- a. Not be in default of loan or bond covenant(s) and not be delinquent with debt services payment;

AND

- b. Achieve a Current Ratio (Working Capital Ratio) that is greater than 1.0 and one-year trend is positive;

AND

- c. Possess a Debt to Asset Ratio that is less than 95 percent;

AND

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- d. Unrestricted Days Cash (Total Expenses/365) is greater than 45 days and the one- year trend is positive;

AND

- e. The Charter School received and submitted to GaDOE by November 1 an annual independent audit with an opinion of the auditor regarding the accuracy of the Charter School's accounting records, financial position, change in financial position, compliance with rules of various governing entities, including GAGAS (Generally Accepted Government Auditing Standards, i.e. the "Yellow Book") or, for those schools not yet converted to GAGAS, compliance with GAAP (Generally Accepted Accounting Principles) that includes:
- An unmodified audit opinion;
 - An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses;
 - An audit that does not include a going concern disclosure in the notes or an explanatory paragraph; and
 - No other adverse statement indicating noncompliance with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight.

IV. GOVERNANCE PERFORMANCE STANDARDS

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

- a. All Governing Board members complied with all applicable open governance requirements, including the Georgia Open Meetings Act and the Georgia Open Records Act;

AND

- b. All Governing Board members attended all required training, including all training required for any new Governing Board members;

AND

- c. The Board met a minimum of seven (7) times;

AND

- d. The Charter School's leadership and Governing Board successfully implemented the Teacher and Leader Keys Effectiveness System as verified by GaDOE;

AND

- e. All Governing Board members acted in accordance with the *Standards for Effective Governance of a Georgia Non-Profit School Governing Board*;

AND

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

Goal 6: By the last year of its Charter term, the Charter School shall implement all Essential or Innovative Features as defined in Section 5 of the Charter in all material respects.

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V. LEGAL COMPLIANCE PERFORMANCE STANDARDS

Goal 7: During each year of its Charter term, the Charter School shall implement all legal requirements included in federal and state law, rules, and regulations and in its Charter.

Goal 8: The Charter School shall not do anything which results in GaDOE or the authorizing local school system(s) placing the Charter School on probation more than two times in a single school year (July 1 to June 30).

Goal 9: The Charter School shall not do anything which results in GaDOE or the authorizing local school system(s) placing it on probation more than three times during its Charter term.

ACCOUNTABILITY MONITORING AND REVIEW

The Local Board and State Board shall hold the Charter School accountable for the full performance of the goals outlined in this Charter.

The Local Board is responsible for the annual monitoring and review of the Charter School for full performance of this Charter.

The Department will monitor and review the Charter School for full performance of this Charter.

The State Board shall hold the Local Board accountable for effective authorizing practices in support of this Charter.

The Department will monitor and review the Local Board for effective authorizing practices.

CONSEQUENCES

Failure to meet the goals outlined in this Charter may result in consequences up to and including intervention, probation, termination, or recommendation for nonrenewal.

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Appendix B – Locally-Approved Charter School Partner Roles and Responsibilities Chart

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

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.

CHARTER AMANA ACADEMY

Locally-Approved Charter School Partners Roles and Responsibilities Chart

Financial Decisions and Resource Allocation (cont'd)	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
	Ensure school receives all per-pupil and other funding to which it is entitled by agreement with the local district (its fiscal agent)	✓	✓	✓		
Raise additional funds through fundraising efforts	✓	✓				
Exercise discretion over expenditure for all state and local funds and, as permissible, federal funds		✓				
Final school budget approval	✓					
Establish financial policies and standard operating procedures	✓	✓				
Maintain a reserve fund		✓				
Determine facility uses		✓	✓			
Ensure sound fiscal management and monitor budget implementation	✓	✓				
Curriculum and Instruction						
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 seek 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		✓			✓	

Locally-Approved Charter School Partners Roles and Responsibilities Chart

	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Select 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		✓	✓			
Establishing and Monitoring the Achievement of School Improvement Goals						
Complete self-assessment based on Georgia School Performance Standards Improvement plan)		✓			✓	
Develop actions, strategies, and interventions with faculty and staff (i.e., school improvement plan)		✓			✓	
Set a timeline 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		✓				

CHARTER AMANA ACADEMY

Locally-Approved Charter School Partners Roles and Responsibilities Chart

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

CHARTER AMANA ACADEMY

Locally-Approved Charter School Partners Roles and Responsibilities Chart						
School Operations (cont'd)	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Establish 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 LSCC retains its constitutional authority

Authorized Representative,

(Date)

Appendix C – Agreement between Local Board and Charter School regarding the Use of Federal Funds for In-Kind Services

Appendix C is a two-party agreement between Fulton County Schools (“Local Board”) and Amana Academy (“Charter School”) regarding in-kind services provided to the Charter School.

~~WHEREAS, the Local Board and Charter School agree that the Local Board will use a portion or~~
all of the Charter School’s federal funds to provide in-kind services to the Charter School.

NOW THEREFORE, in consideration for the promise made herein, the Local Board and the Charter School agree that the in-kind services outlined in the table below will be provided by the Local Board to the Charter School for the remainder of the charter term.

Table C.1. In-Kind Services

Federal Funding Source	Description of in-kind services
Title IV (IDEA) Grant	Special Education Charter School Coordinator Support

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

Chairperson, [Redacted]
BOARD OF EDUCATION

(Date)

Authorized Representative, [Redacted]

(Date)



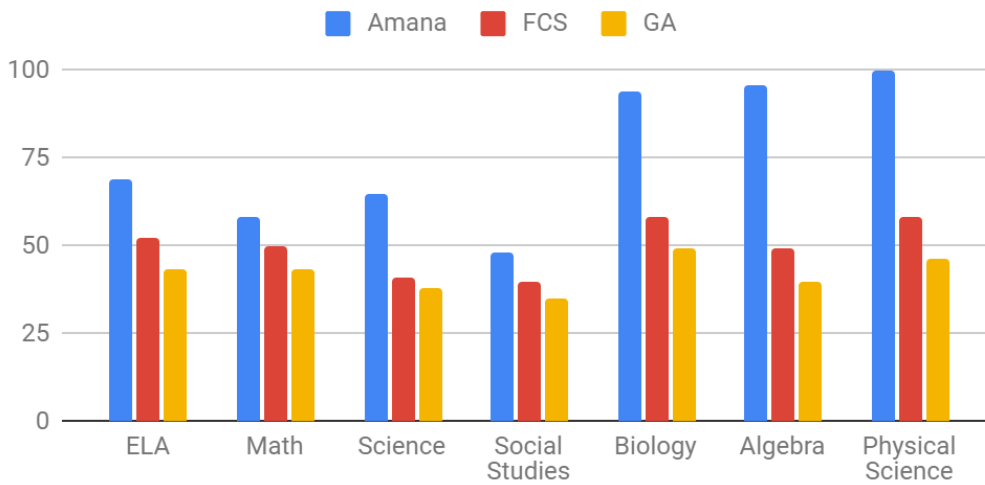
Amana Academy North Fulton
Transportation Plan
2024-2025

Amana Academy North Fulton is located at 285 South Main Street, Alpharetta, GA 30009. Students enrolled at Amana travel to the school from all over Fulton County. In the 2023-2024 school year, 48% of students qualified for free or reduced lunch.

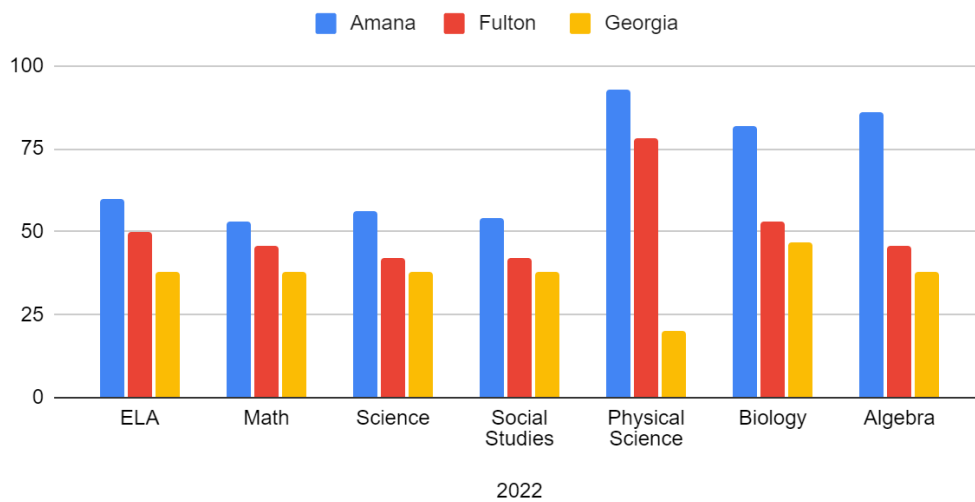
In order to provide additional access to the school, Amana operates a bus that stops in Roswell and Johns Creek. The school holds a bus lottery every Spring for the upcoming Fall and students receive a spot on the bus or spot on the waitlist. Both school buses are full each year and carry a waitlist.

In addition to these lottery based bus options, some families come together and hire private transportation from South Fulton to the school for drop off and pick up. There are also several daycare/afterschool provider vans that pick up at Amana afterschool each day. Currently, the bus as well as these shuttle options all use the special carpool loop at the back of the school.

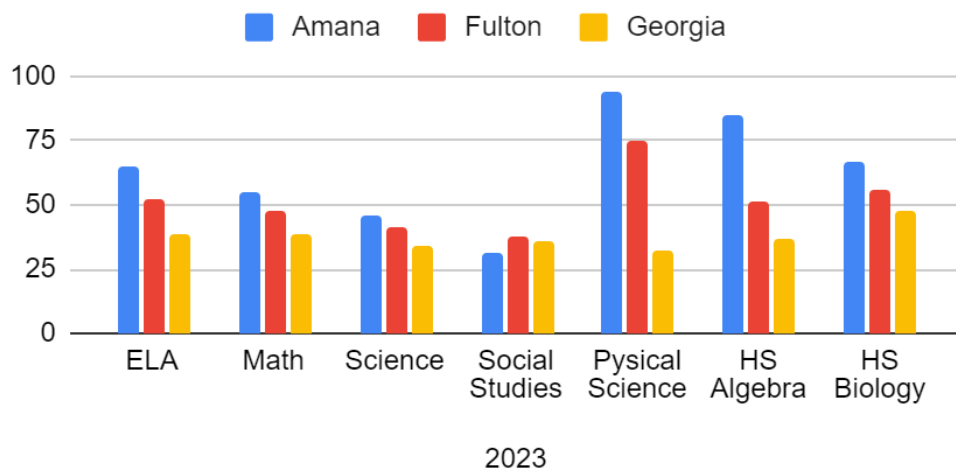
Students Scoring Proficient & Above on SY19 Milestones - Whole School



Students Scoring Proficient & Above on 2022 Georgia Milestones Assessment - Whole School



Students Scoring Proficient and Above on SY23 Georgia Milestones - Whole School



Elementary CCRPI Content Mastery - 2023

HOW DID THE SCHOOL PERFORM ON EACH CONTENT AREA?

ENGLISH LANGUAGE ARTS 96.28% Participation Rate	86.28	+6.31
MATHEMATICS 95.87% Participation Rate	89.67	+6.76
SCIENCE 93.98% Participation Rate	65.33	-20.30

Elementary CCRPI Content Mastery - 2022

HOW DID THE SCHOOL PERFORM ON EACH CONTENT AREA?

ENGLISH LANGUAGE ARTS 97.54% Participation Rate	79.97
MATHEMATICS 97.54% Participation Rate	82.91
SCIENCE 97.37% Participation Rate	85.63

Elementary CCRPI Content Mastery - 2019

HOW DID THE SCHOOL PERFORM ON EACH CONTENT AREA?

ENGLISH LANGUAGE ARTS 96.49% Participation Rate	94.07	+7.35
MATHEMATICS 96.49% Participation Rate	95.44	+0.20
SCIENCE 96.05% Participation Rate	87.83	+10.05
SOCIAL STUDIES 96.05% Participation Rate	73.66	+1.43

Middle School CCRPI Content Mastery 2023

HOW DID THE SCHOOL PERFORM ON EACH CONTENT AREA?

