



BRIGHTEN ACADEMY

Board Policy Manual

Organization

This policy manual is organized in the following manner: Codes include a policy topic letter followed by a number. Policy topic letter codes are listed below:

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| <i>Policy Topics</i> |
| <i>A – Organization</i> |
| <i>B – Board</i> |
| <i>C – Operations</i> |
| <i>D - Fiscal Management</i> |
| <i>E - Facilities and Grounds</i> |
| <i>F – Personnel</i> |
| <i>G - Academic and Extracurricular Programs</i> |
| <i>H – Students</i> |
| <i>I - Stakeholder Relations</i> |
| <i>J - Relationship with Other Educational Agencies</i> |

For example, a policy related to personnel may be coded: F84 (F for Personnel and #84, as it is the 84th policy adopted under the Personnel topic.)

Exhibits (E) and Regulations (R) shall follow the same format. Exhibits and Regulations may stand alone and have an independent code or may be related to an established policy, and thus, will share the policy code and include the E or R extension and number. For example, an Exhibit may be coded: F84-E1 (the exhibit is related to the policy in the example above and is the first exhibit, depicted by the #1.)

The board secretary or other designee shall maintain a record of all policies and the dates of adoption, revision, or repeal.

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The policies described below can be found in the referenced documents:

| Policy Name | Policy Topic | Reference | Type |
|--------------------------------------|---------------------|------------------|-------------|
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| Board Meeting Summaries and Minutes | Board | By-Laws | Policy |
| Board Meetings | Board | By-Laws | Policy |
| Board Member Removal and Resignation | Board | By-Laws | Policy |
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| Board Member Terms | Board | By-Laws | Policy |
| Board Quorum | Board | By-Laws | Policy |
| Board Responsibilities | Board | By-Laws | Policy |
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| Responsibility of Board Officers | Board | By-Laws | Policy |
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| Audits | Fiscal Management | Charter | Policy |
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| School Organization Plan | Organization | Charter | Policy |

Board Functions and Responsibilities Calendar

B1-E1

January

| Items of Information to be presented to Board | Person Responsible |
|---|--|
| Facilities Report Financial Reports PTO Updates Discipline Data EL Mid-Year Review Enrollment Data | Administration Board Treasurer or Designee PTO Officer or Designee Administration Administration Administration |
| Items Requiring Board Action | Person Responsible |
| Fundraising Plan for Upcoming Year Budget Prep Timeline Board Election Timeline Policy Review Board Self-Reflection, Review of Board Standards Mid-Year Evaluation of School Leader Update Strategic Plan | CARD Committee Finance Committee Executive Committee Policy Committee Executive Committee Executive Committee All Committees |
| Administrative Action | Person Responsible |
| Accounting/payroll Reconciliation Budget Timeline developed Safety Drills Letter of Intent Issued to certified staff Mid-Year Review all Staff (TKES and LKES) Screen/Post new positions MAP testing Update ILP and Mid-Year Benchmarks Re-Enrollment Instructional Supplies for Second Semester School Tours/ Informational Sessions Re-adjust Optional Benefits Cost | CFO, Director of Finance and Human Resources CFO, Administration Administration Administration Administration Administration/Teachers Administration/Teachers Administration/Teachers Student Services and Director of Finance and Human Resources Administration/Teachers Administration/Teachers Student Services and Director of Finance and Human Resources |
| Meetings/Events | Person Responsible |
| SBOE Charter Committee Meetings Local Chamber Spirit Night Legislative Updates | |

February

| Items of Information to Be presented to Board | Person Responsible |
|---|--|
| Facilities Report Financial Reports PTO Updates Discipline Data Curriculum Update Enrollment Data MAP Data Presentation School Survey Data | Administration Board Treasurer PTO Officer or Designee Administration Administration Administration Administration Administration |
| Items Requiring Board Action | Person Responsible |
| Allotments Approved for next School Year Board Election Update Policy Review Review Bylaws Board Training/Retreat Timeline Business Development Timeline, Goals Facilities/Maintenance Plan for upcoming School Year Update Strategic Plan | Administration Executive Committee Policy Committee Executive Committee Executive Committee Finance Committee/CARD Committee Administration/Facility Committee All Committees |
| Administrative Action | Person Responsible |
| Accounting/payroll Recon Budget Timeline developed Safety Drills TKES Survey Update ILP and Mid-Year Benchmarks Open Enrollment Instructional Supplies for Second Semester Grade Level Surveys | CFO, Director of Finance and Human Resources CFO, Administration Administration Administration Administration/Teachers Student Services and Director of Finance and Human Resources Administration/Teachers Administration/Teachers |
| Meetings/Events | Person Responsible |
| SBOE Charter Committee Meetings Local Chamber Spirit Night Legislative Updates Beta Club Induction | |

March

| Items of Information to Be presented to Board | Person Responsible |
|---|--|
| Facilities Report | Administration |
| Financial Reports | Board Treasurer |
| PTO Updates | PTO Officer or Designee |
| Discipline Data | Administration |
| Curriculum Update | Administration |
| Enrollment Data | Administration |
| Items Requiring Board Action | Person Responsible |
| Fundraising Plan for Upcoming Year, Contracts presented, Expenses Submitted for Budget | CARD Committee/Administration |
| Board Election Update/Interview Candidates | Executive Committee |
| Policy Review | Policy Committee |
| Revise Bylaws if Needed | Executive Committee |
| Administrative Action | Person Responsible |
| Accounting/Payroll Reconciliation | CFO, Director of Finance and Human Resources |
| Budget Prep | CFO, Administration |
| Safety Drills | Administration |
| Prepare Contracts | Administration |
| Lottery | Administration |
| Draft Schedule | Administration |
| CPI Report | Administration |
| Screen/Post new positions | Administration |
| Board Training/Retreat Budget Submitted | Executive Committee |
| Business Development Plan with Budget | Finance/CARD Committee |
| Facilities/Maintenance Plan with Budget | Facilities Committee/Administration |
| Meetings/Events | Person Responsible |
| SBOE Charter Committee Meetings | |
| Local Chamber | |
| Spirit Night | |
| Legislative Updates | |

April

| Items of Information to Be presented to Board | Person Responsible |
|---|--|
| Facilities Report Financial Reports PTO Updates Discipline Data Curriculum Update Enrollment Data | Administration Board Treasurer PTO Officer or Designee Administration Administration Administration |
| Items Requiring Board Action | Person Responsible |
| Contracts for Certified Staff Approved Board Candidates to PTO Board Conflict of Interest Updated Policy Review Update Strategic Plan | Board Board Board Policy Committee All Committees |
| Administrative Action | Person Responsible |
| Accounting/payroll Reconciliation Budget Safety Drills Contracts Issued GMAS Schedule Finalized | CFO, Director of Finance and Human Resources CFO, Administration Administration Administration Administration/Teachers Administration |
| Meetings/Events | Person Responsible |
| SBOE Charter Committee Meetings Local Chamber Spirit Night Legislative Updates | |

May

| Items of Information to Be presented to Board | Person Responsible |
|--|---|
| Facilities Report Financial Reports PTO Updates Discipline Data Curriculum Update Enrollment Data | Administration Board Treasurer PTO Officer or Designee Administration Administration Administration |
| Items Requiring Board Action | Person Responsible |
| Budget Hearing Evaluate School Leader Set Board Meeting Schedule for Upcoming Year Set Board Level Events for Upcoming Year Policy Review Accreditation Review (Every 2.5 years) Update Strategic Plan | Board Executive Committee Executive Committee Executive Committee Policy Committee Administration All Committees |
| Administrative Action | Person Responsible |
| Accounting/payroll Reconciliation Budget Safety Drills EOY Evaluations/Conferences GMAS Retest MAP Assessment Register and Test New Students Inventory Student Schedules Completed by End of Post Planning SLC, ILP, and Passages Completed | CFO, Director of Finance and Human Resources CFO, Administration Administration Administration Administration/Teachers Administration/Teachers Administration Staff Administration Staff |
| Meetings/Events | Person Responsible |
| SBOE Charter Committee Meetings Board Elections Spirit Night Local Chapter Kindergarten and 8th grade Graduation | PTO |

June

| Items of Information to be Presented to Board | Person Responsible |
|---|--|
| Facilities Report Financial Reports PTO Updates Discipline Data Curriculum Update Enrollment Data | Administration Board Treasurer PTO Officer or Designee Administration Administration Administration |
| Items Requiring Board Action | Person Responsible |
| Second Budget Hearing Evaluate School Leader Set Board Meeting Schedule for Upcoming Year Set Board Level Events for Upcoming Year Approve Contracts Policy Review Review Board Calendar (B1-E1) New Board Member Orientation/Shadowing Update Strategic Plan | Board Executive Committee Executive Committee Executive Committee Board Policy Committee Policy Committee Board All Committees |
| Administrative Action | Person Responsible |
| Accounting/payroll Reconciliation Budget GMAS Retest Register New Students Inventory Records Retention Purge Transfer/Withdrawal Schedule for next year entered in IC CPI CCRPI Data Transmission Parent Handbook/Student Handbook Revision Supplies Ordered for next year | CFO, Director of Finance and Human Resources CFO, Administration Administration/Teachers Administration Staff Administration Administration Administration Administration Administration Administration Administration |
| Meetings/Events | |
| SBOE Charter Committee Meetings Local Chamber | |

July

| Items of Information to be Presented to Board | Person Responsible |
|---|---|
| Facilities Report Financial Reports Curriculum Update Enrollment Data Parent and Student Handbook Review Yearly Calendar School Improvement Work Plan Review | Administration Board Treasurer or Designee Administration Administration Administration Administration Administration |
| Items Requiring Board Action | Person Responsible |
| FINAL Budget Approved Review Timelines/Goals Policy Review Update Strategic Plan | Board All Committees Policy Committee All Committees |
| Administrative Action | Person Responsible |
| Accounting/Payroll Reconciliation Budget Master Schedule Phone Tree Updated Class Rosters New Parent Orientation Plan Register New Students Inventory Audit Records Retention Purge Transfer/Withdrawal Schedule for next year entered in IC CCRPI Data Transmission Parent Involvement Hours New Staff Mentor Program Audit Prep | CFO, Director of Finance and Human Resources CFO, Administration Administration Administration Administration Administration Administration Staff Administration Administration Administration Administration Administration Administration CFO/Director of Finance and Human Resources |
| Meetings/Events | |
| SBOE Charter Committee Meetings Local Chamber | |

August

| Items of Information to be Presented to Board | Person Responsible |
|--|--|
| Facilities Report Financial Reports PTO Updates Discipline Data Curriculum Update Enrollment Data Charter Goal Update: Achievement GMAS from Prior Year | Administration Board Treasurer PTO Officer or Designee Administration Administration Administration Administration |
| Items Requiring Board Action | Person Responsible |
| Grant Timelines/Goals Policy Review Approve Bond Reports | Executive Committee Policy Committee Finance Committee |
| Administrative Action | Person Responsible |
| Accounting/payroll Reconciliation Safety Drills Pre-Conference (TKES and LKES) MAP testing Preplanning Leadership Retreat New Staff Orientation Proof of Residency New Student Paperwork Student by Program Audit Audit Prep Bond Reports | CFO, Director of Finance and Human Resources Administration Administration Administration/Teachers Administration Administration Administration Administration Administration Administration/Teachers CFO/Director of Finance and Human Resources CFO/Director of Finance and Human Resources |
| Meetings/Events | Person Responsible |
| SBOE Charter Committee Meetings Local Chamber Spirit Night Open House | |

September

| Items of Information to Be presented to Board | Person Responsible |
|--|--|
| Facilities Report Financial Reports PTO Updates Discipline Data MAP Data Update Enrollment Data School Improvement Work Plan Safety Plan | Administration Board Treasurer PTO Officer or Designee Administration Administration Administration Administration Administration |
| Items Requiring Board Action | Person Responsible |
| Policy Review Audit Review Update Strategic Plan | Policy Committee Finance Committee All Committees |
| Administrative Action | Person Responsible |
| Accounting/payroll Reconciliation Safety Drills Charter Report MAP testing Audit prep Field Experiences Emergency Plans Submitted New Parents Contacted/Conferenced | CFO, Director of Finance and Human Resources Administration Administration Administration/Teachers CFO/Director of Finance and Human Resources Administration Teachers Teachers |
| Meetings/Events | |
| SBOE Charter Committee Meetings Local Chamber Spirit Night | |

October

| Items of Information to Be presented to Board | Person Responsible |
|--|---|
| Facilities Report Financial Reports PTO Updates Discipline Data Enrollment Data Annual Charter Report FINAL | Administration Board Treasurer PTO Officer or Designee Administration Administration Administration |
| Items Requiring Board Action | Person Responsible |
| Policy Review Audit Charter Report Review Update Strategic Plan | Policy Committee Finance Committee All Committees |
| Administrative Action | Person Responsible |
| Accounting/payroll Reconciliation Safety Drills CPI FTE Attendance Update to Parents Parent Volunteer Hours Update ILPS drafted and meetings held Open Enrollment for Health Benefits and Optional Benefits | CFO, Director of Finance and Human Resources Administration Administration Administration Administration Administration Administration/teachers Administration |
| Meetings/Events | Person Responsible |
| SBOE Charter Committee Meetings Local Chamber Spirit Night Oktoberfest | |

November

| Items of Information to Be presented to Board | Person Responsible |
|---|--|
| Facilities Report Financial Reports PTO Updates Discipline Data Curriculum Update Enrollment Data | Administration Board Treasurer PTO Officer or Designee Administration Administration Administration |
| Items Requiring Board Action | Person Responsible |
| Policy Review Approve 990 Filing Update Strategic Plan | Policy Committee Finance Committee All Committees |
| Administrative Action | Person Responsible |
| Accounting/payroll Reconciliation Monthly Safety Drills Previous AY School Climate Survey (CCRPI) GA 3-8 Health Survey Facilities Inventory | CFO, Director of Finance and Human Resources Administration Administration Administration Administration |
| Meetings/Events | |
| SBOE Charter Committee Meetings Local Chamber Spirit Night | |

December

| Items of Information to Be presented to Board | Person Responsible |
|--|--|
| Facilities Report Financial Reports PTO Updates Discipline Data Curriculum Update Enrollment Data | Administration Board Treasurer PTO Officer or Designee Administration Administration Administration |
| Items Requiring Board Action | Person Responsible |
| Policy Review Committee Self-Assessment Semester Budget vs Actual Review Update Strategic Plan | Policy Committee All Committees Finance Committee All Committees |
| Administrative Action | Person Responsible |
| Accounting/payroll Reconciliation Safety Drills Readjust Health Costs from Open Enrollment | CFO, Director of Finance and Human Resources Administration Administration |
| Meetings/Events | |
| SBOE Charter Committee Meetings Local Chamber Spirit Night | |

Reviewed: 08-09-21

Board Member Responsibilities and Disclosure

B2-E1

Overview

As trustees of public funds, the Governing Board members are responsible for ensuring the school's long-term financial stability and integrity of the charter. The board sets the strategic plan and ensures that the school fulfills its mission. Board Members recognize that in order to fulfill these obligations, they pledge to personally contribute needed resources and talents to maintain the school's success.

Responsibilities

- Ensure that the Charter is fulfilled.
- Support the Mission Statement.
- Abide by and uphold all governing documents (federal and state laws/regulations, charter, articles of incorporation, by-laws, school policies etc.).
- Read and understand the financial statements and otherwise assist the board in fulfilling its fiduciary responsibility.
- Read and fully understand all prospective resolutions in order to make an informed vote.
- Attend board meetings and actively participate in decision-making.
- Share expertise with the board and staff.
- Be an advocate for the school; promote it in ways appropriate to your profession and contacts.
- Make a personal contribution appropriate to your circumstances.
- Obtain various means of support for the organization's fundraisers, or otherwise assist in providing resources to further the school's mission.
- Fulfill all fiduciary duties.
- Participate in short and long-range strategic planning activities.
- Ensure the school meets all legal and corporate requirements.
- Serve on or lead at least one committee or task force each year.
- Work to develop new leadership and recommend potential board members to the nominating committee.
- Avoid any conflict of interest or even the appearance of conflict of interest.
- Participate in school-wide events.

Failure to fulfill responsibilities listed above will result in removal from the board following notice at the next regularly scheduled meeting and a vote of the remaining members at next regularly scheduled meeting following notice.

Term of Service

Members of the Governing Board are elected for 3-year terms.
Members may be re-elected according to the bylaws.

Compensation

Board members will not receive any compensation for their services as Board members.

Time Commitment

It is important that board members attend every board meeting and serve on a committee. The estimated time commitment is approximately 10-15 hours per month. Specific expectations for board members are outlined in policy B14.

Code of Ethics for Board Members

B3

The Brighten Academy Governing Board adopts the following policy, effective on the date of adoption by the Board.

General Statement Regarding Ethical Conduct

Board Members of Brighten Academy are expected to act with integrity and the highest level of ethical conduct befitting of stewards of the public trust. Board Members shall endeavor to fulfill all of the obligations required to effectively serve the school including, but not limited to active participation in all board meetings and events, proper stewardship of public funds, due diligence in decision making, confidentiality, and avoidance of potential or actual conflicts of interest.

Conflicts of Interest

In order to avoid conflict of interest, the following guidelines for Board members shall apply:

- A Board member shall not sell supplies or equipment to the Board.
- A Board shall not do business with a partnership or corporation partially owned by a Board member.
- A Board member shall not sell insurance to the Board.
- A Board member shall not be a school book publisher or their agent.
- A Board member shall not serve on the governing body of private educational institutions.
- A Board member shall not hold another county public office.
- A Board member shall not be employed by the State Department of Education or serve concurrently as a member of the State Board of Education.
- A Board shall not do business with a bank or financial institution where a Board member is an employee, stockholder, director or officer when such member owns 30 percent or more stock in that institution.
- Each Board Member will execute an annual commitment agreement related to their responsibilities and will fully disclose business and personal relationships that may be a potential or actual conflict of interest.
- If situations arise that have not been previously disclosed as potential or actual conflicts of interest, Board Members will publicly remove themselves from discussion or decision making situations and will fully disclose to the Board President or other presiding officer the recusal from participation due to a potential or actual conflict of interest. Such recusal will be duly noted in all board minutes or related records.

Nepotism

No member of the immediate family (spouse, child, sibling, or parent or the spouse of a child, sibling, or parent) of any board member may be employed or promoted unless a public, recorded vote is taken – as a separate matter – from any other personnel matter. Board members whose immediate family member is being considered for employment shall not vote on such employment.

Adopted: 3-13-08

Revised: 10-12-09

Revised: 0-28-13

Reviewed: 6-12-17

Reviewed: 6-10-19

Reviewed: 01-24-22

Updated Jan. 8, 2024

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Executive Session

B4

The Brighten Academy Governing Board adopts the following policy, effective on the date of adoption by the Board.

Closed sessions may be necessary to conduct business which because of its special or sensitive nature may be hindered by public scrutiny at that time. These sessions shall comply with all applicable laws pertaining to the actions of public policy-making bodies.

The Board may call a closed session for the following reasons:

- To review an appeal from a Student Disciplinary Hearing; (OCGA 20-2-757)
- To consider a matter involving the disclosure of personally identifiable information from a student's educational records; (20 USC 1232g.)
- To discuss the future acquisition of real estate; (OCGA 50-14-3(4))
- To discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee: (OCGA 50-14-3(6))
- To consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the school district or an officer or employee or in which the officer or employee may be directly involved;(OCGA 50-14-2).

The specific reasons for such closure shall be entered upon the official minutes of the Board and shall not be closed to the public except by a majority vote of a quorum present for the meeting. The minutes shall reflect the names of the members present and the names of those voting for closure.

In the event that one or more persons in an executive session initiates a discussion that is not authorized by law, the presiding officer shall immediately rule the discussion out of order and all present shall cease the questioned conversation. If one or more persons continue or attempt to continue the discussion after being ruled out of order, the presiding officer shall immediately adjourn the executive session.

Board President's Duty Following Executive Session

Georgia law requires that following any executive session the Board President or other presiding officer execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception. Thus the Board President or other presiding officer shall, at the conclusion of each meeting where at least a portion was closed, complete and sign the Board's approved affidavit, **Exhibit B4-E1**.

Adopted: 7-28-08
Revised: 10-12-09
Revised: 10-28-13
Reviewed: 6-12-17
Reviewed: 6-10-19
Reviewed: 01-24-22

Executive Session Affidavit B4-E1



**BRIGHTEN
ACADEMY**

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www.brightenacademy.com

Brighten Academy Governing Board Affidavit

On a motion by _____, seconded by _____, the board voted to go into Executive Session for the purposes checked below.

The undersigned chair or presiding officer, under oath, certifies that at a meeting of the Governing Board held on _____, the Board closed its meeting as permitted by the Open Meetings Act of Georgia. The only matters considered or discussed during the closed portion or executive session of its meeting is as checked below:

_____ To review an appeal from a Student Disciplinary Hearing; (OCGA 20-2-757)

_____ To consider a matter involving the disclosure of personally identifiable information from a student's educational records; (20 USC 1232g.)

_____ To discuss the future acquisition of real estate; (OCGA 50-14-3(4))

_____ To discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee: (OCGA 50-14-3(6))

_____ To consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the school district or an officer or employee or in which the officer or employee may be directly involved; (OCGA 50-14-2).

Sworn to and subscribed before me on the above indicated date.

Board President or Presiding Officer

Notary Public, State of Georgia

Officer

Commission Expires

Board Member

Board Member

Reviewed: 6-12-17
Reviewed: 6-10-19
Reviewed: 01-24-22

Board Member

New Board Member Transition

B5-R1

The Brighten Academy Governing Board adopts the following policy.

The purpose of this regulation is to provide for effective and smooth transition of Governing Board members.

All new Board members, upon official beginning of term, should obtain the following:

- Access to board training
- Contact information for Board President and all Board Officers

New Board members should provide the following to a member of the executive committee:

- Contact information
- Brief bio to be posted on the board website
- Executed Board Commitment form, including the Conflicts of Interest disclosure
- Regular days and times available for new member training and school tour

A member of the executive committee should add the following for all new members:

- Brighten Academy email address, including joining any board list serve groups
- Access to the Brighten Academy Wi-Fi

Brighten Academy administration should make notifications about new members to the following stakeholders:

- Staff
- Parents
- School system officials
- State Charter Schools Division
- Georgia Charter Schools Administration
- Public, via press release and/or website announcement

New board members should transition following these recommendations:

- Attend all regularly scheduled board meetings as soon as the candidates have been elected by PTO members, to increase the transition time
- Attend scheduled training for new members on key topics such as: general duties, fiduciary duties and responsibilities, general info on charter schools, accountability, charter objectives, risk management, conflicts of interest, policy development, fundraising, working effectively with administration. This training may be broken into two sessions.
- Review the board training notebook.
- Attend upcoming events to get to know the school's culture and operations.
- Schedule a tour with the school leader

When the President / Vice President role requires transitioning, the newly elected officer will attend to the following steps:

- Meet with the prior incumbent to discuss
 - o Duties of the role
 - o Meeting protocol / format / dates, communication with the board, leadership at the district, state levels
 - o Relevant historical info about the school, strategic plan and progress towards, key issues / projects

- Timing, communication, and responsibility of the transition of duties
- Make introductions with all stakeholders
 - In next regularly scheduled district meeting
 - In next regularly scheduled board meeting to communicate to stakeholders
 - In next regularly scheduled faculty meeting to communicate to staff
- Obtain from prior incumbent
 - Documents / info pertaining to past issues / projects
 - Passwords and/or access info for bank accounts and related, including obtaining new signature cards
 - Access to all relevant board files
 - Contact information for continued questions

When the Treasurer role requires transitioning, the newly elected officer will attend to the following steps:

- Meet with the prior incumbent to discuss
 - Duties of the role
 - Financial statements, format and timing of communication, audience for statements, key due dates for reporting, audit structure / process and company, committee structure, taxes, chart of accounts structure, accounting system structure, general ledger info
 - Relevant historical info about the school, strategic plan and progress towards, key issues / projects
 - Timing, communication, and responsibility of the transition of duties
- Make introductions with all stakeholders
 - In next regularly scheduled district meeting
 - In next regularly scheduled board meeting to communicate to stakeholders
- Obtain from prior incumbent
 - Most recent audit and related information
 - Passwords / access info for bank accounts and related, including new signature cards
 - Financial statements for last six months
 - Sample of reports provided to stakeholders
 - Chart of Accounts and General ledger
 - Info on grants currently being administered
 - Access to all relevant board files
 - Name and contact info for auditor
 - Name and contact info for the school district's CFO
 - Contact information for continued questions

When the Secretary role requires transitioning, the newly elected officer will attend to the following steps:

- Meet with the prior incumbent to discuss
 - Duties of the role
 - Meeting structure / protocol / dates / times, format of minutes, communication of minutes and timing, vehicle through which to share minutes, policies, process to change / adopt policies, vehicle through which to share new / changed policies, location of key business documents such as non-profit letter, by-laws, charter, charter petition, articles of incorporation
 - Relevant historical info about the school, strategic plan and progress towards, key issues / projects
 - Timing, communication, and responsibility of the transition of duties
- Make introductions with all stakeholders, in next regularly scheduled board meeting
- Obtain from prior incumbent
 - Past school years' and up to present board minutes
 - Electronic copy of policy manual

- Sample format (electronic) of board minutes and executive session affidavit
- Electronic school logo and board stationary
- Corporate seal, may be retained by designated school official
- Access to all relevant board files
- Contact information for continued questions

Reviewed: 6-12-17

Revised: 08-12-19

Revised: 01-24-22

Departing Board Member Transition B5-R2

The Brighten Academy Governing Board adopts the following regulation, effective on the date of adoption by the Board.

The purpose of this regulation is to provide for effective and smooth transition of Governing Board members.

Administration or a member of the Executive Committee should collect from all departing members:

- Building key, if applicable
- Board notebook
- School documents and/or property

Administration or a member of the Executive Committee should remove the following for all departing members:

- Building access, if applicable
- Bank account access, if applicable
- Brighten Academy email account and list serve enrollment
- Access to Wi-Fi
- Bio posted on the board website

Departing board members should complete an exit survey, administered by the school Executive Director or designee.

The departing President / Vice President should meet with the successor to discuss

- Duties of the role
- Logistics (meeting protocol/format/dates, committee structure & constitution, communication with board, leadership, district, & state, etc.)
- Institutional knowledge (relevant historical info., strategic plan and progress towards, key issues/projects, key lessons)
- Transition of duties (timing, communication, responsibility)
- Introductions with district officials and at the next regularly scheduled board meeting
- Documents / info pertaining to the role and/or past issues / projects
- Passwords / access info for bank accounts and related

The departing Treasurer should meet with the successor to discuss

- Duties of the role
- Logistics (financial statements, format, timing, audience, key due dates for reporting, audit structure/process & company, committee structure & constitution, communication with board, leadership, district, & state, etc., taxes, chart of accounts structure, accounting system structure & system, general ledger info.)
- Institutional knowledge (relevant historical financial info., strategic plan and progress towards related to finance, key issues/projects, key lessons)
- Transition of duties (timing, communication, responsibility)
- Introductions with district officials and at the next regularly scheduled board meeting
- Documents / info pertaining to the role and/or past issues / projects
- Passwords / access info for bank accounts and related

The departing Secretary should meet with the successor to discuss

- Duties of the role
- Logistics (meeting structure, protocol, dates/times, roles, format of minutes, communication including format, timing, and location/venue to share meetings & approved minutes, policies including process to change/adopt, format, timing, location/venue to share new/revised policies, location of key business documents such as non-profit letter, by-laws, charter, charter petition, articles of incorporation)
- Institutional knowledge (relevant historical financial info., strategic plan and progress towards, key issues/projects, key lessons)
- Transition of duties (timing, communication, responsibility)
- Introduction to stakeholders at the next regularly scheduled board meeting
- Documents / info pertaining to the role

Reviewed: 6-12-17

Reviewed: 08-12-19

Revised: 01-24-22

Policy Adoption B6

The Brighten Academy Board adopts the following policy effective immediately.

The Brighten Academy Governing Board is the policy-making body charged by law with the responsibility for the management and control of Brighten Academy. It is concerned with general policies as distinguished from administration and operation of the school system.

Policy proposals and suggested amendments to or revisions of existing policies shall be submitted to all members of the Board and to the Administrator(s) in writing prior to a regularly scheduled Board meeting in which such proposed policies, amendments, or revisions shall be read and discussed. A vote for adoption shall not take place before the next succeeding regular meeting of the Board. Action shall be by majority vote of the Board.

Brighten Academy policies and procedures may be revised or suspended in the event of a public health emergency or other crisis.

Adopted: 7-28-08

Revised: 10-12-09

Revised: 6-12-17

Reviewed: 08-12-19

Revised: 07-27-20

Reviewed: 01-24-22

Policy Dissemination and Review B7

The Brighten Academy Governing Board adopts the following policy effective immediately.

All new policies or changes in policies adopted by the Board shall be placed in the policy manual.

In an effort to keep its written policies up-to-date so that they may be used as a basis for administrative decision and Board action, the Board shall review its policies on a continuous basis. The Administrator(s) is responsible for keeping the Board informed of needed changes in Board policy.

Adopted: 7-28-08

Revised: 10-12-09

Revised: 6-12-17

Reviewed: 08-12-19

Reviewed: 01-24-22

Role Sort and Functions B8-E1

| Task or Function | Person(s) Responsible | Timeline or Due Dates | Notes |
|--|---------------------------|--|--|
| Policies and Procedures | | | |
| Financial | Finance Committee | Annual/As Needed | |
| Student related | Policy Committee | Annual/As Needed | |
| Staff related | Admin/Policy Committee | Annual/As Needed | |
| Personnel | Admin/Policy Committee | Annual/As Needed | |
| Building, Facility, Grounds | Admin/Policy Committee | Annual/As Needed | |
| Legal | Policy Chair or Attorney | Annual/As Needed | |
| Procurement | Finance Committee | Annual/As Needed | |
| Organizational and governance | Board Executive Committee | Annual/As Needed | |
| Administrative | Director of Fin. and HR | Annual/As Needed | |
| Insurance | Director of Fin. and HR | Annual/As Needed | |
| Communications | Executive Director | Annual/As Needed | |
| Charter Related | Executive Director | Annual/As Needed | |
| Instruction | Executive Director | Annual/As Needed | |
| Financial | | | |
| Procurement | Director of Fin. and HR | March | Orders to be completed |
| Banking (deposits, reconciliation, supplies, set up accounts and access, etc.) | Director of Fin. and HR | Weekly deposits Monthly recon Yearly sig. review | May delegate deposits and recon to Office manager. Review authorized signatures yearly or as needed |
| Quick Books and report generation | CFO or Executive Director | Monthly | Provide to Board a week in advance of Board meetings |
| Budget development, approval, submission to county and/or state | CFO or Executive Director | May-July | Begin budget development Dec. Submit budget rec. to Board – Jan. Approve budget – Feb. Revisions – after Mid-Year adjust. |
| Grants – writing and administration of funds, spending, and reporting | Admin | As specified in each grant | |
| Inventory | Media Specialist | June | |
| Surplus sales | Executive Director | June or as needed | Requires public posting |

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| Loans | CFO or Finance Committee | As needed | |
| Fundraising plan | CARD Committee | July | Develop fundraising plan – May Present to Board – June Board Vote - July |
| Funding changes and adjustments to budget | CFO or Finance Committee | As needed | |
| Plan and execute Capital Campaign | Finance and CARD Committees | On-Going | |
| Works with the county regarding being a part of SPLOST and specific grants applicable to the school or its programs | Executive Director | After E-SPLOST Cycle | |
| Create and manage Proforma (5 year budget) | Executive Director/CFO | With Renewal | |
| Manage budget to the object and functional level | Executive Director and Director of Fin. and HR | Monthly | Report to Board monthly |
| Organizational and Governance | | | |
| Charter changes process | Executive Director and Board President | As needed at Renewal | Present to Board Board Vote Submit to DCBOE after Board vote |
| Charter renewal process | Executive Director and Board President | March of the year prior to renewal date | Present to Board – March Board Vote – April Submit to DCBOE after Board vote |
| Business plan | Finance Committee | Annually | Report to Board in March |
| School Improvement Plan | Executive Director | Annually September | Report to Board in March |
| Calendar and school day – development of, vote, dissemination of info. | Executive Director | April | Present to Board Board Vote |
| Strategic Planning | Executive Director and Board President | Every 5 Years—Annual Update | |
| Succession Planning | Executive Director and Executive Committee | Yearly - July | Revise plan yearly Report progress quarterly (Aug., Nov., Feb., May) |
| Governance organizations (e.g., PTO) | Executive Director | Monthly | Monthly updates |
| Write job descriptions | Director of Fin. and HR | Yearly revision or as needed | |
| Accreditation | Executive Director | | Every five years |
| Governance training and development | Executive Director and Board President | October. Yearly – formal whole board Virtual; On-Going | |
| Develop yearly school schedule (specials, SPED, rotations, periods, etc.) | Executive Director | June | |
| Administrative | | | |
| Accounts Payable | Director of Fin. and HR | Monthly | May delegate |
| Account reconciliation | Director of Fin. and HR | Monthly | |

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| 990 and other IRS tax forms | Director of Fin. and HR | Yearly | |
| Accounts Receivable processes | Director of Fin. and HR | Review yearly | |
| Payroll | Director of Fin. and HR | Monthly | May delegate |
| Reconcile Payroll | Director of Fin. and HR | Monthly | |
| TRS and Welfare Benefits adjustments and bills | Director of Fin. and HR | Monthly or as needed (hire/term) | May delegate |
| Develop forms (e.g., demerits, Pos, report cards) | Director of Fin. and HR | Review yearly or as needed | May delegate |
| Maintain demographic data | Director of Fin. and HR | Yearly (Align with FTE) | May delegate Report to Board and in Annual Report yearly |
| Ordering process | Director of Fin. and HR | Review yearly | |
| Attendance incentives | Director of Fin. and HR | Monthly or as determined by Executive Director | |
| Attendance administration (data, letters, discipline referrals, etc.) | Director of Fin. and HR and Counseling | On-Going | May delegate |
| Clinic management, first aid requirements, supply procurement, data collection and reporting | Director of Fin. and HR | Monthly | May delegate |
| Student records and retention | Director of Fin. and HR and Executive Director | Yearly audit - June Yearly – retentions | May delegate |
| Personnel records and retention | Director of Fin. and HR | Yearly audit – June | May delegate |
| Records and retention | Director of Fin. and HR | Annual review of records retention schedule and purge or store according to schedule | May delegate |
| School correspondence | Executive Director, Board Secretary | Monthly – School Quarterly - Board | |
| Manage subs (including sub list, reconcile with leave forms, call subs, etc.) | Director of Fin. and HR/ Sub Coordinator | Call as needed Reconcile monthly | May delegate |
| Maintain updated student contacts list | Director of Fin. and HR | Annually | May delegate |
| Maintain updated staff contacts list | Director of Fin. and HR | Annually | May delegate |
| Manage food service (free/reduced lunch, milk ordering, etc.) | Executive Director | Weekly | May delegate |
| Manage transportation (e.g., fieldtrips) | Director of Fin. and HR | As Needed | May delegate |
| Maintain vendor list and necessary documentation/ W-9, etc. & monitoring for 1099s | Director of Fin. and HR | As Needed | |
| Revise By-Laws | Executive Committee | At Renewal or As Needed | Governance Committee revises Present to Board Board Vote |
| Personnel | | | |
| Adding personnel | Executive Director | As Needed | Post positions for next year – Feb. Interviews completed - March |
| Personnel schedules | Executive Director | As Needed | |

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| Terminating personnel | Executive Director and Board | As needed | Termination paperwork included |
| Organizational chart changes | Executive Director | Yearly review | |
| Teacher mentor program | Executive Director | August | |
| Staff orientation | Director of Fin. and HR and Executive Director | August | |
| EL Workplan | Executive Director | August, January, May | Submit Staff Dev. Plan to Board August |
| Job descriptions | Director of Fin. and HR and Executive Director | Yearly review or as needed | |
| Grievances | Executive Director or Governing Board | As needed | |
| Professional development monitoring | Executive Director | Monthly | |
| Scheduling substitutes | Director of Fin. and HR/ Sub Coordinator | Daily or as needed | May delegate |
| Staff leave – maintain data | Director of Fin. and HR | June CPI and On-Going | May delegate |
| Evaluating personnel / TKES/LKES | Executive Director/ Assistant Directors | Sept. Orientation Jan. Mid-Year May/June - Summative Conf. | |
| Welfare benefits – establish, open enrollment, cancellation | Director of Fin. and HR | October or per Open Enrollment Schedule | |
| Dress code | Executive Director | Yearly review - June | |
| Hiring contract employees | Director of Fin. and HR or Executive Director | As needed | |
| CPI Report | Director of Fin. and HR | Oct., March, June | |
| Preparing contracts | Director of Fin. and HR | May – or as needed | May delegate |
| Legal matters | | | |
| Charter law | Executive Director and Executive Committee | GAEL Conference | |
| Fair labor standards | Executive Director | Yearly review (May) | |
| Lawsuits | Executive Director and Board President | As needed | |
| Special Education/SST law | Executive Director | GAEL Conference | |
| Title XX law | Executive Director | GAEL Conference | If applicable |
| Posting legal notices | Director of Fin. and HR | Yearly reposting or as required by law | |
| Legislative actions impacting the school | Executive Director and Policy Committee | After legislative session | |
| Insurance | | | |
| Ensure compliance with liability, property, etc. non-employee coverage | Director of Fin. and HR | Yearly review and analysis of cost | |
| Provide copies of insurance to School System and/or the state | Director of Fin. and HR | Yearly – after new policies signed | |
| Insurance renewals of policies | Director of Fin. and HR | Yearly or as required | |
| Building, Facility, Grounds | | | |

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| Procurement of buildings | Board President and Director of Fin. and HR | As needed | Full Board required for action |
| Equipment and basic instructional and administrative furniture (desks, chairs, bookcases, wipe boards, file cabinets, etc.) | Director of Fin. and HR | March | Director of Finance and Human Resources may do task |
| Maintenance and repairs – short and long range | Director of Fin. and HR | Monthly monitoring 1 year and 3 year plan | Present to the Board monthly on maint. and repairs requiring board resolution or of high import. Present yearly plan - June |
| Traffic controls and plans | Security Officer | Yearly review | Report to Board in July and Aug. |
| Pest control | Director of Fin. and HR | Monthly or as needed | |
| Warranties | Director of Fin. and HR | Yearly review | |
| Playground maintenance and repairs | Director of Fin. and HR | Quarterly check on equipment or as needed | |
| Landscaping and grounds maintenance | Director of Fin. and HR | Monthly or as needed | |
| Leasing and renting buildings and units | Director of Fin. and HR and Board President | As needed | Full Board required for action |
| Erosion control | Director of Fin. and HR | As needed | |
| Appraisals | Director of Fin. and HR | As needed | |
| Provide copies of Certificates of Occupancy and other pertinent documents to School System related to construction/building | Director of Fin. and HR | As needed | |
| Communication | | | |
| County, city, state officials | Executive Director | As needed | Quarterly or semi-annual suggested |
| School system | Director of Fin. and HR and Executive Director | As needed | |
| Charter Schools Association | Executive Director | As needed | Updates on Board or Admin. changes |
| Handbook development and publishing | Director of Fin. and HR and Executive Director | July | |
| Policy Manual development and publishing | Policy Committee | On-Going | |
| Public relations and marketing (e.g., press releases, etc.) | Executive Director | As needed | |
| Newsletters or similar communication | Director of Fin. and HR and Director | Quarterly | |
| Partners in Education | Executive Director | 2 times/year | |
| Phone tree – develop and drill | Director of Fin. and HR | Yearly – August and as needed | |
| Reporting Requirements | | | |
| FTE counts | Director of Fin. and HR | Oct. and March | Director of Finance and Human Resources may do task |

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|---|---------------------------------|--|--|
| Charter School Report | Executive Director | October 1 st to DOE | Present to Board – September Submit to DOE by 10/1 |
| Audit preparation and reporting | Director of Fin. and HR and CFO | June October 1 Every 5 yrs. | Prepare for audit – June Submit audit to Board – Sept.; Submit audit to DOE/BOE by 10/1 Rotate auditor or lead every 5 years |
| Surveys | Executive Director | March and as dictated by State | Report to Board |
| Open Records (prepare as requested, keep data) | Director of Fin. and HR | As requested | Director of Finance and Human Resources may do task |
| Test Scores | Executive Director | As released | |
| Tax information | Director of Fin. and HR and CFO | | |
| 501(c)(3) status | Director of Fin. and HR | Yearly review of compliance requirements | |
| Yearly renewal with Secretary of State | Director of Fin. and HR | | |
| Safety | | | |
| Safety plan development | Security Officer | Yearly plan – August | Present to Board Submit plan to BOE in August |
| Drills | Security Officer | Monthly | |
| Snow on walks, ensure rails are secure, stairs have non-skid, etc. | Executive Director | As needed after inclement weather; As needed--replacement of non-skid surface | Custodian |
| Inclement weather decisions and communication | Executive Director | As needed after inclement weather | |
| Equipment (fire extinguisher renewals, alarm, etc.) | Executive Director | | |
| Technology | | | |
| Technology plan – short and long range | Executive Director | Yearly and 3 year | Report plan to Board - June |
| Procurement | Director of Fin. and HR | March or as needed | |
| Maintenance and support | Technology Supervisor | | |
| Student Internet approval forms | Media Specialist | Yearly – August | |
| Software licensing and records | Technology Supervisor | | |
| Maintain website | Director of Fin. and HR | Weekly updates | |
| Instruction | | | |
| Curriculum development | Executive Director | Yearly review | |
| Procurement (text books, instructional supplies, specialty furniture, agenda books, etc.) | Executive Director | July | |
| Pilot programs | Executive Director | Yearly or as appropriate | |

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|---|-------------------------|---|---|
| Testing | Executive Director | On-Going per state calendar | Reporting scores to Board – as released |
| Summer programs | Executive Director | May | Submit summer plan to Board |
| Special Education | Executive Director | As Needed | |
| Gifted Program | Executive Director | As Needed when testing | |
| Early Intervention Program | Executive Director | Yearly review | |
| Student Support Team and Response to Intervention | Executive Director | Yearly data dialogue Monthly admin. | |
| Counseling | Executive Director | Per CKES | |
| DFACS referrals and referrals to local authorities | Executive Director | As needed | |
| Sports and Extracurricular | Executive Director | Yearly review June | Report plan to Board – June |
| Fieldtrips and enrichment opportunities/programs (planning and approval) | Executive Director | On-Going | |
| Promotion and retention and student placement | Executive Director | June or after re-take of tests | |
| Plan and execute programs such as Geography Bee, Spelling Bee, Speech Contest, Beta Club, School Store, Red Ribbon Week, Charter Schools Week, etc. | Executive Director | On-Going | |
| Manage discipline data for reporting | Executive Director | Monthly | Report to Board |
| Manage lesson plans and/or reflections | Executive Director | TKES; Yearly collection of plans and reflections | |
| Plan and execute Open House | Executive Director | July | |
| Report on curriculum changes | Executive Director | As needed | Report to Board |
| Monitor curriculum mapping and instruction | Executive Director | July Monthly | July – yearly curriculum maps Monthly monitoring |
| Research best practices for instructional models, theories, and materials | Executive Director | Monthly | |
| Manage textbook adoptions | Executive Director | Yearly review March | Purchase by March |
| Students and Parents | | | |
| Dress code changes | Executive Director | Yearly review - June | |
| Grievances | Executive Director | As needed | |
| Discipline code and enforcement; manage data on infractions and prepare for reporting | Executive Director | Daily Monthly | Daily monitoring and enforcement Monthly report to Board |
| Parent Involvement Compact and managing record keeping/keeper | Director of Fin. and HR | | |
| Health related matters (scoliosis screening, hearing/vision, etc.) | Director of Fin. and HR | Per guidelines | |

Revised: 04-11-22

Default Policy Procedures

B9

The Brighten Academy Board adopts the following policy effective on the date of adoption by the Board.

The Governing Board of Brighten Academy recognizes that there may be circumstances that arise for which there is no current policy. In the absence of a specific policy, Brighten Academy generally will follow the most applicable policy or policies of the Douglas County School System, provided such policy or policies are not inconsistent with the charter or policies of Brighten Academy or the laws, regulations, or rules applicable to Georgia charter schools. Once the determination is made about which Douglas County School System policy can be used, the Governing Board may adapt the Douglas County School System policies to Brighten Academy's policies.

Adopted: 04-26-10

Revised: 03-28-11

Reviewed: 09-14-15

Reviewed: 07-10-17

Revised: 8-12-19

Reviewed: 02-07-22

Board Meeting Agendas B10

The Brighten Academy Board adopts the following policy effective on the date of adoption by the Board.

Agendas for Governing Board meetings shall be formed by the Board President with consultation with the Administrator. The following schedule shall be used when creating, distributing, and posting the agenda.

- a) 11 **calendar** days prior to the board meeting
Agenda items requested
- b) 7 **business** days prior to the board meeting
Agenda posted and ready for review by the board and the Executive Director

Some agendas may provide a time allotment next to a speaker's topic of discussion. If one needs more time or a different time slot, the Board President must be contacted as soon as possible to rearrange the agenda. The Board President will do their best to accommodate the request.

Adopted: 11-8-07
Revised: 07-28-08
Revised: 10-12-09
Reviewed: 09-14-15
Reviewed: 07-10-17
Revised: 09-09-19
Reviewed 02-07-22

Financial Reports B11

The Brighten Academy Board adopts the following policy effective on the date of adoption by the Board.

The Chief Financial Officer (CFO) shall make a monthly financial report to the Governing Board on all finances for the operation of Brighten Academy. The CFO, the Board Treasurer, or a designee shall notify the Governing Board of the following:

- Expenditures greater than \$10,000.00
- Budget over-runs and under-runs greater than 15%
- Projected revenue reductions in excess of 2% or less, if the reduction will impact the school's ability to meet the budget projections.
- Projected revenue increases in excesses requiring revision of the operating budget

The CFO, with input from the Finance Committee and school administration, shall furthermore keep the Governing Board apprised of the overall fiscal health of the school.

The CFO or Board Treasurer shall report the annual audit findings to the Governing Board for review and approval prior to submission in the charter schools annual report.

The Governing Board or its Designee is required to submit a certified annual financial report to the State Board of Education.

Adopted: 05-23-11

Reviewed: 09-14-15

Reviewed: 07-10-17

Reviewed: 08-12-19

Reviewed 02-07-22

Board Member Background Check B12

The Brighten Academy Board adopts the following policy effective on the date of adoption by the Board.

All candidates seeking election to the Governing Board of Brighten Academy must submit to a criminal background check upon election to the Board. Board members are required to obtain the criminal background check from the Douglas County Board of Education at their own expense. Board members should notify Brighten Academy to request fingerprints.

The Board will disqualify all Board members having a conviction for a felony offense involving physical or sexual abuse of a person. The Board may disqualify a member for a conviction of any offense involving crime of dishonesty or drug-related offenses. The member will be notified of their disqualification within two business days of the Board's decision and will have three business days to appeal the disqualification to the Board.

The criminal background check and/or credit history check will be conducted in accordance with state and federal law. Brighten Academy will not release the results of the criminal background check or credit history check to any third party.

Furthermore, a board member elected to serve as the Treasurer or an elected Chief Financial Officer (CFO) shall provide a credit history check for review to determine suitability for service overseeing public funds. The credit check will be submitted to and reviewed by the Governing Board Executive Committee prior to board approval as Treasurer or CFO. The proposed Treasurer or CFO will be given an opportunity to clarify and provide further information on any matter reflected in their credit history. Upon review of the applicable credit history and consideration of any explanation, the Executive Committee shall have complete discretion to approve or disapprove the elected position based on their findings. The Executive Committee must make a written finding of suitability for service as Treasurer or CFO to be preserved in the Executive Committee minutes. If approved and elected, the Treasurer must retain the credit report that was presented, for the duration of their term. The credit report must be provided annually for Treasurers or CFOs who serve multiple terms in said position.

Adopted: 05-23-11

Revised: 05-20-13

Reviewed: 04-13-15

Reviewed: 09-14-15

Reviewed: 07-10-17

Revised: 08-12-19

Revised 11-04-19

Revised: 01-07-22

Board Development B13

The Brighten Academy Board adopts the following policy effective on the date of adoption by the Board.

Brighten Academy is committed to ensuring it maintains a highly qualified board who understands its fiduciary duties and governs following effective and efficient practices, and thus, shall require that each newly appointed governing board member receive a training including, at a minimum, the following topics related to charter school governance:

- Basics of chartering
- Introduction to the school mission, core beliefs, and charter
- Fiduciary duties
- Roles and responsibilities
- Conflicts of Interest
- Open Meetings and Open Records Act
- Best practices in board governance

In addition, each year the governing board, collectively and/or individually shall commit to formal board development per Georgia law. Training shall be documented per requirements.

Adopted: 8-18-11

Revised: 08-25-14

Reviewed: 09-14-15

Reviewed: 07-10-17

Reviewed: 08-12-19

Reviewed: 02-07-22

Board Attendance

B14

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

All members of the Brighten Academy Governing Board are expected to consistently attend board meetings in order to maintain the effectiveness of the board. Should a member need to miss a board meeting, they should try to attend via phone conference or at least submit a proxy vote according to the guidelines below.

Absences should be avoided. A governing board member may be asked to resign from the board after missing two consecutive meetings or after their fourth missed meeting during the fiscal year. Members in this situation may follow the appeal process as outlined in policy B-16.

Attending via Phone Conference

If a board member is not able to attend a board meeting and calls into the board meeting the following actions will take place to ensure little or no interruption to the meeting.

- The vice-president will maintain the phone call.
- The person shall only contribute to the conversation when invited.
- The person on the phone shall not speak longer than three minutes at one time.

Board members are only allowed to attend a meeting via phone conference two times per fiscal year per the Georgia Open Meetings Act.

Voting via Proxy

A governing board member may vote via proxy vote if they will be absent from a meeting. The following procedures will be followed. A proxy vote will be submitted by email from the governing board member's Brighten Academy email address to the secretary's Brighten Academy email address. It is preferable that the vote be submitted prior to the board meeting. If it is unable to be submitted before the meeting, it must be submitted by 6pm the next business day.

The proxy vote will contain the following information:

- The date of the meeting
- Reference the voting agenda topic, or motion (if available)
- The board member's vote. A vote to abstain may be appropriate if there is not sufficient information.

Proxy votes received before the meeting will be read out loud to be entered into the minutes. For proxy votes received after the meeting, at the next voting session, the minutes from the previous meeting will be amended to include the received proxy vote(s).

Adopted: 07-21-14
Reviewed: 09-14-15
Revised: 08-14-17
Reviewed: 09-09-19
Reviewed: 02-07-22

Sponsors

B15

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Governing Board will encourage paid sponsorship of Board events to support fundraising initiatives. The following guidelines are created to maintain a positive image, as well as protect the 501c3 non-profit status of the organization.

- Event promotions and printed materials with sponsor names should be mindful of logo size and placement, with respect to the BACS logo.
- The Board will seek sponsors of all backgrounds but must be attentive to the fact that the Board represents a charter school. Therefore, select types of sponsors will receive limited marketing that is associated with the name of Brighten Academy. The Board reserves the right to reject a sponsorship or donation at any time if the funder's values appear to be in conflict with Brighten Academy's values.
- Sponsors of a political nature will not be allowed to purchase the Title Sponsor level or be listed within the statement, "Brought to you by..." All Unrelated Business Income Tax (UBIT) policies regarding promotion of sponsors and donors will be followed.
- All title sponsors will require approval by the Executive Committee before they are formally accepted and before any funds are deposited.
- Sponsors and donors who are elected officials, candidates, or representing a political party will not be given an opportunity to speak to the event attendees at large.
- The maximum allowable donation by an elected official, candidate, or political party will be less than the amount designated for the event's Title Sponsor.
- All potential sponsors will be shared with the members of the Governing Board and school administration. Each stakeholder is encouraged to raise concerns regarding possible conflicts of interest to the Executive Committee, by the Fundraising/Event Chair. The Executive Committee will decide whether or not to accept the sponsorship.
- All materials that list sponsor names and/or logos, created for distribution or posted for marketing or sales, must be reviewed by the Executive Committee prior to printing, posting on-line, or distributed and will contain the following sentences, "All proceeds from the [Event] benefit Brighten Academy, Inc. The views and opinions of any sponsor do not necessarily reflect the views of Brighten Academy or its Governing Board. Brighten Academy and its Governing Board do not endorse any political candidates or political parties."
- No elected official, candidate, or political party will be permitted to campaign at any BACS fundraising event. This includes, but is not limited to, shirts, hats, pins, and handout materials regarding an election.

Failure to adhere to the process outline in this policy would be detrimental to Brighten Academy and may result in:

- Loss of tax-exempt status, which is in violation of the school's charter
- Loss of tax benefit associated with the donations of volunteers and other sponsors
- Tax on the organization equal to 10% of the political expenditure
- Additional taxes if not corrected within the taxable period

Adopted: 07-28-14
Reviewed: 09-14-15
Reviewed: 08-14-17
Reviewed: 08-12-19
Reviewed: 02-07-22

Board Member Resignation B16

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Brighten Academy Governing Board would prefer that all of its elected members complete their three-year term in good standing. However, the Board recognizes the voluntary nature of a charter school board and that other commitments may arise during the Board member's term. When a Board member must resign, these procedures should be followed:

- The Board member will compose an email from his/her Brighten Academy account, detailing the reason and effective date of resignation. This email should be sent to the Board President and Secretary. In the event of a forced resignation, the Board President will notify the Board member regarding the effective date and the vote scheduled for the next Board meeting.
- Upon receipt of the Board member's resignation email, the President will notify the Executive Director to suspend the Board member's BACS accounts, which will include both email and cloud access.
- After resigning, the Board member will still be able to read Board agendas and minutes from publicly posted information.
- The purpose for the suspension is to prevent electronic access between notification of resignation and formal, Board acceptance of the resignation.
- The Board member will be able to give a verbal appeal for a forced resignation during Board discussion prior to the vote by remaining members. The vote of the remaining Board members is final.

Adopted: 08-11-14

Reviewed: 09-14-15

Reviewed: 08-14-17

Reviewed: 08-12-19

Revised: 02-07-22

Public Participation at Board Meetings B17

Meetings of the Brighten Academy Board are held to conduct the affairs and business of the school system. The public is invited to attend all meetings and citizens are invited to address the Board at all regular meetings at the time shown on the agenda and in accordance with procedures established by the Board or the Executive Director. Public participation may be allowed at the discretion of the Board at certain additional meetings under procedures set by the Board.

The Board shall make available the procedures to allow citizens to address the Board at regular meetings in accordance with this policy. These procedures shall include a requirement that notice be given at least one (1) hour in advance of the meeting. The Board President shall have the discretion to limit the length of time for individual comments and the number of citizens speaking for or against an individual matter. These procedures shall be available at the school and shall be given, upon request, to anyone requesting a copy.

All comments to the Board in accordance with this policy are to be brief and are intended for the Board to hear from citizens but not to take action.

Adopted: 09-13-21

Reviewed: 02-07-22

Public Participation at Board Meetings Form B17-E1



**BRIGHTEN
ACADEMY**

5897 Prestley Mill Road, Douglasville, GA 30135 Ph: 770-615-3680 Fax: 770-575-3614

Public Participation at Board Meetings

If you have followed the policy regulations as stated and wish to communicate with the Board, please submit the following information to the Front Office at least one (1) hour prior to the Board meeting at which you would like to speak. Meetings of the Board are usually held on the first and third Monday (with exceptions) of each month. See the board website for a complete list of meeting dates. Board Work Sessions and Board Meetings begin at 6:00 p.m.

Please print or type:

Name

Home Address: _

Is this a Douglas County residence? _____ Yes _____ No

Daytime phone: _____ Evening phone: _____

Other contact information, if available:

Email address: _____

Date of Board meeting at which you would like to speak _____

Please state briefly the subject about which you wish to communicate with the Board.

More detailed information may be attached. After review of your information, additional information may be requested.

If this is concerning an issue with the school, have you spoken with a school administrator about the issue? _____

Do you represent a school, organization, or citizen group regarding this issue? _____

If so, which one? _____

What is your role with the group? _____

Return this form to the Brighten Academy Front Office or the Board Secretary at the school. The form must be received at least one (1) hour prior to the Board meeting at which you would like to speak.

Thank you for communicating your concerns with the Brighten Academy Board. We appreciate your interest and support of our school.

Please sign below if you have read and understand the Brighten Academy Policy regarding Public Participation at Board Meetings.

Signed: _____

Date: _____

Adopted: 09-13-21
Reviewed: 02-07-22

Public Participation at Board Meetings Guidelines

B17-E2

The Brighten Academy Governing Board adopts the following policy which shall be effective on the date the policy is adopted by the Board.

In accord with its policy confirming the right and desirability of the public's expressing its point of view to the Board, delegations or individuals are welcome at all meetings, subject to the following guidelines:

1. Matters relating to personnel, members of the Board, and other items which the law deems inappropriate for discussion must be submitted in writing and will be reviewed by the Board in Executive Session.
2. Matters concerning the school shall be discussed first with school personnel (your child's Classroom Teachers or the Assistant Directors over the grade level). If the problem cannot be resolved at this level, it shall then be brought to the Executive Director. If the problem cannot be resolved with the Executive Director, it may then be brought to the Board President.

Citizens of the community have the expressed right and are encouraged to attend meetings of the Board to listen to and observe the deliberations of its members. The following regulations are adopted to preserve the orderly pursuit of business of the Board and to provide proper opportunities for legitimate and objective discussion and analysis of the issues presented. Board meetings are public meetings and not meetings of the public; however, any citizen may request the opportunity to communicate with the Board and be recognized to speak regarding appropriate issues. **Persons desiring to communicate with the Board shall submit a written request to the Board stating their name, home address, the topic about which they wish to speak and the group they represent, if applicable, no later than 1 hour prior to the scheduled Board meeting. Please use the form (Policy B17-E1) provided for this purpose.**

The Board vests in its President or other presiding officer authority to determine whether it is in the interest of the Board to allow any individual or group to make an oral presentation before the Board. Persons who are granted the opportunity to speak will be recognized by the chairperson at the appropriate time during the meeting. Speakers will be limited to three minutes. If there are numerous requests to address the Board the President may select representatives to speak on each side of the issue. The Board also vests in its President or other presiding officer authority to terminate the remarks of any individual who does not adhere to the guidelines established by the Board.

Personal complaints of school employees should follow the Complaints and Grievances procedures established by the Board.

Individuals and/or groups who addressed the Board previously may be denied the opportunity to address the Board again on the same topic.

The Board will usually not respond to comments or questions posed by citizens during the Board meeting but will take those comments and questions under advisement. When appropriate, the comments and questions shall be referred to the Board Executive Committee for consideration and a later response.

Individuals or groups who do not adhere to the guidelines set forth in this document may be denied continued participation and/or removed from the meeting by the Board President.

Adopted: 08-08-22

Communicable Diseases

C1

The Brighten Academy Board adopts the following policy effective on the date of adoption by the Board.

General Information

The Brighten Academy Governing Board is committed to protecting students, staff, and visitors from the spread of communicable disease. The Board, the Douglas County Health Department, and/or the Georgia Department of Public Health has the authority to require immunizations or other preventive measures including quarantine, isolation and segregation of persons with communicable disease or conditions likely to endanger the health of others. These agencies may require quarantine or surveillance of carriers of disease and persons exposed to or suspected of being infected with infectious disease during such period until they are found free of the infectious agent or disease.

Employees and students of Brighten Academy will be afforded all provisions as specified in this as it applies to communicable diseases. The following definitions and procedures will be reviewed and revised regularly as necessary to reflect current medical research and legal opinion.

DEFINITIONS

Communicable disease - a disease that can be directly or indirectly transmitted from one person to another

PROCEDURES

1. If there is reasonable cause to believe that a student or an employee has become infected with a communicable disease, the determination of a student's or an employee's condition shall be based on reasonable medical judgment given the state of medical knowledge about
 - a. The nature of the risk, i.e., how the disease is transmitted
 - b. The duration of the risk, i.e., how long the carrier is infectious
 - c. The severity of the risk, i.e., the degree of potential harm to third parties
 - d. The probability that the disease will be transmitted and could cause harm.
2. After consideration of the criteria set forth in Procedures 1, the infected student or employee shall be allowed to remain in the educational or employment setting unless he/she currently presents a significant risk of contagion as determined by an appropriate designated school administrator after consultation with the student's or employee's physician, public health official knowledgeable about the disease and/or a physician selected by the Brighten Academy Governing Board or accepted by Brighten Academy.
3. After a determination of the student's or employee's medical condition has been made using the criteria set forth in Procedures 1 and 2, the Administrator(s) or designee after consultation with the employee's physician, a public health official knowledgeable about the disease and/or the physician selected by either the Brighten Academy Governing Board or the Brighten Academy Governing Board shall determine whether reasonable accommodation will allow the student to perform in the classroom or the employee to meet the essential functions of the job. An accommodation is reasonable unless it imposes either an undue financial hardship or administrative burden on Brighten Academy.
4. Notwithstanding the requirements for evaluation of a student or an employee who may be infected with a communicable disease set forth herein above, Brighten Academy may immediately remove a student or an employee for a period of time not to exceed 10 calendar days from the educational or employment setting for the purpose of obtaining a reasonable medical judgment, as

required by Procedures 1 and 2 as to whether the student or employee constitutes a significant risk of contagion to others.

5. Brighten Academy shall not disclose medical information about a student or an employee with any communicable disease without the consent of the employee or the student or parent or guardian, whichever is applicable, or only as required by law or court order. Nothing in this paragraph shall prohibit the school from notifying the parents or guardians of its students of the presence in a school of chicken pox or any other communicable disease as required or suggested by the Douglas County Health Department.

6. Brighten Academy shall not deny an individual employment based solely upon the individual's infection with a communicable disease unless the school, after consultation with the applicant's physician, a public health official knowledgeable about the disease and/or the physician selected by The Brighten Academy Governing Board, determines that the communicable disease is of such nature or at a stage that the individual should not be in the regular school setting.

7. Brighten Academy shall not deny a student infected with a communicable disease an education solely because of the infection.

8. Brighten Academy shall educate its employees and students about communicable diseases, including transmission, risk reduction and universal precautions for handling blood and body fluids.

9. All schools shall adopt routine procedures for handling blood and body fluids consistent with the Centers for Disease Control Universal Precautions for Handling Blood and Body Fluids. All students and employees of the school shall exercise care in handling body fluids, regardless of whether infected persons are in attendance.

10. Appropriate disinfecting and sanitization procedures shall be followed in accordance with CDC and Georgia Department of Public Health guidance.

Adopted: 04-13-06

Revised: 07-12-07

Reviewed: 09-14-15

Reviewed: 08-14-17

Reviewed: 09-09-19

Revised: 03-08-22

Solicitations of Staff and Students

C2

The Brighten Academy Board adopts the following policy effective on the date of adoption by the Board.

All solicitation within the school must have prior approval of the Administrator(s). An annual Fundraising Plan shall be approved by the Governing Board prior to each school year.

No fundraising organizations shall be permitted to solicit funds from students or employees without prior approval from the Administrator(s). Charitable organizations' solicitations must be approved annually.

Door-to-door collection shall be prohibited for all students.

The Board maintains that employees have the right to privacy and shall have the freedom to perform professional duties in an environment uninterrupted by solicitations from colleagues or from outside agencies without approval of the Administrator(s).

Adopted: 04-13-06

Revised: 07-12-07

Revised: 10-12-09

Reviewed: 09-14-15

Reviewed: 08-14-17

Reviewed: 09-09-19

Reviewed: 03-08-22

Transportation

C3

The Brighten Academy Board adopts the following policy effective on the date of adoption by the Board.

The Governing Board is committed to safe transportation of all students to and from school and events.

Car Riders

Brighten Academy's primary transportation method shall be parent or guardian drop off or pick up of students to and from school daily.

To ensure the safety of all students, staff, and visitors, the Executive Director shall establish procedures including, but not limited to: authorization processes for dismissal, drop off and pick up times, routes, supervision, and load/un-load processes. These procedures shall be published in the student handbook each year and updated periodically as needed for efficiency and safety.

Parents, guardians, day-care buses/vans, and other authorized individuals dropping off or picking up students shall comply with all procedures set forth by the Executive Director. The Executive Director retains the authority to restrict access to the property, up to and including prohibiting access to the property for habitual non-compliance with school policies and procedures. The policy and procedures are in place to ensure the efficiency of arrival and dismissal processes, as well as the safety of students, staff, and visitors.

Busing

When available, students may be transported to and from school in vehicles owned by the Douglas County School System or other approved vehicles, including charter buses or vans, which are compliant with state regulations related to transporting public school students.

For fieldtrips and other off-site events where transportation is provided, Brighten Academy shall procure the permission and medical release for students by parents or guardians and shall maintain records in accordance with the approved records retention schedule.

In accordance with other Board policy, on any Field Experience, priority of transportation to be used should be in the following order:

1. System owned buses
2. Alternate transportation
3. School employee's private vehicles
4. Parent's private vehicles

Students shall be required to follow all safety regulations required of passengers riding on school vehicles.

Students or children under the age of 18 who are not enrolled at Brighten Academy shall not be permitted to ride in vehicles provided by Brighten Academy.

Walking and Biking

Brighten Academy's Governing Board recognizes the benefits of exercise, including walking and biking. However, to ensure the safety of all students, Brighten Academy prohibits unaccompanied minors under the age of 18 from walking or biking to and from school where established cross walks, crossing guards, or signage on streets within 1 mile of the school are not present.

Brighten Academy will accept or release students from the car rider area only to the care of a parent or guardian or other individual approved by the parent or guardian.

Adopted: 03-14-11
Revised: 09-08-14
Reviewed: 09-14-15
Reviewed: 08-14-17
Reviewed: 09-09-19
Revised: 07-27-20
Reviewed: 03-08-22

Transportation: Field Experiences and Excursions

C3-E1

FIELD EXPERIENCES AND EXCURSIONS

Privately Owned Vehicles Transportation Release for Field Experiences and Excursions

It is anticipated that my child, _____, will, in the course of his or her activities while a student at Brighten Academy, travel in privately owned vehicles on Field Experiences or excursions.

I understand, however, that participation by my child in such Field Experiences or excursions is voluntary and is not required in order to otherwise receive full academic credit.

Brighten Academy, its officers, officials and employees are not responsible for any injury or other loss which might occur to a student or a student's property while traveling on approved school Field Experiences or activities.

Signature of Student

Signature of Parent or Guardian

Date

Organization: _____ Purpose of Trip: _____

Destination: _____ Approximate Mileage: _____

Date of Trip: _____ Time of Departure: _____

Date of Return: _____ Time of Return: _____

Trip Cost: _____ (Admission Cost _____ Lunch Cost _____)

Adopted: 12-12-22

Disruption or Interruption of Operation of Public Schools C4

The Brighten Academy Governing Board adopts the following policy effective on the date of adoption by the Board.

Safety

In accordance with the school's mission to ensure a safe environment that maximizes learning time, it shall be unlawful for any person to knowingly, intentionally, or recklessly disrupt or interfere with the operation of any public school, public school bus, or public school bus stop as designated by local school boards of education. Any person violating this policy shall be subject to repercussions pursuant to Georgia law.

Any person who acts in a manner which disrupts or interferes with the operation of Brighten Academy will be immediately removed and banned from campus. This includes electronic or other forms of communication, which are threatening or otherwise improperly aggressive. In the event family members or other representatives of a student continue to act in an aggressive or inappropriate manner, the situation will be referred to law enforcement.

Adopted: 11-8-07

Revised: 12-17-12

Revised: 09-08-14

Reviewed: 10-16-17

Reviewed: 09-09-19

Reviewed: 03-08-22

Food Service Management

C5

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Participation – All employees, parents, and visitors invited by the administration shall be allowed to have breakfast and/or lunch in the school cafeteria. Advance notice shall be given as designated by the Executive Director or designee. Adult portions will be equal to those served to the students.

Price of Meals – It is the responsibility of the Nutrition Director to recommend the price of meals to the Board for approval. The price of meals shall be computed by considering the food costs, labor costs, employee benefits, and all other expenses (i.e. utilities, etc.) in order to cover all costs. The set price of adult meals must always be higher than the calculated average cost per plate.

Funding – The Food Service program is cooperatively supported by local, state, and federal agencies as well as program participants.

Records and Reports – Records and reports are the responsibility of the administration. Financial reports should be submitted to the Board on a monthly basis.

USDA Commodities – Food commodities are distributed by the Federal Government solely for use in the preparation of meals for students. The value of commodities used in meals other than reimbursable meals served to students must be added to the costs of the meal.

Carrying Food from Premises – Food and supplies purchased with funds derived from public taxes, meal charges, donations from the community, and commodities distributed to the school through State and Federal authorities shall not be removed from public school premises except those duly authorized for transfer by the Executive Director.

Purchases – No one will be allowed to purchase foods for personal gain through the school food service program. All purchases of foods, equipment, and other materials necessary for the operation of the lunchroom, shall be made in accordance with the Board and the Georgia Department of Education procurement policies.

Milk Program – The school must purchase milk from a vendor in accordance with current GA DOE and Federal requirements.

Food Poisoning and Procedure in Case of Outbreak – If there is food poisoning in the school, the Executive Director shall contact the local health department immediately. If possible, the parent(s)/guardian(s) of the students affected should be contacted immediately.

Free and Reduced-Price Food Service – The Board, having entered into an agreement to participate in the National School Lunch and Breakfast Programs for which it will receive commodities donated by the U.S. Department of Agriculture, accepts responsibility for providing free and reduced- price lunches to eligible children in the school. The Governing Board assures the Georgia Department of Education, School, and Community nutrition entities, that the school will uniformly implement the approved policy with respect to determining the eligibility of children for free and reduced-price meals in all National School Lunch Programs, School Breakfast Programs, and after-school snack programs, if provided. In fulfilling its responsibilities, the Board agrees to abide by state and federal standards.

Adopted: 07-28-14
Reviewed: 10-16-17
Revised: 09-09-19
Revised: 03-08-22

Sale and Consumption of Food during the School Day

C6

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The following guidelines shall govern the sale and consumption of food during the school day.

1. Teachers and school personnel are discouraged from using food, candy, and other non-nutritional items as rewards for students. The school is encouraged to develop party, fundraising, and vending ideas to encourage nutrition and wellness.
2. Due to concerns over food safety, parents and teachers are discouraged from bringing outside food that is served to a group of students into the school. The Nutrition Director will provide appropriate handling procedures on request.
3. The sales of all food items for fundraisers or other non-food service activities during the school day must be in accordance with the Wellness Program policy (H27) and have the prior approval of the principal/designee. The following directives shall be observed in operating school cafeterias: the sale and distribution of Foods of Minimal Nutritional Value as defined by USDA is prohibited in schools from the beginning of the day (8:00 AM) until the end of the school day or after school program, whichever is later.
4. Except with prior approval of the Executive Director, all Field Experiences will have a sack-lunch option, prepared by the school food service, with the requirement that students and/or classes must place the order at least two weeks in advance.

Adopted: 07-28-14

Revised: 10-16-17

Revised: 09-09-19

Revised: 03-08-22

Emergency Drills

C7

The Brighten Academy Governing Board adopts the following policy, effective on the date of adoption by the Board.

Brighten Academy will participate in all emergency drills and activities recommended and/or required by the county and the state. The purpose of the drills is to train students and staff members what to do in an emergency situation. Students will not be permitted to talk or run during any of the drills.

Fire Drills

When the alarm sounds, teachers should follow the exit plan designated on the classroom maps posted in the classroom. The classroom door should be closed as the last student exits. They will assemble at least 100 feet from the building in a location not obstructing the road. Roll will be taken to determine if any students are missing. When the alarm sounds, the administrators or designees will check the building and inform the Executive Director or designee immediately when all students, employees, and visitors have exited the building. Details on Fire Drill procedures are found in the Staff Handbook.

Silent Evacuations

Brighten Academy will practice silent evacuations according to best practices. Silent Evacuations are so named because of the absence of any kind of electronic device to signal or communicate before, during, and after the evacuation. Staff members should follow same procedures for fire drill evacuations. Detailed procedures are found in the Staff Handbook.

Tornado Safety Procedures

Terms: Tornado Watch -- means weather conditions are favorable for tornadoes to develop.

Tornado Warning -- means that a tornado has been sighted and reported by the public or picked up on radar.

The Administrative staff shall monitor the weather radio for severe weather. In the event of severe weather where a tornado could occur, staff members should follow the detailed procedures for tornado safety outlined in the Staff Handbook.

Caution Alert

Some circumstances may cause the school to have a caution alert. Under a caution alert staff and students would use extra caution while going about the normal operation of the school day. If the school is under a caution alert, outdoor play and activities are suspended, and transitioning outside is to be limited to only when necessary. Staff members are encouraged to lock classroom doors and continue instruction as usual. More details on caution alerts can be found in the Staff Handbook.

Intruder Alert

The school will also practice for an emergency situation involving an intruder coming into the school. For this drill, all staff members should shelter in place. Staff members should lock their doors and follow the detailed Intruder Alert procedures found in the Staff Handbook.

Participation

All students, staff, and visitors are expected to practice and participate in any safety drill which might be conducted on any given day of the school year if they are in attendance at school that day.

Adopted: 11-13-23

Bank Policy

D1

The Governing Board of Brighten Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Bank Accounts

The Board President, and Board Treasurer, and Executive Director of Brighten Academy has the authority to open a business checking account and a business operating account on behalf of Brighten Academy to be used to hold the school's assets.

Brighten Academy has the authority to enter into an agreement with a bank or other Federally insured financial institution once the Governing Board had adopted a formal resolution at a board meeting held in accordance with its bylaws designating the bank for the school to use for its financial transactions. Once the resolution has been adopted, the Board President and the Treasurer have the authority to enter into an agreement with the selected financial institution. This agreement should be signed by the Board President and Board Treasurer.

Checks

Any authorized check drafted on the school's designated bank account shall require two signers. Those signers shall be an officer of the governing board (President, Vice-President, Secretary, or Treasurer), Executive Director, and/or a Board designee. The Executive Director and the Board President are each an agent of Brighten Academy with the authority to exercise all powers.

Checks received shall be endorsed "for deposit only" and deposits should be weekly. Checks payable to cash for any reason are prohibited.

Services or products rendered, reimbursement requests with original receipts, or mileage reimbursements may receive payment with a check.

Mail Procedures.

Due to the confidential nature of the information, the mail is not opened, but it is date stamped and delivered. Checks received through the mail are recorded on the check log.

Bank Reconciliations

There will be segregation of duties between individuals responsible for cash receipts and cash disbursement and the individual(s) responsible for bank reconciliations.

An outside designee is responsible for bank reconciliations at a minimum of once monthly. Each bank statement, assets, and liabilities shall be reconciled to both the checkbook and the general ledger.

Online Bank Account Access

The Board President, Board Treasurer, and Executive Director of Brighten Academy have the authority to grant online access for (visibility and reporting purposes only) to other members of the Brighten Academy Governing Board and Staff. The Board President, Executive Director of Brighten Academy and/or Treasurer can extend this visibility to a third party who is working on behalf of the school (i.e. contracted Chief Financial Officer or accounting support group).

Transfer of Information

If the individual serving in any capacity for Brighten Academy who has access to financial records, bank accounts or critical information ends his or her board service/employment/contract with Brighten Academy, or is terminated by the school or otherwise removed from his or her duties, he or she shall immediately give the school management and all necessary passwords and other related information. The school will change the passwords and other security information once the individual ends his or her board term/employment/contract with the school.

Adopted: 01-24-11
Revised: 01-28-13
Revised: 10-28-13
Reviewed: 04-13-15
Revised: 11-14-16
Revised 12-12-16
Reviewed: 09-09-19
Reviewed: 04-11-22

Bids and Quotations

D2

The Brighten Academy Governing Board adopts the following policy, effective on the date of adoption by the Board.

All contracts for, and purchases of supplies, materials, equipment, and contractual services for Brighten Academy shall be made on the basis of quality, price, and service. Acquisition of all goods and services shall be subject to the following limits, except when a clear emergency exists or a particular item may be obtained from only one known supply source. Proper documentation shall be maintained regarding all such exceptions. Purchases must not be divided into smaller units in order to circumvent this policy.

1. All requests to purchase technology equipment and software, regardless of the funding source, or to receive donated new or used technology equipment and software, shall be reviewed prior to purchase by the Executive Director or a designee.
2. All purchases for goods and services with a total estimated value of at least \$1,000.00 but less than \$15,000.00 shall be made on the basis that the best price has been obtained through verbal quotations.
3. All purchases for goods and services with a total estimated value of at least \$15,000, but less than \$50,000 shall be made on the basis of at least three written quotes.
4. All purchases for goods and services of \$50,000.00 or more shall be awarded through a written competitive sealed bid process and through the approval of the Executive Director, treasurer and the Brighten Academy Governing Board.
5. All bids must be accompanied by a copy of the bidder's current insurance, a copy of the bidder's updated business license, and a copy of the Certificate of Liability Insurance (\$1,000,000 minimum) with Brighten Academy, Inc. listed as additionally insured (See D2-E1 for an example).
6. All bids must be clearly absent of any conflict of interest.
7. Notice must be published in the Georgia Procurement Registry for all bids or quotations in excess of \$100,000.

The following purchases may be made without regard to the bidding requirements upon approval by the Executive Director and/or Board depending on the price (see: next section "All purchases must be approved subject to the following limits".)

1. Textbooks, films, slides, DVDs, CDs, electronic books, newspapers, library books, reference materials, or other instructional media from the publisher, distributor, or agent.
2. Tests and test scoring services of a standardized examination from the publisher or licensed agent.
3. Membership in various educational or related organizations, agencies or services providing direct benefits to the System.

4. Agreements for maintenance service from the original vendor or authorized agent of the installed equipment or products if the same cannot be competitively bid.
5. Continuance of an existing purchase agreement, bid, request for proposal, time and material contract, rent, lease or purchase order duly authorized by the Board or its Agent.
6. Additional purchases of like equipment, materials, supplies, services, rentals or leases previously approved may be made provided the additional order is at the same or lower price, and at the same terms and conditions. Contractual provisions can be made to provide an inflation/deflation mechanism for price adjustments based on the Consumer Price Index or Producer Price Index for commodities or services.
7. Items from an existing contract or bid from another local, state or federal governmental agency if in the best interest of the school system. Proper documentation must be maintained regarding such exception.
8. Instructional, vehicle, equipment, and facility emergency needs, which if not accomplished immediately, (a) would result in health/safety hazards to students and/or school employees, (b) would result in additional damage, and/or (c) would cause interruption of the instructional program. Proper documentation must be maintained regarding such exceptions.
9. Products and services, which are available from only one vendor, are excluded from the bid requirements provided a reasonable and diligent search has been made for other possible supplies or other appropriate information has been obtained to document the matter.