ENGLISH LANGUAGE ARTS

97.82% Participation Rate

87.40 +1.96

MATHEMATICS

97.82% Participation Rate

73.42 -0.67

SCIENCE

96.88% Participation Rate

79.84 -4.67

SOCIAL STUDIES

96.88% Participation Rate

60.48 -18.40

Middle School CCRPI Content Mastery - 2022

HOW DID THE SCHOOL PERFORM ON EACH CONTENT AREA?

ENGLISH LANGUAGE ARTS

96.12% Participation Rate

85.44

MATHEMATICS

95.26% Participation Rate

74.09

SCIENCE

98.61% Participation Rate

84.51

SOCIAL STUDIES

98.61% Participation Rate

78.88

Middle School CCRPI Content Mastery - 2019

HOW DID THE SCHOOL PERFORM ON EACH CONTENT AREA?

ENGLISH LANGUAGE ARTS

95.98% Participation Rate

94.50 +7.32

MATHEMATICS

95.98% Participation Rate

81.59 +2.30**SCIENCE**

98.80% Participation Rate

100.00+ no change**SOCIAL STUDIES**

98.51% Participation Rate

79.55 -17.37

BYLAWS OF AMANA ACADEMY, INC.

1. INTRODUCTION

Section 1.01 Amana Academy was founded on the principles of Stewardship and Trust. Being a member of the Amana Governing Board means a personal belief in the principle on which Amana was founded, therefore the Governing Board as a whole and its individual members shall always govern and act with total honesty, cooperation, and integrity. Additionally, a great part of the Amana vision is the idea of total Community participation. Although the Governing Board holds the main accountability to the Community and the Charter and is ultimately responsible for final decisions, the Board shall proactively seek parents’ and guardians’ input on a systematic basis in accordance with these Bylaws. The Board bears the full responsibility to deliver the educational experience to its community as expressed in its Vision and Mission.

NAME

Section 1.02 The name of the corporation is “Amana Academy, Inc.” (Hereinafter referred to as Amana Academy or school).

2. PURPOSE

Section 2.01 Amana Academy is organized, and will be operated, exclusively for charitable, educational, scientific, literary and cultural purposes as described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future federal tax code (the “Internal Revenue Code”), including, for such purposes, the making of distributions to organizations that qualify as exempt organization under Section 501(c)(3) of the Internal Revenue Code.

3. GOVERNING BOARD

Section 3.01 The Board bears the full responsibility to deliver the educational experience to its community as expressed in its Vision and Mission.

Section 3.02 Board Members:

Amana Board Structure

- There will be a minimum of 9 and a maximum of 15 members on the Amana Academy board

- Board members will be elected to serve 3-year terms however, if mutually agreeable to the chairman, members can opt to serve additional time on the board, up to a maximum of 5 years.
- Board members are expected to serve at least on one committee.
- Board members with experience (either at Amana Academy or another organization) on committees will chair them.
- Committee chairs and members will identify and mentor new board members for chairing committees during following year.
- All new and experienced board members must attend the annual boot camp, typically held in August.
- All board members are expected to be fingerprinted and clear a security check each year.
- All committees must meet every month.
- Board and committee meeting minutes will be posted online within 7 days after the meeting.
- Board and committee meeting schedules will be posted at least two weeks in advance.

ELECTIONS

Section 3.03 Elections for the Board seats:

- (a) Nominations: Nominations must be submitted to the governance committee by a deadline set by the committee. The Amana Academy Governing Board shall create a policy regarding the make-up and number of members of the governance committee. Any Amana community member can nominate any member from the Amana Community to a Board position. Staff, employed or contracted by Amana may nominate other community members, but are not eligible for nominations. Since all Board Activities are to be consistent with Amana’s principles of stewardship, self-promotion and self-nomination are not permitted. All nominees will be forwarded to the governance committee to determine who is interested in accepting a nomination; who has the types of experience and expertise to compliment the knowledge and expertise of current Board members; and, who is otherwise eligible to serve on the Board of Directors. No Board members, household members, including divorced or step parents, maybe members of the PIE/ALL/PTA/PTO Board.
- (b) Elections of Board Members: Elections shall be supervised by the governance committee appointed by the Board. The governance committee will put forth the new members who they have vetted. At that time, a vote will be held by the Board of Amana Inc. Once the vote has taken place, the announcement will happen at the next Board meeting. A notification and New Member packet will be distributed to the new members. Newly elected board members shall be announced in May and shall be confirmed and assume responsibilities by July 1 .

Section 3.04 Vacancies: Any vacancy occurring in the Board shall be filled by the Board Chair after full consultation with Board members and other community members as deemed necessary by the Board. A Board member selected to fill a vacancy shall serve for the balance of the un-expired term of the predecessor in office. Every

member of the Board shall serve for the duration of their term, written resignation delivered to the Chairperson of the Board or removal in accordance with the bylaws. Any member of the Board may resign his or her position at any time.

QUORUM

Section 3.05 Five (5) board members or a majority of the number of board members then in office shall constitute a quorum for the transaction of business at any meeting of the Governing Board. The Board members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough board members leave the meeting so that less than a quorum remains. However, no action may be approved without the consultation of at least a majority of the number of board members required to constitute a quorum. If a quorum is present at no time during a meeting, a majority of the board members present may adjourn and reconvene the meeting one time without further notice.

DUTIES AND RESPONSIBILITIES OF BOARD MEMBERS

Section 3.06 The Governing Board shall have complete responsibility for managing the school subject to the management and control of the Fulton County School Board as provided in the Charter and in a manner consistent with the mission and vision of the Founding Members. Being a member of the Amana Governing Board means a personal belief in the principles on which Amana is founded and therefore all decisions and actions by Board Members must embody the principles of honesty, trust, and integrity as portrayed in the Charter. It is the Governing Board’s responsibility to ensure that Amana Academy is a viable, financially solvent, and professionally staffed institution. In fulfilling its duties and responsibilities towards the Amana Community, the Board must give careful attention to the principles of sound delegation. This includes clear communications of expectations, assignment of clear ownership of expectations, and efficient monitoring of whether expectations are being met. With these principles in mind, the Governing Board has the following primary responsibilities to be carried out in accordance with the Amana Academy Charter and Bylaws:

1. **Determine Amana’s Vision and Mission:** The Governing Board’s most critical role is to create the school’s vision and mission statement and to review them periodically for accuracy and validity. Each individual board member should fully understand and support the school’s mission and purpose.
2. **Adopting Policy:** The Governing Board will be a “Policy Board”. It will delegate total responsibility for implementation to the leadership team and establish direction through policy. In addition to delegation, the Board must be able to recognize the need to adopt or develop new policy and shall engage the appropriate elements of the Amana Community and proactively seek community input on proposed policy prior to final adoption.
3. **Select and Support the Executive Director:** The Board shall undertake a careful search process to find the most qualified individual for the position. The Amana Governing Board will ensure that the Executive Director has the moral and professional support he or she needs to further the goals of the school. The

Board shall periodically evaluate the progress and effectiveness of the Executive Director's implementation of the school's goals and his/her fulfillment of the Board's expectations.

4. **Strategic Planning and Oversight of Organizational Planning:** As stewards of the school, the Board shall develop and maintain the strategic Plan for the school. Additionally, the Board will participate in annual planning to determine which programs are the most consistent with the school's mission and to monitor their effectiveness. It will delegate total responsibility for implementation to the leadership team and establish direction and oversight through policy. The Board is responsible for executing all employment contracts, and other substantial financial commitments as defined by policies and procedures.
5. **Ensure Adequate Resources:** One of the board's foremost responsibilities is to provide adequate resources for the organization to fulfill its mission. The board will work in partnership with the Executive Director to raise funds from the community through the following: 1.) Long-term financial planning and fundraising, 2.) Development of long-term plans to develop and maintain professional staff, 3.) Optimization of viable opportunities, and 4.) Development of long-term plans to explore successful, mutually beneficial partnerships.
6. **Manage Resources Effectively:** The Board must manage resources in a manner consistent with a cohesive long-term strategy that ensures Amana Academy will meet its long-term goals and accomplish its mission. The board, in order to remain accountable to its donors, the public, and to safeguard its tax exempt status, will approve the annual budget and ensuring that proper financial controls are in place. The Board is responsible for executing all employment contracts, and other substantial financial commitments as defined by policies and procedures.
7. **Represent the Organization and Enhance Amana's Public Standing:** The most relevant responsibility of the Governing Board is its representation of the Amana community. The Board is to act as *Ambassador* of Amana in a manner consistent with its vision, mission, and guiding principles. In association with this responsibility, the Governing Board must also pursue, develop, and maintain positive relationships with partners, community leaders, the public at large, and the media. The Amana Board will oversee the development of a comprehensive public relations strategy that clearly articulates Amana's mission, accomplishments, and goals.
8. **Ensure Legal and Ethical Integrity and Develop and Accountability Framework:** The board is ultimately responsible for ensuring adherence to legal standards and ethical norms. The board will establish pertinent policies, and adhere to provisions of the school's bylaws and articles of incorporation. The Board will evaluate the accomplishments of the school's strategic goals and fulfillment of its mission.

INDIVIDUAL BOARD MEMBER RESPONSIBILITIES

As a board member, I understand that my duties and responsibilities include the following:

1. I am fiscally responsible, with the other board members, for this organization. It is my duty to know our budget and to take an active part in planning the budget and implementing the fundraising to meet it.
2. I am legally responsible to this organization. I am responsible to know and approve all policies and programs and to oversee their execution.
3. I am morally responsible for the health and well-being of this organization. As a member of the board, I have pledged myself to carry out this organization's mission as stated in the Charter. I am fully committed and dedicated to this mission.
4. I will donate money to Amana Academy to the best of my ability. I may give this as a one-time donation each year, or I may pledge to give a certain amount several times during the year.
5. I will actively engage in fundraising for this organization in whatever ways are best suited to me. These may include individual solicitation, special events, or writing mail appeals and the like.
6. I will attend at least 75% of the board meetings every year and be available for phone consultation. If I am on the executive committee, I will attend 75% of the board work sessions. To the best of my ability, I will make myself available should special meeting or emergency meetings be called by the board. I will be available for the committee meetings that I have signed up for. Missing more than 25% of the quarterly meetings and/or work sessions may end my term as a board member. I understand that my commitment to this board will involve approximately 10 hours per month.
7. Each year I will complete the necessary training hours as due by Fulton County/SCSC , currently 9 hours (If returning board member) and 15 hours (If new board member) of training that are required by Georgia State law. Not completing these hours will end my term as a board member.
8. I will participate in Fulton County/SCSC board meetings, workshops, and community meetings as assigned by the board chair.
9. I have read and fully understand the current policies published on the Amana Academy official website. I will fully comply with these policies and help the board to be 100% in compliance with all existing policies. I acknowledge that I specifically am fully aware of the Georgia Open Meeting Act and its requirements and the Amana Academy board member Conflict of Interest Policy and commit to uphold them throughout the duration of my term.
10. I understand that I have the responsibility to separate my role as a parent (if applicable) at Amana Academy from my role, duties and responsibilities as a board member.
11. I understand no quotas have been set and no rigid standards of measurement and achievement have been formed. Every board member is making a statement of faith about every other board member. We trust each other to carry out the above agreements to the best of our ability, each in our own way, with knowledge, support and approval of all. I know if I fail to act in good faith I must resign, or someone from the board may ask me to resign.

Amana Academy is responsible to me as follows:

1. I will be sent, without request, monthly financial reports.
2. I can call on the school leadership team to discuss programs and policies, goals and objectives.

3. Other board members and staff will respond in a straightforward and thorough fashion to any questions I have that I feel necessary to carry out my fiscal, legal, and moral responsibilities to this organization.
4. Amana Academy will provide insurance coverage for liability, error and omission.

Code of Ethics

As a member of the board team, I will:

- Listen carefully to my teammates.
- Respect the opinion of my fellow board members.
- Respect and support the decisions of the board.
- Recognize all authority is vested in the full board only when it meets in legal session.
- Keep well-informed of developments related to issues which may come before the board.
- Participate actively in board meetings and actions.
- Bring to the attention of the board any issues I believe will have an adverse effect on Amana Academy or those we serve.
- Refer complaints to the proper level on the chain of command.
- Recognize my job is to ensure the Amana Academy is well-managed, rather than attempt to directly manage the organization myself.
- Represent all the people this nonprofit serves and not a particular geographic area or interest group.
- Consider myself a trustee of Amana Academy and do my best to ensure it is well-maintained, financially secure, growing and always operating in the best interests of our mission and those we serve.

ADVISORY BOARD

Section 3.07 The Amana Governing Board can establish an Advisory Board to gain a broader perspective, community relations, strategic priorities, and feedback on ideas of the Board.

- a) Number: The Advisory Board shall not be limited in the number of it's members.
- b) Voting: The Advisory Board will not have any voting rights.
- c) Term: The term for each Advisory Board member is two (2) years and will be elected by a vote of Amana Academy Governing Board and shall serve until the election of their successors or their earlier resignation or removal. Each member of the Advisory Board's term will begin on July 1.

DECISION-MAKING

Section 3.08 The Amana Governing Board is an entity of one voice. The Board has the responsibility to deliver policy decisions to the Amana community based on the

appropriate consultations. The Chairperson of the Board carries the responsibility to facilitate Board decisions using the Consultative Model in decision-making which includes the following potential decision-making situations and methods:

1. All managerial decisions will be passed to the Leadership Team.
2. Simple policy decisions where direction is already established with existing policy or previous board decision – the Chairperson may make a decision on behalf of the board.
3. Significant and unique decisions or significant and precedent setting decisions require policy-making on the matter by the Board with community input. The Board may form a subcommittee composed of members of the Amana community to investigate and develop a proposed policy with a formal Board decision. In this situation where formal Board decision is required, the Board must utilize consultations with the following process: (1) the chairperson shall seek Board member recommendations along with rationales; (2) the chairperson shall facilitate a deliberation of the different options among Board members; (3) the chairperson shall facilitate analysis by the Board of each option and weighin them against the school vision, mission, and guiding principles; (4) based on such analysis, the Chairperson shall make the decision on behalf of the board while providing detailed justifications and rationales of how the decision is in the best interest of Amana and in harmony with the vision, mission, and Guiding Principles of Amana Academy; (5) once the Chairperson announces a final decision, all Board members shall support the decision in full; (6) the Board then must communicate the decision to all appropriate parties.
4. If, at least two Board members feel that a decision/policy announced by the Chairperson does not reflect a consensus of the Board or that there was insufficient consultation on an issue prior to issuing a decision or policy, those Board members may ask for a vote of ‘no confidence’ in either the decision/policy or the process for reaching the decision/policy. Provided however that any such request shall be made in writing within 10 days after the decision/policy is announced, with the reasons for such request clearly stated and must be signed by at least two Board members. If a request for a vote of ‘no confidence’ is properly made an item shall be placed on the agenda of the next regularly scheduled Board meeting to discuss and vote on the issue. The announced decision/policy may only be overturned with a two-thirds majority vote of the Board. All normal quorum rules apply
5. Board members shall exercise ordinary business judgments in managing the affairs of the school. Board members shall act as fiduciaries with respect to the interests of the school. In acting in their official capacity as board members of this corporation, board members shall act in good faith and take actions they reasonably believe to be in the best interests of the corporation in accordance with the law. In all other instances, the Governing Board shall not take any action that they should reasonably believe would be opposed to the school’s best interests or would be unlawful. A board member shall not be liable if, in the exercise of

ordinary care, the board member acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the corporation.

6. The members of the Board may adopt any rules and/or take any actions with regard to the corporation and/or the member of the Board of the corporation, so long as any such rules and/or actions are not inconsistent with these bylaws, the charter, and federal and state law.

PROXIES

Section 3.09 A Board member may provide consultation by proxy executed in writing by the board member. No proxy shall be valid after three (3) months from the date of its execution.

REMOVAL OF BOARD MEMBERS

Section 3.10 The Governing Board or members may vote to remove a board member at any time, only for good cause. Good cause for removal of a board member shall include the unexcused failure to attend four consecutive meetings of the Governing Board, not completing all training as mandated by the state, and inappropriate behavior. A meeting to consider the removal of a board member may be called and noticed following the procedures provided in the bylaws. The notice of the meeting shall state that the issue of possible removal of the board member will be on the agenda that the notice shall state the possible cause for removal. The board member shall have the right to present evidence at the meeting as to why he or she should not be removed, and the board member shall have the right to be represented by an attorney at and before the meeting. At the meeting, the Board shall consider possible arrangements for resolving the problems that are in the mutual interest of the school and the board member. Upon a two-thirds (2/3) majority vote (excluding the member of the Board in question), the Board may cause removal of a member.

MEETINGS OF THE GOVERNING BOARD

Section 3.11

1. The Governing Board shall hold regular monthly meetings and shall be open for all members of the Amana Academy community to attend.

2. A majority of the full number of Board members shall constitute a quorum of the Board for the transaction of business. When a quorum is present, a majority of the Board members present may take any action on behalf of the Board, except to the extent that a larger number is required by law, by the Charter, or by these By-laws. Every act of a majority of the Board members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board.
3. All meetings shall be held in accordance with the Georgia Open Public Meetings Act - Section 50-14-1 et seq. All meeting minutes are to be kept on file Amana Academy's administrative office and made available for review by community members, subject to the provisions of O.C.G.A. Section 50-18-70 et seq. Adequate notice of all meetings subject to the Act shall be visibly posted and provided to all community members via the Amana email distribution groups (*allparents, allstaff*), posted on the Amana website and in the school lobby not less than twenty-four (24) hours before any such meeting.
4. Executive sessions for the Board may be held before or after the official Board meetings have commenced or adjourned. Special meetings of the Governing Board may be held at such place and times as may from time to time be fixed by the Board or as may be specified in the notice of said meeting in accordance with the Georgia Open Public Meetings Act.
5. Special meetings of the Governing Board may be called at any time by the Chairperson or any two (2) members of the board, upon not less than (3) three or nor more than (60) days before the meeting. The notice will be sent via email to each individual Board member. Notice of any special meeting of the Board shall state the place, day, and time of the meeting, who called the meeting, and purpose or purposes for which the meeting is called.
6. Notice of any meeting of the Governing Board may be waived by instrument in writing executed before or after the meeting. Attendance at such meeting in person or by proxy shall constitute a waiver of such notice thereof, unless such attendance is for the sole purpose of objecting to the holding of such meeting.
7. Any or all members of the Governing Board may participate in a meeting of the Board, or of a committee of the Board, through the use of any means of communication by which all Board members participating may simultaneously hear each other during the meeting. Participation in a meeting pursuant to this Section 4.7 shall constitute presence in person at such meeting.
8. Attendance at board meetings is mandatory. If a Board member must miss a meeting, the Chairperson must receive 24 hours notice. If a 24-hour notice is not given, or the excuse given is deemed insufficient by the Chairperson, the Chairperson may consider the absence unexcused.
9. The Board Chairperson shall preside at all meetings of the Board. In the event the Chairperson is unable to be present at the meeting, the Treasurer will preside in his/her place. In the event the Board Chair and the Treasurer are unable to preside at the Board meeting, a designee will be selected from among the Board members who are present at the meeting.

Article V. COMPENSATION OF MEMBERS OF THE GOVERNING BOARD

Section 5.01 The Governing Board shall not receive salaries for their services as Board members; however, the school shall be authorized and empowered to pay reasonable out-of-pocket expenses incurred by the Board members in furtherance of the school's mission as long as conducted with Board approval.

Section 5.02 Full time employees are not eligible to serve as Board members.

Article VI. OFFICERS

Section 6.01 The principal officers of the school shall consist of a Chairperson, a Vice Chair, a Secretary and Treasurer. The Chairperson and the Treasurer shall be elected by the Governing Board at the first Board meeting following confirmation of newly elected Board members at the July Board meeting, and shall serve at the pleasure of the members of the Governing Board. Any person shall be eligible to hold any office. The Chairperson and the Treasurer shall not be the same person, unless it is on a temporary basis resulting from the Chairperson's resignation, removal, or death. The Officers will serve for one full year. Officers may be re-elected by the Board to serve the same office. Starting the school year of 2009-2010, the Board may ask the Executive Director to serve as the Board Secretary but will not participate as a voting member of the Board. In the event the Executive Director is not asked or declines to serve as the Board Secretary, another Board member shall be elected Secretary in the same manner described above for Chairperson and Treasurer.

Section 6.02 The Chairperson shall be responsible for setting Board Meeting Agendas and leading Board Meetings. The Chair person shall facilitate the Board decision making process. The Chairperson shall have such other duties and responsibilities as may be assigned to him/her from time to time by the Governing Board or by Board Policy.

Section 6.03 The Secretary shall be responsible for the minutes of all the meetings of the Board and for authenticating records of the corporation. The Secretary shall have charge of the school's minute book and seal. If the Executive Director is to act as Secretary of the Board, then the Chairperson will have charge of the school's minute book and seal. The Secretary shall also perform such other duties and have such other powers and responsibilities as may be assigned to him or her from time to time by the Governing Board.

Section 6.04 The Treasurer shall be charged with the day-to-day management of the financial affairs of the school and shall have the responsibility to recommend action concerning the school's financial affairs to the Chairperson, and the Governing Board. The Treasurer shall at all times maintain full and accurate records regarding the property owned by the corporation, its income and disbursements and its various activities, and shall present such record at the annual and regular meetings of the Governing Board; provided, however, that the records shall always be open for inspection by any member of the Board. The Treasurer shall have the authority and responsibility for the safekeeping of the funds,

securities and other assets of the corporation and shall serve as an advisor on financial matters relating to the management and operation of the school's assets. The Treasurer shall have such other duties and responsibilities as may be assigned to him/her from time to time by the Chairperson and / or the Governing Board. In the event of the treasurer, resignation, removal or death, the Chairperson shall serve as Treasurer Pro Tempore until a successor Chairperson is elected by the remaining Governing Board at a monthly or a special meeting. The new treasurer shall be elected within 30 days of the event of resignation, removal, or death of the Treasurer.

Section 6.05 The Board may elect, or the Chairperson appoint one or more assistants to the Secretary and/or Treasurer, who shall have such duties and responsibilities as may be assigned to them from time to time by the Chairperson and/or the Governing Board.

Section 6.06 If a vacancy occurs in an office other than that of the Chairperson, the Chairperson shall appoint a qualified person to serve until a successor officer is elected by the Governing Board at the March meeting. If a vacancy occurs in the office of the Chairperson, the Treasurer shall serve as Chairperson Pro Tempore until a successor Chairperson is elected by the remaining Governing Board at a monthly or a special meeting. A new Chairperson shall be elected by the Board within 30 days of the resignation, removal, or death of the Chairperson.

Section 6.07 Disbursements in the amount over \$1,000 from accounts shall require the signatures of both the Executive Director and the Treasurer.

Section 6.08 All officers of the Board shall be updated as required by Georgia Law and the Georgia Secretary of State.

Article VII. COMPENSATION OF OFFICERS

Section 7.01 The officers shall serve without compensation; however, the corporation shall be authorized and empowered to pay reasonable out-of-pocket expenses incurred by an officer in furtherance of the school's mission as long as conducted with Board approval.

Section 7.02 The Executive Director may serve as the Secretary of the Board, at the Board's appointment, while at the same time receiving his contracted compensation from Amana Academy.

Article VIII. PROPERTY OF THE CORPORATION

Section 8.01 Any sale or transfer of any stock, bond, security, real estate or any other property standing in the name of the corporation shall be valid only if executed by the school acting through any two officers authorized by the Governing Board. Any document of conveyance or transfer executed in this manner, having affixed thereon the seal of the corporation, shall in all respects bind the corporation as fully and completely as if such transaction had been authorized by a specific Board decision of the members of the Board, and any person to whom a copy of this Article Eight shall have been certified by the Secretary of the school shall be entitled to rely thereon until notified of its repeal.

Article IX. COMMITTEES

Section 9.01 Standing and special committees of the Governing Board of the corporation may be authorized by the Governing Board of the school. The chairpersons and members of all committees shall be assigned by the chairperson. Members of such committee shall be assigned by the Committee chair.

Article X. SEAL

Section 10.01 The seal of the school shall be in such form as the Governing Board may from time to time determine. In the event it is inconvenient to use such seal at any time, the signatures of the Chairperson and Secretary of the corporation followed by the “SEAL” enclosed in parentheses or scroll shall be deemed the seal of the corporation. The Secretary shall be in charge of the seal and the Secretary shall affix the seal on all corporate papers where necessary or appropriate.