All purchases must be approved subject to the following:

1. All school purchases of \$1,000 or more must be approved by the Governing Board if expenses fall outside the pre-approved budget.
2. Vendors are at liberty to quote on alternative competitive products and services when a particular brand or model is specified, provided items quoted are fully compatible and of equal or better quality as determined by the Brighten Academy Governing Board committee. The Office of Business Services and/or the Board reserve the right to request vendors to supply samples of products being purchased.

The Board reserves the right to reject any or all bids and to accept the bid which appears to be in the best interest of the school. The Board reserves the right to waive any informality in, or reject, any or all bids or any part of any bid.

Adopted: 02-07-08
Revised: 03-13-08
Revised: 10-12-09
Revised: 01-11-10
Revised: 10-28-13
Revised: 09-08-14
Revised: 11-14-16
Revised: 09-25-17
Revised: 07-16-18
Revised: 09-09-19
Revised: 06-08-20
Reviewed: 04-11-22
Revised: 06-13-22

Capital Assets Accounting

D3

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

Definition of Capital Asset

A capital asset is an asset that is tangible in nature; has a life that exceeds one year; of significant value (\$5,000 per unit or a lower amount designated by the Governing Board); and reasonable identified and controlled through a physical inventory system. Examples include: land, buildings, machinery, and furniture.

Documentation

The Governing Board shall ensure that Brighten Academy maintains accurate records of capital assets in accordance with applicable rules.

Inventory

A physical inventory of capital assets will occur annually at a minimum. Board approval must be obtained before disposal of capital assets.

Annual Audit

The annual financial audit required by O.C.G.A. §20-2-2065 (b) (7) shall include and exhibit in the audit report identifying all capital assets and the ownership interest of local, state, and federal parties.

Adopted: 01-24-11

Reviewed: 08-25-14

Revised 12-12-16

Reviewed: 09-25-17

Reviewed: 09-09-19

Reviewed: 04-11-22

Cash Management

D4

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

Documentation

All cash transactions shall be recorded in writing, such as by handwritten receipt detailing from whom the money and in what amount, which shall be signed and dated by the staff member receiving the cash. The cash and receipt book shall be reconciled in a Master Receipt Book with the exception of the receipts from the contracted food services management company.

Segregation of Duty

The personnel responsible for depositing cash in Brighten Academy's bank account will only be responsible for depositing cash into the bank account and will be segregated from the duty of receiving cash on behalf of the school. All cash that has not been deposited shall be kept in a secured location on school premises with limited access. A copy of the validated deposit slip shall be returned to the school on the same day the deposit is made or the next business day after the deposit is made.

Expenditures

All expenditures of school funds, including cash expenditures, shall be documented and accounted for by daily receipts. As a general rule, cash will not be used to make purchases. School checks will not be made payable to "cash."

Segregation of Duties

The Executive Director of Brighten Academy shall ensure that appropriate segregation of duties exists with regard to handling of all money transactions including reconciliation.

Adopted: 01-24-11

Reviewed: 08-25-14

Revised 11-14-16

Reviewed: 10-16-17

Revised: 10-07-19

Reviewed: 04-11-22



**BRIGHTEN
ACADEMY**

**Check Request
D4-E1**

CHECK REQUEST FORM
Must Be Completed in Blue or Black Ink

Vendor: Name _____
Address _____

Phone _____ Fax _____

Reason for Request: _____

Amount Requested: _____ Date Requested By: _____

The following should be attached when requesting payment:

(Field Experiences do not require a PO or Packing Slip)

_____ Purchase Order/Quote _____ Invoice/Receipt _____ Packing Slip

Requested by _____ Date _____
Approved by _____ Date _____

The following information is to be completed by the Bookkeeping Department

PO Number _____ (if applicable) Bank Account _____
Function Code _____ Class Code _____
Object Code _____

Comments _____

Reviewed: 04-11-22

Money Tally Form

D4-E2

| BRIGHTEN ACADEMY MONEY TALLY FORM | | | | | | | | | |
|-----------------------------------|---------------|------------|--------|----------------|--------|--------|----------------|--------|--|
| Teacher: | | | | | | | | | |
| Reason for Collection: | | | | | | | | | |
| Date: | | | | | | | | | |
| CASH | | | CHECKS | | | CHECKS | | | |
| | Quantity | Total Cash | Name | Check # | Amount | Name | Check # | Amount | |
| | \$100.00 | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | \$50.00 | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | \$20.00 | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | \$10.00 | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | \$5.00 | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | \$1.00 | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | \$1 COIN | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | \$0.50 | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | \$0.25 | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | \$0.10 | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | \$0.05 | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | \$0.01 | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | TOTAL | \$0.00 | | | \$0.00 | | | \$0.00 | |
| | | | | | \$0.00 | | | \$0.00 | |
| Cash Total | \$0.00 | | | | \$0.00 | | | \$0.00 | |
| Check Total #1 | \$0.00 | | | | \$0.00 | | | \$0.00 | |
| Check Total #2 | \$0.00 | | | | \$0.00 | | | \$0.00 | |
| Grand Total | \$0.00 | | | | \$0.00 | | | \$0.00 | |
| | | | | | \$0.00 | | | \$0.00 | |
| | | | | | \$0.00 | | | \$0.00 | |
| | | | | | \$0.00 | | | \$0.00 | |
| | | | | | \$0.00 | | | \$0.00 | |
| | | | | | \$0.00 | | | \$0.00 | |
| | | | | | \$0.00 | | | \$0.00 | |
| | | | | | \$0.00 | | | \$0.00 | |
| | | | | | \$0.00 | | | \$0.00 | |
| | | | | CHECK TOTAL #1 | \$0.00 | | CHECK TOTAL #2 | \$0.00 | |

Reviewed: 10-07-19
 Reviewed: 04-11-22

**Purchase Order
D4-E3**



**BRIGHTEN
ACADEMY**

PURCHASE ORDER

Bill To: Brighten Academy

5897 Prestley Mill Road

Douglasville, GA 30135

770-615-3680 Office 770-575-3614 Fax

Ship To: Brighten Academy

5897 Prestley Mill Road

Douglasville, GA 30135

Must Be Completed in Blue or Black Ink

PO # _____

Date: _____

Vendor: _____

Address: _____

Phone Number: _____ **Fax Number:** _____

| Item # | Description | Qty | Price | Total |
|---------------|--------------------|------------|--------------|--------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |

Brighten is a 501 (c) (3) – Tax Exempt # 57-1218112

Sub Total _____

Net 30 terms

Shipping _____

Function: _____ **Object:** _____

Total _____

Bank Acct: _____ **Class Code:** _____

Requested By: _____ **Date:** _____

Approved By: _____ **Date:** _____

For Office Use Only

Order Placed By: _____ **Date:** _____ **Received Date & Initials:** _____

NOTES:

TERMS AND CONDITIONS OF PURCHASE (Revised – August 2013)

1. These Terms and Conditions of Purchase ("Terms") shall constitute an agreement between Buyer and Seller upon Buyer's order of goods from Seller and/or the provision by Seller of any services to Buyer, and, together with such order, shall constitute the entire agreement between the parties respect thereto. Any provision in Seller's confirmations, invoices or other documentations which are in addition, or inconsistent with, these Terms are not accepted and shall be void. To the extent of any conflict between these Terms and any duly executed, written agreement between Buyer and Seller related to the goods and/or services referenced therein, the Terms contained in such agreement shall control.
2. Seller expressly covenants and warrants: (i) the goods and services shall be free of defects in title, liens, encumbrances and third party claims; (ii) the goods and services shall conform to all specifications, performance guarantees and warranties; (iii) the goods shall be merchantable, fit and sufficient for the particular purpose intended; (iv) the services shall be completed in good, workmanlike manner in accordance with industry standards and will be free from faults; and (v) the goods shall be free from manufacturing or design defects. Buyer may inspect and reject non conforming goods and may, at Buyer's option, wither return such rejected goods at Seller's expense or hold them pending Seller's reasonable instructions. Buyer may require Seller to correct defective or non-conforming services or Buyer may have the work corrected by others, and, in either event, Seller shall bear the cost, including applicable taxes, of such correction and any damages or expenses caused by such defective or non-conforming services. To the extent permitted by applicable law, Seller agrees to indemnify, protect and hold harmless Buyer from an claim, loss of expense, regardless of nature, arising out of or incident to the goods provided and/or services performed hereunder, excluding any claim, loss or expense caused by the sole negligence of Buyer.
3. The obligation of Seller to meet delivery dates, specifications and quantities set forth in the order, is of the essence of the agreement. Buyer may cancel the order for, and Seller shall be responsible for any loss to or claim against the Buyer arising out of, Seller's failure to meet the same.
4. Unless otherwise agrees in writing, title and risk of loss in all goods sold shall pass to Buyer upon Seller's unloading of the goods at Buyer's facility. Unless otherwise agreed in writing, Seller is responsible for all aspects of U.S. Customs clearance, compliance with all Laws in connection therewith, and payment of any and all duties and/or fees, whether due at entry, after entry, at liquidation, or after liquidation. Buyer is purchasing the goods on a duty-paid basis after entry, and expressly declines to serve as importer of record for the goods. Seller agrees that it or its agent will serve as importer of record and will be identified as such on all customs forms.
5. Buyer reserves the right to, at its option, either cancel or extend the date of delivery of all or any part of the order which has not actually been shipped by Seller, in the event Buyer's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, act of God or the public enemy, or any cause, whether like or unlike the foregoing, if beyond the reasonable efforts of the Buyer to control, or in the event of the closure of the facility or discontinued use of the asset to which the goods and/or services relate.
6. Buyer shall have the right to set off any amount payable by Buyer to Seller against any amounts payable by Seller to Buyer pursuant hereto or otherwise. Buyer may withhold payments for services to such extent as it deems necessary to protect Buyer from loss due to: (i) defective services not remedied; (ii) claims or liens filled or reasonable evidence indicating probable filing thereof; (iii) failure of Seller to make payments properly to subcontractors, vendors or suppliers; or (iv) persistent failure by Seller to perform the services in accordance with these Terms.
7. With respect to services, extensions of time shall be Seller's sole remedy for any and all delays by Buyer, and no such delay or extension of time shall be constructed as cause or justification for payment for additional compensation for Seller unless mutually agreed to in writing between Buyer and Seller.
8. The remedies herein shall be cumulative and in addition to any remedies provided in law or equity. No waiver of breach of any provision of the order of thee Terms shall constitute a waiver of any other breach, or of such provisions.
9. With respect to goods and any ancillary services, these Terms and any order shall be construed in accordance with the Uniform Commercial Code as enacted in the State of Georgia for goods delivered in the United States. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or any order.
10. Seller's and Buyers obligation hereunder shall be subject to and comply with all applicable government laws, rules, regulations, executive orders, priorities ordinances and restrictions not or hereafter in force, including, to the extent applicable, but not limited to: (i) the Fair labor Standards Act of 1938, as amended; (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the Age Discrimination in Employment Act of 1974; (vii) The Occupational Safety and Health Act; (viii) The Civil Rights Act of 1991; (ix) The Americans with Disabilities Act; (x) the equal employment opportunity and affirmative action requirements set forth in 41 C.F.R. Part 60-1.4(a) (women and minorities), 41 C.F.R. Part 60-250.5(a) and part 60-300.5(a) (covered veterans), and 41 C.F.R. part 60-741.5(a) (individuals with disabilities), and the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference into these Terms; and (xi) the rules, regulations and orders pertaining to the above (collectively "Laws"). Without limiting the aforementioned, Seller shall comply with all Laws regarding the packaging, labeling, handling, use, storage, transportation and treatment of materials or containers which are, or contain hazardous or toxic materials. Seller represents and warrants that the goods have been and will manufactured, sold, furnished, transferred and delivered in compliance with environmental Laws and standards, including all applicable sections of the Toxic Substance Control Act (15 USCS 2601) et seq. ("TSCA"). Seller shall provide Buyer with a Substance Inventory and the Canadian Domestic Substances List or specifically exempted. Seller shall furnish to Buyer Material Safety Data Sheet ("MSDS") in the format and with the information required by Law for the goods and such other information as Buyer may reasonably request from time to time concerning potential hazards. Such MSDS shall contain all information reasonably necessary to enable Buyer to comply with any applicable "hazard communication", "right-to-know" or similar Laws.
11. Seller warrants neither the goods and/or services nor processes supplied hereunder nor the use to which the same are to be put (according to Buyer's stated purpose to such use are inherent in the goods/or services) infringe upon any patent, trademark, copyright, trade secret or other intellectual property rights of any third party. Information, which Seller creates through or in connection with performance of the order, if such specifically includes creative or developmental tasks, shall be and remain property of Buyer.
12. At its own expense, Seller shall provide the following minimum insurance coverage and limits with respect to liability arising out of service performed and/or goods supplied by Seer: (i) Worker's Compensation Insurance, as prescribed by applicable law, and Employers Liability Insurance with minimum limits of \$1,000,000 each accident; (ii) Commercial General Liability Insurance, with minimum limits of \$3,000,000 for bodily injury and property damage, per occurrence and in the aggregate; and (iii) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. Such insurance shall list Buyer as an additionally insured and provide coverage on an "occurrence" policy form acceptable to Buyer. The coverage afforded under any such insurance policies shall be primary and non-contributory to any other insurance available to Buyer. All such policies shall provide that the same shall not be cancelled nor the coverage modified nor the limits changed without first giving Buyer 30 days' prior written notice. No such cancellations, modification or change shall affect Seller's obligation to maintain the coverage required. Seller shall provide Buyer with a certificate of insurance and additional adequacy of coverage or compliance with the requirement of these Terms. Seller shall waive all rights to subrogation that the insurers may have against the Buyer. These obligations to carry insurance shall not limit or modify in any way other obligations assumed by the Seller under these Terms.
13. Seller shall not subcontract any portion of the services without Buyer's prior written consent as to the identity of each subcontractor and the extent of services each is to perform. Seller shall ensure that each subcontractor agrees to be bound by those Terms that are relevant to the portion of the services being performed by such subcontractor. Seller agrees that it is fully responsible to Buyer for their acts and for compliance with any appliance employment and tax laws with respect to such personnel or subcontractors.
14. Seller shall operate as an independent contractor and not as an agent, employee, servant or representative of buyer. No personnel of Seller or any subcontractor, whether or not located on Buyer's premises, shall be deemed under any circumstances to be agents, employees, servants or representatives of Buyer and shall not hold themselves out as such. Seller assumes full responsibility for the acts and omissions of its subcontractors and of persons directly or indirectly employed by Seller.
15. Seller will not disclose to others and will not take or use for its own purposes of others any information, knowledge or data relating to (i) Buyer's confidential or proprietary business plans, policies, strategies and philosophy, financial statements and information, prices and costs, suppliers, customers and customer requirements, marketing strategies and targets, skills of Buyer employees, and the manner in which Buyer provides products and services to its customers or (ii) Buyer's secret, proprietary or confidential information, knowledge (know-how) or data relating to any business idea, product, apparatus, machine, process, procedure, formula, data, database, computer software, hardware and network architecture, manufacturing, purchasing, accounting, engineering, or marketing method at any time used, invented, developed, acquired, discovered, or investigated by Buyer ("Confidential Information"). To the extent the parties have executed a spate agreement relating to the protection of confidential information, such terms and conditions shall continue in full force and effect and shall supersede any contrary terms or conditions herein. Seller shall not use any name, trade name, logo, trademark or service marks owned or used by Buyer, or publish or represent directly or indirectly that any goods and/or services offered by Seller have been approved, used or endorsed by Buyer unless otherwise agreed in writing.
16. For purposes hereof, "Buyer" shall mean the entity issuing the order for goods and/or services. In no event shall any entity other than the entity issuing the specific order of goods and/or services be liable or jointly liable with respect to such order.
17. Unless expressly subject to a written agreement signed by both Buyer and Supplier, Supplier acknowledges that it has reviewed Buyer's "Terms and Conditions of Purchase", available at Buyer's Website (the Brighten "Terms and Conditions") and that purchase of goods and/or services by Brighten are subject to the Brighten Terms and Conditions. Buyer reserves the right to modify the Brighten Terms and Conditions at any time without prior notice and the current version shall supersede all prior versions upon posting to Buyer's Website.
18. Payment Terms: Net 30 from receipt of correct invoice.

Reviewed: 04-11-22

Updated Jan. 8, 2024
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Document Retention and Destruction

D5

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

Purpose

In accordance with the Sarbanes-Oxley Act, which makes it a crime to alter, cover up, falsify, or destroy any document with the intent of impeding or obstructing any official proceeding, this policy provides for the systematic review, retention and destruction of documents received or created by Brighten Academy in connection with the transaction of organization business. This policy covers all records and documents, regardless of physical form, contains guidelines for how long certain documents should be kept, and how records should be destroyed. The policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate Brighten Academy's operations by promoting efficiency and freeing up valuable storage space.

Document Retention

Brighten Academy follows the document retention procedures and schedule as required by the state of Georgia. The retention refers to all versions of any document.

Emergency Planning

Brighten Academy's records will be stored in a safe, secure and accessible manner. Documents and financial files that are essential to keeping Brighten Academy operating in an emergency will be duplicated or backed up regularly and maintained off site.

Compliance

Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against Brighten Academy and its employees and possible disciplinary action against responsible individuals. The Board will periodically review these procedures to ensure that they are in compliance with new or revised regulations following state guidelines for document retention.

Electronic Documents and Records

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files, including records of donations made online, that fall into one of the document types on the above schedule will be maintained according to state guidelines for document retention. If a user has sufficient reason to keep an email message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods will be tested on a regular basis. All

Adopted: 10-12-09

Revised: 5-9-22

Revised: 01-28-13

Reviewed: 05-11-15

Revised 11-14-16

Reviewed: 10-16-17

Revised: 10-07-19

Expense Reimbursement D6

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

The Brighten Academy Board will reimburse preapproved expenses incurred by designated persons in accordance with state and local regulations, and in accordance with all policies and procedures described within Brighten Academy Board Policy D4, Cash Management. Decisions should always be made with the goal of using tax dollars wisely.

Local regulations can be found on the Douglas County School System website; DCSS policy DJEA is related to Brighten Academy policy D6.

Adopted: 07-28-08

Revised: 10-12-09

Revised: 01-28-13

Reviewed: 05-11-15

Reviewed: 11-14-16

Reviewed: 11-13-17

Reviewed 01-13-20

Reviewed 05-09-22

Federal Fiscal Compliance

D7

The Governing Board of Brighten Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Fiscal Requirements under Title I, Title II, and Title IV of NCLB

Brighten Academy shall ensure that federal funds will be used to supplement, not supplant regular non-federal funds.

Documentation shall be maintained, or cause to be maintained, by the Director of Finance and Human Resources. The documentation must clearly demonstrate the supplementary nature of federal funds.

Prior to expending funds, the Executive Director shall consult the grant award notification and/or appropriate OMB Circular or other federal guidance to determine what costs are allowable. The Executive Director shall ensure that all grant funds are expended in accordance with the grant award and/or circular or other federal law or rule.

If an employee's compensation is funded by any grant, the Director of Finance and Human Resources shall ensure that the employee maintains a time sheet on which he or she records the time spent during the work day along with a description of the service he or she performed during that time. The time sheets must contain the signatures of the employee and a school official.

Grant Compliance

If Brighten Academy receives CSP grants, the Executive Director shall ensure that Brighten Academy shall comply and use the federal funds in accordance with all statutes, regulations, and approved applications.

The Director of Finance and Human Resources and CFO shall directly administer or supervise the administration of any projects funded through CSP funds, and shall use fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, federal funds.

When using CSP funds to enter into a contract for equipment or services the Executive Director shall comply with the applicable federal procurement standards.

Use of Federal Grant Funds for Procurement

The Director of Finance and Human Resources shall ensure that all procurement transactions are conducted in a manner that provides open and free competition. Awards must be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to Brighten Academy considering price, quality, and other relevant factors deemed appropriate by Brighten Academy as stipulated on Brighten Academy's preferred vendor policy.

Pursuant to the Code of Ethics for Board Members policy, no employee, officer, or agent of, who has a real or apparent conflict of interest, will participate in the selection, award, or administration of a contract supported by public funds. Employees, officers, and agents may also not solicit or accept favors, gratuities, or anything of monetary value from contractors or their agents.

Vendors/Contractors

- a. The solicitation of bids or offers must provide a clear and accurate description of the requirements to be fulfilled by the bidder, technical requirements to be performed including the minimum acceptable standards and specific features of brand name or equal descriptions that bidders are required to meet;
- b. Positive efforts shall be made to utilize small businesses, minority-owned firms, and locally-owned businesses whenever possible;
- c. The type of procurement instruments used (e.g. purchase orders) must be appropriate for the particular procurement;
- d. Contracts are made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement, as stated on Brighten Academy's preferred vendor policy;
- e. Procurement documents shall be made available, upon request, to appropriate government officials.

Record Documentation

The Director of Finance and Human Resources or Executive Director shall ensure there is a cost or price analysis made and documented with every procurement action as well as appropriate documentation for the basis for the contractor selection. The Director of Finance and Human Resources or Executive Director shall also ensure the evaluation of the contractor performance and document whether the contractor has met the terms, conditions, and specifications of the contract.

Adopted: 01-24-11

Revised: 10-6-14

Revised: 11-14-16

Revised 12-12-16

Reviewed: 11-13-17

Reviewed 05-09-22

Investment of State Funds

D8

The Governing Board of Brighten Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Investment

The Executive Director or Director of Finance and Human Resources shall ensure that any investment of state funds is done in accordance with applicable state law and rules, including the Financial Manual for Local Units of Administration. The investment of state funds shall be made with judgment and care and not for speculation, but for investment, considering the probable safety of capital and the probable derived income.

Investment of state funds shall be governed by the following objectives, in order of priority (1) preservation and safety of principal; (2) Liquidity; and (3) Yield.

Investment Management Firm and/or Officer

The Governing Board may determine that it is necessary to contract with an investment management firm that is registered under the appropriate governmental entities to provide for the investment and management of the funds. Such a contract shall not exceed two years.

Discrete Maintenance of Records

The Board Treasurer shall ensure that all investments will be maintained in a discrete, charter investment account, separate from any other of accounts.

Adopted: 01-24-11

Revised: 11-14-16

Reviewed: 11-13-17

Reviewed 01-13-20

Reviewed 05-09-22

Limits for Withdrawals from Reserve Funds

D9

The Governing Board of Brighten Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

The purpose of the reserve fund is to ensure the school is able to maintain enough assets to cover all operating expenses of Brighten Academy for one or more months. The Brighten Academy Governing Board, through formal, board resolution preserves the ability to withdraw funds for emergencies from the reserve funds. Emergencies are defined as any unforeseen events, safety concerns, acts of God, or any other situation deemed as such by the Brighten Academy Governing Board.

Adopted: 07-26-10

Revised: 03-25-13

Revised: 11-14-16

Reviewed: 11-13-17

Reviewed 01-13-20

Reviewed 05-09-22

Annual Operating Budget

D10

The Governing Board of Brighten Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Budget Process

The Executive Director will ensure that Brighten Academy follows a budgeting process that is consistent with the requirements of federal and Georgia statutes, State Board of Education rules and regulations and any other applicable laws or rules.

The CFO, in conjunction with the Finance committee and the Executive Director, is responsible for the preparation of the annual budget.

Each year before the annual operating budget is drafted, the Director of Finance and Human Resources shall ensure that a needs assessment of Brighten Academy charter school is drafted and finalized by the Finance committee consisting of the school's Executive Director and other individuals designated by the Board. The Needs Assessment shall inform the drafting of the annual budget.

The Governing Board shall formally adopt the budget in an open meeting held in accordance with the Board bylaws before the fiscal year begins and before expenditure of any funds.

The Secretary of the Board will record the adoption of the budget and any amendments in the Board meeting minutes in which the adoption occurs.

After the adoption of the budget the Executive Director and the Governing Board shall review actual fund disbursements compared to the adopted budget and make amendments as needed. This shall occur soon after student enrollment is determined.

Fiscal Compliance

The Finance Committee shall ensure that Brighten Academy complies with all state and federal laws and rules concerning the budget and related processes of the school.

Adopted: 01-24-11
Reviewed: 11-14-16
Revised 12-12-16
Reviewed: 11-13-17
Reviewed 01-13-20
Revised 05-09-22

Payroll

D11

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Accurate and Timely Payroll

The Director of Finance and Human Resources shall ensure that the school employees are paid accurately and in timely accordance with applicable laws and rules.

School employees shall be paid:

- a. in United States currency
- b. by a written instrument (e.g. check) issued by the employer that is negotiable on demand at full face value for United State currency; OR
- c. by the electronic transfer of funds to the employee's bank pursuant to a direct deposit agreement signed by the employee.

Paydays

- a. Exempt employees. The paydays for exempt employees shall be on the last business day of the month.
- b. Non-exempt employees. The paydays for non-exempt employees shall be on the last business day of the month.
- c. Part-time hourly employees. The paydays shall be on the last business day of the month for hours worked from the 1st to the 15th of the month and the 15th of the month for hours worked from the 16th through the last work day of the month.

Withholding of Wages

The Director of Finance and Human Resources shall ensure that the wages of school employees are not withheld except in the following situations as permitted by applicable laws and rules.

- a. The school is ordered to do so by a court of competent jurisdiction;
- b. The school is authorized to do so by state or federal law; or
- c. The school has written authorization from the employee to deduct part of the wages for a lawful purpose.

Teachers Retirement System

The Director of Finance and Human Resources will ensure that the school complies with all requirements of the Georgia Teachers Retirement System including making any required contributions.

Overpayment

Brighten Academy will follow all state and federal laws regarding the recovery of any wage overpayment.

Adopted: 01-24-11
Revised: 11-04-14
Revised: 11-14-16
Revised 12-12-16
Reviewed: 11-13-17
Revised 01-13-20
Reviewed 05-09-22

Preferred Vendors

D12

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The purpose of this policy is to provide for the development and maintenance of a Preferred Vendor's list for purchasing for Brighten Academy. This policy is intended to be consistent with all other purchasing policies and bid policies adopted by Brighten Academy.

Preferred Vendor Selection

Preferred vendors shall be selected and utilized for those instances where there is repeat business which in the aggregate does not rise to the threshold for public bidding or for which the actual quantity of the commodity or service to be purchased is not ascertainable. The preferred vendor is one who has offered discounted goods and/or services to Brighten Academy. Such instances include, but are not limited to: instructional and office supplies and furniture, communication device repair, general maintenance services, locksmith services, advertisements in local communication vehicles, trade associations, utility companies, etc.

Qualifications of Vendors

Preferred vendors, if applicable, shall provide proof of insurance and a Federal Employer Identification Number so that we may conform to IRS reporting requirements.

The Executive Director or other designee retains the right to add vendors to the Preferred Vendor's list following the requirements listed above or upon request of a vendor who meets the requirements listed above related to provision of discounted goods or services and proof of insurance and FEIN.

Disbarment from Preferred Vendor List

At the recommendation of the Executive Director or a Board Committee, the Brighten Academy Governing Board may vote to disbar vendors from consideration for any of the following reasons:

1. A finding of unethical business practices or demonstrated lack of integrity that could jeopardize the school's interest or non-profit status including but not limited to:
 - a. Failure to disclose potential or actual conflicts of interest;
 - b. A conviction of a criminal offense incident to the application for or performance of a contract or subcontract with Brighten Academy or another Douglas County School or entity of the Douglas County Board of Education;
 - c. A conviction or criminal offense which negatively reflects the vendor's business integrity, including but not limited to embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state and federal anti-trust statutes;
 - d. A loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with ethical standards of the business or profession in question;
 - e. A conviction of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the school, indicates that the vendor is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the school or its non-profit status including but not limited to violations of federal and state law and local ordinance related to:
 - Safety and health

- Civil rights, equal rights, or non-discrimination
 - Consumer protection
 - Wage and benefits
2. A finding that the vendor is not able to perform responsibly based on any of the following:
- a. Violation by the vendor of bid solicitation procedures or violation of the terms of a solicitation after bid submission;
 - b. Failure to substantially perform or unsatisfactory performance of a school contract or subcontract according to project specifications and to its terms and conditions and within specified time limits;
 - c. Refusal by the vendor to provide information or documents required by a contract, including but not limited to, information or documents necessary for the school to monitor contract compliance;
 - d. Failure by the vendor to respond to requests for information regarding vendor performance or accumulating repeated substantiated complaints regarding performance of a contract, service, or purchase order;
 - e. Failure of the vendor to perform a school contract or subcontract in a manner consistent with any applicable state or federal law, rule, or regulation or school policy;
 - f. Failure to provide adequate supporting documentation as evidence of compliance with Prevailing Wage requirements, including Certified Payroll and copies of pay stubs for employees working on school premises;
 - g. Negligence on the part of the contractor related to the work or any aspect of the contract, whether on a prime contractor or any of such contractor's subcontractors under its control;
 - h. Use by the contractor of forged or falsified documents for any reason, including the intent of deceiving the school and/or other parties;
 - i. Performance or conduct on one or more contracts or transactions which caused or may have caused a threat to the health or safety of the vendor's employees, any other persons involved with the transaction, the general public, or property;
 - j. Commission of any other act indicating a lack of business integrity or honesty, including, but not limited to, non-compliance with public policy, deficiencies in on-going contracts, false certifications or statements, fraud in performance or billing;
 - k. Lack of human, financial or technical resources to adequately meet the terms of a contract, services, or purchase orders.

Adopted: 02-28-11
Reviewed: 11-4-14
Reviewed 01-11-16
Reviewed 12-12-16
Reviewed 01-13-20
Reviewed 05-09-22

Preferred Vendors Disbarment List D12-E1

DISBARMENT LIST

| Business Name | Type of Business | Key Contact(s) | Date of Disbarment |
|------------------------------|----------------------------|--------------------------------|---------------------------|
| Crawford & Associates | Civil Engineering | Doug Crawford Charles Frost | As of 2/28/11 |
| Messer Investment Properties | Building and Development | James Messer | As of 2/28/11 |
| Harrison & Horan PC | Attorney | Victor Harrison | As of 2/28/11 |
| Steven Marshall Construction | Sheetrock and Construction | Steve Marshall | As of 2/28/11 |
| Premier Modular | Modular Buildings | John Seman | As of 2/28/11 |
| Fortner Communications | Low Voltage | Larry Fortner | As of 10/22/14 |
| Shofur, LLC. | Charter Bus Company | Online POC | As of 12/12/16 |

Updated: 11-03-14
 Reviewed: 01-11-15
 Revised 12-12-16
 Reviewed 01-13-20
 Reviewed 05-09-22

**Independent Contractor Agreement
D12-E2**

**BRIGHTEN ACADEMY CHARTER SCHOOL
INDEPENDENT CONTRACTOR AGREEMENT**

This agreement entered into this day of 20 , by and between Brighten Academy Charter School (“**BACS**”), and

Name Of Contracting Party Or Organization

Tax ID Number

Street Address

City/State/Zip

Contact Person

Phone

(hereinafter referred to as the “**Contractor**”) shall be for the services enumerated below:

1. Term: Commencement Term. The “Commencement Term” of this agreement shall begin on the day of in the year 20 (the “Starting Date”) and shall end absolutely and without further obligation on the part of BACS on the in the year 20 . The Commencement Term is subject to Events of Termination as defined within this Section.

Events of Termination. All “Terms” as defined within this Section are subject to Events of Termination. An Event of Termination is defined by the parties as either of the following:

1. The occurrence of an Event of Default or Breach on the part of either of the Parties and the other party provides written notice of termination in accordance with the default and breach provisions of this Section;
2. BACS gives the Contractor a written Non-renewal Notice no less than 15 days prior to any automatic renewal date under the contract. The Non-renewal Notice will evidence BACS’s intention not to renew this Agreement for the Subsequent Term or Ending Term;
3. Termination of this Agreement by BACS, effective immediately with no further obligation on the part of BACS, as determined by either of the following: (i) BACS’s failure to appropriate for each Fiscal Year, by July 1 of such year, moneys sufficient to pay for fees due for BACS’s ensuing Fiscal Year; or (ii) BACS’s determination that appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the BACS under this Agreement;
4. Termination of this Agreement by either party for any reason whatsoever upon three (3) days prior written notice to the other party. In the event of such termination, BACS’s financial obligations under this Agreement shall be limited to payment for the value of the actual services Contractor rendered and that are not in controversy through the date of contract termination.
- 5.

Event of Default or Breach. This Agreement may be terminated and the transactions contemplated by this Agreement abandoned for cause by either Party if upon default or material breach by another Party: 1) the non-breaching party notifies the other party in writing that the other party has defaulted on or materially breached this Agreement; and 2) the defaulting or breaching party fails to cure any such default or breach within a thirty (30) day period for cure.

Statutory Compliance Regarding Purchase Contracts. The parties intend that this agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 20-2-506, as applicable, and in the event that this agreement would conflict therewith, then this agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Scope of Services: The Contractor shall provide scope of services described more fully attached hereto and incorporated herein and made a part of this Agreement.

3. Performance: The Contractor agrees to perform the services set forth in scope of services in a competent and professional manner as determined by BACS. The Contractor shall be and shall remain fully responsible for the quality and accuracy of Contractor’s work. Neither acceptance of such work by BACS, nor payment therefore, shall relieve the Contractor of this responsibility.

BACS agrees to provide the space requested at the local school site/location to properly conduct the services outlined in the Scope of Services. BACS shall also provide the following resources (if applicable): ____.

4. Fees: BACS shall compensate the Contractor for the work outlined in the Scope of Services in the amount of and/or frequency of _____. No payment shall be made until the following requirements have been met, unless requirement “c” below is not applicable:

| | Requirement | |
|----|---|------------------|
| a. | Evaluation of Contractor’ performance by: Executive Director or Designee | Completion Date: |
| b. | Satisfactory completion of work outlined in the Scope of Service as determined and certified by: Executive Director or Designee | |
| c. | Verification of the receipt of all documents produced by the Contractor pursuant to the Scope of Service by: Executive Director or Designee | |

5. Subcontracting: The Contractor may not, without approval of BACS, subcontract any rights, responsibilities or obligations under this Agreement. Any subcontract without the express written consent of BACS shall render the contract voidable at the election of BACS.

6. Personnel: The Contractor has the authority to secure at its own expense, all necessary personnel required to perform the services under this contract. It is understood by and between the parties that if the Contractor hires BACS employees to perform the services outlined in this contract, said employees will be employees of the Contractor and not BACS during the provision of those services and said employees will not be entitled to any employment benefits provided by BACS including but not limited to health insurance benefits, sick leave, annual leave, workers compensation and unemployment and retirement benefits. The Contractor must secure a written waiver from the employee to that effect.

7. Indemnification: The Contractor shall indemnify and save harmless and defend BACS, its agents, servants and employees from and against any and all claims, liability, losses, charges, expenses (including attorney fees) and /or

causes of action which may arise from any negligent act or omission of the Contractor, its agents or employees in the performance of services under this contract.

The Contractor further agrees to indemnify, save harmless and defend BACS, its agents and employees from and against any claim, demand, liability, loss, charge, expense (including attorney fees) and/or cause of action of whatever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which BACS, its agents, servants or employees are alleged to be liable.

Nothing contained herein is intended to be a waiver in any respect whatsoever of BACS's right to assert under any circumstances whatsoever its claims of governmental and/or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

8. Property Damage: The Contractor is responsible for all damage and/or destruction of BACS's property while operating the program. Upon submission of proper documentation of damage by BACS, Contractor shall either pay or reimburse BACS for any damage and/or destruction of its property.

9. Ownership of Documents: Any and all reports, documents, data, programs and other material produced, whether in whole or in part under this contract, shall be the absolute and sole property of BACS to be used as BACS desires without restriction. BACS shall be entitled to copies of all such materials upon request without additional fees.

10. Termination: This contract may be terminated, for any reason whatsoever, by BACS or the Contractor upon three (3) days prior written notice to the other party. In the event of such termination, BACS's financial obligations under this contract shall be limited to payment for the value of the actual services contractor rendered through the date of contract termination.

11. Successors and Assigns: BACS and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Neither BACS nor the Contractor shall assign, sublet, convey or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of BACS which may be a party hereto, nor shall it be construed as giving any rights or benefits to anyone other than BACS and the Contractor.

12. Independent Contractor Relationship: The Contractor is, and shall be, in the performance of all work, services and activities under this contract, an independent contractor, and not an employee, agent, or servant of BACS. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole discretion, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to BACS shall be that of an independent contractor and not as employees or agents of BACS.

The Contractor does not have the power or authority to bind BACS in any promise, agreement or representation other than specifically provided for in this agreement.

13. Execution Before Commencing Work: Contractor shall be responsible for assuring that this agreement has been properly executed and approved prior to commencing work. A Contractor who commences work prior to this contract being properly executed, or approved, does so at its own risk.

14. Venue & Governing Law: Venue of any action brought under this contract shall lie exclusively in the City of Douglasville, state of Georgia. This Agreement shall be governed and construed by the laws of the state of Georgia now in force and as hereafter amended from time to time.

15. Extent Of Agreement: This agreement and any attachments hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended without the signed written agreement of the parties.

16. Background Check: BACS may require that contractors working onsite be fingerprinted by Douglas County School System and cleared prior to the beginning of services.

17. Scope of Service: BACS requires that all contractors provide a detailed scope of serviced to be performed prior to the beginning of services.

IN WITNESS WHEREOF, BACS and Contractor have caused this Agreement to be executed by the duly authorized representative the day, month and year listed below.

Contractor

Printed Name: _____

Title _____

Contractor's Signature _____ Tax ID Number _____
Date _____

Brighten Academy Charter School

Signature Executive Director Or Administrator

Date

Adopted 01-24-2022
Revised: 06-13-22

Whistleblower

D13

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Brighten Academy requires directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Brighten Academy, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all directors, officers, and employees to report ethics violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation

No director, officer, or employee who in good faith reports an ethics violation shall suffer harassment, retaliation, or adverse employment consequences. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within Brighten Academy prior to seeking resolution outside of Brighten Academy.

Reporting Violations

Brighten Academy has an open-door policy and suggests that employees share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, the Executive Director is in the best position to address an area of concern. If the Complainant is not comfortable speaking with the Executive Director or you are not satisfied with his/her response, you are encouraged contact a member of the Governing Board Executive Committee. Administrators are required to report suspected ethics violations to the Governing Board Executive Committee who will act as the school's Compliance Officer and has specific and exclusive responsibility to investigate all reported violations.

Compliance Officer

Upon receipt of a reported violation the Brighten Academy Governing Board Executive Committee will designate an officer to be responsible for investigating and resolving all reported complaints and allegations concerning violations. At his/her discretion, the designated compliance officer shall advise the Administrator(s) and the Executive Committee of their findings. The Compliance Officer has direct access to the Facility and Financial documents of the Governing Board.

Accounting and Auditing Matters

The Finance Committee of the Governing Board shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the Finance committee of any such complaint and work with the committee until the matter is resolved.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Adopted: 09-21-09

Revised: 10-12-09

Revised: 03-28-11

Revised: 11-4-14

Reviewed:01-11-16

Reviewed 12-12-16

Reviewed 12-09-19

Reviewed 05-09-22

Audit and Financial Statements

D14

The Governing Board of Brighten Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Annual Audit

Annually an independent certified public accountant (CPA) shall audit the financial and programmatic operations of Brighten Academy. The Governing Board shall select and contract only with Georgia licensed CPAs. The Board shall ensure that the school provides timely assistance to the auditors in order to provide them with the necessary information for the audit.