Article XI. AMENDMENTS

Section 11.01 The Articles of incorporation may be amended by a simple majority vote of the members of the Governing Board present at any regular or special meeting where a quorum is present.

Section 11.02 These Bylaws may be amended by a two-thirds majority vote of the Governing Board present at any regular or special meeting where a quorum is present.

Article XII. INDEMNIFICATION

Section 12.01 The corporation shall, upon a request to do so pursuant to Section 12.2 of these Bylaws, indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he or she is/was serving at the request of the corporation as a member of the Governing Board in pursuance of the

school's mission against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonable incurred by him or her in connection with such action, suit, or proceeding, to the maximum extend allowed by section 14-3-850 et seq., of the Georgia Nonprofit Corporation Code, upon the determination by the corporation that such indemnification is proper in accordance with section 14-3-850 et seq. of the Georgia Nonprofit Corporation Code. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the school in advanced by of final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Board member, officer, employee, or agent to repay such amount if it shall ultimately be determine that he or she is not entitled to be indemnify by the corporation. There will be NO such indemnification in the case where said person/s acted negligently and/or without the consent and/or approval of the Governing Board.

Section 12.02 In order to obtain indemnification under section 12.1 of these Bylaws, the person(s) seeking indemnification shall request such indemnification of the corporation by notifying the corporation of the following:

- (a) The substance and amount of the claim or claims alleged against him or her;
- (b) The forum in which such claims have been asserted;
- (c) The dates or dates upon which such claims were asserted;
- (d) The defenses made or intended to be made to such claims;
- (e) The current status of such claims;
- (f) The date upon which, or the period upon which, resolution can reasonable can be expected; and
- (g) The anticipated amounts or probable range of amounts, for which the corporation will be responsible upon any such indemnification

Within sixty (60) days, of its receipt of such notice, the corporation shall arrange for and make the determination as to whether indemnification is proper under the circumstances as provided in 14-3-850 et seq., of the Georgia Nonprofit Corporation Code. If the school fails to take such action, the person indemnified may call a special meeting of the members of the Governing Board of the corporation at the principal office of the corporation. Notice of the special meeting shall be given, and the special meeting shall be conducted in accordance with Article Four of these Bylaws. The person seeking indemnification shall provide a copy of the notice sent to the school requesting indemnification with his or her notice to the Board members of the special meetings.

Section 12.03 If the school or Fulton County Board of Education purchases and maintains insurance on behalf of any person seeking indemnity from the corporation pursuant to this Article Twelve, and if proceeds of such insurance are paid to such person in connection with the matters upon which he or she has sought indemnification, the corporation shall not indemnify such person except to the extent that the amounts sought have not been paid by the proceeds of such insurance.

Section 12.04 If any expenses or other amounts are paid by way of indemnification, otherwise than by court order, by action of the members of the Governing Board or by an

insurance carrier pursuant to insurance maintained by the school or Fulton County Board of Education, not later than the next annual meeting of members, unless such meeting is held within three (3) months from the date of such payments, and in any event, within fifteen (15) months from the date of such payment, the corporation shall, in accordance with the manner specified in Section 14-3-705 of the Georgia Nonprofit Corporation code, send to the members of the Board of Board members of record at the time entitled to the vote for the election of Board members a statement specifying the persons aid, the amounts paid, and the nature and status at the time of such payment of the litigation of threatened litigation.

Section 12.05 For purposes of this Article Twelve, and with respect to any merger or consolidation involving the school , references to “the school ” shall include, in addition to the surviving or new school , any merging or consolidating corporation (including any merging or consolidating corporation of a merging of consolidation corporation) absorbed in a merger or consolidation, so that any person who is or was a member of the Governing Board, officer, employee, or agent of such merging or consolidating corporation, or who is or was serving at the request of such merging or consolidating corporation as s member of the Governing Board, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under Section 12.1 of these Bylaws with respect to the resulting or surviving corporation as he or she would if he or she had served the resulting or surviving corporation in the same capacity.

Section 12.06 The indemnification and advancement of expenses provided by or granted pursuant to this Article Twelve shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a member of the Governing Board, officer, employee or agent and shall insure to the benefit of the heirs, executors, and administrators of such person.

Section 12.07 The right of indemnification provided in this Article Twelve shall not be exclusive of any rights to which any member of the Governing Board, officer, employee or agent of the corporation may now or hereafter become entitled apart from this Article Twelve.

Section 12.08 Any repeal or modification of this Article Twelve or any applicable provision of the law of Georgia shall not affect the corporation’s rights or obligations of indemnification as they relate to any action or proceeding instituted before any such repeal or modification, or thereafter brought or threatened based in whole or in part upon any events or occurrences occurring prior to such repeal or modification.

.....**CERTIFICATE OF SECRETARY**.....

Georgia, Fulton County

I hereby certify that the within and foregoing thirteen pages constitute the Bylaws of

Amana Academy, Inc. in effect on this _____ day of _____, 2009.

Secretary of Amana Academy, Inc.



CSP SE Subgrant Application Assurances

All CSP Subgrant Applicants must agree to the requirements and conditions the subgrant and CSP program. **The Board Chair should initial each statement below and sign and date at the conclusion of the document.** A final grant application will be considered incomplete and will not be accepted if it does not include the Statement of Assurances for the federal Charter School Program Grant.

1. [REDACTED] Application grant contact (charter school authorized representative) possesses the legal authority to apply for this grant on behalf of the school. If the grant contact is not the chair of the governing body (due to conflict of interest), a resolution or motion has been adopted by the applicant's governing body directing and authorizing the grant contact the delegated responsibility to act on their behalf to submit this application, including all understanding and assurances of certifications contained herein, to execute the grant, if approved, to comply with certifications, budget, and fiscal requirements, and act as the governing body's authorized official for the grant program. The grant contact has no conflict of interest with any party (employee, management organization, contractor, vendor, etc.) that has a financial interest in the grant award.
2. [REDACTED] The applicant school certifies that they understand an approved charter application and a signed charter contract are required to be eligible for an award.
3. [REDACTED] Applicant school agrees to annually provide the U.S. Secretary of Education and the State Charter Schools Foundation of Georgia such information as may be required to determine if the charter school is making satisfactory progress toward achieving objectives described in this application (The Elementary and Secondary Education Act of 1965, as amended, Title V, Part B, Subpart 1 — Public Charter Schools Section 5203(b)(3)).
4. [REDACTED] Applicant school agrees to participate in all CSP Subgrantee data reporting and evaluation activities as requested or required by the U.S. Department of Education, the State Charter Schools Foundation of Georgia, State Charter Schools Commission of Georgia, and Georgia Department of Education, including on-site and desktop monitoring conducted by the SCSF or SCSC, annual independent audits required by the state that are publicly reported and include financial statements prepared with generally accepted accounting principles, annual reports, and a final expenditure report for the use of subgrant funds. This section includes participation in any federal or state funded charter school research or evaluations. Failure to submit required information may result in a withholding of grant funds or a non-renewal of subsequent year funding within the project period. Audits must also be submitted to the authorizer for review.
5. [REDACTED] The applicant school assures that they have provided their authorizer with "adequate and timely notice" of this grant application (as required by ESEA §4310 (6)(B)).
6. [REDACTED] The applicant school per ESEA §4303 (f)(1)(C)(i)(II), certifies that the Charter Contract from the authorizer articulates that student achievement and growth, as measured by the state's School Performance Framework, is one of the most important factors for renewal or revocation of the school's charter contract, and that the authorizer reserves the right to

revoke or not renew a school's charter based on financial, structural, or operational factors involving the management of the school, or if not included agree to amend the Charter Contract accordingly to include these before award monies are distributed. The applicant school will provide a copy of the charter contract, and the State Charter Schools Foundation of Georgia will review the contract to ensure that student achievement is one of the most important factors for renewal or revocation of the charter.

7. [REDACTED] The applicant school certifies that it will maintain a high degree of autonomy, consistent with the charter contract and the requirements of ESEA § 4310 (2) and ESEA § 4303 (f)(2)(A), including the school's autonomy over budget, operations, and personnel decisions, and that they have sought, or will seek, all the appropriate automatic and non-automatic state waivers, and any necessary district waivers, to support the level of autonomy negotiated in their charter contract.

8. [REDACTED] The applicant school shall include important information on the website of the school, as required by ESEA § 4303 (f)(2)(G), to help parents and the community to make informed decisions about the education options available to their children, including information on the educational program, student support services, parent contract requirements (including any financial obligations or fees and information regarding textbook assistance), and enrollment criteria. This section requires the school to also provide annual performance, including the State Report card, and enrollment data for the student body and subgroups of students on its website.

Board Chair Signature: _____ [REDACTED] _____ Date: 07/01/2024

Name: Christina Lennon

Charter School/Network: Amana Academy, Inc.

Profiles: Amana Academy, Inc.

Applicant Information

Please provide the following information about the applicant charter school/network.

Name of Charter School/Network

Amana Academy, Inc.

School Identifier (NCES ID), if known

130228003535

Authorizer

Fulton County School District

Authorization Date

07/10/2024

Eligibility for CSP Subgrant

Expansion

Proof of Approved Expansion (expansion applicants only)

Amana Academy Contract 5.14.24.pdf

School Opening Date/Date of Expansion

07/10/2024

Name of Nonprofit Entity

Amana Academy, Inc.

Name of LEA

Fulton County Schools

LEA Identifier (NCES District ID), if known

██████████

Applicant Street Address

██

Applicant City

██████████

Applicant State

Georgia

Applicant Zip Code

██████████

Applicant County

Fulton

Proposed Location of New/Replicated School or Expansion Site

Proposed Street Address

285 S MAIN ST

Proposed Applicant City

ALPHARETTA

Proposed Applicant State

Georgia

Proposed Applicant Zip Code

30,009

Proposed Applicant County

United States

School/Network Website

https://amanaacademy.org

Management Organization Type

Freestanding

Virtual Status

Not virtual

Grant Contact

Missy Rahman

Contact Title

Director of Operations

Contact Email Address

[REDACTED]

Contact Phone Number

[REDACTED]

What school year will the school first enroll students? For expansion, what school year did the school first enroll students?

2005

Grades Offered during Grant Term (36 months from date of application)

Kindergarten, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th

Projected Number of Students for First Three Years of Operation/Expansion (by year)

For each year, note the projected number of students for this new school, replication, or as a result of the expansion (only the additional students from an expansion).

Year 1

776

Year 2

800

Year 3

832

Does/will the school use a weighted lottery?

No

Are current governing board members listed on the school's website? If no, provide an attachment with a list of board members.

Yes

Has the applicant school notified the charter school authorizer of intent to apply for this CSP subgrant?

Yes

Please upload a copy of the letter of intent to authorizer that the applicant is applying for a CSP SE subgrant.

CSP Application Notification to FCS_Amana Academy.pdf

User Login

[REDACTED]

Profiles: File Attachments

Proof of Approved Expansion (expansion applicants only)

Amana Academy Contract 5.14.24.pdf

Please upload a copy of the letter of intent to authorizer that the applicant is applying for a CSP SE subgrant.

CSP Application Notification to FCS_Amana Academy.pdf

CHARTER FOR AMANA ACADEMY

This Charter for **Amana Academy (“Charter School”)** is entered into by and among **Amana Academy, Inc. dba Amana Academy (“Petitioner”)**, the **Fulton County Schools Board of Education (“Local Board”)**, and the **State Board of Education (“State Board”)** (collectively referred to as “the parties”).

WHEREAS, the Petitioner submitted a petition to the Local Board proposing to establish a start-up charter school pursuant to O.C.G.A. § 20-2-2060 *et seq.*, the Charter Schools Act of 1998 (“Charter Schools Act”), and the Local Board approved the petition;

WHEREAS, the State Board finds that the petition complies with the provisions of the Charter Schools Act and the rules, regulations, policies, and procedures promulgated in accordance with O.C.G.A. § 20-2-2063 and further finds that the petition is in the public interest; and

WHEREAS, pursuant to O.C.G.A. § 20-2-2064.1, the State Board grants this Charter to permit Petitioner to operate the Charter School in accordance with the terms and conditions of this Charter.