Board Action

Once the Governing Board of Brighten Academy receives the final report, it must vote to accept its contents of the audit at either its next regularly called meeting or at a special meeting.

Submission to Authorizers

The Chief Financial Officer shall ensure that a copy of the annual audit report is timely filed with the LEA (or State Board/Commission) on or before the date required in State Board Rule. The audit report should include a certificate signed by the Chair of the Board that the Board voted to accept the contents of the audit. If the Board did not accept the contents of the audit report, that should be noted with the submission.

Annual Financial Statement

The CFO shall prepare, or cause to be prepared, an annual financial statement for each fund subject to the authority of the Governing Board during the fiscal year showing:

- a. the total receipts of the fund, itemized by source of revenue, including taxes, assessments, service charges, grants of state money, gifts, or other general sources from which funds are derived;
- b. the total disbursements of the fund, itemized by the nature of the expenditure; and
- c. the balance in the fund at the close of the fiscal year

The CFO shall ensure that the annual financial statement is submitted to all authorizers in a timely manner pursuant to deadlines.

Adopted: 01-24-11

Reviewed: 10-06-14

Reviewed: 01-11-16

Revised: 12-12-16

Revised: 06-13-22

School Accounting System

D15

The Governing Board of Brighten Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Fiscal Year

Brighten Academy adopts a fiscal year that begins on July 1 and ends on June 30 of the following year.

Financial Accounting

Brighten Academy fully complies with generally accepted accounting principles (GAAP) and any other applicable state and federal standards for financial management systems.

Accounting Records

The school shall maintain records that adequately identify the source and application of funds. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, obligated balances, assets, liabilities, outlays or expenditures, and income.

Internal Controls

The school shall maintain effective control and accountability of all state and local funds, federal grant and sub-grant cash, real and personal property, and other assets obtained with local, state, or federal funds. The school shall adequately safeguard all such property and assure that it is used solely for authorized purposes.

Source Documentation

Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub-grant award documents, etc.

Budget Control

The school shall compare actual expenditures or outlays of state or federal funds with budget amounts for each fund, grant or sub-grant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or sub-grant agreement. Applicable federal cost principles, agency program regulations, and the terms of grant and sub-grant agreements will be followed in determining reasonableness, allowability, and allocability of costs.

Account Code Structure

Brighten Academy shall use the account code structure as described in the Georgia Department of Education's Chart of Accounts.

Adopted: 01-24-11
Reviewed: 10-06-14
Reviewed: 01-11-16
Reviewed: 11-14-16
Reviewed 05-09-22

Surplus Funds Policy D16

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

At the end of each fiscal year, funds not expended from any of the school's accounts, when not prohibited by law or specific restrictive uses, shall be deposited into the operational account and re-appropriated in the most current budget.

Adopted: 05-23-11

Reviewed: 11-03-14

Reviewed: 11-14-16

Reviewed: 06-13-22

Fund Balance (GASB 54) D17

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

Purpose

The Board recognizes that the maintenance of a fund balance is essential to the preservation of the financial integrity of the school and is fiscally advantageous for both the school and the taxpayer. This policy establishes guidance concerning the desired level of year end fund balance to be maintained by the district and the management of fund balance levels and is applicable only to the General Fund of the School.

Fund balance is a measurement of available financial resources defined as the difference between total assets and total liabilities in each fund.

The Governmental Accounting Standards Board (GASB) Statement 54 distinguishes fund balance classified based on the relative strength of the constraints that control the purposes for which specific amounts can be spent. Beginning with the most binding constraints, fund balance amounts will be reported in the following classifications:

1. Non spendable Fund Balance – Fund balance reported as “non-spendable” represents fund balance associated with inventory, prepaid items, long-term amounts of loans and notes receivable, property held for resale (however, if the use of the proceeds from the collection of receivables or sale of the property is restricted, committed, or assigned, then the receivables or property should be reported in those categories), and corpus of a permanent fund (legally/contractually required to be maintained).
2. Restricted Fund Balance – Fund balance reported as “restricted” represents amounts that can be spent only on the specific purposes stipulated by law or by the external providers of those resources (such as bond resolutions and covenants and SPLOST referendums).
3. Committed Fund Balance – Fund balance reported as “committed” includes amounts that can be used only for the specific purposes determined by a formal action of the Board. The Board as the highest level of decision making authority will have the sole authority to commit fund balance. Constraints can be removed or changed only by the Board. Actions to constrain resources should occur prior to the end of the School's fiscal year, though the exact amount may be determined subsequently.
4. Assigned Fund Balance – Fund balance reported as “assigned” represents amounts intended to be used for specific purposes, but not meeting the criteria to be reported as committed or restricted fund balance. The intent is expressed either by the Board or a high level body (budget or finance committee) or individual authorized by the Board. Assigned fund balance also includes residual fund balance amounts in the special revenue funds, capital projects funds, and debt service funds. If these funds should have a deficit fund balance, those deficits are required to be reported as unassigned fund balance. The Superintendent will have the authority under this policy to assign funds for a particular purpose.
5. Unassigned Fund Balance – Fund balance reported as “unassigned” represents the residual classification of fund balance and includes all spendable amounts not contained within the other classifications. The Board will strive to maintain an unassigned fund balance in the General Fund of between 5% -15% based upon annual budgeted expenditures. The balance may be drawn down in the event of an unexpected decrease in the property tax digest or a reduction to state funding.

Unassigned fund balance is reported only in the General Fund except in cases of negative fund balances in other governmental funds. If expenditures incurred exceed the amounts that have been restricted, committed, and assigned to a specific purpose and results in a negative residual amount for that specific purpose, amounts assigned to other purposes in that governmental fund are reduced to eliminate the deficit.

When an expenditure is incurred that would qualify as an expenditure of either Restricted or Unrestricted fund balance those expenditures will first be applied to the Restricted Fund Balance category. When expenditures are incurred that would qualify as a use of any of the Unrestricted Fund Balance categories (Committed, Assigned, Unassigned), those expenditures will be applied in the order of Assigned first, then unassigned, and then Committed.

Adopted: 05-23-11
Reviewed: 02-07-16
Reviewed: 11-14-16
Reviewed: 03-12-18
Reviewed: 06-13-22

Grants and Grant Administration

D18

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

The following guidelines shall be followed for the development, review, and administration of grant proposals and sponsored projects:

Grant Proposal Development

All grants must support one or more of the school's goals and priorities. A member of the Governing Board, the Executive Director, or designee shall agree to act as the contact person.

If the Douglas County School District is the fiscal agent for the grant, prior written approval by the District must be provided prior to grant submission.

All grants must provide full funding for project implementation unless otherwise approved by the board and supported through an approved budget. The School shall not provide cash to match grants. The School may partner with individuals or community entities to provide any required matching funds from their budgets. The source and value of any in-kind services must be documented and approved during the review process.

Grants must not create a need for continued School resources. Proposed projects shall conclude by the end of the funding period, or shall continue with additional grant dollars, or shall continue with funding from within the School's budgets.

Grant Proposal Review

Each grant proposal shall be reviewed and approved by a member of the Governing Board or the Executive Director prior to submission to the funding source to ensure alignment with School goals, priorities and compliance with Board policies.

The Executive Director or a Member of the Governing Board shall present the following grant proposals to the Governing Board for approval:

- All grant proposals whose funding sources require School Board approval
- All grant proposals with budgets of \$25,000 or more
- Multi-year grants, for the initial proposal, and multi-year grants beyond initial year, if there is a change of focus
- Other grants at the discretion of the Executive Director

Grant Administration

The Executive Director and/or the Governing Board President are authorized to sign related documents, including documents required for submittal of grant proposals.

Federal funds may be expended on food if allowable in the guidelines of the federal program.

Employee positions established through use of grant funding shall terminate if and when the related grant funding ceases.

Adopted: 07-25-11

Reviewed: 06-13-22

Reviewed: 11-03-14

Reviewed: 02-07-16

Revised 12-12-16

Updated Jan. 8, 2024

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Confidentiality and Non-Disclosure

D19

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

The Brighten Academy Governing Board reserves the right to require any person, company, organization or business that may obtain confidential or proprietary information of Brighten Academy, through a working relationship with the school, to execute the following Confidentiality and Non-Disclosure Agreement prior to exposure to such information.

Adopted: 05-20-13

Reviewed: 11-03-14

Reviewed: 05-11-15

Reviewed: 02-07-16

Reviewed: 11-14-16

Reviewed 01-13-20

Reviewed: 06-13-22

Confidentiality and Non-Disclosure Agreement D19 – E1



5897 Prestley Mill Road * Douglasville, GA 30135 * Phone: 770-615-3680 * Fax: 770-575-3614

Confidentiality and Non-Disclosure Agreement

AGREEMENT by and between _____ ("**Company**") and **Brighten Academy Inc.**
(collectively "**Parties**")

WHEREAS, the parties hereto anticipate that **Brighten Academy Inc.** will disclose to **Company**, its employees or agents confidential or proprietary information relating to _____ or other non-public information (all confidential and related business information referred to herein as the "**Information**");

WHEREAS, the Parties desire the Confidential Information disclosed by **Brighten Academy Inc.** to **Company** under this Agreement be maintained in confidence; and

NOW, THEREFORE, the Parties agree as follows:

1. **Company** agrees to hold the Information in confidence, and not disclose the Information to any third party, or use the information other than for services to be provided to **Brighten Academy Inc.** Access to the Information by **Company's** employees and associates shall be limited to persons who are directly participating in activities involving **Company** and who require such Information in the performance of these activities. **Company** agrees to inform all such associates of the confidential nature of the Information.
2. Information that is transmitted in written form will be marked "**Confidential**". Any oral or verbal information otherwise disclosed must be identified as Confidential at the time of transmission.
3. The **Company**, further agrees that it:
 - a. will use all transmitted Information only for the purpose of providing said professional services and assistance to **Brighten Academy Inc.** during the period covered by their projects.
 - b. will not at any time make any commercial use of any Information, except as permitted by agreement between **Brighten Academy Inc.**, and **Company**.
 - c. will take all steps reasonably necessary to protect the Information and prevent access of third parties to the Information received from **Brighten Academy Inc.**
4. The duty of confidentiality and non-use under this Agreement shall not apply to any portion of the Information which:

- a. is public information at the time of disclosure to **Company** by **Brighten Academy Inc.**,
- b. subsequently becomes public information other than by act or omission of **Company**,
- c. at the time of first disclosure by **Brighten Academy Inc.** to **Company** is already in the possession of or subsequently becomes known lawfully and independently to **Company** without obligations of confidentiality to a third party.

5. **Company** agrees that upon termination of the activities for which the Information was transferred to **Company** or upon request by Brighten Academy Inc. **Company** shall destroy, by shredding all documents and computer disk including any and all Information provided by the **Brighten Academy Inc.** **Company's** obligations to keep the information confidential survives the termination of this Agreement.

6. **Company** shall indemnify, exculpate and hold **Brighten**, including its officers, directors, principals, board members, agents, attorneys, employees, representatives, consultants, affiliates, and/or affiliated entities (collectively, "**Brighten Indemnified Parties**"), harmless from and against, and agrees promptly to defend the **Brighten Indemnified Parties** from and reimburse the **Brighten Indemnified Parties** for, any and all losses, damages, costs, expenses, liabilities, obligations, actions, suits, proceedings, judgments and claims of any kind (including, without limitation, costs of investigation, reasonable attorneys' fees and other legal costs and expenses), which the **Brighten Indemnified Parties** may suffer or incur, or become subject to, as a result of or in connection with any failure by the **Company** to fulfill any obligations, duties or liabilities of **Company** under the Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective authorized representatives as set forth below.

(Company)
 Date: _____
 By: _____
 Name: _____
 Title: _____

Brighten Academy Inc
 5897 Prestley Mill Road
 Douglasville, GA 30135
 By: _____
 Name: _____
 Title: _____

Facilities Use Policy

E2

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

The following conditions shall apply related to the use of Brighten Academy's facilities:

The primary function of Brighten Academy's school facilities shall be to accommodate regular day and after-hours school programs for Brighten Academy pupils. Facilities shall be available for other purposes upon written approval on the appropriate form by the school's Executive Director or other designee.

Priority for the non-school use of facilities shall be given to citizens and organizations of Douglas County. The meeting of community needs shall be considered an important function; however, use of school facilities to meet community needs shall not interfere with school programs for pupils either during our outside of school hours.

The use of school facilities by community groups should be considered temporary and for special community events. Any non-school group requesting to use school facilities more than twelve (12) times in a fiscal year (July 1 – June 30) will be considered a long term usage, and as such will become a month to month agreement.

The school's Executive Director or other designee shall make provisions for adequate access to school facilities while in use by community groups.

Pupils, adults, including employees of the Board and visitors to our school, shall not smoke or use any tobacco products, alcohol, or other prohibited items in the school's facilities or anywhere on a school campus. By policy and law, schools are drug free and weapon free zones.

All applications for use of school facilities should be made at least seven days in advance of the proposed activity. Donations are accepted for the use of school facilities.

Approval of applications for temporary use of school facilities shall be given by the Executive Director or designee.

An agreement for the use of school facilities is not transferable from one group to another and may not be extended.

The Executive Director and/or Board reserve the right to cancel an agreement for use of the facilities when such action is deemed necessary for the best interest of the school.

Facilities shall not be used when school has been closed due to inclement weather or other factors determined by the Executive Director.

When deemed advisable by the School Administration, police protection shall be specified as part of a usage agreement. In such cases, the contracting organization shall be responsible for furnishing the police protection and paying for this service directly to each police personnel employed.

The use of classrooms and/or media centers by non-school groups will not be permitted unless authorized in writing by the Executive Director.

Any overnight use of school facilities must have prior Board approval at a regularly scheduled board meeting. Chaperones shall be at a rate of one (1) adult per ten (10) students. An administrator shall be on-site at all times during the overnight activity.

HOLD HARMLESS AGREEMENT. The use permit holder agrees to hold harmless Brighten Academy Inc. or the Brighten Academy Governing Board for any injury or damage to the person or property of any person in the use of said premises, and to defend at use permit holder's expense any legal action which may be brought against the Brighten Academy Inc. or the Brighten Academy Governing Board or school personnel for personal injury and/or property damage during the period of use.

Prior to the Executive Director's final approval for the use of the school facility, the user of the facility shall obtain liability insurance coverage of no less than \$1,000,000.00. The coverage shall be in effect at all times during the facility use by the user. The user of the facility shall present to the Executive Director a copy of either a Certificate of Insurance for at least \$1,000,000.00 from their general liability policy or a copy of a Special Event Policy from an insurance company of at least \$1,000,000.00 liability coverage.

Appeals may be submitted in writing to the Board.

Adopted: 05-23-11
Reviewed: 11-03-14
Reviewed: 02-07-16
Reviewed: 03-12-18
Reviewed 01-13-20
Revised: 08-08-22
Revised: 12-11-23

Facilities Use Application and Agreement

E2-E1

| | | |
|-------------------------------------|--------------------------|-----------------------|
| Name of Organization: | Address: | Phone Number: |
| Type of Organization (Circle): | Public/Non-Profit | Private/For Profit |
| Contact Name: | Contact Mailing Address: | Contact Phone Number: |
| Title/Relationship to Organization: | Email Address: | |

Please briefly describe the purpose for which you will utilize the facility:

| |
|--|
| |
|--|

| | | |
|----------------------------------|--------------------|----------|
| Total Number of Visitors/guests: | Date(s) Requested: | Time(s): |
| | | |

Please indicate which areas of the facility will be requested (circle those that apply)

| | | | | |
|-----------------|--------------------|--------------------|--------------|--------|
| Entire Facility | Cafeteria/Kitchen | Classrooms—Level 3 | Media Center | Other: |
| Gymnasium | Classrooms—Level 1 | Playground/Field | Band Room | |
| Atrium | Classrooms—Level 2 | Parking Lot(s) | Art Room | |

This section to be filled in and/or initialed by the Executive Director or designee.

Authorized date(s): _____ Time(s): _____
 Proof of insurance provided? Yes (attached) No Initials: _____
 Brighten personnel required? _____ Point of Contact: _____
 Brighten materials / furniture requested? _____ Security required (to be provided by user)? _____

Donations are accepted for facility use.

Other / Comments:

Signature of Applicant: _____ Date: _____

Signature of Executive Director / Board President: _____

Revised: 12-01-14
 Revised: 03-12-18
 Reviewed 01-13-20
 Revised: 08-08-22

Revised: 12-11-23

Building Maintenance

E3

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board. The Governing Board shall maintain the building(s) and equipment through a continuous program of assessment, repair, reconditioning, and remodeling. The Finance Committee, in collaboration with the Administrative and Maintenance Teams, shall develop and implement capital improvement projects that ensure proper maintenance of the school in accordance with the approved budget.

Short Range Maintenance

The Executive Director or designee shall develop short-range building and grounds maintenance goals and objectives. The Executive Director or designee shall manage maintenance and custodial staff in executing the short-range building and grounds goals and objectives.

Long Range Maintenance

The Executive Director shall provide recommendations for consideration by the Finance Committee and Governing Board in development of a long-range maintenance program, special projects, and strategic improvements. Adequate grounds shall be maintained for the educational and recreational programs of children. The overall requirements for providing such grounds shall be continually reviewed.

Adopted: 07-25-11

Reviewed: 02-10-20

Reviewed: 11-03-14

Revised 09-12-22

Reviewed: 03-14-16

Revised: 03-12-18

Emergency Repairs E4

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

Authority is granted to the Executive Director or designee to procure services for emergency repairs to buildings or grounds which may be required to continue school operations in a safe environment.

Adopted: 07-25-11

Reviewed: 12-01-14

Reviewed: 03-14-16

Revised: 03-12-18

Revised: 02-10-20

Reviewed: 09-12-22

Facilities Construction or Expansion E5

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

The school is committed to providing safe and appropriate learning environments for all students that are constructed following state and local standards for building code safety and accounting processes.

The Brighten Academy Board will follow state mandated processes related to risk hazard assessment, site selection, and submission of documentation for review of planning, bidding, and construction of public school facilities.

The Brighten Academy Board will follow all regulations pertaining to bid processes, but at a minimum, unless otherwise contrary to state requirements, will provide public notice related to bids for construction projects of \$100,000 or more. Bid selection will be based on factors including price, references, experience, and other pertinent information required to ensure the vendor selected best meets the needs of the school. Every effort will be made to protect the school and Governing Board from conflicts of interest.

The school will use only qualified and Georgia licensed architects, engineers, general construction contractors, and construction tradesmen who provide proof of insurance, licensure, and references.

The Brighten Academy Board is committed to providing a site location that is reasonably accessible to all students within the school's attendance zone.

Adopted: 09-26-11
Revised: 03-28-13
Reviewed: 05-11-15
Reviewed: 03-14-16
Reviewed: 03-12-18
Reviewed: 02-10-20
Revised: 10-17-22

Storage of Products that are Not Purchased for School Nutrition E6

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Georgia Rules and Regulations for Food Service, Chapter 290-5-14-.04 requires that all food be obtained from sources that comply with law. This rule also requires that food prepared in a private home may not be used or offered for human consumption in a food service establishment. Therefore, it is not a violation of the rules to store any food that comes from an approved source. In addition, most health departments will allow storage of such things as employee bagged lunches brought from home and other homemade items as long as they are completely wrapped and the item or space is labeled appropriately to distinguish the item(s) from food products that are to be used in preparation of school meals.

Recommendations for Storing Outside Foods in School Equipment

1. Shelves/areas for storage of outside foods will be clearly marked so that it is clear to food employees that the foods stored there are not to be used by school nutrition.
2. Only foods in impermeable rigid containers and water-resistant lunch bags will be accepted for storage.
3. Foods will be accepted for no more than 24 hours, except for canned and bottled beverages as space allows.
4. Each food must be labeled with the calendar date and name of person submitting it for storage.

Adopted: 07-28-14

Reviewed: 03-14-16

Revised: 03-12-18

Reviewed: 02-10-20

Reviewed: 10-17-22

Brighten Academy Technology Acceptable Use Policy

E7

Brighten Academy Technology Acceptable Use Policy

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

Internet access and computers, laptops, tablets, etc., are available to students and staff at Brighten Academy. The goal in providing this service is to promote educational excellence at Brighten Academy by facilitating resource sharing, innovation, communication, and digital literacy.

With access to internet and people all over the world also comes the availability of material that may not be of educational in the context of the school setting. Brighten Academy's technology committee has taken available precautions to restrict access to inappropriate materials. However, on a global network it is impossible to control all materials and an industrious user may discover inappropriate information.

Brighten Academy faculty will make every effort to supervise students and control electronic equipment to monitor student use to ensure it conforms to the mission and goals of Brighten Academy.

Internet - Terms and Conditions

1) Acceptable Use - The purpose of having access to the Internet is to support research and education by providing access to unique resources and the opportunity for collaborative work. School use must be in support of education and research and consistent with educational objectives. The use of Brighten Academy's technology network or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to; copyrighted material, threatening or obscene material, or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Use for commercial activities is generally, not acceptable.

2) Privileges - The use of Internet and computing devices is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges and a discipline referral as deemed by administration. Each student who receives access will participate in a discussion with a Brighten Academy faculty member pertaining to the proper use of the network. The system administrators and teachers will deem what is inappropriate use and their decision is final. The school may deny, revoke, or suspend specific user access, as well as administer consequences for inappropriate use.

3) Netiquette – Students and teachers are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to the following:

- a) Be polite and respectful. Your messages should not be abusive to others.
- b) Use appropriate language. Do not swear, use vulgarities, derogatory slang, or any other inappropriate language or terms.
- c) Do not reveal your personal information online including but not limited to, address, phone number, date of birth, usernames/passwords, etc.
- d) Do not reveal personal information about other students or colleagues.
- e) Do not log into accounts that are not your own and/or modify files or passwords that do not belong to you.

- f) Note that electronic mail (e-mail) is not guaranteed to be private. The technology committee will have access to all electronic mail. Messages relating to or in support of illegal activities may be reported to the authorities.
- g) Do not use the network in such a way that you would disrupt the use of the network by other users or circumvent the protective firewalls and limitations imposed by the information technology policies.
- h) Illegal activities are strictly forbidden including but not limited to
 - 1. Criminal acts: “hacking” or attempting to access computer systems without authorization, threatening/harassing email, cyber-stalking, child pornography, vandalism, unauthorized tampering with computer systems, using misleading domain names, using another person’s identity and/or identity fraud.
 - 2. Libel Laws: Publicly defaming people through publishing material on the Internet, email, etc.
 - 3. Copyright Violations: Copying, selling, or distributing copyrighted material without the express written permission of the author or publisher (users should assume that all materials available on the Internet are protected by copyright) and engaging in plagiarism (using other’s words or ideas as your own).

4) The Governing Board of Brighten Academy and Brighten Academy make no warranties of any kind, whether expressed or implied, for the service it is providing. Use of any information obtained is at the users own risk. Brighten Academy is not responsible for the accuracy or quality of information obtained.

5) Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the Internet, you must notify a teacher who will in turn notify a system administrator. Users should not demonstrate any problems to other users. Attempts to access Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to Internet or computing devices.

6) Vandalism or abuse will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy hardware, data of another user, Internet, or any agencies or other networks that are associated with Brighten Academy. This includes, but is not limited to, the uploading or creation of computer viruses.

7) Search and Seizure - Brighten Academy reserves the right to monitor, track, log and access any electronic communications, including but not limited to Internet access and e-mails at any time for any reason. Users should not have the expectation of privacy in their use of Brighten Academy technology. Further, Brighten Academy reserves the right, but not the obligation, to legally access any personal technology device of students and employees brought onto the school district’s property or at school district events containing school district programs or student data (including images, files, etc.) to insure compliance with this policy and other school district policies, to protect school district resources, to obtain information/data that the school district reasonably believes involves criminal activity.

8) Google Suite - Brighten Academy will provide students with a filtered, monitored Google Suite accounts for the purpose of facilitating teacher-student communication and participation in web-based classroom activities, such as collaborative projects. The goals of the district are to provide a tool for more effective and meaningful classroom instruction, and to ensure that these tools are used in a safe and ethical manner. Student Google Suite accounts will be actively monitored. Student Google accounts are intended for educational purposes only. Failure to comply with the acceptable use policy of Brighten Academy by students can result in restrictions being placed upon the accounts, loss of access, and possible disciplinary consequences.

Student Google accounts are to be used for the following purposes only:

- Teacher-student correspondence
- Accessing/submission of classroom assignments or materials
- Creation of documents for classroom work
- Correspondence with students/partners in collaborative class activities

Adopted: 12-1-14

Reviewed: 03-14-16

Reviewed: 03-12-18

Revised: 05-11-20

Revised: 07-24-23

Brighten Academy Wireless Network Agreement

E7-E1

Brighten Academy Wireless Network Agreement – Faculty

Brighten Academy is pleased to offer wireless Internet access to its faculty, staff, and board members for use on their personal electronic devices. Our goal in providing wireless Internet access is to provide teachers with additional resources to enhance educational objectives and facilitate communication and collaboration.

The guidelines for such use are as follows:

- Each faculty, staff, or board member must read and sign this agreement.
- Upon signing this agreement, each individual must submit their device to the technology committee to be granted wireless access.
- Laptop computers and other devices must have up to date virus protection installed by the owner of the computer.
- ~~The~~ Wireless access is provided for the convenience of the faculty and staff members only.
- NO STUDENTS may use the device while it is connected to the Internet on the Brighten Academy wireless network.
- Children of faculty/staff or board members MAY NOT use the wireless network to connect to the Internet while using the device and should not be given the password.
- Any illegal or unethical activities are strictly forbidden, and should such activity occur, Brighten Academy will not be held responsible.
- Accessing inappropriate material is strictly forbidden, and should such activity occur, Brighten Academy will not be held responsible.
- Users must submit to occasional software inspection on all laptops or devices connecting to the wireless network.
- Should any user require access to files stored on Brighten's internal network server (ex: Files stored in the public folder, personal files stored in My Documents on the desktop computers and files stored in the Student/Teacher folder) additional changes may need to be made at the owner's expense.
- The Brighten Academy Technology Acceptable Use Policy guidelines are included in this policy.
- Failure to abide by these guidelines will result in termination of access to the wireless network.

By signing this agreement, you are agreeing to the above guidelines and any other decisions made by the technology committee regarding the wireless network.

Signature _____

Date _____

Adopted: 12-1-14
Reviewed: 04-11-16
Revised: 05-11-20
Revised: 07-24-23

Acceptable Use Policy (K-2)

E7-E2

WHAT IS THE AUP?

AUP are three letters that mean Acceptable Use Policy. It means a list of rules that we follow when we use computers or other electronic devices at school. You and your parents will read these rules together. Then you will know the rules.

The AUP is a contract. That means that you and your parents must “sign” it or write your name on it. When you sign your name to the contract it means that you agree to follow the rules.

WHY DOES MY SCHOOL HAVE AN AUP?

Many children and grown-ups use the school computers. We need to make sure that everyone is happy and safe working on the computers. To take care of our computers we need to follow certain rules.

WHY DO I HAVE TO BE VERY CAREFUL TO FOLLOW THE RULES?

Using computers or other electronic devices and going on the Internet at school is a privilege. That means that my school trusts me to follow the rules. I show that I can be trusted by how I behave when I am using a computer.

Your work on computers is not private. Your teacher watches you in class. You are also being watched when you are on the Internet by people who work for Brighten Academy Charter School. Do not do anything on the computer that you would not like a grown-up to see you do!

WHAT HAPPENS IF A STUDENT DOES NOT FOLLOW THE RULES IN THE AUP?

Our school has “consequences” or punishments for students who do not follow the computer rules. You can lose your computer privileges in school. You need to tell a grown-up if you see someone who breaks the rules in the AUP.

Students & Parents/Guardians: Please review the full BACS Acceptable Use Policy in the policy manual. By signing the parent handbook acknowledgment page, you indicate your agreement to use BACS technology responsibly and understand the terms and conditions of the AUP.

Adopted: 06-08-20

Revised: 07-24-23

Acceptable Use Policy (3-8)

E7-E3

Brighten Academy Charter School
Student Internet Acceptable Use Policy (AUP Grades 3-8)

Brighten Academy Charter School (BACS) provides a wide range of technology resources for student use. These technology resources are to be used only for educational purposes. This agreement outlines appropriate use and prohibited activities when using all technology resources and electronic devices as defined by school administrators. Every student is expected to follow all the rules and conditions listed, as well as those given verbally by BACS teachers and administrators, and to demonstrate good citizenship and ethical behavior at all times.

BACS uses a filtering system to track and monitor all computer and Internet use on the BACS network. The system is designed to prevent access to educationally inappropriate sites. It is important to understand that no filtering system is perfect. Due to the nature of the Internet and evolving technology, even with supervision, we cannot guarantee that students will not reach an inappropriate site. It is the student's responsibility to report any inappropriate site to the nearest BACS employee.

Below are examples, but not an exhaustive list, of online conduct that may constitute a violation of federal and/or state criminal laws relating to cybercrimes:

Criminal Acts: These include, but are not limited to, "hacking" or attempting to access computer systems without authorization, threatening/harassing email, cyber-stalking, child pornography, vandalism, unauthorized tampering with computer systems, using misleading domain names, using another person's identity and/or identity fraud.

Libel Laws: Publicly defaming people through publishing material on the Internet, email, etc.

Copyright Violations: Copying, selling, or distributing copyrighted material without the express written permission of the author or publisher (users should assume that all materials available on the Internet are protected by copyright) and engaging in plagiarism (using other's words or ideas as your own).

Students & Parents/Guardians: Please review the BACS Acceptable Use Policy in the parent handbook and sign the form below to indicate your agreement to use BACS technology responsibly.

Parent or Guardian:

As the parent or guardian, I have read the BACS Acceptable Use Policy and I have discussed it with my child. I understand that computer access is provided for educational purposes in keeping with the academic goals of BACS, and that student use for any other purpose is inappropriate. I recognize it is impossible for BACS to restrict access to all inappropriate materials, and I will not hold the school responsible for materials acquired on the school network. I understand that children's computer activities at home should be supervised as they can affect the academic environment at school. I hereby give permission for my child to use technology resources at Brighten Academy Charter Schools.

Parent or Guardian's Name (Please Print) _____

Parent or Guardian's Signature _____

Student: _____ Date _____

I understand and will obey the rules of the BACS Acceptable Use Policy in the parent handbook. I will use BACS technology resources productively and responsibly for school-related purposes. I will not use any technology resource in such a way that would be disruptive or cause harm to other users. I understand that consequences of my actions could include possible loss of computer privileges and/or school disciplinary action as stated in the Code of Discipline and/or prosecution under state and federal law.

Student Name (Please Print) _____
Student Signature _____ Date _____

Adopted: 06-08-20

Revised: 07-24-23

Employee Technology Acceptable Use Policy and Ethics Agreement

E7-E4

We are very pleased to bring this access to our school and believe the Internet offers vast, diverse and unique resources to both students and teachers. Our goal in providing this service is to promote educational excellence at Brighten Academy by facilitating resource sharing, innovation and communication.

With access to computers and people all over the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Brighten Academy's technology committee has taken available precautions to restrict access to inappropriate materials. However, on a global network it is impossible to control all materials and an industrious user may discover inappropriate information.

1.1 Computer Software (Unauthorized Copying)

BACS does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the users' right to make a backup copy for archival purposes (Section 117).

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless the manufacturer does not provide a backup copy. Unauthorized duplication of software is a federal crime. Penalties include fines up to and including \$250,000 and jail terms of up to five (5) years.

Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support, and no information about product updates.

1. BACS licenses the use of computer software from a variety of outside companies. BACS does not own this software or its related documentation and, unless authorized by the software manufacturer does not have the right to reproduce it.
2. With regard to use on local area networks or on multiple machines BACS employees shall use the software only in accordance with the software publisher's license agreement.
3. BACS employees learning of any misuse of software or related documentation within the company must notify their supervisor or BACS legal counsel immediately.
4. According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. BACS employees who make, acquire, or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include termination.
5. If you have software that you would like to install on your classroom computers or laptop you must submit the request in writing to the Information Technology department. You may not install any software yourself.

1.2 Telephone, Computer, Electronic Mail, and Voice Mail Usage Policy

BACS makes every effort to provide the best available technology to those performing services for BACS. In this regard, BACS has installed at substantial expense, equipment such as telephones, computers, Interactive boards, projectors, electronic mail, and voice mail. This policy is to advise those who use our business equipment to access and share of computer-stored information, voice mail messages and electronic mail messages created.

This policy also sets forth policies on the proper use of the telephone, computer, voice mail, and electronic mail systems provided by BACS. BACS property, including telephones, computers, electronic mail and voice mail, should only be used for conducting company business. Incidental and occasional

personal use of company computers and our voice mail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages, as described below.

The use of the electronic mail system may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations. Furthermore, the electronic mail system is not to be used to create any offensive or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone's age, sexual orientation, religious or political beliefs, national origin, or disability. In addition, the electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.

BACS provides certain codes to restrict access to computers, voice mail, and electronic mail. To protect these systems against external parties or entities from obtaining unauthorized access; employees should understand that these systems are intended for business use, computer information, voice mail, and electronic mail messages are to be considered as company records.

It is strictly prohibited to share any password/code used for BACS system and devices. Individual's laptop and Wi-Fi credentials are not to be shared with other staff member, student, or parent.

BACS also needs to be able to respond to proper requests resulting from legal proceedings that call for electronically stored evidence. Therefore, BACS must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems. BACS reserves the right to obtain access to all voice mail and electronic mail messages left on or transmitted over these systems. Employees should not assume that such messages are private and confidential, that BACS and its designated representatives will not have a need to access and review this information. Individuals using BACS's business equipment should also have no expectation that any information stored on their computer - whether the information is contained on a computer hard drive, computer disks or in any other manner will be private.

BACS has the right to, but does not regularly monitor voice mail or electronic mail messages. BACS will however, inspect the contents of computers, voice mail or electronic mail in the course of an investigation triggered by indications of unacceptable behavior. The contents of computers, voice mail, and electronic mail, properly obtained for some legitimate business purpose may be disclosed by BACS if necessary, within or outside of BACS. Given BACS's right to retrieve and read any electronic mail messages such messages should be treated as confidential by other employees and accessed only by the intended recipient.

BACS's Board will review any request for access to the contents of an individual's computer, voicemail, or electronic mail prior to access being made without the individual's consent. Any employee who violates this policy or uses the electronic communication systems for improper purposes may be subject to discipline, up to and including termination.

Email is the primary mode of communication for the school and for parents. Team Members are expected to check email daily and respond to email requests in a timely manner (Monday – Friday). Please use your BACS email or other approved private teacher site to communicate with students and parents.

1.3 Telephone Use

When at work and on duty, telephones are to be used for school/job-related purposes and for personal emergencies use only. Personal emergencies are interpreted as critical quality of life activities. For

example, communicating with physicians or medical labs regarding health advisement issues, lab tests; relating to yourself or a member of your immediate family. To avoid misunderstandings regarding personal emergency calls it is advisable to alert your supervisor regarding any special circumstances that may require personal use of business/cell phones unless speaking directly to a parent.

Cellular phones should only be used during planning periods or at times when students are not present. Please note: Cellular phones should be kept on vibrate or silent at all times.

1.4 Property/Computer Distribution and Use Policy

All BACS' property issued to you including all documents, records, data, notebooks, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, donor choose items, other documents or property, or reproductions of any aforementioned items, computer equipment, keys, petty cash, and all other property belonging to school must be returned to BACS at the time of your exit.

See Donor Choose policies at <https://help.donorschoose.org/hc/en-us/articles/203139017-DonorsChoose-org-Materials-Ownership-Policy>

You may be held responsible for any lost or damaged items.

1.5 Technology

- All employees are responsible for appropriate technology use of the school's computing network services and resources for the sole purpose related to their employment. This use is a privilege that can be revoked and sanctioned at any time.
- All employees should know that computer files, data, email and voice mail are not private and are subject to monitoring to ensure the security and integrity of the system.
- Employees should obey the school's computing and technology policies and regulations. Failure to do so will cause disciplinary action, revocation of the user account, and legal action as appropriate.
- The school's administrative team will provide to all employees using the network copies of related policies, regulation and school guidelines.
- Employees are responsible and accountable for receiving scheduled training and staff development.
- Employees should keep personal account numbers, home addresses and phone numbers private.
- Employees will use the system only under the account provided through the school.
- Employees will not use the system for personal gain, advertisement, political, and commercial use.
- Employees will follow copyright law and will not engage in unethical practices forbidden by the school or the law. Copyright material may be downloaded for personal use only in accordance with copyright law.
- Employees will not use the system to transmit obscene, threatening, disruptive or sexually explicit material.
- Transmission of dangerous information that can cause bodily harm, harassment and defamation is strictly prohibited.
- Vandalism including uploading, downloading, creating computer viruses, and malicious attempts to destroy or disrupt school equipment, data, or any other user; will result in the cancellation of user privilege. School disciplinary action and legal prosecution will be enforced.
- Employees will not read other user's email, files, or interfere with other user's ability to transmit and receive email. Employees will not try to delete, copy, modify, or forge other user's mail, data, or files.
- All employees will report any breach of security or abuse of the network to the appropriate staff.

1.6 Ethics Statement

- Employees will only use the network and services for the purpose of BACS employment.
- Authorized functions will include: log on identification, password, workstation identification, user identification, and file's protection procedures.
- Employees will not disclose sensitive and security information related to the system and will not release or share unauthorized and personal information about others or themselves over the system.

- Employees are responsible to know the policies related to the ethical use of e-mail
- Employees agree to follow all laws; policies and procedures related to security, copyright, privacy, licensing, and computer ethics rules as described under the school guidelines.
- Any policy violation with the terms of this agreement is the employee's responsibility to report through appropriate channels.
- Employees understand the terms of this agreement and accept responsibility for following the school's ethics code for technology use. Furthermore, employees who should violate this agreement will be subject to disciplinary action and possibly legal prosecution.
- Students must be supervised when searching the web. The only sites that students' may be allowed to browse are educationally based sites only. All other sites are prohibited. Teachers are responsible for monitoring students' Internet access at all times.

2.1 Policies and Procedures in the event of Lost /Stolen or Damaged Computer Equipment

- The purpose of this document is to establish policy and set procedures to follow in the event of lost, stolen, or damaged BACS equipment.
- Each BACS teacher/guardian is responsible for all technology assigned to their classroom. The objectives of this document are 1) to ensure appropriate classroom management and accountability for the school's assets 2) to establish the procedural steps for teacher/guardian of BACS equipment to follow in the event of lost, stolen, or damaged computer equipment.

2.2. Lost or Stolen

- Should loss or theft of computer equipment or any technology device occur the teacher/guardian of the asset should notify their immediate supervisor of the incident. The teacher/guardian must also report the incident immediately to the Information Technology department.
- The Information Technology department will work with the teacher/guardian regarding the process of replacing computer equipment if the item is not recoverable. If the lost or stolen asset is leased the Information Technology department will also inform the leasing company.
- In the event of lost or stolen equipment while off-campus, it is the responsibility of the teacher/guardian to either replace or reimburse the school.