NOW THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or State Board of Education rules or regulations, or the state accountability system, is amended otherwise.
 - a. **College and Career Ready Performance Index (“CCRPI”)**: 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. **Elementary and Secondary Education Act as Amended (“ESEA as Amended”)**: The federal education statute, originally passed by the U.S. Congress in 1965, that defines the role of the federal government in public education and authorizes many of the major federal education programs, including Title I. This Act was reauthorized by Congress in 2015 as the Every Student Succeeds Act (“ESSA”).
 - c. **Education Service Provider (“ESP”)**: A for-profit or non-profit organization that contracts with new or existing charter schools to provide services, including, but not

CHARTER AMANA ACADEMY

limited to, curriculum design, professional development, student assessments, financial and operational management, facilities management, and human resources management. An ESP may include Education Management Organizations (“EMOs”), Charter Management Organizations (“CMOs”), Education Service Organizations (“ESOs”), and others.

- d. **Georgia Department of Education (“GaDOE” or “Department”)**: The Georgia Department of Education is the state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
 - e. **Georgia Milestones Assessment System (“Georgia Milestones”)**: The Georgia Milestones Assessment System is a state-required assessment system to measure student acquisition of the knowledge and skills set forth in the state standards. Georgia Milestones is a consistent testing program that will be administered across grades three through twelve in the content areas of Reading, English/Language Arts, Mathematics, Science, Social Studies, and Writing.
 - f. **Local Educational Agency (“LEA”)**: A Local Educational Agency is the public authority legally constituted by the state as an administrative agency to provide control of and direction for kindergarten through Grade 12 public education institutions.
 - g. **Material term or provision**: A material term or provision is an important or substantial aspect in this Charter. A change to a material term or provision may alter the rights, obligations, interests, or relations of the parties.
 - h. **State Board of Education (“SBOE” or “State Board”)**: The State Board of Education is the constitutional authority that defines education policy for public K – 12 education agencies in Georgia.
2. **Charter Term**. This Charter is for Petitioner to operate the Charter School for a 5-year term beginning on **July 1, 2024** and expiring on **June 30, 2029**.
 3. **Grade Range and Enrollment**. The Charter School shall serve grades K-8. The Charter School’s total enrollment shall not exceed 862 students during the term of the Charter. If the Charter School seeks to exceed the enrollment of 862 students, it must seek an amendment to this Charter, to be agreed upon by each of the parties to this Charter. Any adjustments to the Charter School’s annual enrollment projections, up to the enrollment cap identified in this Charter, must be formally approved by the Local Board, which agrees to fund any additions above the annual projection for which it approves for the remainder of this Charter.

CHARTER AMANA ACADEMY

4. **Mission Statement.** The mission of the Charter School is “To prepare students for high academic achievement, beyond what they think possible, so they become active contributors to building a better world.”
5. **Essential or Innovative Features.** The Charter School will offer the following essential or innovative features during the Charter term:
 - Harvard-based EL Education model that promotes academic achievement, strong habits of character & scholarship, and high-quality student work.
 - GADOE STEM Certified, implementing Design Thinking to promote critical thinking and real-world problem solving.
 - World Language instruction in grades K-8, including Arabic and French
 - Single gender classrooms in middle grades (where schedules permit)
6. **Maximum Flexibility Allowed by Law.** In exchange for the Charter School’s agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 8 below, the State Board shall grant the maximum flexibility allowed by law to the Charter School. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by a local board of education, the State Board, or the Department. Notwithstanding this maximum flexibility, the Charter School shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 16 below, and any rules, regulations, policies, or procedures established by the State Board or the Department consistent with the Charter Schools Act.
7. **Accreditation.** If the Charter School serves grades 8-12, the Charter School shall maintain accreditation from an approved accrediting agency identified in O.C.G.A. § 20-3-519(6)(A)(i).
8. **Performance-based Goals and Measurable Objectives.** In exchange for the flexibility granted in Section 6 above, the Charter School agrees to meet or exceed the performance-based goals and measurable objectives that are designed to result in the improvement of student achievement as set forth by the State Board and Local Board in Appendix A (Charter Accountability and Consequences), which is incorporated in and attached to this Charter.
9. **Assessment and Accountability.** Notwithstanding Sections 6 and 8 above, the Charter School is subject to all accountability and assessment requirements set forth within Title 20 of the Official Code of Georgia Annotated, including, but not limited to, the accountability provisions of O.C.G.A. §§ 20-14-30 through 41, and any corresponding rules and regulations. The Charter School is further subject to all federal accountability requirements under the ESEA as Amended, subject to any amendment, waiver, or reauthorization thereof.

CHARTER AMANA ACADEMY

10. **Annual Report.** The Charter School shall submit an annual report by November 1 of each year to the Department. The annual report shall comply with all requirements set forth in O.C.G.A. § 20-2-2067.1(c), including, but not limited to, an indication of the Charter School's progress towards the goals and objectives stated in Appendix A below and all state-mandated assessment and accountability scores from the previous year, if available. The Charter School shall post the annual report on the school's website and make copies available to the community.
11. **Open Enrollment and Admissions.** The Charter School shall comply with the open enrollment and admissions provisions set forth in O.C.G.A. § 20-2-2066. Enrollment shall be open to any student in accordance with the following criteria:
 - a. **Attendance Zone.** The attendance zone for the Charter School shall be the Fulton County School System.
 - b. **Application.** To be eligible for enrollment at the Charter School, students residing in the attendance zone must submit a timely application to the Charter School in accordance with the deadline set by the Charter School. The Charter School may use applications only for the purpose of verifying the student's residence within the school's attendance zone and grade level and to obtain information to establish weights in an enrollment lottery, if applicable. The Charter School may not use admissions criteria or applications that would not otherwise be used at a traditional public school, including, but not limited to, requests for letters of recommendation, essays, resumes, or information regarding a student's school or community activities, grades, test scores, attendance record, or disciplinary history. The Charter School may gather other relevant information from students after enrollment is determined.
 - c. **Annual Enrollment.** The Charter School must offer at least one annual enrollment opportunity for each grade level served for which space is available.
 - d. **Random Lottery.** If the number of timely applicants received by the Charter School exceeds the approved enrollment cap or the capacity of a program, class, grade level, or building, the Charter School shall ensure that such applicants have an equal chance of being admitted through a random selection process in accordance with O.C.G.A. § 20-2-2066(a)(1)(A), except for educationally disadvantaged students who may be provided an increased chance of admission through a weighted lottery. The Charter School shall not conduct more than one lottery, per grade, per admissions cycle.

CHARTER AMANA ACADEMY

e. **Statutory Enrollment Priorities.** In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School shall give enrollment priority to the following categories of applicants and in the following priority:

- i. Siblings of currently enrolled students,
- ii. children of Governance Board members, and children of employees eligible under O.C.G.A. § 20-2-2066 (a)(1)(A)

f. **Weighted Lottery.** In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School may utilize a weighted lottery to provide an increased chance of admission to educationally disadvantaged students, as defined by State Board Rule.

12. **Withdrawal without Penalty.** The Charter School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. The Charter School agrees that a student may withdraw without penalty from the Charter School at any time and enroll in another public school in the local school system in which such student resides.

13. State and Federally Mandated Educational Services.

a. **Students with Disabilities.** The Charter School shall comply with all federal and state special education laws, rules, and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act. Special education teachers must have a bachelor's degree and must either be certified in special education or hold a special education license in Georgia.

b. **English Learners.** The Charter School shall comply with all applicable federal and state laws, rules, and regulations relating to the provision of educational services to English Learners.

c. **Remediation.** The Charter School shall provide remediation in required cases pursuant to State Board Rule 160-4-5-.01 and ESEA as Amended, subject to any amendment, waiver, or reauthorization thereof.

14. Governance Structure.

a. **Governing Board.** The Charter School shall utilize an autonomous governing body in the form of a Governing Board, which shall operate in accordance with its bylaws and Appendix B (Locally-Approved Charter School Partners Roles and Responsibilities Chart) of this Charter and which shall be responsible for complying with and carrying

CHARTER AMANA ACADEMY

out the provisions of this Charter, including compliance with all applicable law. Appendix B is incorporated in and attached to this Charter.

- b. **Function.** It shall be the function of the Governing Board to uphold the Charter School's mission and vision, to set policy for the Charter School, to work collaboratively with school officials to ensure the Charter School complies with the performance goals enumerated in Appendix A, to ensure effective organizational planning, and to ensure financial stability of the Charter School.
- c. **Autonomy.** The Governing Board shall exercise substantive control over such areas as policy, personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations, which are listed by way of example and not by limitation.
- d. **Annual Training.** The Governing Board shall receive initial training and annual training thereafter. Pursuant to O.C.G.A § 20-2-2072 and State Board Rule 160-4-9.06, the training shall include, but not be limited to, the best practices on school governance, the constitutional and statutory requirements relating to public records and meetings, and the requirements of applicable statutes and rules and regulations.
- e. **Public Meetings.** The Governing Board and its meetings, including emergency meetings, are subject to and shall comply with the Open and Public Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, and any subsequent amendment thereof. The Governing Board shall conduct regular meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the Charter School.
- f. **Public Records.** The Governing Board is subject to and shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, and any subsequent amendment thereof. The Governing Board shall maintain its adopted policies, budgets, meeting agendas, and minutes, and shall make such documents available for public inspection. The Charter School shall make the minutes of all Governing Board meetings available on its website within ten (10) business days after Governing Board approval and for the duration of the Charter.
- g. **Conflicts of Interest.** The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest. Members of the Governing Board and all individuals employed at the Charter School shall abide by such conflicts of interest policy. Upon request, the Charter School shall provide conflict of interest forms to the Local Board or Department demonstrating that Governing Board members are in compliance with the conflicts of interest policy.

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- h. **Public Status.** Petitioner assures that the Charter School shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia. Petitioner further assures that the Charter School shall not be home based.
- i. **Board Compensation.** Petitioner shall not compensate members of the Charter School's Governing Board in excess of reasonable expenses incurred in connection with actual attendance at board meetings or with performance of duties associated therewith.

15. Fiscal Control.

- a. **Financial Reporting Requirements.** The Charter School shall follow the financial requirements of the Charter Schools Section of the Department's Financial Management for Georgia Local Units of Administration Manual. The Charter School shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.
- b. **Annual Audit.** The Charter School shall have an annual financial audit.
 - i. The financial audit shall be conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit its annual financial audit to the State of Georgia by November 1st each year.
 - ii. A separate audit shall not be required for a school if the Charter School is included in the local school system audit conducted pursuant to O.C.G.A. § 50-6-6, but the Charter School will submit the local school system's audit to the State of Georgia by November 1st each year.
- c. **Base Per-Pupil Funding.** The base per-pupil funding amount is the local school system's good-faith estimate for the Charter term. Based on this estimate, the Local Board shall fund the Charter School at no less than a per-pupil base rate of \$11,184 provided that the amount of revenue received by the local school system is equal to the amount of state and local revenue on which the good faith estimate is based.
- d. **Chief Financial Officer.** The Charter School shall designate a Chief Financial Officer who shall possess the following minimum qualifications:
 - i. A baccalaureate or higher degree in business, accounting, or finance from an accredited college or university and a minimum of four (4) years' experience in a field related to business or finance; or

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- ii. Documented experience of ten (10) or more years in the field of business and financial management.
 - e. **Federal Funding and Monitoring Requirements.** The Charter School shall comply with all federal eligibility and monitoring requirements related to the application for and receipt of federal funds.
 - f. **Insurance.** The Charter School shall obtain adequate insurance coverage and the Charter School shall maintain such coverage throughout the Charter term in accordance with the laws of the State of Georgia. The Charter School shall obtain a Certificate of Insurance which shall name the Local Board and the State Board as additional insureds.
 - g. **Surplus Funds.** Any surplus funds remaining at the close of each fiscal year will be used to enhance the Charter School's academic program. Under no circumstances shall any surplus be distributed to the Charter School's employee(s), Governing Board member(s), or Education Service Provider. Nothing in this section shall be construed to prevent the Charter School from setting aside surplus funds in a reserve account or budgeting and awarding performance bonuses as part of their annual operating expenses.
 - h. **Federal Funding – Proportionate Share and In-Kind Services.** The Local Board shall distribute to the Charter School the proportionate amount of federal funds for which the Charter School is eligible under each federal program. Notwithstanding, the Petitioner and Local Board may enter into a two-party agreement that identifies how some or all of the Charter School's proportionate amount will be satisfied through the provision of in-kind services by the Local Board. The State Board is not a party to the in-kind services agreement. However, in accordance with O.C.G.A. § 20-2-2068.1, a copy of the in-kind services agreement between the Petitioner and Local Board is attached and incorporated as Appendix C (Agreement between Local Board and Charter School regarding the Use of Federal Funds for In-Kind Services).
 - i. **Responsibility for Debts.** The Charter School is solely responsible for all debts incurred by the Charter School and its Governing Board. Except as agreed hereto, the Local Board and the State Board shall not be contractually bound to the Charter School or to any third party with whom the Charter School has a contract or from whom the Charter School has purchased goods or services.
16. **Compliance with Other Laws, Rules, and Regulations.** The Charter School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws, rules, and regulations that may not be waived pursuant to O.C.G.A. § 20-2-2065, including, but not limited to:

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- a. **Civil Rights, Insurance, Health, Safety, and Conflicting Interests.** The Charter School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct.
- b. **Asbestos Remediation.** The Charter School shall comply with the terms of any applicable asbestos remediation plan.
- c. **Unlawful Conduct.** The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.
- d. **Student Conduct and Discipline.** The Charter School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.
- e. **State Board Rules.** The Charter School shall operate in accordance with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 6 above.
- f. **Prohibition on Discrimination.** The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, academic ability, the need for special educational services, or any other characteristic protected by local, state, or federal law.
- g. **Reporting Requirements.** The Charter School shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320, and 20-2-740.
- h. **Tuition.** The Charter School shall not charge tuition or fees to its students, except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.
- i. **Brief Period of Quiet Reflection.** The Charter School shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
- j. **Individual Graduation Plans.** The Charter School shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.
- k. **Family Educational Rights and Privacy Act.** The Charter School is subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. §

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1232g. In the event the Charter School closes, it shall transmit all official student records in the manner prescribed by the State Board or the Department.

- l. **Records Retention.** The Charter School shall be responsible for maintaining and retaining its records, including student records, employee records, and all corporate records related to the Charter School's operations in accordance with Georgia Law, State Board Rule, and this Charter. In the event that the Charter School closes, it shall provide for the maintenance, retrieval, and transmittal of all records in the manner prescribed by the State Board or the Department. Neither the Department nor the State Board shall be required to assume possession of the Charter School records.
- m. **QBE Formula Earnings.** The Charter School acknowledges that criteria used to calculate Quality Basic Education ("QBE") funding may not be waived.
- n. **Early Intervention Programs.** The Charter School shall comply with O.C.G.A. § 20-2-153 related to early intervention programs.

17. Education Service Providers.

- a. If the Charter School does not contract with an Education Service Provider at the time of execution of this Charter but later elects to contract with an Education Service Provider, such decision will require a charter amendment prior to execution of an agreement with an Education Service Provider.
- b. If the Charter School contracts with an Education Service Provider, the Charter School shall submit to the Local Board any proposed changes or amendments to the contract with the Education Service Provider, prior to agreeing to such changes, for the Local Board to determine whether such changes or amendments are material. A material change is a modification that alters the rights, obligations, interests, or relations of the Charter School or Education Service Provider. If the Local Board determines that the proposed changes or amendments are material, the Charter School shall provide notice to the State Board and the Local Board, at least thirty (30) days prior to signing the revised contract, for the State Board and Local Board to determine the impact, if any, on this Charter. The notice shall include a copy of the proposed changes and/or amendments to the contract between the Charter School and the Education Service Provider. If the proposed changes and/or amendments to the contract with the Education Service Provider are not material, then the Charter School does not have to send a copy of the proposed changes to the State Board.

18. **Compliance with the Rules, Practices, Policies, and Procedures of the Department.** The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the State Board and the Department.

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19. **Employment Matters.** Individuals employed at the Charter School shall not be considered employees of the State Board or the Department.

- a. **Background Checks.** The Charter School shall continue to utilize background check procedures and shall ensure that all prospective employees or any individual that will have substantial contact with students undergo a fingerprinting and background check prior to beginning work at the Charter School or having contact with students.
- b. **Teachers' Retirement System.** All qualified teachers at the Charter School shall be members of the Teachers Retirement System of Georgia ("TRS") and subject to its requirements. The Charter School is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements.
- c. **Teacher and Leader Evaluation.** The Charter School shall continue to implement the Teacher Keys Effectiveness System ("TKES") and Leader Keys Effectiveness System ("LKES") in accordance with O.C.G.A. §20-2-210(b)(1) and State Board Rule 160-5-1-1.37. The Charter School shall have at least two individuals credentialed in using TKES. If the most senior Charter School leader must be evaluated using LKES because he or she performs the duties of a principal as defined by State Board Rule 160-5-1-1.37, a member of the Governing Board, who is credentialed in using LKES, shall serve as his or her evaluator.

20. **Record Inspection.** Subject to state and federal laws, the State Board, the Department and their agents, and the State Auditor's office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the Charter School.

21. **Facilities.**

- a. **Approval of Site and/or Facility.** The Charter School shall maintain proper approval for all sites and/or facilities and obtain proper approval for all new sites and/or facilities, prior to commencing any new construction, and prior to student occupation of any new facilities. The Charter School shall contact the Department's Facilities Services Division regarding the following:
 - i. **Site Approval.** The Charter School shall maintain site approval received from the Facilities Services Division and obtain site approval for any new sites. Once new site approval has been granted, the Charter School will be issued an additional site code. The Charter School shall not commit to any certificate of

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lease or ownership, commence any construction, nor allow student occupation prior to site approval of any new sites and/or facilities.

- ii. **Architectural Review.** The Charter School shall submit and have approved by the Facilities Services Division all architectural plans for any new facility that will house any part of the Charter School during the Charter term. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to architectural review of the new facility.
 - iii. **School Code Approval.** After securing both site approval and architectural review approval, a new school code shall be obtained for the new site and/or facility. The Charter School shall contact its local school system's facilities department and make a request for a school code. The Charter School shall properly obtain a school code prior to occupancy of the new site and/or facility.
- b. Prior to opening any new Charter School site and/or facility, and prior to students occupying any new facility, the Charter School shall obtain and submit the following documents to the Department:
- i. **Documentation of Ownership or Lease Agreement.** The Charter School shall obtain documentation of ownership or the lease agreement for the new facility that will house all or part of the Charter School.
 - ii. **Certificate of Occupancy.** The Charter School shall obtain a Certificate of Occupancy for the facility in which all or part of the Charter School shall be located.
 - iii. **Emergency Safety Plan.** The Charter School shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185. This plan shall be submitted to the local emergency management agency and local law enforcement agency for approval.
22. **Transportation.** To the extent the Charter School offers a transportation program for its students, the Charter School shall ensure that the program complies with all applicable laws, rules, and regulations governing transportation of students.
23. **Food Services.** To the extent the Charter School offers a food service program, the Charter School shall ensure that the program complies with all applicable laws, rules, and regulations governing food service for students.

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24. Termination of Charter.

a. **Termination Grounds.** The Charter School may be terminated based on any of the following grounds:

- i. The Charter School's failure to timely implement the interventions set forth or approved by the Department;
- ii. The Charter School's failure to adhere to any material term of this Charter, including, but not limited to, failure to achieve the performance goals set forth in Section 8 above and Appendix A;
- iii. The Charter School's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;
- iv. The Charter School's failure to meet generally accepted standards of fiscal management;
- v. The Charter School's violation of applicable federal law, state law, local law, court orders, rules, or regulations;
- vi. The existence of competent substantial evidence that the continued operation of the Charter School would be contrary to the best interests of the students or the community;
- vii. The Charter School's failure to comply with any provision of the Charter Schools Act;
- viii. The existence of conditions that place the health, safety, or welfare of students or staff of the Charter School in danger;
- ix. The Charter School's failure to disclose material information regarding violations or potential violations of any material term of this Charter or applicable federal, state, or local laws, court orders, rules, or regulations; or
- x. The Local Board's failure to meet the principles and standards of charter school authorizing on the Local Board's annual evaluation for two consecutive years as required by O.C.G.A. § 20-2-2063.3 and the accompanying State Board Rule(s).

b. **Requests for Termination.** The termination of this Charter may be requested by a

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majority of the parents or guardians of the students enrolled in the Charter School, a majority of the faculty and instructional staff employed at the Charter School, the Local Board, or the State Board following the procedures identified in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.

- c. **Breach of Charter.** In the event the Charter School fails to comply with any material provision of this Charter, the Department shall notify the Charter School by (1) certified mail, postage prepaid, return receipt requested, (2) a nationally-recognized overnight courier, or (3) electronic mail with a confirmation copy sent by first class mail to the chairperson of the Governing Board. The nature and outcome of the breach shall be recorded in a memo and placed in the Charter School's file maintained by the Department.
 - d. **Termination Procedures.** The parties acknowledge and agree the procedure for terminating this Charter will follow the procedures outlined in State Board Rule 160-4-9-.06(4)(e).
 - e. **Distribution of Funds and Assets.** In the event the Charter School ceases operation for any reason, the Charter School and its Governing Board will be responsible for concluding the business and affairs of the Charter School and will cooperate with the Local Board and State Board to the extent necessary to provide an orderly return of the students to their local school. Any public surplus remaining at the time the Charter School ceases operation shall be remitted to the Local Board or State Board, whichever is appropriate, within 30 days of ceasing operations. Any furniture and equipment purchased with public funds shall be delivered to the Local Board or State Board, whichever is appropriate, within 30 days of ceasing operations. Neither the Local Board nor the State Board shall be responsible for the Charter School's unpaid debts in the event the Charter School does not have sufficient funds to pay all of its debts at the time it ceases operation. The date by which public surplus funds, furniture, and equipment shall be remitted to the Local Board or State Board under this Section may be extended for a reasonable period of time as determined by the Local Board or State Board; provided that, within thirty (30) days of the Charter School ceasing operation, the Governing Board makes a written request for an extension of time that describes the basis for the request.
25. **Pre-Opening Suspension.** In the event the Charter School fails to comply with any material provision set forth in this Charter that requires compliance prior to the opening of any new site and/or facility for the Charter School, the opening may be suspended until a time after all requirements have been fulfilled by the Charter School as determined by the Local Board and Department. Suspension will prohibit the extension of the Charter term set forth above in Section 2.

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26. **Renewal, Non-Renewal, and Probationary Term.**

- a. **Renewal.** The Charter may be renewed by agreement of the parties following the procedures set forth in the Charter Schools Act and accompanying State Board Rule.
- b. **Non-Renewal.** Any grounds for termination stated in Section 24(a) above also may be grounds for non-renewal. In addition, the State Board or Local Board may elect not to renew the Charter if the petition for renewal does not comply with the Charter Schools Act and the rules, regulations, policies, and procedures promulgated in accordance with the Charter Schools Act or if the State Board or Local Board deem that the Charter School has not sufficiently increased student achievement or is no longer in the public interest.
- c. **Probationary Term.** In the event the Charter School fails to comply with any provision of this Charter, the Local Board may elect to grant a renewal for a probationary term, pending approval by the State Board, within which term the Charter School must come into compliance satisfactory to the State Board and Local Board.

27. **Temporary Extension.** At the discretion of the Local Board and State Board, the Charter may be extended for a grace period not exceeding sixty (60) days. A temporary extension must be in writing and mutually agreed upon by the parties to this Charter.

28. **Amendments to the Charter.** Any term of this Charter may be amended in writing upon the approval of the Local Board, the State Board, and a majority of the Governing Board of the Charter School. Any proposed amendment shall be made in accordance with State Board Rule 160-4-9-.06 *et seq.*

29. **Mandatory Training.** The State Board reserves the right to require the Charter School to attend any training related to the responsibilities of a Charter School.

30. **Indemnification.**

- a. The Petitioner and the Charter School agree to indemnify, defend, and hold harmless the Local Board, the Local School System, the Department, and the State Board, their officials, officers, employees, agents, volunteers, and assigns (all of whom hereinafter may collectively be referred to as "Indemnitees"), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or

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litigation and investigative expenses, for bodily injury, personal injury, (including, but not limited to, the Charter School's employees), patent, copyright, or infringement on any intellectual property rights, or loss or destruction of property (including loss of use, damage or destruction of Indemnatee owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the Charter School or Petitioner, their employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to their performance of this Charter regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnatee.