2.3 Damage

- If computer equipment is damaged it should be reported immediately to the Information Technology department. The teacher/guardian of the equipment may be charged for the repair if the damage is not covered under warranty. If a system was damaged beyond repair the fair market value of the machine, as determined by the school's Principal and or Assistant Principal will be charged to the teacher/guardian.

2.4 Negligence

- In cases of negligence the school will seek reimbursement from the teacher/guardian to cover the cost of repair or replacement (cost of new machine).
- If a student breaks BACS's assets the teacher/guardian must follow all procedures, but the student will be responsible for repairs or replacement. If students breaking BACS equipment becomes a repeated problem under the same teacher/guardian's supervision the teacher/guardian may be held accountable for repairs and replacement.
- If the computer was lost, stolen, or damaged while the teacher/guardian was traveling the teacher/guardian should immediately make a report to the local authorities, obtain a police report, and follow steps of a lost or stolen piece of equipment.
- Staff members who have lost keys and keycards will be subject to a \$20.00 fine.

3.1 Personal Devices

- Upon signing this agreement, each individual must submit their device to the technology committee to be granted wireless access.

- Laptop computers and other devices must have up to date virus protection installed by the owner of the computer.
- The wireless access is provided for the convenience of the faculty and staff members only.
- NO STUDENTS may use the device while it is connected to the BACS wireless network.
- Children of faculty/staff or board members MAY NOT use the wireless network to connect to the Internet while using the device and should not be given the password.
- Any illegal or unethical activities are strictly forbidden and should such activity occur, BACS will not be held responsible.
- Accessing inappropriate material is strictly forbidden and again BACS will not be held responsible for such action.
- User must submit to occasional software inspection on all laptops or devices connecting to the wireless network.
- Should any user require access to files stored on BACS's internal network server (ex: Files stored in the public folder, personal files stored in My Documents on the desktop computers and files stored in the Student/Teacher folder) additional changes may need to be made at the owner's expense.
- Failure to abide by these guidelines will result in termination of access to the wireless network.

By signing this agreement, you are agreeing to the above guidelines (Pages 1 – 7) and any other decisions made by the technology committee regarding the wireless network. I understand that the use of Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges and possible disciplinary actions up to and including termination. Each student who receives access will participate in a discussion with a Brighten Academy faculty member pertaining to the proper use of the network. The system administrators and teachers will deem what is inappropriate use and their decision is final. The school may deny, revoke, or suspend specific user access.

Signature: _____

Print: _____

Date: _____

Adopted: 08-06-20

Revised: 07-24-23

Tobacco Free Campus E8

Tobacco use has been determined by the Surgeon General to be a health hazard. Furthermore, Brighten Academy Charter School has determined that tobacco use is inconsistent with the concepts and principles taught through the curriculum.

Therefore, the possession or use of all tobacco products by students and the use of all tobacco products by employees, contractors, or non-employees assisting in school activities shall be prohibited. This action applies to tobacco use in any building, facility, or vehicle owned, leased, rented or chartered by Brighten Academy, on any school grounds and property – including athletic fields and parking lots, and at any school-sponsored or school-related event on-campus or off-campus 24 hours a day. The same tobacco prohibition shall apply to visitors on all Brighten Academy owned property.

For the purpose of this policy, “tobacco products” is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes, and any other smoking devices that simulate the use of tobacco such as electronic cigarettes (e-cig or e-cigarette), personal vaporizer (PV) or electronic nicotine delivery system (ENDS) or any battery powered vaporizer which is used to simulate tobacco smoking.

School staff members shall be responsible for enforcing Georgia Law and Douglas County School District policies and regulations concerning use of all tobacco products.

Adopted: 11-13-17
Revised: 6-11-18
Reviewed: 02-10-20
Reviewed: 10-17-22

Alcohol and Controlled Substance Testing and Drug Free Work Place F1

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Philosophy

The philosophy of the Brighten Academy Governing Board is that the manufacture, distribution, sale or possession of controlled substances, marijuana and other dangerous drugs in an unlawful manner or being at work under the influence of alcohol, controlled substances, marijuana or other dangerous drugs is a serious threat to the public health, safety and welfare. With this in mind, the Board declares that its work force must be absolutely free of any person who would knowingly manufacture, distribute, sell or possess a controlled substance, marijuana or a dangerous drug in an unlawful manner. This prohibition specifically includes, but is not limited to, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol in the employee's workplace. This prohibition also includes, but is not limited to, an employee being under the influence of alcohol or controlled substances while on duty.

Employees

The use, possession, sale, distribution, or presence in the body of drugs or a controlled substance by an employee while in the workplace is strictly prohibited. Use of or being under the influence of alcohol while at work is also prohibited. Violators will be subject to disciplinary action up to and including discharge. For the purpose of this policy, "drugs or controlled substances" include legal and illegal (street) drugs taken without medical approval. Controlled substances are defined in 21 U.S.C. § 802 and include, without limitation, marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, methamphetamines, derivatives, and other related drugs. "Illegal drug" also means marijuana as defined in paragraph (16) of Code Section 16-13-21, as amended; a controlled substance as defined in paragraph (4) of Code Section 16-13-21, as amended; a dangerous drug as defined in Code, Section 16-13-71, or any other controlled substance or dangerous drug that persons are prohibited from using either under state or federal law, as amended. The term "illegal drug" shall not include any drug when used pursuant to a valid medical prescription, as directed, or when use as otherwise authorized by state or federal law.

The legitimate use, as directed, of controlled substances prescribed by a licensed medical practitioner is not prohibited, but the user's duties may be modified during the time of their use. It is the duty of each employee to notify his or her supervisor immediately of the use of any medication which may have an effect on the employee's performance. Drug screenings, as hereinafter defined and as allowed by law, will be administered to detect drug use. Refusal to submit to a screening or any tampering with the screening procedure will result in termination. Where possible, rehabilitation will be one goal of the program for identified users of prohibited substances. However, any employee discovered by Employer to have or be in possession of an illegal drug on the job, to have used an illegal drug on the job, to have such in their system during regular working hours which could directly or immediately jeopardize the health, safety and welfare of the public at large, students, or other employees, or to be a current user shall be terminated.

"Safety sensitive (high risk)" positions shall mean all employees (certificated, classified, or other), full or part-time, regardless of job. Additionally, all employees who drive to and from school functions or operate hazardous equipment shall be considered to hold safety sensitive (high risk) positions. Notwithstanding anything herein to the contrary, any employee who by the nature of their position or job responsibility could directly or immediately jeopardize the health, safety and welfare of the public at large, students, or

employees, may be deemed to hold safety sensitive (high risk) positions as herein provided. Supplemental list of safety sensitive (high risk) positions may be determined annually.

Education and Training Program

In addition to continuing to present the courses for students on drug and substance abuse as mandated by QBE and as supplemented by the local School, it shall be the philosophy of this Board to offer and/or require an education program for employees to educate them as to the hazards of drug use and substance abuse as follows:

1. The school will post the Board's drug policy in a prominent location and in an appropriate handbook to insure notice to each employee.
2. Each employee will receive a copy of the policy and each employee will be required to sign a form acknowledging that he or she has read the policy and understands its provisions.
3. Each applicant chosen for employment shall likewise receive a copy of the policy and each applicant will be required to sign a form acknowledging that he or she has read the policy and understands its provisions. Each applicant chosen for employment in a safety sensitive (high risk) position shall likewise comply with appropriate requirements relating to pre-employment screenings and will sign any form required.
4. Pamphlets, bulletins and any relevant news items pertaining to the use of drugs or illegal substances, their effects, available treatment methods and other sources of drug or abuse information will be posted, as appropriate, at prominent locations within the school.
5. Information about drug abuse and treatment will be presented and discussed periodically.
6. The Administrator(s) will continuously develop programs relating to the abuse of drugs and alcohol and will participate in programs developed by the school or Brighten Academy for its employees or presented by outside resources as invited by the local school.

Drug Screening

In the effort to detect and discourage drug and/or substance abuse, the Brighten Academy Governing Board will follow the local school system's drug screening program for certain applicants, employees in safety sensitive (high risk) positions, or where reasonable cause and individual suspicion requires. The program has the following components:

- a. Pre-employment screening (where allowed in high risk/safety sensitive jobs)
- b. Annual screening for safety sensitive position
- c. Reasonable cause screening
- d. Post-accident screening
- e. Random screening
- f. Screening upon return-to-duty

Screenings allowed as required by subparagraphs (a) through (f) will be completed as follows.

A urine screening will be used to detect the use of drugs and/or controlled substances. All screening will be conducted by a private medical laboratory which has been approved by the Department of Health and Human Services. However, the urine may be collected in accordance with approved chain of custody procedures at the place and time safety sensitive position employees receive their annual physical, when appropriate. Screening results will be reviewed by a licensed physician trained in analyzing drug screening results (Medical Review Officer). A positive screening result may be followed by a more detailed confirmation screening. The Medical Review Officer who reviews the drug screening outcome will report the results directly to the Administrator(s).

Use of alcohol screenings, when appropriate will be conducted by obtaining a breath sample applied to a breathalyzer operated by a qualified medical operator, police or law enforcement officer trained in the administration of breathalyzer tests or blood tests conducted by qualified medical personnel or laboratory

as directed by the Administrator(s) or designee. All alcohol testing shall be performed on machines that must be on the Conforming Products List (CPL) of the National Highway Transportation and Safety Administration (NHTSA). The employee may request that a blood test be performed at the same time to confirm the result of the breathalyzer test. If the employee elects to have a blood test performed, he or she will be required to sign a consent form permitting the lab to promptly obtain a blood sample and report the results of the test to the Governing Board President or his designee, unless otherwise directed by the School Executive Director. The Governing Board shall bear the cost of all required urine screenings and blood tests for employees and selected applicants.

The following is a description of each component of the drug screening program:

Pre-Employment Drug Screening

All employees selected for employment for high risk/safety sensitive positions will be screened for drug use where allowed or required by law or regulations.

1. Each such selected applicant will be required to sign a consent form authorizing appropriate screening to identify the presence of drugs and controlled substances, in his or her body and releasing screening results to the Governing Board President or his designee. The signed form will be retained in the applicant's personnel file.
2. Each such selected Applicant will be required to sign a Substance Abuse Coverage Form which states that the applicant read, understands and acknowledges that he or she is subject to this Substance Abuse Policy as a condition of employment. The signed form will be retained in the applicant's personnel file.
3. An applicant selected for employment in a safety sensitive (high risk) position will be removed from the pool or from consideration for a position upon the occurrence of any of the following:
 - a. Refusal to sign the consent form
 - b. Refusal to sign the Substance Abuse Coverage Form
 - c. Failure to submit to the drug or alcohol screening within the specified time
 - d. Tampering with the screening program
 - e. Obtaining a confirmed positive result on the drug screening
 - f. Violating any provision of this policy

Annual Screening

Each employee in safety sensitive (high risk) positions shall be required to take an annual physical prior to the beginning of each new school year, unless waived by the Governing Board President or his designee, at such reasonable time and place as directed by the department head with the approval of the School Executive Director or his designee, which physical may include, in addition to any regular physical examination, a urine screening to detect the use of drugs and/or controlled substances, as defined herein. **PROVIDED HOWEVER**, such drug screening may be done randomly throughout the year to ensure accurate results and does not have to be done at the same time as the annual physical. The date shall be chosen by the Governing Board President or his designee.

As part of such annual physical and screening, each employee in a safety sensitive (high risk) position shall be required to sign a consent form authorizing appropriate screening to identify the presence of drugs and controlled substances in his or her body; and agreeing to release such results to the Administrator(s) or his designee. The signed form will be retained in each employee's personnel file. Any Employee in a safety sensitive (high risk) position will be terminated upon the occurrence of any of the following:

1. Refusal to sign the consent form

2. Failure to submit to the drug screening as part of the annual physical or any other allowed screening defined herein
3. Tampering with the screening process
4. Violating any provision of this policy

Any employee in a safety sensitive (high risk) position who during the drug screening obtains a confirmed positive result on the drug screening, shall be terminated if a current user or if using such drugs or substances while performing duties; or, has such drugs or substance in their bodies during regular working hours which could directly or immediately jeopardize the health, safety and welfare of the public at large, students or other employees. Where not in conflict with this provision, such employee shall be selected for the Employee Assistance Program as provided herein.

Screening for Reasonable Cause

The Administrator(s), upon observation or upon receiving a report from any employee may direct that an employee or employees submit to a substance abuse and/or alcohol screening under the following circumstances:

1. The employee is exhibiting unusual behavior associated with drug or alcohol use, such as slurred speech, unsteady movement, unexplained aggression, or any other indicia which would lead a reasonable person to believe the employee is exhibiting behavior associated with drug or alcohol use.
2. An incident or accident occurred on the job, coupled with unusual behavior, or when in the opinion of appropriate school official the incident is reasonably believed to be the result of or affected by drug and/or alcohol use by the employee. Information is received from reliable sources or observation by appropriate school officials which indicates that the employee while at work is under the influence of any drug or alcohol.
3. If the result of an employee's drug or alcohol test conducted or required by an entity other than the School or any of its department was positive, it shall be the duty of such employee to notify the Governing Board President or his designee of such positive test results within ten (10) working days of the employee notification of the results.

Failure to provide this notice will result in discipline, up to and including termination. For purposes of this policy, a blood alcohol concentration of 0.02 or greater shall be classified as a positive test for alcohol, and any measurable amounts of drugs or controlled substance, except as prescribed by a licensed medical practitioner, shall be classified as a positive test for drugs.

Post-Accident Screening

Each employee who has been involved in a job related accident, which in the opinion of the appropriate school official is reasonably believed to be the result of or affected by drug and/or alcohol use by the employee may be required to submit to drug and/or alcohol screening, at the discretion of the Governing Board President or his designee. Appropriate supervisory personnel shall be required to report any such accident to the Governing Board President or his designee. Such screening shall be administered as soon as feasible, considering the circumstances. Copies of all reports of accidents involving personnel shall be sent to the Governing Board President or his designee.

Random Screening

All employees in safety sensitive (high risk) positions may be required to submit to unannounced drug and/or alcohol screening. Employees in non-safety sensitive (high risk) positions may be required to submit to unannounced drug and/or alcohol screening as provided in this policy. Up to fifty percent (50%) of the employees in safety sensitive (high risk) positions who have been involved in an accident, which in the opinion of the appropriate school official is reasonably believed to be result of or affected by drug and/or alcohol use by the employee, during the then current or previous school year would be randomly selected for screening each year by using a table of random numbers from an approved table. Each

affected employee will be assigned a number which will be used in the selection process. The numbers assigned to employees in safety sensitive (high risk) positions who have been involved in accidents for the then current or previous school year will constitute the selection pool and each number will be returned to the pool once picked for screening in any given year, an affected employee may also be selected for screening more than once in any given year.

Random screenings on employees in safety sensitive (high risk) positions who have not been involved in an accident may occur at any time as required by the School Administrator(s). For purposes of a random screening, a screening of at least ten (10%) percent of the eligible employees shall be required in order to constitute a valid random screening as herein described.

Screening Upon Return to Duty

An employee who successfully completes a drug or alcohol rehabilitation program will be subject to drug and/or alcohol screening as described herein for a period up to sixty (60) months, regardless of the nature of his or her position, unless provided otherwise herein.

Employee Assistance Program

Where not prohibited or contradicted by this policy or law, an employee whose screenings result in positive for drugs, controlled substances or alcohol, will have five (5) days after receipt of written notification to elect to enroll in drug and/or alcohol rehabilitation program. If the employee elects to participate in such program, he or she will be allowed to use paid sick or vacation time to participate in the program. If necessary, an employee will be granted leave of absence without pay to complete the program, provided all sick and/or vacation time has been used first. The employee shall be responsible for all costs associated with such programs. Upon successful completion of the program, the employee may be reinstated in his or her previously held position or one similar to that position. Where finances, vacancies, safety considerations and/or the best interest of the school allow and the circumstances warrant reasonable attempts will be made in the sole discretion of the Governing Board President or his designee to allow alternative placement during the period of rehabilitation, if appropriate.

The failure of an employee to elect participation in a rehabilitation program will result in termination of employment for those employees in a safety sensitive position. For all other employees, such failure shall be considered an act of insubordination and will result in termination of employment. The employee will be notified of his or her options in writing, by certified mail return receipt requested. The five (5) days allowed for his or her decision to elect participation in a rehabilitation program will begin to run on the day the employee receives the written notice. In lieu of mailing notice of options, the employee may sign a receipt acknowledging hand delivery.

An employee whose screening results indicate use of drugs or alcohol for the second time will be subject to dismissal immediately, after appropriate Board procedures are followed. Such an employee will not have an option to elect participation in a drug or alcohol rehabilitation program.

Coordination with Federal and State Law

Many statutes are passed dealing with illegal drugs and alcohol use and abuse. To the extent this policy conflicts with such statute or regulation, the Board Attorney shall seek to reconcile this local policy to ensure compliance with State and Federal law unless constitutional principles prohibit it. All employees are hereby put on notice to the extent this policy conflicts with State or Federal law, the conflicting law shall control.

Administration and Record Keeping

Records of all drug and alcohol screening results and drug and alcohol screening programs conducted under this local policy will be kept under lock in the offices of the Governing Board President or his

designee. No individual will have access to the drug and alcohol screening records other than the employee screened, the Board, or the School Executive Director or his designee, provided however, said records may be used in any employment or termination action involving said employee and to document said results in said employee's personnel file where appropriate. Records of all drug or alcohol screening results conducted or permitted by State or Federal law shall be kept under lock in the offices of the Administrator(s) or his designee, who shall give access only as allowed by law or Board policy. In the event that the Administrator(s) or his designee deems it necessary to reveal the contents of any part of the drug or alcohol screening records, they will consult with each other and with the Board Attorney who will determine whether the record in question should be released and to what individual or entity the record may be disclosed.

Administrator(s) or his designee will coordinate the scheduling of all allowable pre-employment drug-screening with the laboratory site and the applicant finalist in writing consistent with state regulation and rules. Annual screening, post-accident and random screening or screening for reasonable cause will be arranged by the Administrator(s) or his designee orally, as time is of the essence. The employee required to submit to the screening shall report to the laboratory promptly at the time scheduled for his or her screening and comply with all direction of laboratory personnel.

The Administrator(s) or his designee shall maintain written documentation of the operation of the screening program. Such documentation will include the date of each drug or alcohol screening taken by an employee, the reason therefore and its results. The Administrator(s) or his designee will also maintain documentation of the method of selecting employees for random screening.

Enforcement

The use, sale, distribution, possession and the presence in the employee's body of a controlled drug or illegal substance is cause for termination. Being under the influence of alcohol while at work will likewise be cause for termination. The Governing Board President or his designee will be notified immediately upon the discovery of any controlled substances on school property. After responding to the notification, it shall be the responsibility of the Governing Board President or his designee to promptly notify the local law enforcement agency having jurisdiction over the Board property in question and cooperate with the local law enforcement agency investigating said matter. The refusal of an employee to submit to a drug screening or blood analysis as required under this policy or the tampering with the screening procedures is also cause for termination.

Suspension or Termination of Public Employee Convicted of Drug or Alcohol Offense

In addition to all other sanctions referred to herein:

- a. Any employee who is arrested, convicted, pleads nolo contendere, or is sentenced for the first time, under the laws of this state, the United States, or any other state, of misdemeanor criminal offense involving the manufacture, distribution, sale or possession of a controlled substance, marijuana, or any other illegal or dangerous drug may be suspended, without pay, from his or her public employment, upon the first offense, for a period of six (6) months. Any such employee shall be required as a condition of reinstatement after suspension to complete a drug abuse or alcohol abuse treatment and education program licensed under Chapter 5 of Title 26 of Georgia Law and approved by the Administrator(s) or his designee, and to undergo such drug or alcohol screening in accordance with Board policy.
- b. Any employee who is arrested, convicted, pleads nolo contendere, or is sentenced under the laws of this state, the United States, or any other state, of any felony criminal offense involving the manufacture, distribution, or sale of a controlled substance, marijuana, or any other illegal or dangerous drug as herein defined may be terminated and shall not be eligible for reemployment.

- c. Any employee who is arrested, convicted, pleads nolo contendere, or is sentenced for the first time, under the laws of this state, the United States, or any other state, of any felony criminal offense involving the possession or use of a controlled substance, marijuana, or any other illegal or dangerous drug may be terminated and shall not be eligible to seek reemployment for five (5) years from date of conviction. Any such employee seeking reemployment at the end of the five (5) year period, shall be required as a condition of consideration or reemployment to complete a drug abuse or alcohol abuse treatment and education program licensed under Chapter 5 of Title 26 of Georgia Law and approved by the Administrator(s) or his designee, and to undergo such drug or alcohol screenings in accordance with Board policy.
- d. Any employee who is convicted, pleads nolo contendere, or is sentenced for a second time or subsequent time, under the laws of this state, the United States, or any other state, of a criminal offense involving the possession or use of a controlled substance, marijuana, or any other illegal or dangerous drug shall be terminated and shall be ineligible for reemployment.
- e. Any employee who is arrested, convicted, pleads nolo contendere, or is sentenced for the first time, under the laws of this state, the United States, or any other state, of any felony criminal offense involving the possession, distribution, use, manufacture, or sale of alcohol may be terminated and shall not be eligible to seek reemployment for five (5) years from the date of conviction. Any such employee seeking reemployment at the end of the five (5) year period, shall be required as a condition of consideration of reemployment to complete a drug or alcohol abuse treatment and education program licensed under Chapter 5 of Title 26 of Georgia Law and approved by the Administrator(s) or his designee, and undergo such drug or alcohol screening in accordance with Board policy. For purposes of this policy, driving related offenses involving alcohol, including but not limited to DUI's and habitual violator which results in a felony criminal offense shall be subject to this provision.
- f. Any employee who is arrested, convicted, pleads nolo contendere, or is sentenced for the first time, under the laws of this state, the United States, or any other state, of a misdemeanor or criminal offense involving DUI or alcohol or substance abuse violations not otherwise defined herein, may be suspended, without pay, from his or her public employment, upon the first offense, for a period of up to six (6) months at the discretion of the Governing Board President or his designee. Any such employee shall be required as a condition of reinstatement after suspension to complete a drug or alcohol abuse treatment education program licenses under Chapter 5 of Title 26 of Georgia Law and approved by the Administrator(s) or his designee, and undergo such drug or alcohol screenings in accordance with Board policy.
- g. Any employee who is convicted, pleads nolo contendere, or is sentenced under the laws of this state, or any other state, of a second time or subsequent time, of a criminal offense involving the possession, distribution, use, manufacture, or sale of alcohol, including driving related offenses involving alcohol shall be terminated and ineligible for reemployment.
- h. All employees and applicants of Brighten Academy shall have a mandatory duty to report any arrest, conviction, plea of nolo contendere, or sentence under any First Offender Act, or its equivalent, relating to criminal offenses involving alcohol, controlled substances, or any other illegal or dangerous drug. Any employee or applicant who fails to report under this policy shall be terminated and/or not be eligible for employment.
- i. For purposes of this Section, the entry of a sentence under the First Offender Act, or a similar statute in any jurisdiction, shall constitute a conviction.

Ineligibility for Employment of Person Convicted of Drug or Alcohol Offense

In addition to all other sanctions referred to herein:

- a. Any person who is convicted, pleads nolo contendere, or sentenced under the laws of this state, the United States, or any other state, for any felony criminal offense involving controlled substances, marijuana, dangerous drugs, or alcohol (including driving related offenses) shall not be eligible for employment by Brighten Academy.
- b. Any person who is convicted, pleads nolo contendere, or is sentenced under the laws of this state, the United States, or any other state, for a misdemeanor criminal offense involving controlled substances, marijuana, dangerous drugs, or alcohol (including driving related offenses) may be denied employment with Brighten Academy. Further, as a consideration for employment, be required to present proof of rehabilitation of completion of a drug or alcohol abuse treatment and education program licensed under Chapter 5 Title 26 of Georgia Law and approved by the Administrator(s) or his designee.
- c. For purposes of this section, the entry of a sentence under the First Offender Act, or entry of a sentence under any equivalent act, shall constitute a conviction.
- d. All applicants shall be required to self-report any drug or alcohol convictions, pleas of nolo contendere, or sentences under the First Offender Act, or its equivalent, as part of the job application process.
- e. Any applicant who fails to disclose same shall not be eligible for employment, or if already employed, shall be subject to immediate termination.

Suspension or Termination or Employment for Using or Being Under the Influence of Alcohol While on the Job

In addition to all other sanctions referred to herein:

- a. Any employee in a safety sensitive (high risk) position who is found to be under the influence of or using alcohol during regular working hours and while on duty for the school shall, upon the first offense, shall be terminated and not eligible for reemployment for six (6) months. Such former employee shall be required, as a condition of reemployment, to complete an alcohol abuse treatment and education program, as approved by the Administrator(s) or his designee, and to undergo random screenings in accordance with Board policy.
- b. Any employee in a non-safety sensitive position who is found to be under the influence of or using alcohol during regular working hours and while on duty for the school shall, upon the first offense, be suspended without pay for up to six (6) months, and required as a condition of reinstatement to complete an alcohol abuse treatment and education program as approved by the Administrator(s) or his designee, and to undergo random screenings in accordance with Board policy.
- c. Any employee who is found for the second time to be under the influence of or using alcohol during regular working hours and while on duty for the school, shall be terminated and shall be ineligible for reemployment.
- d. For purposes of this Section, under the influence shall mean having a blood alcohol concentration of 0.02 or greater in his/her system, except as otherwise provided herein; provided however, employees subject to this Section shall be allowed to take medicines prescribed by a physician or over the counter medications in accordance with their recommended dosages, so long as the employee does not meet any criteria for a reasonable cause screening pursuant to Article IV, Paragraph (c) above.

Related to School Administrator(s) or Other Personnel Reporting Directly to the Governing Board

If the employee in question does not report to the Administrator(s) and reports directly to the Governing Board, as in the case of Administrator(s), the Chair Person for the Human Resources Committee, or another individual designated by the Board shall be responsible for decisions, actions, and reporting.

Consequences for Violation of Policy

Except as otherwise provided herein, a violation of this policy may result in termination of employment.

Retention of Records

- a. The Governing Board President or his designee shall maintain records on all alcohol and drug or substance abuse testing and violations in a secure location with controlled access.
- b. The Governing Board President or his designee shall retain all testing records; a positive will be retained for five (5) years, and a negative result, for a minimum of two (2) years. The laboratory and the Medical Review Officer shall keep the records for the same periods of time. In addition to the records of testing, the Governing Board President or his designee shall retain for a minimum of five (5) years any records related to the collection process and training. At the end of the required documentation time, the record of the screening will be destroyed. (Note: If State or Federal categories differ, said State or Federal law will control).
- c. Such records to be kept shall include, but are not limited to, the following:
 1. Records related to the collection process:
 2. Collection log books, if used
 3. Documents related to the random selection process
 4. Equipment calibration documentation
 5. Documentation of training
 6. Documents generated in connection with decisions to administer reasonable suspicion or post-accident tests
 7. Documents verifying the existence of medical explanation of employee's inability to provide adequate breath for testing
 8. Records related to test results, to the refusal of any covered employee to submit to required alcohol or drug tests and to an employee dispute over the result of an alcohol or drug test
 9. Records related to other violations of the rules
 10. Records related to evaluation and return to duty
 11. Records related to education and training
- d. On an annual basis, the Governing Board President or his designee shall prepare and maintain an annual calendar year's report summarizing the results of its alcohol and controlled substance testing programs.

Additional or More Stringent Sanctions Authorized

The suspension, expulsion, and ineligibility sanctions prescribed in this policy and in Sections IX, X and XI hereof are intended as minimum sanctions and nothing in this policy shall be construed to prohibit the Brighton Academy Governing Board from establishing and implementing additional or more stringent sanctions for criminal offenses and other conduct involving the unlawful manufacture, distribution, sale or possession of a controlled substance, marijuana, or any other illegal or dangerous drug. Moreover, the Governing Board President or his designee is authorized to recommend the extension of time periods or recommend the denial of employment or recommend the denial of reemployment to The Brighton Academy Governing Board where appropriate facts warrant. In addition, the Governing Board President or his designee, upon good cause shown, considering the length of employment, record of the employee, evaluations of the employee and other relevant matters may sparingly, in appropriate cases, recommend to Governing Board a shortening of sanctions provided for herein. Provided, however, that each time the Governing Board President or his designee recommends to shorten such minimum sanctions, a full written report, along with said recommendation, shall be made to the Governing Board outlining the same for the Board's consideration.

Management Information Systems Training for Supervisors

The Governing Board President or his designee shall promulgate such rules and regulations that conform to all state and federal requirements for reporting requirements and mandatory training.

SECTION 504 OF THE REHABILITATION ACT OF 1973, 29 U.S.C. § 794, et seq., AND AMERICANS WITH DISABILITY ACT, 42 U.S.C. § 12112, et seq.

This policy shall be amended from time to time in order to comply with state and federal legislation, including, but not limited to, Section 504 of the Rehabilitation Act of 1973 and Americans with Disability Act. Should any provision hereof be in contravention of state or federal legislation, then said state or federal legislation shall control.

If a person has a disability that meets the requirements of ADA or Section 504 of the Rehabilitation Act of 1973, the employee/applicant is still not protected there under unless the employee/applicant is also "otherwise qualified." To determine whether a person is qualified is a fact-specific, individual inquiry involving two steps. First, the person must satisfy the job's objective criteria, including, but not limited to, required education, training, experience, certifications, or licenses. Second, the person must be capable of performing the essential functions of the job either with or without reasonable accommodations. Being present to perform the job is considered an essential function of the job. A person who meets the disability requirements of the ADA or Section 504 of the Rehabilitation Act of 1973, who is otherwise qualified, shall be provided reasonable accommodations so long as it does not impose an undue hardship on Brighten Academy. The school shall not be required to extend the accommodations that would be unduly costly, substantial, disruptive, or fundamentally alter the nature or operation of the school. For purposes of this policy, the following shall apply:

- a. Alcoholism Protected. It is now well established that alcoholism is a disability and thus, employees who are alcoholics are entitled to the protection of the Americans with Disability Act.
- b. Current Drug Abusers Not Protected. The Americans with Disability Act exclusively exempts from protection any employee or job applicant who "is currently engaging in the illegal use of drugs." Therefore, an employee who is currently addicted to and using illegal drugs is not an "individual with a disability" entitled to protection from adverse employment action.
- c. Recovering Drug Addicts Protected. While current users of illegal drugs are not considered an "individual with a disability," recovering and recovered drug addicts who no longer use illegal drugs are protected.
- d. Drinking Problems. The Americans with Disability Act does not protect persons who have a "drinking problem." To be considered "disabled" under the ADA, a person must have a physical or mental impairment that substantially limits a major life activity (or have a record of, or being perceived as having, such impairment). If an employee simply drinks too much from time to time, this in itself is not a physical or mental impairment.

Omnibus Transportation Employee Testing Act of 1991 (OTETA), 49 U.S. C. § 31306, et seq., and Federal Highway Administration (FHWA)

The Governing Board President or his designee shall confirm compliance with OTETA and FHWA rules and regulations. Should anything herein contravene OTETA or FHWA policy, OTETA or FHWA shall control if applicable. Employees and applicants of Brighten Academy are hereby put on notice of said legislation as if the same were specifically laid out herein verbatim.

Family and Medical Leave Act (FMLA), 29 U.S.C. § 2610, et seq.

The Brighten Academy Governing Board hereby adopts a policy which makes FMLA leave available for the treatment of substance abuse, provided that the treatment is by a health care provider or by a provider of health care services on referral by a health care provider. The Board shall not take action against an employee who has voluntarily entered a drug treatment program for substance abuse while on FMLA leave. However, the Board shall not be prohibited from taking action against an employee for violating the Board's established policy prohibiting substance abuse. Any

employee who violates the Brighten Academy Governing Board's substance abuse policy may be terminated. The Governing Board President or his designee shall assure compliance with the FMLA.

Miscellaneous

The Governing Board President or his designee shall promulgate such rules and regulations to conform to the requirements of this policy, state or federal laws, rules or requirements.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 10-12-09

Revised: 01-23-12

Reviewed: 12-01-14

Reviewed: 04-11-16

Reviewed: 03-12-18

Revised: 06-08-20

Reviewed: 10-17-22

Complaints and Grievances

F3

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Purpose: Informal Resolution Preferred

It is the purpose of this policy to implement the provisions of the Act of the General Assembly of 1992, O.C.G.A. 20-2-989.5 et seq. In accordance with the foregoing, it is the policy of Brighten Academy that certificated personnel shall have the right to present and resolve complaints relating to certain matters affecting the employment relationship at the lowest organizational level possible. The Board encourages all employees to resolve their complaints informally in a spirit of collegiality where possible. This policy and procedure is available where such efforts do not succeed, or where, for any other reason, the certificated employee desires to pursue this procedure.

Definitions

- a. "Level One Administrator" means the school's administrator with respect to teachers and other certificated personnel assigned to that school. With respect to the certified administrators supervised by the Governing Board the "Level One Administrator" shall be the Governing Board President. In any case not covered by this paragraph, the "Level One Administrator" shall be the supervisory certificated person designated by the Board or in the absence thereof, by the Governing Board President.
- b. "Complaint" means any claim or grievance by a certificated employee.
- c. "Notification" means delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.

Scope of Complaint, Exclusions

- a. Scope. Unless excluded by paragraph (b) hereof, this complaint and grievance procedure is applicable to any claim by any professional employee certificated by the Professional Standards Commission who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies rules, regulations, or written agreements of this school or with which the school is required to comply.
- b. Exclusions. This procedure shall not apply to:
 1. Performance ratings contained in personnel evaluation and professional development plans pursuant to Code Section 20-2-210;
 2. Job performance;
 3. Termination, non-renewal, demotion, suspension, or reprimand of any employee, as set forth in Code Section 20-2-940;
 4. The revocation, suspension, or denial of certificates of any employee, as set forth in Code Section 20-2-790;
- c. A certified employee, who chooses to appeal under Code Section 20-2-1160, shall be barred from pursuing the same complaint under this policy.

Hearing Rights, Evidence, Representation, Decisions, Records

- a. **Hearing and Evidence.** The complainant shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses at each level, but the complainant may not present additional evidence at the Second or Third Hearing levels unless notice of the Complainant's intention and the evidence to be presented are submitted in writing five (5) days prior to the hearing to the Administrator who will preside at such level, and in the case of the local board, to the Governing Board President. When hearing an appeal from a prior level, the Governing Board shall hear and decide all appeals de novo.
- b. **Representation.** The Complainant and the administrator against whom the complaint is filed or whose decision is appealed shall be entitled to the presence of an individual, including an attorney to assist in the presentation of the complaint and the response thereto, Governing Board level. The presence of any individual other than the Complainant and the Administrator at Level One is prohibited, except witnesses who present testimony or documents.
- c. **Law Officer.** The Governing Board may appoint a member of the State Bar to serve as law officer who shall rule on all issues of law and other objections, but such attorney shall not assist in the presentation of the case for either party.
- d. **Overall Hearing Time Schedules.** The overall time frame from the initiation of the complaint until rendition of the decision by the Board and notification thereof to the Complainant shall not exceed sixty (60) days.
- e. **Automatic Referral to Next Level.** Any complaint not processed by the administrator within the time frame required by this policy shall be forwarded to the next level for determination.
- f. **Records.** Accurate records of the proceedings at each level shall be kept; the proceedings shall be recorded by mechanical means; all evidence shall be preserved and made available to the parties at all times; and all costs and fees shall be borne by the party incurring them unless otherwise agreed upon by the parties; except that the cost of preparing and preserving the record of the proceedings shall be borne by the Governing Board or school; provided however, the cost of transcribing the transcript of evidence and proceedings before the Board shall be borne by the party requesting same, and all costs of the record on appeal to the superior courts and appellate courts shall be paid by the party required to do so by the laws relating thereto.
- g. **Decisions.** Each decision shall be made in writing and dated, and shall contain findings of fact and reasons for the particular decision reached. Notice. The decision at each level shall be delivered to the Complainant by a person designated by the Governing Board President, either (1) being hand delivered or (2) being deposited in the U. S. Mail (certified mail, return receipt requested). Notice to the Complainant shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U. S. Mail by certified mail, return receipt requested to the address stated in the complaint or, if not contained in the complaint, to the last known address of the Complainant on file with the Governing Board.

FIRST LEVEL PRESENTATION, TIME, and CONTENTS

The complaint shall be presented in writing to the Level One Administrator within ten (10) calendar days after the most recent incident upon which the complaint is based. The complaint shall include the following:

- a. The mailing address of the Complainant to which all notices and other documents may be mailed;
- b. The intent of the Complainant to utilize this complaint procedure, clearly stated;
- c. A reference or description of the statute, policy, rule, contract provision or regulation that is alleged to have been violated, misinterpreted or misapplied;
- d. A brief statement of the facts reasonably calculated to show how such statute, policy, rule or regulation was violated or misapplied, and how it substantially affects the employment relationship of the Complainant; and
- e. A statement of the relief desired.

First Level Hearing and Decision

The Level One Administrator shall record the date of filing on the complaint and shall give notice to the Complainant of the time and place of the hearing, either by mail or hand delivery. When notice is given by mail, it shall be sent by first class mail to the address set forth in the complaint. If no address was included in the complaint, then the notice shall be sent to the last known address of the Complainant on file with the Governing Board. The Level One Administrator shall conduct a hearing on the complaint and render a decision thereon within ten (10) days of the filing of the complaint. The decision shall be dated and a copy shall be sent to the complainant as provided in Hearing Rights section of this policy.

Second Level Hearing: Appeal from First Level

A Complainant dissatisfied with the decision of the first level shall be entitled to appeal to the Governing Board by filing written notice of appeal with the Governing Board President. The appeal must be filed within ten (10) calendar days after the Complainant is notified of the Level One decision. The Governing Board shall record the date of the filing on the appeal and shall notify the Complainant in writing of the time and place of the hearing by mail or hand delivery. The Governing Board shall obtain copies of all minutes, transcripts, documents and other records relating to the complaint and shall conduct a hearing and render decision within ten (10) calendar days of the date of the filing of the appeal, or the hearing may be conducted by any designated representative of the Governing Board who shall promptly submit his or her recommendations and findings to the Governing Board for final decision. The decision shall be rendered and served on the Complainant and his attorney in accordance with Hearing Rights section of this policy.

Reprisals Prohibited

No certificated personnel shall be subjected to reprisals as a result of filing any complaint under this policy. Any reprisals may be referred to the Professional Standards Commission.

Collective Bargaining Disclaimer

Nothing in this policy shall be construed to permit or foster collective bargaining.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 10-12-09

Reviewed: 04-11-16

Reviewed: 03-12-18

Revised: 03-09-20

Employee Work Load and Benefits Eligibility

F4

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Authority for Regulation of Workload

The Brighten Academy Governing Board shall require the Administrator(s), or in the case of the Administrator(s) or Governing Board designee, to formulate necessary rules and regulations to regulate employee workload.

Definitions for Eligibility

A **benefits eligible (“full-time”)** employee is:

1. A school teacher or administrator who is employed in a professionally certificated capacity provided that he or she works half time or more (but not less than 18 hours per week) and is not considered a temporary employee or an emergency employee.
2. A service employee who is employed in a non-certificated position; who is eligible to participate in the Teachers' Retirement System and who works at least 60% of the time necessary to carry out the duties of the position (but not less than 20 hours a week).
3. An employee who is eligible to participate in the Public School Employees Retirement System and who works at least 60% of the time necessary to carry out the duties of the position (but not less than 15 hours a week).