- b. The Charter School and Petitioner shall be excused from their indemnification obligations above: (a) If the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of the Indemnatee seeking indemnification; or (b) If the Indemnatee fails to (i) provide written notice of the third party claim or suit within a reasonable time, or (ii) cooperate with reasonable requests of the Charter School or Petitioner related to the indemnification.
- c. The Charter School and Petitioner's obligations to indemnify any Indemnatee shall survive the completion, expiration, or termination of this Charter for any reason.

31. **Non-Agency.** The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the Local Board, the State Board, or the Department, except as required by law or this Charter. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Local Board, the State Board, or the Department to any third party.

32. **Delegation.** The parties acknowledge and agree that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the parties.

33. **Application of Amended Law.** This Charter is subject to applicable federal and state laws, rules, regulations, and state accountability requirements. Any amendments to laws, rules, regulations, or state accountability requirements cited herein will result in the correlative and immediate modification of this Charter without the necessity for executing a written amendment.

34. **Headings.** Section headings are for convenient reference only and are not part of the Charter. Section headings do not enlarge or limit any Section's contents.

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35. **Non-Waiver.** No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.
36. **Severability.** If any provision of this Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in full force and effect.
37. **Contradicting or Conflicting Provisions.** If any provision of the Charter is determined to contradict or conflict with any other provision of the Charter, the contradiction or conflict shall be resolved in favor of the broad flexibility guaranteed pursuant to O.C.G.A. § 20-2-2065 *et seq.*
38. **Governing Law and Venue.** This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. Any action brought by the Petitioner, Charter School, or Local Board against the State Board shall be brought in the Superior Court of Fulton County.
39. **Multi-Year Contracts Beyond Charter Term.** The Charter School shall not enter into a multi-year contract that extends beyond the length of the Charter term for the acquisition of goods, materials, services, or supplies, unless such contract contains the following provisions:
- a. The contract shall terminate absolutely and without further obligation on the part of the Charter School at the close of the fiscal year in which the Charter term concludes and at the close of each succeeding Charter term for which the contract may be renewed;
 - b. The contract may be renewed only by a positive action taken by the Charter School; and
 - c. The contract shall state the total payment obligation of the Charter School for the original contract term and each renewal shall state the total payment obligation that may be incurred in each subsequent Charter term, if renewed.

This section shall not apply to multi-year contracts to lease or purchase facilities, vehicles, or capital equipment.

40. **Entire Agreement.** With the exception of Appendix C which is a two-party agreement between the Petitioner and the Local Board, this Charter sets forth the entire agreement among the Petitioner, the Local Board, and the State Board with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings among the Petitioner, the Local Board, and the State Board are superseded by this Charter. The petition submitted to the Local Board and the State Board serves only as the

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formal application for the Charter School and does not constitute a contract or any type of agreement among the Local Board, the State Board, and the Petitioner.

41. **Counterparts.** The Parties agree that this Charter may be executed in one or more counterparts which, when taken together, shall constitute one agreement. All faxed or scanned and emailed counterpart signature copies of this Charter shall be as effective and binding as original signatures.

Chairperson,
GEORGIA STATE BOARD OF EDUCATION

(Date)

Authorized Representative,
AMANA ACADEMY, INC.
DBA AMANA ACADEMY

(Date)

Chairperson,
FULTON COUNTY SCHOOLS
BOARD OF EDUCATION

(Date)

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Appendix A – Charter Accountability and Consequences

ACCOUNTABILITY REQUIREMENTS

The Local Board and State Board shall hold the Charter School accountable for the full performance of the performance framework standards listed below. In the event that data are not available to make a determination regarding one of the goals below, the Department and the Local Board shall use the remaining goals to decide if the school has met its accountability requirements.

The Charter School will receive a report on its performance on each of the standards below from the Department as they become available. The report will include any interventions or consequences that need to be implemented by the Charter School.

Note: Accountability for the last year of the Charter term will occur during the first year of a renewal charter, if granted.

I. **ACADEMIC PERFORMANCE STANDARDS**

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

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

- a. Increase its CCRPI score by at least 4% of the gap between 100 and the Charter School’s previous year CCRPI score in each grade band served (elementary, middle, and/or high school);

OR

- b. Increase its CCRPI Content Mastery score by at least 10% of the gap between 100 and the Charter School’s previous year CCRPI Content Mastery score in each grade band served (elementary, middle, and/or high school);

OR

- c. Increase its CCRPI Progress score by at least 10% of the gap between 100 and the Charter School’s previous year CCRPI Progress score in each grade band served (elementary, middle, and/or high school).

Second Look – School-Local School System Comparisons. If a charter school does not achieve at least one of the “First Look” School Performance Gap Closure standards, consideration will be given for achieving one of the “Second Look” School-Local School System Comparison standards. The secondary academic outcome Georgia seeks from its

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local charter schools is that they *do better than the district or district schools to which their students would otherwise attend*. Performance standards include whether the school exceeds the CCRPI score (CCRPI, Content Mastery, or Progress) of its authorizing local school system or of the average of the three local school system schools to which a majority of the charter school's students would otherwise be zoned ("majority comparison schools").

- a. Exceed the CCRPI score of the authorizing local school system or the local school system majority comparison schools;

OR

- b. Exceed the CCRPI Content Mastery scores of the authorizing local school system or the local school system majority comparison schools;

OR

- c. Exceed the CCRPI Progress scores of its authorizing local school system or of the local school system majority comparison schools.

Goal 2: During each year of its Charter term, the Charter School will perform at the level required to stay off the list of Targeted Support and Improvement ("TSI") and Comprehensive Support and Improvement ("CSI") schools published annually by GaDOE.

II. SCHOOL CLIMATE PERFORMANCE STANDARDS

Goal 3: The Charter School shall achieve and maintain a School Climate Star Rating of 4 or more stars during its Charter term.

III. FINANCIAL PERFORMANCE STANDARDS

Goal 4: During each year of its Charter term, the Charter School shall achieve all five of the following financial performance standards.

- a. Not be in default of loan or bond covenant(s) and not be delinquent with debt services payment;

AND

- b. Achieve a Current Ratio (Working Capital Ratio) that is greater than 1.0 and one-year trend is positive;

AND

- c. Possess a Debt to Asset Ratio that is less than 95 percent;

AND

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- d. Unrestricted Days Cash (Total Expenses/365) is greater than 45 days and the one- year trend is positive;

AND

- e. The Charter School received and submitted to GaDOE by November 1 an annual independent audit with an opinion of the auditor regarding the accuracy of the Charter School's accounting records, financial position, change in financial position, compliance with rules of various governing entities, including GAGAS (Generally Accepted Government Auditing Standards, i.e. the "Yellow Book") or, for those schools not yet converted to GAGAS, compliance with GAAP (Generally Accepted Accounting Principles) that includes:
- An unmodified audit opinion;
 - An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses;
 - An audit that does not include a going concern disclosure in the notes or an explanatory paragraph; and
 - No other adverse statement indicating noncompliance with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight.

IV. GOVERNANCE PERFORMANCE STANDARDS

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

- a. All Governing Board members complied with all applicable open governance requirements, including the Georgia Open Meetings Act and the Georgia Open Records Act;

AND

- b. All Governing Board members attended all required training, including all training required for any new Governing Board members;

AND

- c. The Board met a minimum of seven (7) times;

AND

- d. The Charter School's leadership and Governing Board successfully implemented the Teacher and Leader Keys Effectiveness System as verified by GaDOE;

AND

- e. All Governing Board members acted in accordance with the *Standards for Effective Governance of a Georgia Non-Profit School Governing Board*;

AND

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

Goal 6: By the last year of its Charter term, the Charter School shall implement all Essential or Innovative Features as defined in Section 5 of the Charter in all material respects.

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V. LEGAL COMPLIANCE PERFORMANCE STANDARDS

Goal 7: During each year of its Charter term, the Charter School shall implement all legal requirements included in federal and state law, rules, and regulations and in its Charter.

Goal 8: The Charter School shall not do anything which results in GaDOE or the authorizing local school system(s) placing the Charter School on probation more than two times in a single school year (July 1 to June 30).

Goal 9: The Charter School shall not do anything which results in GaDOE or the authorizing local school system(s) placing it on probation more than three times during its Charter term.

ACCOUNTABILITY MONITORING AND REVIEW

The Local Board and State Board shall hold the Charter School accountable for the full performance of the goals outlined in this Charter.

The Local Board is responsible for the annual monitoring and review of the Charter School for full performance of this Charter.

The Department will monitor and review the Charter School for full performance of this Charter.

The State Board shall hold the Local Board accountable for effective authorizing practices in support of this Charter.

The Department will monitor and review the Local Board for effective authorizing practices.

CONSEQUENCES

Failure to meet the goals outlined in this Charter may result in consequences up to and including intervention, probation, termination, or recommendation for nonrenewal.

CHARTER AMANA ACADEMY

Appendix B – Locally-Approved Charter School Partner Roles and Responsibilities Chart

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

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.

CHARTER AMANA ACADEMY

Locally-Approved Charter School Partners Roles and Responsibilities Chart

Financial Decisions and Resource Allocation (cont'd)	Locally-Approved Charter School Partners Roles and Responsibilities Chart					
	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Ensure school receives all per-pupil and other funding to which it is entitled by agreement with the local district (its fiscal agent)	✓	✓	✓			
Raise additional funds through fundraising efforts	✓	✓				
Exercise discretion over expenditure for all state and local funds and, as permissible, federal funds		✓				
Final school budget approval	✓					
Establish financial policies and standard operating procedures	✓	✓				
Maintain a reserve fund		✓				
Determine facility uses		✓	✓			
Ensure sound fiscal management and monitor budget implementation	✓	✓				
Curriculum and Instruction						
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 seek 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		✓			✓	

Locally-Approved Charter School Partners Roles and Responsibilities Chart

	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Select 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		✓	✓			
Establishing and Monitoring the Achievement of School Improvement Goals						
Complete self-assessment based on Georgia School Performance Standards Improvement plan)		✓			✓	
Develop actions, strategies, and interventions with faculty and staff (i.e., school improvement plan)		✓			✓	
Set a timeline 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		✓				

CHARTER AMANA ACADEMY

Locally-Approved Charter School Partners Roles and Responsibilities Chart

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

CHARTER AMANA ACADEMY

Locally-Approved Charter School Partners Roles and Responsibilities Chart						
School Operations (cont'd)	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Establish school size	✓	✓				
Establish school grade span different from typical primary, elementary, middle, and high public school models (e.g., 4-8, K-8, K-12)	✓	✓				
Establish attendance policies		✓				
Establish student code of conduct and behavior policies, plans, processes, and formats		✓				
Adopt and implement a marketing plan that is inclusive in its recruitment and retention of all students	✓	✓				
Ensure access to support to address the physical, social, financial, and emotional needs of students in the school		✓	✓			

*The LBCE retains its constitutional authority

Authorized Representative,

(Date)

Appendix C – Agreement between Local Board and Charter School regarding the Use of Federal Funds for In-Kind Services

Appendix C is a two-party agreement between Fulton County Schools (“Local Board”) and Amana Academy (“Charter School”) regarding in-kind services provided to the Charter School.

~~WHEREAS, the Local Board and Charter School agree that the Local Board will use a portion or~~
all of the Charter School’s federal funds to provide in-kind services to the Charter School.

NOW THEREFORE, in consideration for the promise made herein, the Local Board and the Charter School agree that the in-kind services outlined in the table below will be provided by the Local Board to the Charter School for the remainder of the charter term.

Table C.1. In-Kind Services

Federal Funding Source	Description of in-kind services
Title IV (IDEA) Grant	Special Education Charter School Coordinator Support

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

Chairperson, [Redacted]
BOARD OF EDUCATION

(Date)

Authorized Representative, [Redacted]

(Date)



July 10, 2024

Andrea Cooper Gatewood
Fulton County School District



Dear Andrea,

Amana Academy, Inc. is honored to operate as a charter school authorized within the Fulton County Schools System. During our recent charter renewal in May 2024, we submitted for an increase in student capacity of 105 seats. A growth of this size is within the eligibility requirements for an expansion grant through the CSP Subgrant via the State Charter School Commission Foundation. Per their requirements, this letter serves to inform Fulton County Schools that we intend to apply for this opportunity to secure funding that will help our school meet the need of a potential increase of students over the coming years.