Adopted: 04-13-06

Revised: 10-12-09

Reviewed: 04-11-16

Reviewed: 03-12-18

Revised: 03-09-20

Equal Employment and Education Opportunities

F5

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Non-Discriminatory Practices

Federal law prohibits discrimination on the basis of age, race, color or national origin (Title VI of the Civil Rights Act of 1964); sex (Title IX of the Educational Amendments of 1972 and the Perkins Act of 1998); or disability (Section 504 of the Rehabilitation Act of 1973 and Americans With Disabilities Act of 1990 and 2008 Amendments) in educational programs or activities receiving federal financial assistance.

Employees, applicants for employment or Governing Board, students, parents and the general public are hereby notified that Brighten Academy does not discriminate in any educational programs or activities or in employment policies.

Implementation of Non-Discriminatory Policy

The following individuals have been designated as the employee responsible for coordinating the Board's efforts to implement this non-discriminatory policy:

Governing Board President
School Executive Director
Special Education Coordinator, as assigned by the local school system

Inquiries concerning the application of Title VI, Title IX, Section 504 or ADA of the policies and practices of the Board may be addressed to the person listed above at:

Brighten Academy
5897 Prestley Mill
Douglasville, GA 30135

Inquiries may also be addressed to the Regional Office for Civil Rights, Atlanta, Georgia 30323; or to the Executive Director, Office for Civil Rights, Education Department, Washington, DC 20201.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 03-25-13

Reviewed: 05-11-15

Reviewed: 04-11-16

Reviewed: 03-12-18

Revised: 03-09-20

Faculty Dress Code

F6

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Brighten Academy Governing Board and the courts consider the teacher as an exemplar. In fulfilling this "ideal role" model, faculty members must be neat, clean and appropriately dressed according to the school's designated staff dress code or other dress code approved by the appropriate level of authority as defined below. The wearing of immodest or suggestive clothing is prohibited.

The Administrator(s) will be responsible for establishing staff dress codes yearly. The Human Resources Committee or Governing Board designee will be responsible for establishing the dress code of the Administrator(s) yearly.

The current dress code in effect can be found in the Staff Handbook.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 10-12-09

Revised: 05-23-16

Reviewed: 03-12-18

Reviewed: 03-09-20

Review: 05-10-21

Reviewed: 12-12-22

Full Time Staff Positions F8

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

All staff positions are created only with the approval of the Board. It is the Board's intent to activate a sufficient number of positions to accomplish the school's goals and objectives.

Before any new position is established, the Administrator(s) will present for the Board's approval a job description for the position job's performance responsibilities. The Board also instructs the administration to maintain a comprehensive and up-to-date set of job descriptions of all positions in the school.

Nothing prohibits the school's Administrator(s) from reclassifying positions into part-time positions equivalent to budgeted positions approved by the Governing Board. The Administrator(s) shall notify the Governing Board of any staffing changes required to implement the school program and of reclassified positions in a timely manner.

All new or open positions must be in public view at the school for no less than seven calendar days.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 07-10-08

Revised: 10-12-09

Revised: 12-16-13

Reviewed: 06-13-16

Revised: 04-09-18

Reviewed 04-13-20

Reviewed: 12-12-22

Gifts to Staff Members

F9

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Staff members shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or things of value to obtain special advantage.

Adopted: 04-13-06

Reviewed: 05-09-16

Reviewed: 04-09-18

Reviewed: 04-13-20

Reviewed: 12-12-22

Harassment

F10

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

It is the policy of Brighten Academy to prohibit any act of harassment of students by other students or employees based upon race, color, religion (creed), national origin, sex, gender expression, age, marital status, gender expression, or disability, marital status, sexual orientation, or military status at all times and during all occasions while at school, in the workplace or at any school event or activity, in person or online. Any such act by a student or employee shall result in prompt and appropriate discipline, including the possible termination of employment or suspension or expulsion of the student.

Sexual harassment may include conduct or speech which entails unwelcome sexual advances, requests for sexual favors, taunts, threats, comments of a vulgar or demeaning nature, demands or physical contact which creates a hostile environment. There may be other speech or conduct which employees or students experience as inappropriate or illegal harassment which should also be reported; harassment can take many forms and it is not possible to itemize every aspect of the harassment forbidden by this policy.

Any student, parent, employee, or other individual who believes that a student has been subjected to harassment or discrimination by other students or employees of Brighten Academy as prohibited by this policy should promptly report the same to the Executive Director of their school who will implement the board's discriminatory complaints procedures. Students may also report harassment or discrimination to their school counselor or any administrator. Students and employees will not be subjected to retaliation for reporting such harassment or discrimination. If at any point in the investigation of reported sexual harassment of a student, the coordinator or designee determines that the reported harassment should more properly be termed abuse, the reported incident or situation shall be referred pursuant to the established protocol for child abuse investigation. Refer to Policy H26-R2 Student Sexual Harassment for more information.

It is the duty of all employees to promptly report harassment forbidden by this policy. All supervisors will instruct their subordinates as to the content of this policy and, through appropriate professional learning activities, enlighten employees as to the varied forms or expression of prohibited harassment. The principals of all schools shall ensure that students and parents are informed through student handbooks and verbally that such harassment is strictly forbidden, how it is to be reported and the consequences for violating this policy.

Reporting, Investigation, and Sanctions

It is the expressed policy of the Governing Board to encourage victims of harassment to come forward with such claims. This may be done through the Employee Complaints and Grievances Procedure.

Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the offending person, the report shall be made to the next higher level of administration according to the organizational structure.

Employees are also urged to report any unwelcome conduct by supervisors or fellow employees if such conduct interferes with the individual's work performance or creates a hostile or offensive working environment.

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the Board's legal obligations, and with the necessity to investigate allegations of misconduct and take corrective action when this conduct has occurred. No reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of harassment.

In determining whether alleged conduct constitutes harassment, the totality of the circumstances, the nature of the conduct and the context in which the alleged conduct occurred will be investigated. The Governing Board has the responsibility of investigating and resolving complaints of harassment.

Any employee found to have engaged in harassment shall be subject to sanctions, including, but not limited to, warning, suspension, or termination subject to applicable procedural requirements.

Adopted: 09-13-10
Revised: 01-27-14
Reviewed: 05-09-16
Reviewed: 04-09-18
Revised: 06-08-20
Reviewed: 10-17-22
Revised: 12-12-22

Health Examinations

F11

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Through its overall safety program and various policies pertaining to school personnel, the Board shall seek to ensure the safety of employees during working hours and assist them in the maintenance of good health. It shall encourage all its employees to maintain good health and practice good health habits.

Physical and Mental Health Examinations

Prior to employment at Brighten Academy, if requested, each employee shall present a statement from a physician stating that the employee is physically able to be employed in the position to which appointed. Moreover, the Administrator(s) or Governing Board designee may request additional physical examinations and/or mental health examinations of any employee at any time to determine if a person is fit to continue on the job. The person conducting such examination shall be selected by the school and the costs of such examination shall be paid by the school.

Adopted: 04-13-06

Revised: 10-12-09

Revised: 01-27-14

Reviewed: 05-09-16

Reviewed: 04-09-18

Reviewed: 04-13-20

Reviewed: 01-09-23

Internal Candidates F12

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Brighten Academy Governing Board reserves the Executive Director of Brighten Academy's ability to recruit, interview, and hire qualified internal candidates before posting jobs externally. Internal candidates must give notice to the Executive Director in writing within 3 business days of the internal job posting of their interest in applying for the available position. The Executive Director will interview all internal candidates. If the available position is not filled by internal candidates, the Executive Director will then post the available position to external applicants.

Adopted: 07-26-10

Reviewed: 12-01-14

Reviewed: 05-09-16

Reviewed: 04-09-18

Reviewed: 04-13-20

Reviewed: 01-09-23

Non-School Employment and Personal Activities F15

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Non-school employment and personal activities shall not conflict with school duties, interests, and responsibilities.

Adopted: 04-13-06

Revised: 10-12-09

Reviewed: 05-09-16

Reviewed: 04-09-18

Reviewed: 04-13-20

Reviewed: 01-09-23

Part Time Staff Positions F16

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

All part time staff positions are created and hired in the same manner as all other positions in the school.

Nothing prohibits the school's Administrator(s) from reclassifying part-time positions into different part-time position configurations or full-time positions equivalent to budgeted positions approved by the Governing Board. The Administrator(s) shall notify the Governing Board of any staffing changes required to implement the school program and of reclassified positions in a timely manner.

Part-time schedules are set by the Administrator(s) and will be determined by the need of the school (i.e. Homeroom teachers who job share do report the first full week of school, a full week of testing, etc.)

Adopted: 07-12-07

Revised: 10-12-09

Revised: 01-27-14

Reviewed: 06-13-16

Reviewed: 04-09-18

Reviewed: 06-11-18

Reviewed: 05-11-20

Reviewed: 01-09-23

Personnel Extra Duty F18

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Certified and/or salaried staff members shall carry out their respective parts in general school activities and Parent Teacher Organization, as well as participating in community life, activities, and affairs. Certified and/or salaried staff members are required to devote such time as may be necessary before the school day, during the school day, and after the close of the school day to carry out the full responsibility of the school. Responsibilities may include but are not limited to: lunch duty, car rider duty, attendance at school functions, or other supervisory responsibilities.

Classified and/or hourly staff members should refer to Policy F43, Overtime Non-exempt Employees, regarding compensatory time for working hours exceeding their regular contract.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 10-12-09

Revised: 03-28-13

Reviewed: 05-11-15

Reviewed: 06-13-16

Reviewed: 06-11-18

Reviewed: 05-11-20

Reviewed: 02-06-23

Personnel Goals and Objectives

F19

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Governing Board of Brighten Academy recognizes the uniquely gifted individuals required in implementing the charter, and it is committed to employing these individuals. Brighten Academy will procure the most highly qualified faculty and instructional staff. The faculty and staff will be hired based on the merits of their academic credentials, relevant experience, validated evidence of student achievement, recommendations from previous employers, and shared educational philosophy with Brighten Academy.

The Board's specific personnel goals are:

1. To employ and retain the most qualified personnel possible to staff the school;
2. To provide attractive compensation and benefits for staff welfare;
3. To develop and implement personnel evaluation processes which improve the capabilities of the individuals employed at the school;
4. To provide relevant and meaningful staff development opportunities for all employees to improve the overall instructional program and to contribute to attaining the school's mission;
5. To utilize personnel's strengths and interests to better meet the needs of the school;
6. To develop a professional learning community that fosters a sense of belonging and value in every individual.

Adopted: 04-13-06

Revised: 01-27-14

Reviewed: 06-13-16

Reviewed: 06-11-18

Reviewed: 05-11-20

Reviewed: 02-06-23

Personnel Layoff (Reduction in Force)

F20

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Responsibilities and Prerogative of the Governing Board

The most important functions of the Governing Board are to employ personnel and manage resources within the limitations defined by the funding sources of the school. Consequently, it shall be the prerogative of the Brighten Academy Governing Board (hereinafter the "Board") to abolish job positions, to reduce the length of the work year and salary of all personnel (hereinafter "to downgrade") and/or to reduce the number of employees when seeking to cope effectively with program changes, financial exigency or loss of funding.

Reasons for Reduction in Force ("RIF")

The Board shall consider a reduction in the work force to include the abolition of job positions, the downgrading of an employee's position, and/or the reduction of the number of employees, as a response to the following:

1. A decrease in student enrollment at Brighten Academy which would necessitate a decrease in personnel or a discontinuation of programs;
2. A change in state or local curriculum, personnel, or financial practices which would necessitate a change in or elimination of program or services provided by Brighten Academy;
3. A loss of funds due to a reduction in state funds, reduction in local funds or other funds that make necessary a reduction in spending;
4. A lack of funding for programs, personnel, or services provided by the School;
5. Any reasonable reorganization plan to achieve a more efficient School.

Applicability of Policy

This RIF policy shall apply to all personnel employed by Brighten Academy and to all other individuals employed without a written contract, but nothing in this policy shall be construed to extend to any employee substantive or procedural rights not required under state law. This policy is not to be construed to extend to personnel any expectation of re-employment or due process rights; nor is this policy to be construed to mandate the promotion, transfer, reassignment or downgrade of an employee to any other position with Brighten Academy, even though the employee who is to be terminated may be qualified for a higher or other position.

RIF Procedures

When the Governing Board determines that the application of this reduction in force policy is necessary, it shall be his or her primary responsibility to prepare for presentation to the Board a plan for reduction in force (RIF).

In proposing the plan, the Governing Board may: (1) determine the group(s) of employees to which the RIF will be applied, (2) select individuals or positions to be subject to the RIF, or (3) any combination of (1) and (2). Factors to be considered by the Board President in devising a RIF plan may include, but shall not be limited to, the expertise, effectiveness, overall job performance, and length of continuous service of individual employees with the Board.

Notice

If the Board implements the RIF to terminate an employee(s) under this policy, the Board President shall so notify the Executive Director, who shall then notify the affected employee(s). This policy shall not limit

the Board in taking any other action authorized by board policy, or state or federal law, including the right to terminate the employment of any at will employee outside of the scope of this policy.

Adoption: 03-07-10

Revised: 01-12-15

Reviewed: 06-13-16

Reviewed: 06-11-18

Revised: 05-11-20

Reviewed: 02-06-23

Personnel Records

F21

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

It is the policy of the Brighten Academy Governing Board that the provisions of the Open Records Act found in the Official Code of Georgia at Section 50-18-70 and all applicable sections shall be complied with by this school.

Adopted: 04-13-06

Revised: 10-12-09

Revised: 01-27-14

Reviewed: 06-13-16

Reviewed: 06-11-18

Revised: 05-11-18

Reviewed: 02-06-23

Personnel Record Check

F22

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Fingerprinting/Criminal Records Check – Certificated Personnel

All personnel, certified as well as non-certified, employed by Brighten Academy shall be fingerprinted and have a criminal record check. The cost of the criminal record checks for all certificated and non-certificated personnel shall be borne by the employee. All employees bear the responsibility of notifying administration of any arrest, conviction, or pleading of nolo contendere within 24 hours or prior to reporting to work, whichever comes first.

All certified personnel shall have fingerprinting and a full criminal record check made as required by law upon any certificate renewal application to the Professional Standards Commission. In addition to the criminal record check, fingerprinting is also required for all certificated personnel if they were not previously fingerprinted by Brighten Academy. Each year certificated employees will also complete a local background check.

Fingerprinting/Criminal Records Check – Non-Certificated Personnel

Non-certificated personnel employed by the Board shall initially be fingerprinted and have a criminal record check. It is the policy of the Brighten Academy Governing Board that criminal record checks of all personnel continued in employment with the school shall occur each year such person is re-employed. If an employee leaves, but the employee is rehired, full fingerprints shall be conducted as part of the new hire process.

Adopted: 04-13-06
Revised: 07-12-07
Revised: 10-12-09
Revised: 03-25-13
Reviewed: 05-11-15
Reviewed: 06-13-16
Reviewed: 06-11-18
Revised: 04-10-23

Personnel Retirement F23

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Specific retirement requirements are contained in the Teachers Retirement System of Georgia on their website.

Adopted: 04-13-06

Revised: 10-12-09

Reviewed: 06-11-18

Reviewed: 05-11-20

Revised: 06-08-20

Revised: 03-13-23

Personnel Separation

F24

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Provisions for Termination

Any employee may be dismissed, at the recommendation of the Executive Director and the approval by the Governing Board, for incompetence; insubordination; willful neglect of duties; immorality; inciting, encouraging or counseling students to violate any valid State or Federal law, municipal ordinance, or policy or rule of Brighten Academy Governing Board; for reduction in staff due to loss of students or cancellation of programs; for failure to secure and maintain necessary educational training; and for any other good and sufficient cause, regardless of contractual terms.

Rights to Continued Employment (Tenure)

Employees of Brighten Academy shall not acquire any rights to continued employment with respect to any position as a certified employee.

Nonrenewal of Contract for Certified Employees

All personnel shall be employed and assigned by the Administrator(s), or in the case of Administrator(s), the Governing Board designee, upon the recommendation of the Governing Board. Employment contracts of certificated professional personnel shall be in writing. The Board shall, by May 15th of the current school year, tender a new contract for the ensuing school year to each teacher and other professional employee certified by the Professional Standards Commission on the payroll of this school at the beginning of the current school year, except those who have resigned or who have been terminated. If the intention is to not renew the contract of a teacher or other certificated professional employee, the Executive Director shall notify such employee in writing of such intention. Upon request, the Administrator(s) or Governing Board designee shall make a written explanation for failure to renew the contract of a certificated person available to such person. Brighten Academy retains the right to delay issuance of contracts to those employees on professional development plans. Such contracts shall be issued no later than May 15th.

Fair Dismissal Hearing

A teacher who has been notified by the Board that his/her contract will not be renewed, may request a hearing in accordance with Code Section 20-2-940.

Post-Termination Hearing

Any certified employee who has not acquired the rights to continued employment and who is dismissed, discharged or otherwise involuntarily separated from employment, may within five working days after receipt of notice of separation, request a public post-termination hearing before the Governing Board for the purpose of correcting any false or defamatory impression that the employee believes has been created in connection with such separation. Such request for hearing shall be made in writing and delivered to the Governing Board designee.

Any post-termination hearing shall be heard at a regular or special meeting of the Brighten Academy Governing Board within forty-five days of request on a date set by the Governing Board President, who shall notify the certified employee of the date thereof at least ten days in advance. Failure of the certified employee to follow the procedures outlined in this policy may result in dismissal of the hearing request.

Hearings shall be conducted informally and technical rules of evidence shall not apply. The Board Attorney or his representative may present the evidence and argument at any post-termination hearing in support of the separation, but such evidence or argument is not required. At such hearing, the certified employee shall have an opportunity to: (a) Present argument and evidence to clear his name or refute any charges against him; and (b) Confront and cross-examine any witnesses presented at the hearing in support of the separation.

At the conclusion of the hearing, it is not incumbent upon the Governing Board President to make any decision or announcement in connection therewith, the hearing being a matter for informational purposes only.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 07-28-08

Revised: 10-12-09

Revised: 04-29-13

Reviewed: 05-11-15

Reviewed: 06-11-18

Reviewed: 06-08-20

Revised: 03-13-23

Personnel Time Schedules F25

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

1. The Brighten Academy Governing Board employs all personnel for a specified length of time relative to the job assigned.
2. All certified personnel serve under a contract for a period not longer than twelve months.
3. School Year: The school year for certified and non-certified staff consists of 180 days, plus 10 additional planning or staff development days for a total of 190 days or as prescribed by state law and/or Georgia Board of Education.
4. Positions may be classified as a 180 up to 240-day employee depending on the needs of the school.
5. Additional working days may be added at the school's discretion.

It is expected that all certified and exempt staff will devote at least eight hours each school day to specific job duties. All school personnel shall spend no less than seven and one-half hours per day during pre-planning and post-planning weeks. Staff members are required to remain on duty throughout the full school day to devote such time as may be necessary after the close of the school day to carry out the full responsibilities of the school.

Additional duties and participation in school-wide events, meetings, and professional collaboration are expected by all members of the staff.

Punctuality in reporting for duty is expected. All staff members, both exempt and non-exempt, are expected to sign in and out daily according to office procedures, unless otherwise approved, in advance, by the Executive Director.

Adopted: 04-13-06
Revised: 07-12-07
Revised: 10-12-09
Revised: 04-29-13
Reviewed: 05-11-15
Revised: 04-09-18
Reviewed: 09-10-18
Reviewed: 06-08-20
Reviewed: 06-28-21
Revised: 12-13-21
Reviewed: 03-13-23

Personnel Transfer F26

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The assignment and reassignment of personnel shall be the duty of the Executive Director or designee. The assignment and reassignment of the Executive Director will be the duty of the Governing Board, on recommendation from the Governing Board Executive Committee, or its designee.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 10-12-09

Revised: 04-29-13

Revised: 06-08-15

Reviewed: 06-11-18

Reviewed: 06-08-20

Reviewed: 04-10-23

Professional Personnel Compensation, Guides, and Contracts F27

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Teachers are paid according to Brighten Academy salary schedule. The salary schedule is based on training and experience with increments granted after stated periods of service. Principals and other professional personnel having duties beyond those of regular teachers or jobs requiring highly specialized training not required of a regular teacher may receive stipends above the regular schedule by action of the Board. Such additional stipends are based upon the duties and responsibilities of the positions involved. Additional responsibilities and duties assigned to an employee for whom supplements are paid do not become a part of a tenured contract.

The Governing Board employs all teachers, principals and other certified personnel on the recommendation of the Executive Director. The Governing Board employs the Executive Director and/or the Administrator(s) on the recommendation of the Governing Board Executive Committee or its designee.

Employment contracts must be in writing and signed by such personnel and by the Governing Board President on behalf of the Board. A contract is not valid unless in writing. By May 15 of each school year, Brighten Academy shall tender new contracts for the ensuing school year to all certified personnel who were on the payroll except personnel who have resigned or who have been terminated, or who have been notified that they will not be rehired for the ensuing school year. Such notification shall be in writing. Brighten Academy retains the right to delay issuance of contracts to those employees on professional development plans. Such contracts shall be issued no later than June 1.

Adopted: 04-13-06
Revised: 07-12-07
Revised: 07-28-08
Revised: 08-27-12
Revised: 04-29-13
Reviewed: 05-11-15
Revised: 06-11-18
Reviewed 06-08-20
Revised: 04-10-23

Professional Personnel Qualifications F28

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Brighten Academy Governing Board seeks personnel with the highest qualifications in all positions as acknowledged by the Georgia Professional Standards Commission (PSC). Prior to employment, all teachers issued a contract with Brighten Academy must hold at least a bachelor's degree and be eligible for an active in-field teaching certificate or a certificate of eligibility and follow the tiered certification program issued from the PSC.

Following the requirements of the PSC, certified staff, i.e. teachers, shall be highly qualified and the school shall comply with all notification requirements to parents related to certified staff who are not highly qualified. Certified staff members who do not achieve highly qualified status by August 1 of the year hired shall be reduced to substitute teacher pay for a period not to exceed October 15 of the year hired, at which time termination shall occur at the discretion of the Executive Director.

Classified (non-certified) staff, i.e. paraprofessionals, office staff, clerical staff, and other positions are expected to obtain the proper certification as required by the PSC within 30 days of hiring. Classified staff will be paid at the substitute teacher pay rate until the appropriate certification to the job assigned is earned at the discretion of the Executive Director.

Adopted: 04-13-06

Revised: 01-23-12

Reviewed: 10-6-14

Reviewed: 12-01-14

Reviewed: 08-15-16

Reviewed: 07-16-18

Reviewed: 08-10-20

Reviewed: 11-2-20

Revised: 04-10-23

Salary Deductions

F29

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Governing Board shall make periodic deductions from the salaries of employees to pay premiums on life, accident, health, or annuity insurance, or all or any kind of insurance, upon a group insurance plan. The Board may enter into agreements with insurance companies when desired by the employees, and the premiums are remitted to the insurance company. Participation by employees shall be on a voluntary basis, and any such insurance does not affect workers' compensation benefits. Employees of Brighten Academy shall be entitled to participate in the cafeteria plan portion of the Revenue Act of 1978 and of Section 125 of the Internal Revenue Codes. In addition to salary deductions listed above, and those for federal income tax, some or all of the following deductions would also be applicable to eligible employees:

1. Teachers Retirement System; 47-3-41
2. State Income tax; 48-7-1
3. Social Security; 47-18-41
4. Group Insurance; 33-24-34
5. Health Insurance, if contracted for with State Personnel
6. Voluntary deduction approved by the Board

Adopted: 04-13-06

Revised: 07-12-07

Reviewed: 08-15-16

Reviewed: 07-16-18

Reviewed: 08-10-20

Reviewed: 04-10-23

Sick Leave Bank

F30-R1

The Governing Board of Brighten Academy adopts the following policy which shall be effective on the date the policy is adopted by the Board.

SICK LEAVE BANK

The Board provides a Sick Leave Bank for all employees who wish to join. The Sick Leave Bank shall be maintained on a continuing basis provided there is a minimum participation of twenty (20) employees.

Employees who elect to participate shall contribute one (1) day initially and thereafter as requested from their accumulated short term leave account. Employees may withdraw sick leave days only within the guidelines established by the Sick Leave Bank Committee and in accordance with Board Policy and Regulations.

An employee of Brighten Academy may donate up to ten sick leave days to his or her spouse if such spouse is also an employee of Brighten Academy.

SICK LEAVE BANK

I. Definition:

A Sick Leave Bank shall be authorized by the Board. Sick Leave Bank days shall be established from contribution of sick or personal leave days by participating employees. Participation is on a voluntary basis in accordance with guidelines established by the Sick Leave Bank Review Committee.

II. Purpose:

The Sick Leave Bank was established to provide additional sick leave to participants in the plan who themselves have catastrophic personal illness or whose child(ren) or spouse has catastrophic personal illness resulting from non-elective surgery, elective surgery with complications, diseases, or injury with debilitating consequences beyond their control, and who have exhausted their sick leave and vacation leave (12-month employees). To be catastrophic, an illness or injury must be considered by the physician to have the potential to be permanently job-ending or life-threatening.

III. Eligibility:

Participation in the Sick Leave Bank will be available to present full-time employees who earn sick leave. Employees who wish to join the sick leave bank for the first time must have at least one (1) day of accumulated sick or personal leave. Employees must be members of the Sick Leave Bank for the current school year to apply to withdraw/withdraw days from the sick leave bank for that school year. In order to be eligible, employees must also apply for FMLA (see Policy F46 Family Medical Leave Act).

IV. Administration:

A Sick Leave Bank Committee shall be appointed by the Executive Director. The committee shall be responsible for reviewing, verifying, approving, or denying requests for Sick Leave Bank withdrawals.

The Sick Leave Bank Committee shall consist of:

- One Board member
- Executive Director or Designee from Administration
- Director of Finance and Human Resources
- One member of the Grade Level Leadership Team

Ex-Officio Member - Non-Voting

- Board President

A. Organization of Sick Leave Bank Committee:

At least three (3) voting members and one (1) Ex-Officio Member must be present to act upon applications to make withdrawals from Sick Leave Bank. The decision shall be final and binding, and not subject to appeal or to the grievance procedure. This procedure may be done via email.

All approvals for withdrawals must be supported by at least three (3) voting members.

B. Request for Membership:

The Director of Finance and Human Resources shall announce the open enrollment period (October 1-31) and accept applications for membership each year. (See Exhibit 1)

C. Procedures for Application for Sick Leave Bank Withdrawals:

Once an employee has been enrolled as a member, the employee continues as a member from year to year unless written notice of withdrawal of membership is received by the Director of Finance and Human Resources during the annual open enrollment period.

Application for withdrawal of days from Sick Leave Bank shall be a letter addressed to the Executive Director or Director of Finance and Human Resources. The Sick Leave Bank Request for (see Exhibit 2) should accompany the letter.

The letter must also be accompanied by a physician's statement that:(See Exhibit 3)

- verifies the member's catastrophic illness, injury, surgery, or disability;
- attest the member's incapacity to perform his/her assigned duties;

D. Conditions:

An applicant may be required to undergo, at applicant's own expense, a medical review by a physician approved by the Sick Leave Bank Committee.

Withdrawal from the bank will be granted in units no less than 5 days and no greater than 20 days.

Members may submit a request for extension of leave before the present leave expires.

The maximum number of days any member may receive is 60 days. We encourage employees to enroll in a long term disability plan and utilize this benefit for absences lasting longer than 60 days.

All leave granted, but not needed by the members, must be returned to the Sick Leave Bank. Any unused sick leave bank days must be returned upon the death, retirement, termination of employment, or other condition that removes a sick leave bank member/applicant from active employment with Brighten Academy.

Sick leave granted and used by a member does not have to be repaid.

If a member is physically or mentally unable to make a request to the Sick Leave Bank, a family member or agent may file the request on member's behalf.

The committee will render a decision on an application for withdrawal within twenty (20) working days of its receipt. To be retroactive?

E. Donation of Sick Leave Days:

Any employee entitled to accumulate short term leave at Brighten Academy may become a member of the Sick Leave Bank by donating one day of his/her accumulated short term leave initially during an announced annual open enrollment period. The donation of one sick or personal leave day to establish membership must be deposited in writing on the Sick Leave Bank Donation Form (See Exhibit 1). Members will be assessed on an as needed basis. If the balance of days in the Sick Leave Bank becomes too low to provide the services intended, the Sick Leave Bank Committee has the authority to assess each member an additional day as needed.

Donations of sick leave to the Sick Leave Bank are not refundable and not transferable.

Membership in the Sick Leave Bank is considered continuous unless written notice of withdrawal of membership is received by the Sick Leave Bank Committee within the enrollment period of a subsequent year.

F. Withdrawal Eligibility:

Members shall be eligible to apply for withdrawal of sick leave from the Bank provided that:

The employee has been employed by Brighten Academy for at least 45 days. New Sick Bank members may not apply until 45 days after open enrollment ends and the sick days requested in the application occur after the waiting period.

The member has been absent due to catastrophic personal illness resulting from non-elective surgery, elective surgery with complications, diseases, or injury with debilitating consequences beyond their control, for at least fifteen (15) consecutive working days immediately prior to the day when use of Sick Leave Bank days is to begin.

The member's physician has completed and signed the Sick Leave Bank Physician/Medical Form (F30-E3) indicating that the illness or injury has the potential to be permanently job-ending or life threatening at the time the request is made.

The member has exhausted their own accumulated sick/personal, bonus and vacation leave (12 month employees); including any advance leave the employee is entitled to under Brighten Academy policy.

The member is not receiving Worker's Compensation or long-term disability benefits from Brighten Academy or one of the State Retirement Systems, or any other payment for absences provided by Brighten Academy, other than short-term disability benefits.

An adequate number of unused sick leave days are available in the Sick Leave Bank.

G. Accounting:

The Sick Leave Bank shall operate without additional benefit costs to Brighten Academy.

Costs for withdrawals from the Bank shall be calculated at the benefiting employee's rate of pay plus benefits up to the maximum daily rate (T-5 with 19 years experience).

An employee shall not be eligible to accumulate additional leave (sick, personal, and annual) while receiving payment for leave days withdrawn from the Bank.

H. Record Keeping:

All records of the Sick Leave Bank shall be maintained by the Director of Finance and Human Resources. The committee shall inform the Director of Finance and Human Resources and the applicant of its decision on each application.

Adopted: 10-18-07
Revised: 02-07-08
Revised: 10-12-09
Revised: 05-20-13
Reviewed: 05-11-15

Reviewed: 08-15-16
Revised: 07-16-18
Reviewed: 08-10-20
Revised: 07-24-23

Sick Leave Bank—Donation Form

F30-E1



| | |
|---------------|--|
| Employee Name | |
| Position | |
| Date | |

TO: Executive Director or Designee for Sick Leave Bank

I, _____, Social Security Number _____
 (Print First Name, Last Name)

have read and understand the Brighten Academy sick leave bank policy and regulation and I authorize the transfer of one (1) day from my leave account to the Employee Sick Leave Bank. This authorization will also serve for future transfers as requested in accordance with the Sick Leave Bank (F30-R1) Section E “Donation of Days” which states, “Members will be assessed on an as needed basis. If the balance of days in the Sick Leave Bank becomes too low to provide the services intended, the Sick Leave Bank Committee has the authority to assess each member an additional day as needed.”

I understand that once an employee has been enrolled as a member, the employee continues as a member from year to year unless written notice of withdrawal of membership is received by the Executive Director or designee during the annual open enrollment period.

I understand that donations of sick leave to the Sick Leave Bank are not refundable and not transferable.

I wish to donate one (1) day to the Sick Leave Bank from (check one):

| | |
|--------------------------|----------------|
| <input type="checkbox"/> | Sick Leave |
| <input type="checkbox"/> | Personal Leave |

(This will reduce the number of personal days from three (3) to two (2) for the current school year.)

| | |
|--------------------|--|
| Employee Signature | |
| Date | |

For Office Use Only

| | |
|--------------|--|
| Date Entered | |
| Entered By | |
| Notes | |

Reviewed: 05-11-15
 Reviewed: 08-15-16

Reviewed: 07-16-18
 Reviewed: 08-10-20

Revised: 07-24-23

Sick Leave Bank—Request Form F30-E2



**BRIGHTEN
ACADEMY**

SECTION A: TO BE COMPLETED BY EMPLOYEE

| | | | |
|---------------|--|-------------------------|--|
| Employee Name | | Soc. Sec. No. | |
| Position | | Phone Number | |
| Date | | Date of Last Day Worked | |
| Address | | | |

Describe the nature of your catastrophic illness. To be catastrophic, an illness or injury must be considered by the physician to have the potential to be permanently job-ending or life-threatening.

1. Sick Leave Bank days are available only to employees who are active members of the Sick Leave Bank.
2. The Sick Leave Bank is available to a member with a catastrophic illness; to draw from the bank a member must first exhaust accumulated leave.
3. Additional leave days granted by the Sick Leave Committee may be used only for personal illness of the employee, employee's children or spouse.
4. A member must be absent fifteen (15) consecutive work days due to catastrophic illness immediately prior to using days from the Sick Leave Bank. (See guidelines for additional clarification.)
5. All leave granted, but not used by the member, will be returned to the Sick Leave Bank.
6. Physician's Name _____ Phone No. _____

I authorize my physician(s) to release information relating to my catastrophic illness as defined above to the Brighten Academy Sick Leave Bank Committee.

Signature of Employee or Designee

Employees should submit all copies of paperwork to the Executive Director or Director of Fin. and HR or Designee.

SECTION B: TO BE COMPLETED BY SICK LEAVE BANK COMMITTEE ONLY

| | | |
|--|------------|-----------|
| DATE REQUEST RECEIVED | | |
| PHYSICIAN'S STATEMENT ATTACHED | YES | NO |
| MEMBER'S ACCUMULATED SHORT TERM LEAVE ENDS/ENDED | | |
| FIRST DAY OF WORK MISSED FOR THIS ILLNESS | | |
| REQUEST GRANTED | YES | NO |
| NUMBER OF DAYS GRANTED FROM SICK LEAVE BANK | | |
| IF DENIED--REASON DENIED | | |

Sick Leave Bank Committee Signatures: _____

Adopted: 07-24-23

Sick Leave Bank—Physician/Medical Form F30-E3



PHYSICIAN'S FORM FOR VERIFICATION OF CATASTROPHIC ILLNESS OF:

() **EMPLOYEE** () **EMPLOYEE'S SPOUSE** () **EMPLOYEE'S CHILD**

| | | | | | | | | | | | |
|-----------------------------------|--|--|-------------|--|--|--------------|--|--|----------------------|--|------------------|
| PATIENT'S SOCIAL SECURITY NUMBER: | | | | | | | | | | | Employee's Name: |
| Last name: | | | First Name: | | | Middle Name: | | | Phone Number: | | |
| Street Address: | | | | | | | | | Employee's Position: | | |
| City: | | | State: | | | Zip Code: | | | | | |

| | | | | |
|--|------------|-----------------|------------------|--------------------------------------|
| PHYSICIAN'S REPORT OF CATASTROPHIC ILLNESS: | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Is the patient still under your care for this condition: | | | | |
| YES | | NO | | If NO, what date did care terminate? |
| Is the patient: | AMBULATORY | CONFINED TO BED | CONFINED TO HOME | IN HOSPITAL |
| In your professional opinion, is this illness or injury: | | | | |
| Life-threatening | | () YES | () NO | |
| Job-ending | | () YES | () NO | |

| | | | | | | | | |
|--|--|--|--------------------|-----|------|---|-----|------|
| PHYSICIAN'S NAME: | | | DISABILITY BEGINS: | | | ESTIMATED DATE DISABILITY ENDS: | | |
| Group name: | | | MONTH | DAY | YEAR | MONTH | DAY | YEAR |
| STREET ADDRESS: | | | SUITE: | | | I certify the above named patient is under my care and will be unable to perform normal job duties during this period. Adjustments in these dates may be necessary at a later date. | | |
| CITY: | | | STATE: | | | | | |
| | | | | | | Date _____ | | |
| Physician's Signature (No stamps please) | | | | | | | | |

Adopted: 07-24-23

Substitute Teachers

F31

The Governing Board of Brighten Academy adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

The selection and placement of competent substitute teachers is essential to ensuring coverage of classes and/or classrooms in the absence of regular teachers. The continuity of programs and curriculum implementation is also affected by the quality of the substitute teachers available for teaching assignments. When the school is notified by a teacher of an impending absence or the School Executive Director determines that a substitute teacher is needed to provide class/classroom coverage due to legitimate and school related needs, a substitute assignment will be arranged in accordance with the following general provisions.

The school shall maintain a prioritized list of qualified substitute teachers. Candidates must undergo and maintain a clear fingerprinting/background check annually. Priority shall be given to substitutes with the most appropriate qualifications for the classroom that needs coverage.

Priorities are:

1. Valid Teacher certification in-field
2. Valid Teacher certification
3. 4 year college degree or higher
4. Some postsecondary training/courses completed
5. High school diploma
6. GED certificate

*Preferred Qualifications: Possess a valid teaching certificate.

State Board of Education policy prohibits substitution in the same classroom for more than 45 days, unless the substitute teacher holds a valid in-field teaching certificate. Substitute teachers without a valid in-field teaching certificate shall not work in any one classroom more than 10 consecutive teaching days.

The substitute rate of pay will be reviewed each year. This information will be distributed at the substitute training, along with other pertinent school *information*.

REGULAR SUBSTITUTE TEACHERS

A list of substitute teachers at the State Schools shall be maintained by the School Executive Director or his/her designee to work for teachers who are absent because of personal circumstances or are not present due to fulfilling other duties as assigned by the School Executive Director. This list shall contain only the names of those employees who are available to work. A substitute teacher who declines work six consecutive times shall be deleted from the list.

LONG TERM SUBSTITUTE TEACHERS

Substitute teachers must have a valid teaching certificate to be considered for the long-term position status. Long-term substitutes may be used for teacher absences or vacancies expected to exceed 10 teaching days in the same classroom. In cases where a long term assignment is not initially anticipated, but it becomes long term after 10 consecutive working days, the rate may be changed for the remainder of the absence of the regular teacher. However, the extra pay cannot be made retroactive. Long-term

substitutes may be used in the same classroom based on any teaching certificate not to exceed 45 teaching days. To substitute 46 or more days in any one classroom, the substitute teacher must have in-field certification.

CONTACTING FOR COVERAGE

The School Executive Director or designee will contact approved substitute teachers to secure coverage for teacher absences. Once the substitute has accepted the assignment, the name of the substitute and contact information may be given to the teacher upon request. Lesson plans shall be the responsibility of the teacher unless the School Executive Director or his/her designee arranges otherwise.

SUPERVISION

The supervision of a substitute teacher shall be the responsibility of the supervisor normally accountable for the absent teacher.

TRAINING/ORIENTATION

The School Executive Director or designee shall ensure that a substitute teacher has been provided an appropriate training/orientation session initially including the following information:

- A review of the School Safety Plan (to be conducted annually)
- School Policy Manual (specific policies to be highlighted and to be conducted annually)
- School Handbook and procedures (to be conducted annually)
- Observation hours
- Classroom management practices
- Appropriate Human Resources contacts and paperwork

SUBSTITUTE FOLDER

The absent teacher shall provide thorough lesson plans for the utilization by the substitute. This information shall be kept in an easily accessible and recognizable folder. At a minimum, the substitute folder shall be sufficient to encompass the anticipated length of coverage and include the following.

- Attendance record (roll book/log)
- Seating chart
- Class schedule
- Bell schedule
- Meaningful subject and age appropriate lesson plans/guidelines
- Pertinent student related information, i.e. behavior plans, special education accommodations, medication time tables, etc.
- Emergency procedures
- Evacuation map/plan
- Grade book (if appropriate)
- Provisions for providing feedback/notes
- Applicable computer login information

LIMITATIONS OF AUTHORITY

The substitute teacher shall be the authority figure in the classroom in the absence of the regular teacher. Thus, the substitute teacher shall be expected to follow and adhere to all school policies and student disciplinary procedures. Unless specifically given authority or permission by the absent teacher, supervisor, or School Executive Director, the substitute teacher shall not make any changes or addendums to lesson plans, protocols, or procedures as outlined in the Substitute Folder, or those items reviewed during the orientation/training session. The School Executive Director or designee shall review any correspondence generated by the substitute teacher representing the school in any fashion and intended for students' parents or other audiences prior to distribution.

RECRUITMENT OF SUBSTITUTE TEACHERS

The school shall advertise substitute teaching positions when needed. Applicants will be instructed to apply directly to the school and may apply for substitute teacher positions anytime during the calendar year. The school is encouraged to seek applicants with the preferred qualifications through local networking.

Adopted: 11-30-20

Reviewed: 8-9-21

Reviewed: 5-8-23

Staff and Professional Learning Opportunities

F33

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Professional Development Plan

Implementation of this policy requires that a comprehensive professional development plan be developed and annually reviewed as prescribed by the Georgia Board of Education. The following procedures are consistent with the state guidelines.

The Plan shall provide for the following:

1. Policy and procedures for assuring that the school has a School Improvement Plan (SIP) that addresses comprehensive professional learning as a major component and is aligned with the system SIP. The SIP shall include at least the following:
 - a. Procedures that assure that all certified staff and paraprofessionals have the opportunity to participate in the identification of individual and/or collective professional learning activities for their school.
 - b. Procedures to assure that all individual and collective professional learning activities are aligned with the SIP.
2. The school plans shall identify annual, measurable student outcomes.
3. Administrative procedures that provide for reporting all professional learning activities for all personnel in one comprehensive plan and for implementation of the comprehensive plan as approved.
4. Professional learning programs that address the assessed needs of all students, and school and system personnel as identified through analysis of student data, the evaluation of the effectiveness of instructional programs, and other means deemed appropriate by the school. For professional personnel and paraprofessionals, the annual personnel evaluation process shall also be used to identify professional learning needs.
5. Professional learning activities according to priorities that are determined annually by the Administrator(s) and/or Leadership Team.
6. Professional learning program descriptions that include statements of need, objectives, activities, evaluations and budget information.
7. Procedures for conducting formative and summative program evaluation.
8. A comprehensive budget that includes all possible local, state and federal fund sources to support the plan.
9. An annual report presented to the Governing Board from the Administrator(s) describing the goals and objectives of the comprehensive Professional Learning Plan.

Expenditure of Funds

Funds budgeted for professional learning should be used only to compensate personnel for activities that relate to school educational programs. Funds budgeted for professional learning should be used primarily for activities that enhance the skills of certified personnel and directly relate to student achievement.

- a. Professional learning funds may be expended for any of the following:
 - Release time for teachers to serve as mentor teachers
 - Release time for teachers to participate in professional learning activities
 - Substitute teacher salaries and employee benefits
 - Travel for professional learning purposes
 - Professional and technical service fees and expenses for instructors and Consultants

- Instructional equipment for professional learning purposes
 - Training materials and supplies
 - Stipends
- b. QBE formula "staff and professional learning" funds should not be used to pay stipends to school board members who are not employees of the school.

Annual Report

The school shall submit an annual report to all stakeholders once annually, as prescribed by the charter or state law.

Professional Learning Units –

Refer to the Georgia Professional Standards Commission for the complete listing of requirements for certificate renewal.

Adopted: 04-13-06
Revised: 07-12-07
Revised: 10-12-09
Revised: 05-20-13

Revised: 10-06-14
Reviewed: 08-15-16
Reviewed: 08-10-20
Reviewed: 5-8-23

Staff Assignments

F34

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Staff assignments shall be made by the Board upon the recommendation of Administrator(s) regarding school staff. The basic consideration in the assignment of professional personnel is the well-being of the program of instruction. The appropriateness of the assignment will have a significant effect on the morale of the professional staff and the effectiveness of the total educational program.

It is the policy of the Board that personnel be assigned on the basis of their qualifications, the needs of the school, and their expressed desires. When it is not possible to meet all three conditions, personnel shall be assigned first in accordance with the needs of the school, second where the Administration feels the employee is most qualified to serve, third as to expressed preference of employees in order of seniority in the school, all other considerations being equal. The Board will allot personnel in a way which provides the most equitable opportunities for children at Brighten Academy.

In the case of vacancies in new or existing positions, consideration will be given to qualified applicants among current employees. At no time may any administrator or other certified employee be directly responsible for the supervision or evaluation of a member of the immediate family, i.e., spouse, children, mother, father, brother, sister, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any relative living in the household of the employee. An employee or board member shall remove oneself from the decision making process when required to make administrative or supervisory decisions which personally and individually affect a relative employed by the Board.

Adopted: 04-13-06
Revised: 10-12-09
Revised: 02-24-14
Reviewed: 08-15-16
Reviewed: 07-16-18
Reviewed: 08-10-20
Reviewed: 10-2-23

Staff Conflict of Interest F35

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Conflict of interest is defined as the use of a position for personal gain. No employee shall give a written or oral endorsement to any company or representative for any periodical, book, product or service which may be offered for sale to schools, parents, students or other employees of Brighten Academy. Employees are prohibited from soliciting for personal gain during school hours or while performing as an agent of Brighten Academy.

Adopted: 04-13-06

Reviewed: 09-12-16

Reviewed: 08-13-18

Reviewed: 08-10-20

Reviewed: 10-2-23

Staff Telework Program F36

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Staff members may be granted permission to telework by the school Executive Director. Any staff member seeking to participate in the Staff Telework Program must agree to the terms of the Telework Agreement (F36-E1). The following terms of the Staff Telework Program shall apply.

Scope – Staff members must agree to perform services for Employer as “teleworker.” Staff members must agree that teleworking is voluntary and may be terminated at any time, by either the Employee or Employer, with or without cause.

Term – The Telework Agreement shall become effective as of the date written, and shall remain in effect, as long as Employee teleworks, unless the agreement is terminated.

Termination– Staff members’ participation as a teleworker is entirely voluntary. Teleworking is available only to eligible employees, at Executive Director’s discretion. Teleworking is not an employee benefit intended to be available to the entire organization. As such, no employee is entitled to, or guaranteed the opportunity to, telework. Either party may terminate a staff member’s participation in the program, with or without cause, upon reasonable notice, in writing, to the other party. Employer will not be held responsible for costs, damages or losses resulting from cessation of participation in the teleworking program.

Salary, Job Responsibilities, Benefits – Salary, job responsibilities, and benefits will not change because of involvement in the telework program. Staff members will be entitled to any benefits changes that may be implemented. Staff members must agree to comply with all existing job requirements as now are in effect.

Work hours and Overtime– Work hours are not expected to change during the program. In the event that overtime is anticipated, this must be discussed and approved in advance with the manager, just as any overtime scheduling would normally have to be approved.

Work Schedule – The daily work schedule for the days when working at home is subject to negotiation with and approval by staff member’s manager. The manager may require that employee work certain “core hours” and be accessible by telephone or other communication type during those hours.

Equipment – Employer may provide the necessary computer, modem, software, and other equipment needed for teleworking. All of these items remain the property of the company and must be returned to the company upon request. The computer, modem, software, and any other equipment or supplies provided by Employer are provided for use on company assignments. Other household members or anyone else should not use the equipment and software. Company-owned software may not be duplicated except as formally authorized. Employer will be responsible for insurance and maintenance of all company-provided materials.

Staff members may use personal equipment for teleworking purposes. In such cases, the employee will be responsible for the maintenance and insurance required for the equipment.

Workspace – Staff members must agree to designate a workspace within the remote work location for placement and installation of equipment to be used while teleworking. Staff members must agree to maintain this workspace in a safe condition, free from hazards and other dangers to themselves and equipment.

Any confidential materials taken home should be kept in the designated work area at home and not be made accessible to others. Confidential conversations should take place in a private location where the conversation cannot be overheard by others.

In the event that legal action is required to regain possession of company-owned equipment, software, or supplies, the employee agrees to pay all costs incurred by Employer, including attorney's fees, should Employer prevail.

Office Supplies – Office supplies will be provided by Employer as needed. Staff members' out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of staff member's manager.

Worker's Compensation – Employer will be responsible for any work-related injuries under our state's Workers Compensation laws, but this liability is limited to injuries resulting directly from work and only if the injury occurs in the designated work area. Any claims will be handled according to the normal procedure for Worker's Compensation claims.

Liability for Injuries – All employees remain liable for injuries to third persons and/or members of the employee's family on employee's premises. Employees must agree to defend, indemnify and hold harmless Employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee's willful misconduct, negligent acts or omissions in the performance of the Employee's duties and obligations under the Telework Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Employer.

Dependent Care – Teleworking is not a substitute for dependent care. Teleworkers will not be available during company core hours to provide dependent care.

Taxes – It will be the staff member's responsibility to determine any income tax implications of maintaining a home office area. Employer will not provide tax guidance nor will Employer assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Evaluation – The employee must agree to participate in all studies, inquiries, reports and analyses relating to this program.

Employees remain obligated to comply with all of Employer's policies, rules, practices, instructions and this Agreement. Violation of any of the above may result in preclusion from teleworking.

Adopted: 08-10-20

Revised 08-24-20

Reviewed: 10-2-23

Staff Telework Agreement

F36 –E1



5897 Prestley Mill Road, Douglasville, GA 30135 Ph: 770-615-3680 Fax: 770-575-3614

Staff Telework Agreement

This Agreement is between the employee and Brighten Academy (referred to as “Employer”).

The parties, intending to be legally bound, agree as follows:

Scope of Agreement – Employee agrees to perform services for Employer as “teleworker.” Employee agrees that teleworking is voluntary and may be terminated at any time, by either the Employee or Employer, with or without cause.

Term of Agreement – This Agreement shall become effective as of the date written above, and shall remain in full force and effect, as long as Employee teleworks, unless the agreement is terminated.

Termination of Agreement – Employee’s participation as a teleworker is entirely voluntary. Teleworking is available only to eligible employees, at Executive Director’s discretion. Teleworking is not an employee benefit intended to be available to the entire organization. As such, no employee is entitled to, or guaranteed the opportunity to, telework. Either party may terminate Employee’s participation in the program, with or without cause, upon reasonable notice, in writing, to the other party. Employer will not be held responsible for costs, damages or losses resulting from cessation of participation in the teleworking program. This Agreement is not a contract of employment and may not be construed as such.

Salary, Job Responsibilities, Benefits – Salary, job responsibilities, and benefits will not change because of involvement in the program. Employee will be entitled to any company-wide benefits changes that may be implemented. Employee agrees to comply with all existing job requirements as now are in effect.

Work hours and Overtime – Work hours are not expected to change during the program. In the event that overtime is anticipated, this must be discussed and approved in advance with the manager, just as any overtime scheduling would normally have to be approved.

Work Schedule – The daily work schedule for the days when working at home is subject to negotiation with and approval by Employee’s manager. The manager may require that Employee work certain “core hours” and be accessible by telephone or other communication type during those hours.

Equipment – Employer may provide the necessary computer, modem, software, and other equipment needed for teleworking. All of these items remain the property of the company and must be returned to the company upon request. The computer, modem, software, and any other equipment or supplies provided by Employer are provided for use on company assignments. Other household members or anyone else should not use the equipment and software. Company-owned software may not be duplicated except as formally authorized. Employer will be responsible for insurance and maintenance of all company-provided materials.

Employee may use personal equipment for teleworking purposes. In such cases, Employee will be responsible for the maintenance and insurance required for the equipment.

Workspace – Employee agrees to designate a workspace within Employee’s remote work location for placement and installation of equipment to be used while teleworking. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment.

Any confidential materials taken home should be kept in the designated work area at home and not be made accessible to others. Confidential conversations should take place in a private location where the conversation cannot be overheard by others.

In the event that legal action is required to regain possession of company-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by Employer, including attorney’s fees, should Employer prevail.

Office Supplies – Office supplies will be provided by Employer as needed. Employee’s out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of Employee’s manager.

Worker’s Compensation – Employer will be responsible for any work-related injuries under our state’s Workers Compensation laws, but this liability is limited to injuries resulting directly from work and only if the injury occurs in the designated work area. Any claims will be handled according to the normal procedure for Worker’s Compensation claims.

Liability for Injuries – Employee understands that the Employee remains liable for injuries to third persons and/or members of Employee’s family on Employee’s premises. Employee agrees to defend, indemnify and hold harmless Employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee’s willful misconduct, negligent acts or omissions in the performance of the Employee’s duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Employer.

Dependent Care – Teleworking is not a substitute for dependent care. Teleworkers will not be available during company core hours to provide dependent care.

Taxes – It will be the Employee’s responsibility to determine any income tax implications of maintaining a home office area. Employer will not provide tax guidance nor will Employer assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Evaluation – Employee agrees to participate in all studies, inquiries, reports and analyses relating to this program.

Employee remains obligated to comply with all of Employer’s policies, rules, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from teleworking.

I have read and understand this Agreement and accept its conditions.

Employee Printed Name

Date

Employee Signature

Sign and Return with the Schedule for Telework completed.

Telework Schedule

Please complete the following schedule and submit with your signature page.

Name _____

Job Title _____

Telework Start Date _____ End Date _____

Describe Designated Workspace Location: _____

I acknowledge that my workspace is confidential: ____ Yes ____ No

(Policy states the telework workspace should be private to protect confidentiality.)

Daily Schedule:

| Time | Activity/Description of Task | Notes (subject, facilitator, grade level, etc.) |
|-------------|------------------------------|---|
| 8:00-9:00 | | |
| 9:00-10:00 | | |
| 10:00-11:00 | | |
| 11:00-12:00 | | |
| 12:00-1:00 | | |
| 1:00-2:00 | | |
| 2:00-3:00 | | |
| 3:00-4:00 | | |

Approved by:

_____ Date _____

Brighten Academy Administrator Signature

Printed Name _____

For Office Use Only:

Adopted: 08-10-20

Revised 08-24-20

Reviewed: 10-2-23

Updated Jan. 8, 2024

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Staff Participation in Political Activities

F37

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Brighten Academy Governing Board recognizes the right of its employees, as citizens, to engage in political activity. The Board recognizes that school property and school time should not be used for political purposes except as provided for in policies pertaining to the use of school buildings by civic and political organizations. Elections to determine the membership of The Brighten Academy Governing Board shall be considered to be political within the meaning of this policy. The following activities are specifically prohibited on property under the jurisdiction of Brighten Academy:

1. Posting or displaying of political circulars, petitions, campaign signs, or billboards on any public property or building. Bumper stickers shall be an exception to this policy when displayed on a personal vehicle.
2. Distribution to school employees or students, whether by placing in school mailboxes, or otherwise, of political circulars or petitions not sent through the United States mail
3. Collection of and/or solicitation of funds for political use
4. Solicitation for campaign workers
5. Use of pupils for writing or addressing political materials or distribution of such materials

Nothing in this policy shall prevent:

1. Dissemination of information concerning school tax and/or bond elections, or charter school legislation.
2. The discussion and study of politics and political issues in the classroom when such discussion and study are appropriate to classroom studies, such as history, current events, and political science. During discussion, teachers must be especially careful that a non-biased presentation is conducted and that their own views and personal beliefs are in no way allowed to influence the subject matter of the discussion.
3. The Executive Director or a designee from being able to advocate for Brighten or Charter School legislation during school hours.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 05-20-13

Revised: 07-13-15

Reviewed: 09-12-16

Reviewed: 08-13-18

Reviewed: 08-10-20

Reviewed: 10-2-23

Staff Protection F38

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Any person or group desiring to carry out a research project, survey or informal poll of employees of Brighten Academy shall present to the Governing Board a proposal stating the purpose of the project, method to be used, logistics involved as to time, place, number, the instrument or questions to be used in the study and a resume of the person or group making the request.

The Governing Board shall consult with the School Executive Director prior to making the decision on approval or non-approval. A copy of the results of the project shall be forwarded to the Governing Board.

Adopted: 04-13-06

Reviewed: 09-12-16

Reviewed: 08-13-18

Reviewed: 08-10-20

Reviewed: 10-2-23

Staff Leave

F39

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Bereavement or Death in Immediate Family

In the event of a death in the immediate family of a benefits-eligible employee, a leave of/absence of up to five days will be granted for the death of an immediate family member. Any absence due to the death of a person other than on the list below must be taken from personal leave. For the purpose of this policy, immediate family members are defined as: husband, wife, domestic partner, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, granddaughter, grandson, grandfather, grandmother, aunt, uncle, niece, nephew, and any relatives living in the immediate household of the employee. Exceptions to the above must be approved by the Executive Director or designee. Requests for such leave shall be made in writing to the Executive Director or designee.

Sick Leave Eligibility

All benefits-eligible personnel employed by Brighten Academy shall be eligible for sick leave earned at the rate of one and one-fourth days for each school month worked, provided salary is earned for at least half of the workdays in the month. Sick leave is not earned while the employee is on leave without pay. Any unused sick leave may be carried forward from one fiscal year to the next up to the maximum allowable rollover per state policy.

Eligibility for sick leave shall be based on the following:

1. Personal illness
2. Incapacity because of bodily injury
3. Exposure to contagious disease by which the health of the students would be endangered by attendance on duty; Illness in immediate family which necessitates continuing supervision and care of employee. Immediate family shall include husband, wife, domestic partner, father, mother, brother, sister, son, daughter, or a person standing in loco parentis. Any days missed because of illness of any person other than on the list above must be taken from personal leave (See Director of Finance and Human Resources for guidance on symptom-based management of sick leave absences)
4. Maternity Leave - Sick leave may be utilized for absence due to physical disability related to maternity. However, if the Executive Director or designee disagrees with any doctor's statement of disability or ability, it may appoint a physician of the same medical specialty as the employee's physician for the purpose of receiving independent medical judgment

A doctor's certificate may be required by the Executive Director designee at any time deemed necessary, but shall be required for any illness longer than three (3) consecutive days.

Absence

For any absence an employee shall file a leave form giving dates and reasons for the absence. For absences beyond three (3) days, a doctor's certificate or its equivalent shall be filed with the statement of absence. One copy of the form and the doctor's certificate shall be kept on file by the Human Resources Department. An employee knowing of a future confinement shall notify the immediate supervisor in writing as soon as it is medically determined by a physician, the anticipated date of confinement and the approximate date the employee can return to the assigned duties. A doctor's statement must accompany the employee's statement. This is necessary in order to avoid any misunderstandings in the employment of the substitute or the employment of a replacement.

After having exhausted accumulated sick leave, the employee will be docked pay for each day out beyond the sick leave total. Family Medical Leave (if eligible), and all other leave and being off payroll for a period of thirty (30) days, the position shall be declared vacant. Following such a termination and after having received a statement from the doctor indicating physical and mental fitness for re-employment, a written request for re-employment may be submitted to the Executive Director or designee. Consideration will be given over new applicants, as vacancies within areas of preparation occur.

Extended Leave

Extended leave is defined as any qualified sick leave which extends beyond ten (10) working days. A written request for Family and Medical Leave/Extended Leave must be completed and submitted to Administrator(s) or Director of Finance and Human Resources. See the Director of Finance and Human Resources for other leave benefits for which an employee might be eligible. Refer to F46 Family Medical Leave Act (FMLA) for more information about FMLA.

Maternal/Paternal Leave

Benefits eligible employees can receive up to 120 hours of leave in the event of a birth, adoption or fostering a child. This is in addition to eligible maternity leave and FMLA should be activated and run concurrently to access benefits. This can be used in addition to other sick leave accumulated.

Advance Leave

The Brighten Academy Governing Board recognizes that circumstances beyond an employee's control may necessitate an absence from work before sick leave is earned. Advance leave credit may be approved by the Executive Director or designee. In all circumstances, employees will be advanced only what sick leave would be earned in one school year. In the event of separation of services, deductions in an amount sufficient to cover the sick leave not earned by said employee shall be made from the employee's regular salary which may be due. If there are insufficient funds in the employee's summer pay, the employee will be responsible for reimbursing Brighten Academy. Employees may apply for advance leave by submitting a request in writing to the Executive Director or designee. Advance leave may be granted for the reasons listed above. Absences due to personal illness or injury must be accompanied by a doctor's certificate stating that the employee was unable to perform his/her duties. Advance credit for personal leave may be requested and will be approved or denied on a case-by-case basis.

Attendance Incentive

The Brighten Academy Governing Board, in its desire to recognize good attendance by its employees shall authorize the Executive Director to provide an attendance incentive yearly.

Benefits

All personnel benefits will be retained during sick leave. Persons no longer on payroll will be responsible for paying all insurance premiums. Persons will be eligible for continued insurance coverage until The Brighten Academy Governing Board has fulfilled its responsibilities to the employee.

Accumulated State Leave to be transferred to Other Georgia School Systems

According to State Law all professional certificated personnel are permitted to accumulate up to forty-five (45) days of unused sick leave which may be transferred to other Georgia school systems. The effective date for accumulation was July 1, 1979, for classroom teachers and July 1, 1980, for all other professional certificated personnel such as student services personnel, administrative and supervisory personnel.

- Personnel working for 180 days receive credit for nine (9) months according to State allocation or 11 1/4 days per year
- Personnel working for 190 days receive credit for ten (10) months according to State allocation or 12 1/2 days per year
- Personnel working for 210 days receive credit for eleven (11) months or 13 3/4 days per year
- Personnel working for 240 days receive credit for twelve (12) months or 15 days per year

LEGAL LEAVE

Brighten Academy employees are entitled to time off to vote in any municipal, county, state, or federal election or primary without loss of pay or benefits, not to exceed two hours. Employees should follow established procedures to request leave time for voting. Time off must be approved by the immediate supervisor or designee. There shall be no loss of pay or benefits because of jury duty absence nor shall such employee utilizing jury leave be required to pay the cost of employing a substitute. Employees may retain all jury duty pay. Requests for such leave shall be made in writing to the employee's immediate supervisor or designee. A copy of the jury summons should be attached to the request for leave. There shall be no loss of pay or benefits to an employee who is absent from employment for the purpose of attending judicial proceedings in response to a subpoena, or other court order or process which requires the attendance of the employee at the judicial proceedings. Requests for such leave shall be made in writing to the employee's immediate supervisor or designee. A copy of the subpoena or court order should be attached to the request for leave.

PROFESSIONAL LEAVE

Professional leave may be granted during the employee work day. Professional leave may be granted for short term in-service, workshops, or planning meetings dealing with professional learning. Requests for such leave shall follow the established procedures for requesting leave to the employee's immediate supervisor or designee and must be granted in advance. Each request shall be considered on its merit and shall include a plan for carrying out the duties of the employee while on professional leave. Approval/disapproval of professional leave will be made in writing from the immediate supervisor or designee.

MILITARY LEAVE

Eligibility

All persons employed in any capacity at Brighten Academy (other than those employed on a temporary basis) shall be entitled to military leave for ordered military duty with full employment and reinstatement rights as provided by law. An employee shall be allowed a leave of absence from the duties while performing ordered military duty. Requests for such leave shall be made in writing to the employee's immediate supervisor or designee. A copy of the military orders should be attached to the request for leave.

Definition

The term ordered military duty as defined by O.C.G.A. §38-2-279, shall mean the following: Any military duty performed in the service of the State or of the United States, including, but not limited to, attendance at any service school or schools conducted by the armed forces of the United States by an employee as a voluntary member of any force of the organized militia or any reserve force or reserve component of the armed forces of the United States pursuant to orders issued by the component State or Federal authority, without the consent of the employee.

Requirements

1. Reinstatement Right: All employees of The Brighten Academy Governing Board, other than those employed on a temporary basis, shall be entitled to military leave for ordered military duty. At the end of such ordered military duty, such employees shall have the right to reinstatement to the position, or substantially equivalent position held, at the beginning of such ordered military duty.
2. Compensation: An employee shall be paid a salary or other compensation for a period of absence while engaged in the performance of ordered military duty and while going to and returning from such duty, not exceeding a total of eighteen (18) days in one calendar year and not exceeding eighteen (18) days in any one continuous period of such absence.
3. Emergency: In the event the governor declares an emergency and orders an employee to State active duty as a member of the National Guard, such employee shall be paid a salary or other compensation while performing such duty for a period not exceeding thirty (30) days in any one calendar year and not exceeding thirty (30) days in any one continuous period of such State active duty service.
4. National Emergency: In the event the President declares an emergency and orders an employee to active duty as a member of the United States Armed Forces, such employee shall be paid a salary or other compensation while performing such duty for a period not exceeding thirty (30) days in any one calendar year and not exceeding thirty (30) days in any one continuous period of such National active-duty service.

SICK LEAVE PART TIME PERSONNEL

Eligibility

To be benefits-eligible, a certified employee and must work 51% or greater and a classified employee must work 60% or greater. Part-time employees working less than these percentages will not be benefits-eligible and shall therefore, not accumulate sick leave.

PERSONAL LEAVE

Eligibility

- Benefits-eligible staff are eligible to apply for personal leave
- Personal leave will be limited to three (3) days per school year and will be deducted from the employee's accumulated sick leave.
- Request for such leave shall be made to the Executive Director or designee in writing at least 5 business days in advance of the requested day (s) of personal leave, using a Leave Form.
- Personal leave cannot be taken without special approval of the Executive Director or designee.
- Personal leave will be granted depending on assurance to the Executive Director or designee that the employee's responsibilities will be covered.
- No carry-over of personal days will be allowed from one year to the next. Unused personal leave will be carried over as accumulated sick leave.
- Personal leave cannot be taken at the beginning of the school year, on teacher workdays, parent conference days, in-service days, on the day before or after a holiday except in extreme emergencies and with special approval of the Executive Director or designee. Personal leave taken on these days or beyond three days for the school year will be unpaid leave time.

VACATION LEAVE FOR 12 MONTH EMPLOYEES

Annual for 12-Month Employees (Excluding Teachers)

Annual leave is designated for all 12-month employees, excluding teachers, using the following scale and regulations for assignment and use:

- 10 Days' Vacation for 1 - 5 years' service ($\frac{5}{6}$ day per month)
- 15 Days' Vacation for 6 - 10 years' service ($1\frac{1}{4}$ days per month)
- 18 Days' Vacation for 11 - 15 years' service ($1\frac{1}{2}$ days per month)
- 20 Days' Vacation for 16 or more years' service ($1\frac{2}{3}$ days per month)

An employee must earn vacation prior to taking any vacation days and must have pre-approval of the Executive Director or designee. Vacation days are earned at the rate indicated above for each month worked, provided salary is earned for at least half of the workdays in the month.

Vacation days are not earned while the employee is on leave without pay or when an employee is on leave using days awarded by the Sick Leave Bank or while on unpaid Family Medical Leave.

A maximum of 30 days may be carried forward from one fiscal year to the next. Employees may receive compensation for accumulated annual leave up to 30 days upon retirement or resignation. Unless approved otherwise by the Board, service for annual leave is based on years employed at Brighten Academy. Requests for such leave shall be made in writing to the Executive Director or designee.

SICK LEAVE DONATION

See policy F30-R1 for information about Sick Leave Bank application and use. See also policies F30-E1 (Sick Leave Bank—Donation Form), F30-E2 (Sick Leave Bank—Request Form), and F30-E3 (Sick Leave Bank—Physician/Medical Form).

Adopted: 01-23-12
Reviewed: 12-01-14
Revised: 04-13-16
Revised: 04-09-18
Reviewed: 08-13-18
Revised: 12-09-19
Revised: 07-27-20
Revised: 09-14-20
Revised: 09-13-21
Revised: 10-18-21

Reviewed: 12-13-21
Revised: 12-11-23

Code of Ethics for Staff

F40

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

General Statement Regarding Ethical Conduct

Staff members of Brighten Academy are expected to act with integrity and the highest level of ethical conduct. Staff members shall endeavor to fulfill all of the obligations required to effectively serve the school and its students.

Certified Staff

Certified staff shall be subject to the ethical standards published by the Professional Standards Commission.

Classified Staff

In addition to the ethical standards set forth above for all school staff, classified staff shall be subject to the following ethical standards:

1. Perform their assigned duties to the best of their ability and give a full day's work for a full day's pay;
2. Never engage in any conduct involving dishonesty, fraud, deceit or misrepresentation in the performance of their duties or related activities;
3. Seek to find and employ more efficient and economical ways of getting tasks accomplished;
4. Never engage in any conduct which willfully and maliciously violates the constitutional and civil rights of another person;
5. Engage in no acts which constitute a criminal offense of moral turpitude, including felonies or misdemeanors (other than minor traffic offenses);
6. Never willfully refuse to perform their assigned duties without the prior approval of their supervisor, except in case of an emergency beyond the control of the employee;
7. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his/her duties;
8. Each employee shall act in the best interests of the students and ensure good stewardship of public trust;
9. No employee or direct relation to the employee where the employee may have a direct financial benefit shall do business with the school.
10. No employee shall do business indirectly with the school without full disclosure to and approval by the Governing Board;
11. No employee shall use his or her influence or authority to sell or effect a sale, directly or indirectly, for personal gain, to the school or to any school employee.
12. No employee shall disclose confidential information concerning the school's intentions, its investments, its property development, sale, acquisition, its purchasing or contracting activities;
13. Employees shall not accept a gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal from students, parents, or persons who conduct business with the district except those of nominal value (less than \$50.00). Advertising items and instructional products that are widely distributed may be accepted;
14. No employee shall accept outside employment or business activity with obligations which may conflict, or appear to conflict, with the interests of the school, nor shall the employee conduct activities related to outside employment during the school/business day;
15. No employee shall advertise business or professional services or use school resources for a personal or commercial enterprise.
16. No employee shall use his/her influence or authority to affect the employment of an immediate relative, including hourly employees, contractors and vendors. Such influence and/or authority includes participation in decisions regarding hiring, reappointment, placement, evaluation, rate of pay, salary increases, promotion, tenure, monetary awards and/or discipline even when the related employees are not in the same line of supervision or authority;

17. No employee shall use his/her influence or authority to affect the employment of an employee with whom he/she is engaged in a dating, romantic or sexual relationship, including hourly employees, contractors and vendors. Such influence and/or authority includes participations in decisions regarding hiring, reappointment, placement, evaluation, rate of pay, salary increases, promotion, tenure, monetary awards and/or discipline even when the employees are not in the same line of supervision or authority.
18. No employee may occupy a position in the same line of authority as an immediate relative;
19. No employees involved in dating, romantic or sexual relationships may occupy positions in the same line of authority;
20. The school prohibits the employment of relatives of a management employee in any capacity where approvals, authorization, verifications or direct supervision of financial transactions are any part of either position;
21. Employees shall immediately report to the school Executive Director or other appropriate authority any action which actually or potentially could cause harm or negative impact to students or staff, which violates the Code of Ethics for Educators, or compromises the integrity of the organization, such as in the case of malfeasance or mismanagement or violation of the charter contract;
22. Uphold the Constitution, laws and legal regulations of the United States, the State of Georgia and of Brighten Academy and never be a party to their evasion;
23. Never reveal confidential information concerning students, parents or other employees unless requested with proper legal authority;
24. Report to the school's Executive Director, or the head of the Policy and Governance Committee Chair (if transgression involves the school's Executive Director) any charge or arrest for the commission of any criminal act(s) within 24 hours of the charge or arrest or by the next business day;
25. Never commit any act of child abuse, including physical or verbal abuse. Appropriate interaction with students must be followed at all times.

Adopted: 08-18-11
Revised: 02-09-15
Reviewed: 09-12-16
Reviewed: 08-13-18
Reviewed: 08-10-20
Reviewed: 10-2-23

Personnel Evaluations

F41

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

General Statement Regarding the Purpose of Personnel Evaluations

The school is committed to supporting a learning community whereby all members, both certified and classified continually improve. The purpose of personnel evaluations is to assure formal commendations and recommendations for job performance.

Personnel Evaluations

Personnel evaluation is an on-going process and shall include both formative and summative evidence of performance. The Executive Director or other designated evaluator should utilize both informal information such as observations, as well as formal data including, but not limited to, work products, survey results, and achievement results to determine the overall performance of any employee.

Formal, documented evaluations shall be conducted at least once annually and include both formative and summative evidence to substantiate the evaluation rating. Personnel evaluations will be used to determine position placement, renewal of contracts, continuation of employment, and professional development needs.

When an employee's performance has been less than satisfactory, the Brighten Academy Board expects the Executive Director or other designated evaluator to take corrective action, including implementation of a specific, measurable, and time-bound professional development plan, for the employee as appropriate or, if necessary and appropriate, demotion, dismissal, or non-renewal of the employee's contract.

Performance evaluations should be maintained in an employee's file following the state's records retention schedule.

Disputes regarding an employee's evaluation should be provided for in writing by the employee. The Executive Director or other designated evaluator should document a written response related to the dispute, and both documents should be filed with the evaluation in the employee file. The employee reserves the right to refuse signature on an evaluation. Further dispute over personnel evaluations should be handled following the school's adopted grievance policy.

The Executive Director shall ensure that annual teacher evaluations are in accordance with state law and shall at a minimum take into consideration the following:

- for certificated personnel, meeting the school's charter student achievement goals, including the academic gains of students assigned to the teacher
- Communication and interpersonal skills as they relate to interaction with students, parents, other teachers, administrators, and other school personnel
- Fulfillment of assigned responsibilities
- Work habits, timelines and attendance for assigned responsibilities
- Adherence to the school's policies and procedures
- Contributions to the whole school program

Adopted: 9-26-11

Reviewed: 11-13-23

Reviewed: 09-12-16

Reviewed: 08-13-18

Reviewed: 08-10-20

Updated Jan. 8, 2024

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Professional Development Plan F41-E1



Professional Development Plan / Goal-Planning Template

| | |
|---|--|
| Employee Information | |
| Employee Name: | |
| Job Title and Grade level(s): | |
| Administrator: | |
| Review Period: | |
| Instructions | |
| Goals should always be S – Specific M – Measurable A – Achievable R – Realistic I – Time Bound | |
| <ol style="list-style-type: none"> Goal/Objective. Briefly describe each goal/objective and when the goal/objective should be met or accomplished. Measurement. How will the goal/objective be evaluated? (Use quantitative measures such as % or dollar increase in revenue or market share and/or use qualitative measures which are descriptive of criteria.) Importance. Rank the goal as Essential, Important, or Desirable as follows: <i>Essential</i> – required for job performance <i>Important</i> – helpful for job performance <i>Desirable</i> – asset for job performance | |
| 1st Goal/Objective | |
| Description: | |
| Measurement: | |
| Importance: Essential Important Desirable | |

Other goals may be added based on the needs of each employee

Employee Signature

Date

Administrator Signature

Date

Reviewed: 09-12-16
 Reviewed: 08-13-18
 Reviewed: 09-10-18
 Reviewed: 11-13-23

Upgrades in Certification and Pay F42

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

Educators procuring a higher level of certification shall be eligible for pay increases according to the salary schedule adopted by the Governing Board. By no later than the date of contract execution, the educator will provide to Brighten Academy documentation from the Professional Standards Commission that a higher certification level has been attained. The pay increase shall be effective if the budget allows in the same school year, and if the budget does not allow, it will become effective the subsequent contract year.

Leadership certification pay increases shall only apply if the educator is serving in a leadership capacity, and if so, shall apply on a prorated basis according to the percentage of time filling the leadership capacity.

Adopted: 08-18-11
Revised: 04-11-16
Revised: 04-09-18
Reviewed: 09-10-18
Reviewed: 09-14-20
Revised: 11-13-23

Overtime for Non-Exempt Employees

F43

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

This policy shall apply to all employees defined as non-exempt under the Fair Labor Standards Act. Employees defined as exempt under the Fair Labor Standards Act are compensated at a professional/supervisory level and are not eligible for additional compensation since it is anticipated that their positions may require overtime. Brighten Academy Charter School has approved the use of overtime provided the following conditions are met:

1. Overtime for non-exempt employees shall be defined as those hours or major fraction of hours beyond 40 worked in a seven-day workweek beginning at 12:01am on Monday and ending at 12:00 midnight on Sunday. Employees in leave without pay status are not eligible to be paid overtime.
2. All overtime hours worked will be compensated at the rate of one and one-half times the employee's regular rate of pay.
3. The appropriate administrator must approve overtime in advance.
4. Commensurate with records required by the Fair Labor Standards Act, a daily time record for non-exempt employees must be maintained by the administrator as an audit record for all regular and overtime hours worked.
5. Employees in leave without pay status are not eligible to be paid overtime for a scheduled holiday.
6. Employees required to work additional hours in emergency situations or call outs that have been approved by the appropriate supervisor will be paid one and one-half times the employee's regular rate of pay for the additional hours worked regardless of the number of hours worked in that week. Emergency situations include any sudden or unforeseen situation that could cause serious harm or damage to individuals or school property, situation that would prevent the normal operation of the school (power outages, flooding, etc.), or any other situation deemed an emergency by the Executive Director. Emergency hours must be approved by the Executive Director or designee.

Adopted: 12-17-12
Reviewed: 09-10-18
Reviewed: 09-14-20
Reviewed: 01-09-23
Revised: 11-13-23

Travel Reimbursement

F44

Expenses incurred by Brighten Academy personnel associated with Brighten Academy Charter School-approved travel will be reimbursed. Mileage will be reimbursed at the prevailing mileage reimbursement rate utilized by the Internal Revenue Service. Legible receipts of expenses must accompany reimbursement requests.

A Brighten Academy Charter School employee is eligible for reimbursement when the employee performs official school business, including pre-approved training and continuing education courses, away from the campus of Brighten Academy Charter School, and the employee incurs per diem and travel expenses. All travel requests must be approved **in advance** by the Executive Director. Brighten Academy will not reimburse travel expenses associated with unauthorized travel, and in no event shall the school reimburse for unreasonable travel time, leisure time, or vacation activities related to, or scheduled adjacent to, a school related trip.

Unless otherwise noted, exceptions to the written travel policy may only be made under special or extraordinary circumstances and **must be approved in writing by the Executive Director**. Any request for an exception must be submitted to the Executive Director in writing, along with justification by the employee, in advance of any travel related purchase or incurrence or expense and must be signed by both the employee and the Executive Director.

Travel and associated expenses should be by the least expensive method available taking into consideration such factors as loss of instructional time, total travel time, salary of traveler, and costs of various modes of transportation. When air transportation is required or is the most economical option, reservations should be made as far in advance as possible, no less than seven calendar days prior to the travel. All employees are required to take the lowest airline fare to their destination that allows for a reasonable travel and departure schedule. Air travel reimbursement will be granted for Coach/Economy seating only.

In the event a rental vehicle is necessary, price comparisons must be made between various vendors prior to booking. The lowest offered rate shall be required. Employees may only rent economy class vehicles, such as economy, compact or intermediate. When three or more travelers share a vehicle, rental of a full-size sedan is authorized. Only employees are allowed to drive rental vehicles expensed to Brighten Academy. Rental vehicles shall only be used to transport employees. Should the employee be involved in a motor vehicle accident while on official school business, whether in a rental or personal vehicle, the employee must, after filing a police report and seeking any necessary medical attention, immediately report the accident to the Executive Director.