Signed,



Ehab Jaleel
Executive Director



P. 678.624.0989
F. 678.624.0892

www.amanaacademy.org

285 South Main Street
Alpharetta, GA 30009

External Evaluator Review: [REDACTED] | 2024-08-04

Name	Attachments
[REDACTED] 2024-08-04	No
[REDACTED] 2024-08-02	No
[REDACTED] 2024-08-01	No

Review Completed Date

08/04/2024

Application

Amana Academy, Inc.

Reviewer

[REDACTED]

Reviewer Assignment

Tag type:individual

Responsiveness to community need

On a scale of 1 to 30, where 1 is lowest and 30 is highest, how would you rate the applicant's responsiveness to community need? Applicants should provide evidence of community engagement and outreach. Applicants proposing to expand or replicate in an area of high charter school concentration must demonstrate community need for the unique model. All applicants must present a comprehensive needs analysis as a part of their application demonstrating local support, benefits to the community, evidence of the demand, and demographic projections (supporting a new charter school). Applicants will be rated based on the completeness of their analysis, benefit to the local community, and likelihood to achieve enrollment goals. Applicants should also describe ongoing effective parent, family, and community engagement strategies.

27

Comments - Responsiveness to community need (optional)

Enrollment numbers are increasing despite the downward trend of other schools. The organization also shows evidence of a high quality charter school.

Growth mindset

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's growth mindset? Applicants should demonstrate their willingness to engage in open, transparent conversations with the SCSF and technical assistance providers and to welcome feedback with an open mind.

9

Comments - Growth mindset (optional)

Several listening sessions are held along with the distribution of surveys. The addition of a parent liaison to capture parent feedback.

Commitment

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's commitment? Applicants must demonstrate their willingness and capacity to adhere to the conditions of any subgrant awards and carry out the goals they set for the subgrant. Applicants must agree to attend all mandatory technical assistance opportunities, submit all required reports, and participate fully in monitoring activities.

10

Comments - Commitment (optional)

The school has added an accountant to manage funds and is familiar with the grant through previous usage.

Readiness

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's readiness? Applicants must demonstrate their readiness to plan for and carry out the opening of a new charter school, replication of an existing charter school, or expansion of an existing charter school. For new schools, the evaluation team will seek evidence of adequate planning and qualified team members to carry out the academic model approved in the charter and sound operations. For replications and expansions, the evaluation team will review current and historical academic and operational performance, eligibility for expansion or replication, and mitigating factors.

9

Comments - Readiness (optional)

The prior expansion team will be used to work with this expansion. New staff and leadership are currently working under CSF guidance to meet the expansion needs.

Racial and Socio-economic Diversity

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's racial and socio-economic diversity? All applicants must explain how they will establish and maintain a racially and socio-economically diverse student population and endeavor to recruit faculty and staff who are similarly diverse. If an applicant is proposing a location in a segregated/isolated community and/or offers a culturally responsive educational model, this requirement may be waived at the discretion of the Selection Committee.

8

Comments - Racial and Socio-economic Diversity (optional)

The recruitment of a diverse faculty was not made clear. Increasing the availability of transportation to varied areas of Fulton County helps to increase the diversity of socio-economic student body populations.

Budget Quality & Financial Sustainability

Please evaluate the budget on a scale of 1 to 30. Applicants should present a complete grant budget that adheres to the allowable cost guide and meets the objectives of the CSP SE Grant. Reviewers will look for adequate rationale in the budget narrative for each budget category and sufficient detail to demonstrate that the applicant has a realistic plan for utilizing subgrant funds within the grant period. Applicants should demonstrate a plan for maintaining financial sustainability after the end of the subgrant period.

28

Comments - Budget Quality & Financial Sustainability (optional)

Bonus Points

Does the applicant qualify for locating in a priority community?

No

Does the applicant propose offering high school?

No

Does the applicant propose a collaboration with a local public school or district to share resources and/or otherwise serve vulnerable populations?

No

Comments - Bonus Points (optional)

Score Before Bonus Points

91

Total Score

91

Comments - Overall (required)

Overall the expansion grant has the key elements listed for the grant. The organization has had the CSP grant with the last 5 years but has shown positive educational results in the last 3 years. The budget is through and accounts for the additional students which will be serviced by the applicant.

Review Completed Date

08/02/2024

Application

Amana Academy, Inc.

Reviewer

[REDACTED]

Reviewer Assignment Tag

type:individual

Responsiveness to community need

On a scale of 1 to 30, where 1 is lowest and 30 is highest, how would you rate the applicant's responsiveness to community need? Applicants should provide evidence of community engagement and outreach. Applicants proposing to expand or replicate in an area of high charter school concentration must demonstrate community need for the unique model. All applicants must present a comprehensive needs analysis as a part of their application demonstrating local support, benefits to the community, evidence of the demand, and demographic projections (supporting a new charter school). Applicants will be rated based on the completeness of their analysis, benefit to the local community, and likelihood to achieve enrollment goals. Applicants should also describe ongoing effective parent, family, and community engagement strategies.

28

Comments - Responsiveness to community need (optional)

Strong focus on partnership and community

Growth mindset

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's growth mindset? Applicants should demonstrate their willingness to engage in open, transparent conversations with the SCSF and technical assistance providers and to welcome feedback with an open mind.

10

Comments - Growth mindset (optional)

Commitment

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's commitment? Applicants must demonstrate their willingness and capacity to adhere to the conditions of any subgrant awards and carry out the goals they set for the subgrant. Applicants must agree to attend all mandatory technical assistance opportunities, submit all required reports, and participate fully in monitoring activities.

10

Comments - Commitment (optional)

Readiness

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's readiness? Applicants must demonstrate their readiness to plan for and carry out the opening of a new charter school, replication of an existing charter school, or expansion of an existing charter school. For new schools, the evaluation team will seek evidence of adequate planning and qualified team members to carry out the academic model approved in the charter and sound operations. For replications and expansions, the evaluation team will review current and historical academic and operational performance, eligibility for expansion or replication, and mitigating factors.

10

Comments - Readiness (optional)

Racial and Socio-economic Diversity

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's racial and socio-economic diversity? All applicants must explain how they will establish and maintain a racially and socio-economically diverse student population and endeavor to recruit faculty and staff who are similarly diverse. If an applicant is proposing a location in a segregated/isolated community and/or offers a culturally responsive educational model, this requirement may be waived at the discretion of the Selection Committee.

8

Comments - Racial and Socio-economic Diversity (optional)

More information on strategic efforts to ensure similarly diverse faculty and staff

Budget Quality & Financial Sustainability

Please evaluate the budget on a scale of 1 to 30. Applicants should present a complete grant budget that adheres to the allowable cost guide and meets the objectives of the CSP SE Grant. Reviewers will look for adequate rationale in the budget narrative for each budget category and sufficient detail to demonstrate that the applicant has a realistic plan for utilizing subgrant funds within the grant period. Applicants should demonstrate a plan for maintaining financial sustainability after the end of the subgrant period.

25

Comments - Budget Quality & Financial Sustainability (optional)

Although marketing is needed, that amount seems like a higher percentage of the award amount than I would like to see.

Bonus Points

Does the applicant qualify for locating in a priority community?

Yes

Does the applicant propose offering high school?

No

Does the applicant propose a collaboration with a local public school or district to share resources and/or otherwise serve vulnerable populations?

No

Comments - Bonus Points (optional)

Score Before Bonus Points

91

Total Score

101

Comments - Overall (required)

Unique opportunity for diverse learners with a focus on STEM

Review Completed Date

08/01/2024

Application

Amana Academy, Inc.

Reviewer

Reviewer Assignment Tag

type:individual

Responsiveness to community need

On a scale of 1 to 30, where 1 is lowest and 30 is highest, how would you rate the applicant's responsiveness to community need? Applicants should provide evidence of community engagement and outreach. Applicants proposing to expand or replicate in an area of high charter school concentration must demonstrate community need for the unique model. All applicants must present a comprehensive needs analysis as a part of their application demonstrating local support, benefits to the community, evidence of the demand, and demographic projections (supporting a new charter school). Applicants will be rated based on the completeness of their analysis, benefit to the local community, and likelihood to achieve enrollment goals. Applicants should also describe ongoing effective parent, family, and community engagement strategies.

20

Comments - Responsiveness to community need (optional)

Enrollment at the charter school has been steady—year 1 at 776, year 2 at 800, and year 3 at 832. The request is for an increase in student capacity of 105 seats.

The Charter is offering Harvard-based EL Education model that promotes academic achievement, strong habits of character and scholarship, and high-quality student work; GDOE STEM certified, implementing Design Thinking to promote critical thinking and real-world problem solving, world language instruction in grades K8, including Arabic and French; and single gender classrooms in middle grades (when possible).

I did not see the evidence I had hoped to find regarding specifics on community need.

Growth mindset

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's growth mindset? Applicants should demonstrate their willingness to engage in open, transparent conversations with the SCSF and technical assistance providers and to welcome feedback with an open mind.

10

Comments - Growth mindset (optional)

Goal is to increase their CCRPI score each year until they reach 100; increase score by 4% of the gap between 100 and the Charter School's previous year CCRPI score or increase CCRPI Content Mastery Score by at least 10% or increase CCRPI progress score by at least 10% of the gap between 100 and previous year.

Commitment

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's commitment? Applicants must demonstrate their willingness and capacity to adhere to the conditions of any subgrant awards and carry out the goals they set for the subgrant. Applicants must agree to attend all mandatory technical assistance opportunities, submit all required reports, and participate fully in monitoring activities.

9

Comments - Commitment (optional)

Charter is committed to exceed the CCRPI score, the CCRPI content mastery scores or the CCRPI progress scores of the authorizing local school system (Fulton Co).

Readiness

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's readiness? Applicants must demonstrate their readiness to plan for and carry out the opening of a new charter school, replication of an existing charter school, or expansion of an existing charter school. For new schools, the evaluation team will seek evidence of adequate planning and qualified team members to carry out the academic model approved in the charter and sound operations. For replications and expansions, the evaluation team will review current and historical academic and operational performance, eligibility for expansion or replication, and mitigating factors.

9

Comments - Readiness (optional)

The Charter appears to be ready for the expansion with requirements for the governing board members: comply with open governance requirements, attend all required training, meet minimum of 7 times, implement TKES and LKES, follow standards, reflect the sociodemographic diversity of the community it serves.

Racial and Socio-economic Diversity

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's racial and socio-economic diversity? All applicants must explain how they will establish and maintain a racially and socio-economically diverse student population and endeavor to recruit faculty and staff who are similarly diverse. If an applicant is proposing a location in a segregated/isolated community and/or offers a culturally responsive educational model, this requirement may be waived at the discretion of the Selection Committee.

6

Comments - Racial and Socio-economic Diversity (optional)

The charter application does discuss a random selection process but mentions exceptions for educationally disadvantaged students who may be provided an increased chance of admission through a weighted lottery (although the "applicant information" answers no to a weighted lottery).

Budget Quality & Financial Sustainability

Please evaluate the budget on a scale of 1 to 30. Applicants should present a complete grant budget that adheres to the allowable cost guide and meets the objectives of the CSP SE Grant. Reviewers will look for adequate rationale in the budget narrative for each budget category and sufficient detail to demonstrate that the applicant has a realistic plan for utilizing subgrant funds within the grant period. Applicants should demonstrate a plan for maintaining financial sustainability after the end of the subgrant period.

27

Comments - Budget Quality & Financial Sustainability (optional)

The Charter School is committed to achieve all five of its financial performance standards: not be in default of loan or bond covenant(s) and not be delinquent with debt services payment, achieve a current ratio that is greater than 1.0 and one-year trend is positive, possess a debt to asset ratio that is less than 95%, unrestricted days cash is greater than 45 days, and submit an annual independent audit to GDOE by November 1.

Bonus Points

Does the applicant qualify for locating in a priority community?

No

Does the applicant propose offering high school?

No

Does the applicant propose a collaboration with a local public school or district to share resources and/or otherwise serve vulnerable populations?

Yes

Comments - Bonus Points (optional)

Score Before Bonus Points

81

Total Score

86

Comments - Overall (required)

The Charter application is good but missed the opportunity to sell the community need. There was also a contradiction within that made it a bit confusing.