Brighten Academy employees are eligible for lodging reimbursement only if they are 50 miles or more from the school campus. Double occupancy is preferred when more than one employee of the same gender travel together for official school business; more than double occupancy is neither requested nor required. Double occupancy is specifically prohibited for employees of differing genders unless related.

Employees will be reimbursed for other expenses incurred for parking, tolls, and commercial transportation costs, such as taxi, shuttle or bus. Other miscellaneous expenses that will be reimbursed include use of internet or Wi-Fi services (maximum of \$15 per day), equipment rental, and business-related telephone calls, facsimiles or photocopying. All taxes and fees associated with any business-related expense are eligible for reimbursement.

Any additional costs associated with an employee's traveling companion shall not be charged to Brighten Academy and are the responsibility of the employee, i.e. spouses/guests traveling with Brighten Academy employees are responsible for paying their own individual expenses.

Reimbursement requests will not be considered unless the request is submitted within 30 days of the expense being incurred.

No amount will be reimbursed for fees or interest incurred for the use of a credit card used to pay expenses.

Adopted: 01-12-15

Reviewed: 09-10-18

Reviewed: 09-14-20

Reviewed: 12-11-23

School Safety – Security Officer

F45

The Brighten Academy Board adopts the following policy effective on the date of adoption by the Board.

Safety is a top priority of Brighten Academy, and a school safety plan shall be developed, implemented, and annually updated working closely with the county, state, and federal emergency management agencies according to county and state procedures.

Part of the safety plan at Brighten Academy is the addition of an armed security officer. This officer shall hold Peace Officer Standards and Training (POST) certification and adhere to any and all additional guidance associated with POST training. All such security personnel must meet all of the educational and training requirements including all continuing education and continuing required training that would permit them to serve as police officers in the state of Georgia.

Schools must prepare to meet any and all threats both internal and external to students and employees within the school. School entities should respond with a balanced and reasoned “all hazards” approach to any potential threat. Even though the odds of a school attack are relatively low, school entities must employ protective measures permanently into their emergency response processes. Brighten Academy acknowledges that recent school incidents involving violence require that it take a proactive approach. Investing security officers with the lawful authority to use force to protect the public welfare requires a careful balancing of all human interests. Therefore, it is the policy of the Brighten Academy that school security officers shall use only that force that is reasonably necessary to effectively bring an incident under control, while protecting the lives of the officers and others.

Authority

Parameters for Use of Deadly Force

1. Security officers are authorized to use deadly force including the discharge of their firearms in order to:
 - a. protect the security officer or others from what is reasonably believed to be a threat of death or serious bodily harm.
 - b. prevent the escape of a fleeing felon whom the officer has probable cause to believe will pose a significant threat to human life should escape occur.
2. Before discharging a firearm, security officers shall, where safely possible, identify themselves and state their intent to shoot.
3. Security officers shall adhere to the following restrictions when their weapon is exhibited:
 - a. Except for maintenance or during training, security officers shall not draw or exhibit their firearms unless circumstances create reasonable cause to believe that it may be necessary to use the weapon in conformance with this policy.
 - b. Officers are prohibited from firing warning shots under any circumstances.
 - c. Officers are prohibited from firing into crowds.
 - d. Security officers should refrain from firing into buildings, through doors, windows or other openings.

Parameters for the Use of Non-Deadly Force

1. Where deadly force is not authorized, officers shall use only that level of force on the force continuum that is reasonably necessary to de-escalate the incident and bring it under control.
2. Officers are authorized to use the police department approved non-deadly force techniques and issued equipment for resolution of incidents as follows:

- a. to protect himself/herself or another from physical harm.
- b. to restrain or subdue a resistant individual.
- c. to bring an unlawful situation safely and effectively under control.

Use of Force Continuum

The following is a use of force continuum that will serve as a guideline for officers when deciding the appropriate level of force to be used. Nothing in this continuum will require that officers use all lower levels of force before using the appropriate level. Circumstances and reasonableness will determine what level of force on the continuum that an officer will employ.

1. Social control: Presence of law enforcement representative.
2. Verbal control: Persuasion/advice/warning.
3. Control modes without weapons: Holding/stunning/direct mechanical.
4. Control modes with weapons: Control instruments/impact weapons/chemical agents/K-9.
5. Firearms and other lethal force.

Definitions

Deadly force - any use of force that is likely to cause death or serious bodily harm.

Non-deadly force – any use of force other than that which is considered deadly force.

Security/police officer – any person who by virtue of his office or public employment is vested by law with a duty to maintain public order or to make arrests for offenses, whether a duty extends to all offenses or is limited to specific offenses.

Guidelines

All armed security officers contracted by Brighten Academy who are also currently POST certified by the state of Georgia shall act according to the law when observing actions constituting a felony offense. Any and all school district regulations pertaining to the use of force as a school employee shall be superseded by the law enforcement officer's legally authorized actions with respect to Georgia law.

Adopted: 06-11-18

Reviewed: 09-10-18

Reviewed: 09-14-20

Reviewed: 12-11-23

Family Medical Leave Act (FMLA)

F46

The Governing Board of Brighten Academy adopts the following policy which shall be effective on the date adopted by the Board.

It is the purpose of this policy to set out in summary form the provisions of the Family and Medical Leave Act (FMLA) and its implementing regulation. The Governing Board does not intend by this policy to create any additional rights to leave not provided by the Act; provided, however, the Board does wish to extend the rights of the Act to certain employees who have worked at least 12 months for Brighten Academy Charter School. The Board does intend to elect certain options as the Act authorizes. Any portion of this policy inconsistent or contrary to the Act is unintentional and shall not be given effect. As to the interpretation of this policy, the Board's employees should look to the Act itself and its regulations.

A. ELIGIBLE EMPLOYEES

Employees who have been employed by Brighten Academy for at least 12 months and who have worked at least 1250 hours during the 12-month period immediately preceding the commencement of the leave are eligible to take unpaid leave under the FMLA.

B. DEFINITIONS

"Covered Servicemember" (for qualifying exigency leave) means the employee's spouse, child or parent under a federal call or order to covered active duty.

"Covered Servicemember" (for military caregiver leave) means the employee's spouse, child, parent or next of kin who is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who was a member of the Armed Forces at any time during the five years preceding the date on which the veteran undergoes such medical treatment, recuperation, or therapy.

"Instructional employee" means an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting.

"Next of Kin" of a covered servicemember means the nearest blood relative other than the covered servicemember's spouse, parent, son or daughter, in the following order of priority: blood relatives granted legal custody, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative for purposes of FMLA caregiver leave.

"Outpatient Status" with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

"Parent" means a biological, adoptive, step or foster mother or father or one who acted in place of a parent when the employee was a child. The term "parent" does not include parent "in law".

"Parent of covered servicemember" means a biological, adoptive, step or foster parent or any other individual who acted in place a parent of the covered servicemember. The term does not include parents "in law".

“Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care requiring an overnight stay in a hospital, hospice or residential medical care facility or continuing treatment by a healthcare provider, all as further defined in the FMLA regulations.

“Serious Injury or Illness” means an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that existed before active duty and was aggravated by line of duty active service) that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating. In the case of a veteran, “serious injury or illness” means a qualifying injury or illness, as defined by the Secretary of Labor, incurred during or aggravated by active duty during the five years before undergoing treatment, recuperation, or therapy, and that manifested itself before or after the member became a veteran.

“Son or daughter” means a biological, adopted or foster child, a stepchild, a legal ward, or a child for whom the employee acts as a parent. The son or daughter must be under age 18 or, if the son or daughter is age 18 or older, he/she must be incapable of self-care due to a mental or physical disability at the time FMLA leave is to begin.

“Son or daughter of a covered servicemember” means a covered servicemember’s biological, adopted, or foster child, stepchild, legal word, or a child for whom the covered servicemember acted in the place of a parent, and who is of any age.

“Spouse” means a husband or wife as defined or recognized under the FMLA regulations.

C. AMOUNT AND TYPE OF LEAVE TAKEN

An eligible employee may request leave for one or more of the following reasons:

1. Birth of a son or daughter and to care for the newborn child;
2. Adoption or foster placement with the employee of a son or daughter and to care for the newly placed child;
3. To care for the employee’s spouse, son, daughter or parent, if that person has a serious health condition;
4. Serious health condition of the employee that prevents the employee from performing his/her job functions;
5. Any qualifying exigency arising from the fact that the employee’s family member (the covered servicemember) is on covered active duty. Qualifying exigencies are defined as short-notice deployment (seven or less calendar days); military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation (up to fifteen calendar days per instance); parental care; post-deployment activities, additional activities where the employer and employee agree that the leave is an exigency and agree to both timing and duration of the leave; and
6. Military caregiver leave to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the servicemember.
- 7.

In the event of the birth, adoption or foster placement of a son or daughter, all leave must be completed within twelve months after the birth, adoption or foster placement.

Except as provided below, an employee may take up to a total of 12 weeks leave during any twelve-month period. A “rolling year” shall be used to determine the twelve-month period during which the leave entitlement may occur. That is, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the number of weeks that has not been used during the immediately preceding 12 months. See 29 C.F.R. § 825.200(b)(4).

If both spouses work for the school and both are eligible for FMLA leave, they are authorized to take only a combined total of 12 weeks leave during any one 12-month period to care for a newborn or adopted child, a child placed with the employee for foster care, or a parent with a serious health condition. Both spouses are authorized to take leave for twelve (12) weeks to care for a spouse or child with a serious health condition.

An eligible employee is eligible to take up to 26 weeks of military caregiver leave during a “single 12-month period”. The “single 12-month period” begins on the date the employee first takes military caregiver leave and ends 12 months after that date, regardless of the method used to determine the leave entitlement period for other FMLA reasons.

If both spouses work for the school and both are eligible for FMLA leave, they are authorized to take only a combined total of 26 weeks during the “single 24-month period” described above for military caregiver leave or a combination of military caregiver leave and leave taken for other FMLA reasons.

The school will require that any accrued paid leave (sick, personal, vacation, or any other paid leave) be substituted for all or a part of the otherwise unpaid FMLA leave under the terms and conditions of the school’s normal leave policies.

D. INTERMITTENT OR REDUCED LEAVE

An employee may take leave on an intermittent or reduced leave schedule where it is medically necessary due to the serious health condition of a covered family member, the employee, or the serious injury or illness of a covered servicemember, or when necessary, because of a qualifying exigency. The school will require a certification, in the form designated by the school, to document the necessity of such intermittent leave or reduced scheduled leave.

E. NOTIFICATION OF LEAVE

If the need for FMLA leave is foreseeable, an employee requesting leave must provide at least 30 days advance notice to their immediate supervisor and Human Resources. If such advance notice is not possible, the employee must give notice as soon as practicable, which means as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. If an employee does not provide at least 30 days notice of foreseeable leave, he or she must explain why such notice was not practicable if so requested by the school. When the need for leave is not foreseeable, an employee must provide notice as soon as practicable, which generally should be according to the school’s usual and customary leave requirements. When planning medical treatment, subject to the approval of the healthcare provider, so that any corresponding leave will not disrupt unduly the operations of the school.

Employees must provide sufficient information for the school to reasonably determine whether the FMLA may apply to the leave request. When an employee seeks leave due to an FMLA-qualifying reason for which the school has provided FMLA leave, the employee must specifically reference either the previous qualifying reason for leave or the need for FMLA leave.

F. BENEFITS AND RETURN TO WORK

Employees will be eligible to maintain health care benefits provided by the school district while on FMLA leave. The school will pay the employer's portion, if any, of such benefits. The employee will pay the same portion, if any, of such benefits as the employee paid before beginning the leave.

The school may recover any health care benefit premiums paid on behalf of an employee if the employee does not return to work after the leave period has expired, unless the employee did not return due to a serious health condition of the employee or the employees' spouse, parent, or child, or a serious injury or illness of a covered servicemember or other circumstances beyond the employees' control. The school may require certification from the healthcare provider that a serious health condition of the employee or family member, or the covered servicemember's serious injury or illness, prevented the employee from returning to work.

With the exception of paid vacation, personal, sick, or any other paid leave required to be substituted for unpaid leave under Section C above, the employee's absence during leave will not alter benefits which the employee accrued before taking leave. Any accrued benefits will not be lost during the leave.

Upon return from leave, the employee is entitled to be reinstated to a position equivalent to the one the employee held when he/she left on FMLA leave, with equivalent pay, benefits and other terms and conditions of employment. Upon proper notice, however, the school may deny reinstatement under this policy to an employee whose salary is in the highest 10% of the employees employed by the school district if such denial is necessary to prevent substantial and grievous economic injury to the school's operation, as determined by the school.

G. REQUIRED CERTIFICATION AND REPORTING

The school requires that a request for leave due to a serious health condition of an employee or an employee's family member or a serious injury or illness of a covered servicemember be supported by certification by the appropriate healthcare provider of the eligible employee or family member on a form to be provided by the school. This certification for a serious health condition must include (1) the name, address, telephone and fax numbers of the healthcare provider and type of practice/specialization; (2) the approximate date on which the serious health condition commenced, and its probable duration; (3) a statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested; (4) if the purpose of the leave is to care for a family member, a statement that the employee is needed to care for the family member and an estimate of the frequency and duration of the leave required for such care; (5) if the leave is due to the employee's own serious health condition, a statement that the employee is unable to perform his/her essential job functions, the nature of other work restrictions, and the likely duration of such inability; and (6) if intermittent or reduced schedule leave is requested, information sufficient to establish the medical necessity for the same and an estimate of the dates and duration of treatments and any periods of recovery. The employer may require that the eligible employee obtain subsequent recertification on a reasonable basis as requested by the school in accordance with the FMLA regulations.

The school, at its own expense, may obtain the opinion of a second healthcare provider of the school's choice if the school should choose to do so. If a conflict exists between the opinion in the certification and the second opinion, the school may, at its own expense, obtain a third opinion from a healthcare provider upon which the school and the employee jointly agree. A third opinion as to the necessity for the leave is binding on both the school, and the employee.

Upon an employee's return to work after leave for the employee's own serious health condition, the school may require the employee to obtain certification from his/her healthcare provider that the employee is able to resume work.

The school may require that a first request for leave because of qualifying exigency arising from active duty or a call to active duty be supported by a copy of the covered servicemember's active-duty orders or other documentation issued by the military. A certification form requesting the required information to support a request for exigency leave will be provided by the school, upon request.

The school may require an employee on FMLA leave to report periodically to his/her principal or supervisor on the employee's status and intent to return to work.

H. SPECIAL PROVISIONS

When an instructional employee seeks intermittent leave or leave on a reduced schedule in connection with a family or personal serious health condition or to care for a covered servicemember that would constitute at least 20% of the total number of working days during which the leave would extend, the school may require the employee to elect to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent situation.

If an instructional employee begins leave more than five weeks before the end of a semester, the school, may require the employee to continue taking leave until the end of the semester if

- a. the leave will last at least three weeks and;
- b. the employee would return to work during the three-week period before the end of the term.

If an instructional employee begins leave for a purpose other than the employee's own serious health condition during the five-week period before the end of the semester, the school may require the employee to continue taking leave until the end of the semester if:

- a. the leave will last more than two weeks; and
- b. the employee would return to work during the two-week period before the end of the term.

If an instructional employee begins leave for a purpose other than the employee's own serious health condition during the three-week period before the end of a semester, and the leave will last more than five working days, the school may require the employee to continue taking leave until the end of the semester.

Adopted: 09-13-21

Reviewed: 12-11-23

After School Program (ASP)

G1

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Mission

The mission of the Brighten Academy After School Program (ASP) is to provide a safe, nurturing, and engaging environment for its elementary and middle school students. We desire to engage with the whole child – physically, socially, emotionally, socially, and intellectually – through developmentally appropriate activities.

Program Description

The ASP provides enrichment activities, social interaction with peers, and homework help in a well supervised, structured setting for its students. ASP serves students who are enrolled in any grade at Brighten Academy Charter School. Students take part in experiences that encourage creativity, social relationships, appropriate behavior, and a positive self-image.

Registration

Students participating in the After School Program (ASP) are required to register.

Parents are required to complete a registration form on each child in their household. All school registration forms for the ASP will include:

- Student name
- Additional student names in the same family
- Grade and Teacher
- Name of parent or guardian(s)
- Home address
- Home phone number
- Parent's work phone number(s)/cell phone numbers
- Emergency contacts
- Authorized pick-up individuals with phone numbers
- Medical information/allergies
- How often student will attend
- Behavior Code acknowledgement
- Parent acknowledgement regarding timely payment and pick-up

Daily Operation

The ASP program will be open daily from the end of the school day to 6:00 p.m. (minimum hours of operation). Extended hours may be provided for special events or if the community needs deem extended hours of operation appropriate. Decisions related to extended ASP hours shall be made by the School Administration based on a recommendation by the ASP Coordinator.

The program will be open on full days of school. The School Administration or ASP Coordinator may choose to open the program on work days and conference days. The Brighten ASP program will provide:

- A daily nutritious snack
- Homework / enrichment time (no less than 45 minutes a day)
- Recreational activities

Discipline

The ASP Coordinator will develop discipline procedures consistent with the charter that addresses discipline in the After School Program. The Discipline plan must be presented and approved by the School Administration prior to the first day of school each year. The plan must include:

- Positive reinforcement and student recognition
- Tiered intervention plan (warning, time-out, office)
- Appropriate forms
- Method of communicating offenses
- Guidelines for suspension/expulsion from program
- Appeal process

Class Ratios

In order to utilize homework time effectively and provide an optimum learning environment, the ASP Coordinator will follow the maximum class size for grade levels ratios throughout the day. Periodically classes may be combined in the case of special activities, events, speakers, or emergency staffing situations.

The Executive Director is responsible for checking student teacher ratios at all times and is required to change staff schedules accordingly.

Financial

Tuition for ASP is to be prepaid weekly, biweekly, or monthly. A yearly registration fee is required prior to enrollment in the After School Program. The ASP program is a business and is expected to maintain fiscal responsibility at all times.

The following procedures shall take place to ensure program costs are covered:

- Payments must be received by Friday for the following week.
- Students may not participate in ASP until the balance owed is \$0 and prepayment for the upcoming week has been recorded.
- Provisions may be made in the case of financial hardship and should be requested in writing to the ASP Coordinator. Decisions related to financial hardship will be made by the ASP Coordinator and School Administration in the best interests of the student and the program.
- Student will be suspended from ASP if a balance is owed.
- Suspensions from the program shall be lifted once account is paid in full. Suspension decisions will be made by the ASP Coordinator and will be commensurate with the nature of the suspension.
- Students will be removed from the program after two weeks if a balance is owed without prior arrangements made with the Executive Director.
- Late-pick up fees will apply. A grace period of one time per year will be provided at no charge. Thereafter, a charge of \$1.00 per minute will apply for students picked up late. Time will be determined based on the atomic school clock and not based on parent timepieces. Excessive late pick-ups (more than 5) could result in suspension from ASP according to suspension policies. Pick up times will be documented by ASP staff and shall remain in the student's ASP file.

A daily record of attendance shall be maintained. Attendance will be recorded based on teacher sign in and sign out sheets.

All written notices to parents shall be copied and maintained in the student's ASP file. ASP files shall be maintained according to the school's records retention plan.

The ASP Coordinator is required to report the information below to the school Administration prior to the first day of school and within the time frames set forth below:

Annual Budget Projection

- Projected Enrollment
- Projected Personnel
- Projected Supply Expense (not to exceed 2/10 of daily fees on average)
- Projected Snack Expense (not to exceed 1.5/10 of daily fees on average)
- Projected Tuition Revenue
- Projected Enrollment Revenue

Financial Reports (Due 1 week prior to Board Meetings)

- Monthly Revenue Report (showing tuition, various fees)
- Monthly Expense Report (showing snack and supply expenses)
- Compare Revenue and Expenses Against the Budget

Personnel Required for Hire (due 3 weeks prior to school starting and immediately throughout the school year when employment openings occur or enrollment changes)

The ASP Coordinator shall follow all school policies and procedures pertaining to purchases, check requisitions, receipting for funds collected, and tallying funds collected. The ASP Coordinator shall work in accord with the Director of Finance and Human Resources and Administrator(s) related to purchases, accounts receivable and reconciliation.

ASP shall be a part of the school's annual audit. All financial records maintained by the ASP Coordinator shall remain at the school at all times and shall be available for review by the Administrator(s) or the Governing Board.

Personnel

After School Program staff are Brighten Academy employees. The following program requirements related to ASP personnel shall apply:

- **Program Coordinator**
 - 1 Director (or equivalent of 1)
 - Minimum high school diploma (college graduate preferred).
 - Maximum hours allowed: 25 per week (unless pre-approved by School Administration).

- **ASP Teachers**
 - Number required based on supervisory need in accordance with the student ratio requirements.
 - Substitute teachers may be kept on payroll and paid in lieu of a regularly scheduled ASP teacher during scheduled or unscheduled absences.
 - Minimum high school graduate 18 years or older (college graduate or some college experience preferred).

Revised: 05-20-13

Revised: 07-28-14

Reviewed: 05-11-15

Revised: 09-12-16

Revised: 08-14-17

Revised: 09-14-20

Revised: 08-09-21

Revised: 07-18-22

Revised: 07-24-23

Club and Extracurricular Program

G2

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Mission

The mission of the Brighten Academy Club and Extracurricular Program is to provide enriching opportunities for students to explore a variety of disciplines.

Program Description

The Brighten Academy Club and Extracurricular Program provides enrichment activities and social interaction with peers in a well supervised, structured setting. BACE serves students who are enrolled in the school. Students take part in experiences that encourage creativity, self- discipline, and curiosity.

Registration

Parents are required to complete a registration form on each child. Students wishing to participate in BACE must be a registered student at Brighten Academy. All registration forms for the BACE will include:

| | |
|---|---|
| • Student name | • Grade and Teacher |
| • Name of parent or guardian(s) | • Home address |
| • Home phone number | • Parent's work phone number(s)/cell phone numbers |
| • Emergency contacts | • Authorized pick-up individuals with phone numbers |
| • Medical information/allergies | • Inclement and severe weather contacts |
| • Clubs or activities selected | • Behavior Code and Academic Code acknowledgement |
| • Parent acknowledgement regarding timely pick-up | • Release forms required for programs warranting such |

Registration Fee

A maximum of \$20.00 for materials and supplies may be charged for school sponsored clubs or programs. The only exception to this rule is in the event of registration fees required to participate in state or national organizations or to cover the costs of specific items necessary for the program (e.g., uniform, equipment, fieldtrips, and/or dues). Classes, workshops, and lessons sponsored by non-Brighten staff may be charged on a per diem basis that shall not exceed \$20.00 per student. Fees charged by non-Brighten staff are non-refundable. Non-Brighten Personnel may establish fees for programs on a per diem basis, not to exceed \$20.00 per student. The Facility Use Policy is in effect for all non-Brighten personnel. The drama and all athletic programs are exempt from the maximum registration fee.

Upon registration, each BACE sponsor is to provide the parents with the following information:

| | |
|--------------------------------------|--|
| • Confirmation of club participation | • Club calendar for the year or period |
| • Fees due | • Pick-up procedures |
| • Late pick-up procedures and fees | • Name of the Club/Program Sponsor |
| • Severe weather procedure | • Contact information |

Operations

The BACE program will operate according to a schedule established by the Administrator or designee each year and is subject to change throughout the year. BACE program activities will be scheduled before or after regular school hours; however, nothing shall prevent a club sponsor from planning presentations during the school day with prior Administrator(s) approval. BACE activities may extend to weekends or holidays for special events (e.g., road races, art shows, presentations, etc.) so long as such events are approved by the Administrator(s) in advance and an administrator or designee is present for events taking place on school property.

The school shall not be responsible for providing a snack or drink to students. BACE sponsors shall be responsible for guidelines regarding snacks and ensuring all snack areas are left clean and orderly.

Class Ratios

Class sizes shall be determined by the club sponsor based on the program requirements and feasibility for supervision and execution of the program activities. However, the maximum student/teacher ratio for safety purposes is 18:1. Volunteers who have been fingerprinted and have completed a background check may assist to maintain class ratios.

Financial

The club sponsor, if not a Brighten employee, is responsible for collecting fees. Receipts shall be recorded and provided for all payments. The school is not responsible for collecting or storage of club fees. Students must be in good standing (see handbook) to participate in clubs and extracurriculars.

Personnel

BACE sponsors may be either school staff or non-Brighten personnel. All after school BACE sponsors and volunteers must follow all personnel policies that pertain to teachers and staff of Brighten, specifically regarding obtaining a background check and fingerprinting. Non-Brighten personnel will also be required to submit to a fingerprint and background check, as well as a certificate of insurance.

Adopted: 07-18-07

Revised: 09-14-20

Revised: 07-28-08

Reviewed: 09-13-21

Revised: 10-12-09

Reviewed: 07-18-22

Revised: 05-20-13

Revised: 07-24-23

Revised: 07-28-14

Reviewed: 05-11-15

Revised: 09-12-16

Revised: 04-09-18

Club and Extracurricular Program Procedures

G2-R1

Procedures outlined below are subject to change by the Administrator(s) to best meet the needs of the school or the students.

- Changes or cancellations shall be the responsibility of each BACE sponsor, via email or notification in writing to club participants. Every effort will be made to make such notifications at least 24 hours in advance.
- Each BACE sponsor is responsible for maintaining an up to date list of registered students.
- Students shall remain with the general student body during regular dismissal procedures. The office shall dismiss BACE participants via the intercom system. Students shall walk to a designated location to be supervised by the designated sponsor.
- Students will use the “buddy” system for going to the restroom, getting water, or going elsewhere in the building with permission.
- The club sponsors will be responsible for managing any emergencies or transportation issues.
- At the end of the program time, sponsors will bring students to a designated location for dismissal and shall be responsible for ensuring students are transported by authorized individuals.
- Each club will present dismissal plan to parents prior to the program starting.
- Parents may authorize other individuals to pick up their child via the following methods:
 - Provide the authorized individual with a car rider card with the child’s name.
 - Fax to (770) 575-3614 a written authorization with a copy of the parent’s driver’s license. Office staff will provide transportation changes to the club sponsor.
 - Email BACStransportation@brightenacademy.com with transportation changes.
- All accident forms, behavior forms, or other data collected during the BACE program on any child will be retained in a file by the club sponsor for a period of one year.

Adopted: 07-18-07
Revised: 07-28-08
Revised: 10-12-09
Revised: 05-20-13
Revised: 07-28-14
Reviewed: 05-11-15
Revised: 09-12-16
Revised: 04-09-18
Reviewed: 09-10-18
Reviewed: 09-14-20
Reviewed: 09-13-21
Reviewed: 07-18-22
Revised: 07-24-23

Field Experiences and Enrichment Activities

G3

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Focus of Field Experiences and Enrichment Activities

The Governing Board of Brighten Academy believes that well planned field experiences and enrichment activities are important parts of the educational process. Instructional field experiences occurring during the school day must be related to the written curriculum. The Administrator(s) should make every effort to protect classroom instructional time.

All field experiences and enrichment activities should be a cooperative effort involving teachers, pupils, administrators and parents. Field experiences/activities should be carefully planned for timely implementation as part of the instructional, co-curricular, or extracurricular programs of the school.

Field Experiences/Enrichment Plans

The Administrator(s) and Finance Director have the responsibility of developing procedures for field experiences. Procedures are to be revised and presented to the Administrator(s) for review and approval annually.

Annual field experience plans for school day instructional trips should be developed by each teacher early in the school year and submitted to the Administrator(s). Experiences must be reviewed and approved by the Administrator(s).

After-school and extracurricular trips require only the Administrator's approval and should not be included in the annual field experience plan.

Board Notification

Throughout the school year, the Board shall be informed of approaching field experiences that are overnight or out-of-state. Appropriate parental permission forms must be received and kept on file for students to participate in any field experience. Parents or other volunteers who wish to accompany any group on a field experience will be required to have a clear background/fingerprint check. See G4 Substitute, Volunteer, and Chaperone Records Check policy for more information.

Unauthorized Field Experiences

Unless approved by the Administrator(s), trips organized by teachers in conjunction with parents or other non-school organizations to any destinations during holiday periods (for example, Summer, Thanksgiving, Winter Break, Spring Break) will not be recognized by the Governing Board as approved field experiences. The Governing Board assumes no liability for such trips. The use of school staff during the regular workday, school facilities, and school supplies for planning such trips is prohibited. The recruitment of students for such trips, or communicating information related to such trips should not occur on school property.

Transportation

The Douglas County School System may allow use of county buses for approved field experiences to destinations within reasonable driving distance from Douglas County. Charter buses will be allowed for longer trips required by athletic, literary, or club activities required by region/state rules or contracts, and for other trips considered to be essential to the success of the total school program. Out-of-state field experiences must use charter vehicles from the approved charter bus vendors (see Finance Director for a list). On any field experience, priority of transportation to be used should be in the following order:

1. System owned buses
2. Alternate transportation
3. School employee's private vehicles
4. Private vehicles

Adopted: 04-13-06

Revised: 07-12-07

Revised: 10-12-09

Revised: 11-14-16

Reviewed: 10-01-18

Reviewed: 10-05-20

Revised: 10-2-23

Substitute, Volunteer, and Chaperone Records Check G4

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Fingerprinting/Criminal Records Check

All individuals acting in the role of substitute or supply teacher or volunteer who may be working with, chaperoning on an overnight trip/field experience, or in the presence of students without direct supervision by Brighten staff shall be fingerprinted or have a criminal background check. Chaperones for overnight field experiences must be fingerprinted within 30 days of the trip/experience for each trip/experience. Each year, a local check is conducted.

Substitute and supply teachers or volunteers are responsible for reporting any criminal history to administration each year or immediately prior to serving in a substitute, volunteer, or overnight chaperone capacity if convicted or plead nolo contendere. Failure to disclose information in a timely and accurate manner will result in removal from substitute capacity and reduced or removed privileges to volunteer and chaperone for a designated period of time that is at the discretion of the school leader.

The cost of fingerprinting and criminal record checks, and if applicable, local yearly checks for all substitute teachers, volunteers, and chaperones shall be borne by the individual and not the school.

Adopted: 10-12-09

Reviewed: 11-14-16

Reviewed: 10-01-18

Revised: 10-07-19

Revised: 10-05-20

Revised: 10-2-23

Chaperone Duties and Responsibilities

G4-R1

The Governing Board of Brighten Academy adopts the following regulations which shall be effective on that date that the policy is adopted by the Board.

To maximize safety for all students, staff, and parents attending school sponsored field experiences, the following duties and responsibilities are required of all parent chaperones or those who attend field experiences as part of the Brighten Group.

- All chaperones for overnight field experiences are required to complete an initial background check (GBI and FBI) no more than 30 days prior to going on the field experiences. Background checks must be completed through the county office of the Douglas County School System. The cost for the background check is established by the Douglas County School System and will be the responsibility of the individual, not the school. Each year, a local screening will be conducted. The cost for obtaining background checks shall be borne by the chaperone.
- Chaperones are required to disclose information pertaining to prior arrests or convictions, regardless of the amount of time that has passed, determination of guilt or innocence, or significance of the incident. Failure to disclose may result in restriction from attending the field experience and possible restriction from attending future school sponsored field experiences.
- Chaperones for day field experiences are required to undergo a local screening/background check.
- All adults are to refrain from being in potentially compromising situations with students or other adults.
- All students must ride in school provided transportation both to and from the field experience and during transport during a field experience to multiple locations. At no time will students ride in cars unless prior approval by administration is granted in writing.
- Brighten staff shall maintain a list of all chaperones and the students to which they are assigned. Chaperones are responsible specifically to supervision of these students; however, they also retain responsibility for general supervision and safety of all Brighten students.
- Adults observing behavior by students or other adults that is contrary to school policy or procedure shall immediately report the incident to a Brighten staff member or administration.
- Brighten staff is responsible for taking roll of students prior to departure from any location, every time the group reconvenes, and periodically throughout the course of trip to ensure all students are present. Brighten staff may not delegate this responsibility.
- The use of cell phones and texting should be for emergency use only when acting in a supervisory capacity.
- Chaperones should be strategically located on buses and at venues to ensure that students are adequately supervised at all times.
- Chaperones may not bring siblings of their child who is attending the trip. This poses a liability for the school.
- Chaperones may not leave the group or venue at any time during the course of a field experience from departure from the school to arrival at the school after the trip.
- Chaperones may not drink alcoholic beverages, use illegal substances, smoke or chew tobacco, use any vaping, or use profanity at any time during the course of a field experience from departure from the school to arrival at the school after the trip.
- Chaperones should ensure that all students remain seated on the bus and strictly monitor behavior on the bus. Students are expected to be quiet while in heavy traffic, when exiting/entering the interstate, or when crossing a railroad track.

- Students should be escorted into and out of public restrooms. At no time should any student, even a child of a chaperone, be left unattended in a bathroom. This does not apply to hotel restrooms on an overnight trip.
- Students should never be left unattended by an adult.
- Students should remain with their specific chaperone unless authorized by a Brighten staff member.
- Students who become ill during the course of a field experience should be brought to a Brighten staff member. Parents of the student should be promptly contacted by the Brighten staff member. The Brighten staff member and chaperone will work collaboratively to ensure the child is properly attended.
- All procedures and rules specific to a field experience shall be strictly adhered to by all parents, students, and Brighten staff.
- Students will be accompanied by an adult when crossing streets. Young children should be escorted by the hand across streets.
- Chaperones should refrain from socializing with other chaperones or Brighten staff while supervising students.
- Chaperones and Brighten staff are expected to participate in all activities planned as part of a field experience itinerary.
- Chaperones and Brighten Staff should strictly enforce rules or procedures established as part of the Brighten Academy Discipline Code or those established by the venue.
- Chaperones and Brighten staff are expected to provide direct instruction and modeling of appropriate behavior and etiquette in certain venues (e.g., restaurants, museums, etc.)

Failure to comply with all procedures and expectations could result in a parent violation notice, loss of priority enrollment, and up to and including withdrawal from school. Staff members who do not follow the above procedures and expectations may be formally reprimanded, suspended without pay, or terminated.

Adopted: 09-06-09

Reviewed: 10-01-18

Revised: 10-07-19

Revised: 10-05-20

Revised: 10-2-23

School Ceremonies and Observations

G5

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Pledge of Allegiance to the U.S. Flag State Law

The Pledge of Allegiance to the flag shall be conducted daily at Brighten Academy. Small flags shall be provided for each homeroom by the school. Students who do not observe flag allegiance for religious reasons shall not be required to observe this practice.

Adopted: 04-13-06

Revised: 07-12-07

Reviewed: 11-14-16

Reviewed: 10-01-18

Reviewed: 10-05-20

Reviewed: 12-11-23

Grading Systems

G6

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

If a student withdraws from Brighten Academy to attend another school, Brighten Academy shall determine the relationship of the rubric grades to the numerical grade.

Accurate grade reporting to students and parents, completing report cards, and posting student grades on permanent records are very important functions of all teachers.

Brighten Academy will utilize standard based assessment. The following definitions will be used when assessing a student.

Standard – What a student is to know, understand, and be able to do (multi-dimensional)

Element – What a student is to know, understand, and be able to do (uni-dimensional)

Formative Assessment – Formal and informal assessment that takes place WHILE a student is learning (Ex: quiz, observation, ticket out the door, journal prompt, center work, oral reading)

Summative Assessment – Formal assessment conducted at the end of an instructional lesson, unit, or set of lessons or units (Ex: benchmark tests, standardized tests, tests, projects)

Mastery – student **consistently** demonstrates **independent** competency free from major errors and omissions regarding any of the information or process (simple or complex) that were **explicitly** taught

Independent – Student completes task without teacher assistance. Students who are being served with an **IEP** are entitled to the assistance outlined per content area. For example, a student who requires certain teacher assistance according to goals outlined in the IEP, would be deemed independent. Modifications through **SST** that do not alter the content (extra time, preferential seating, reduced work, etc.) will be deemed independent. The Executive Director or other authorized school leader will support the classroom teachers' development of assessment based on students who are being served through SST, IEP, or a 504.

Grading Policy

Assessment should be a tool that provides positive feedback and accurate representation of what a child has learned compared to the standard. The following Grading Scale will be employed throughout Brighten Academy to provide consistency among grade levels. Grades will be given on all report cards and posted on all permanent records in grades K-8, using this scale.

Standard Scoring Rubric

Please note that a child who is not working independently will not be able to obtain a score higher than a 2.0.

Teachers will assess and report student progress at a minimum every 9 weeks for K-8. In order to properly assess progress, it is recommended that an average of 3-5 formative assessment opportunities be provided for each element/clustered element so that the student has ample time to demonstrate mastery or proficiency. A grade for a standard will be determined after all elements have been assessed and will be recorded on a Standards-Based Report Card.

In order to guarantee that Brighten is measuring and reporting what a student learns Brighten Academy will utilize the mounting evidence approach (Marzano, Classroom Grading and Assessment that Works) to determine the mastery level of each standard. The mounting evidence approach discourages averaging of scores and requires the teacher to benchmark levels of mastery and understanding with evidence. Anecdotal records are a vital tool for producing the evidence one needs to benchmark a child's understanding.

Grades are not intended to be punitive. They are intended to provide accurate feedback that lets a student, teacher, and parent know the level of understanding a child possesses about a particular subject. Giving zeros, taking points off for being late, deducting points for behavior, etc. are considered “life skills” and should be accounted for in the Seven C’s (or work habit) portion of assessment as articulated below. In no way should a deficiency in a “life skill” reflect the measurement a child receives compared to an academic standard.

Seven C’s Rubric

Students will also be assessed on their habits of scholarship, self-discipline, and behavior.

Creating Classroom Assessments

When creating or administering assessments, the following principles should be followed

- Standards-based assessments must evaluate individual dimensions (elements).
- Assessments over individual dimensions must contain multi-leveled questions/items following the scoring scale.
 - **Levels 1.0 – 2.0** address basic details and processes that are relatively easy with lower level thinking skills.
 - **Levels 2.0 – 3.0** address more complex details and processes with higher order thinking skills.
 - **Levels 3.0 – 3D** allow students to make inferences and applications that go beyond the depth of what was taught.
- All students do NOT have to have the same number of assessments to mount evidence of mastery
- Students must demonstrate mastery level or above at least twice on different assessments to meet a benchmark level for reporting.
- Teachers must use a variety of assessments (formal and informal) and document mastery levels

Reporting Progress to Parents

Communication of progress and proficiency is essential. Teachers are responsible for communicating progress through graded work, report cards, student led-conferences, and/or parent-teacher conferences.

Report Cards

Report cards will be distributed at a minimum of every 9 weeks for grades K-8. When reporting progress, teachers will include a summary of progress made on the standards or elements that were taught during the assessment period. Teachers will use the Standard Scoring Rubric (located above) to quantify progress. Teacher will also report progress on habits of scholarship, self-discipline, and behavior using the Seven C’s Rubric.

The final report card grades will be a cumulative record of progress.

Grading Work

Teachers will use an established rubric or key to evaluate students’ written work. Teachers are encouraged to provide specific constructive commentary (e.g., excellent use of varied sentences instead of good job!). Work should be graded and available to parents for review in a timely manner.

Correcting Work or Providing Additional Mounting Evidence

Teachers should provide opportunities for students to correct work when the student has not demonstrated they are working at their ability level as demonstrated on prior assignments. Teachers may also provide students with the opportunity to correct work or improve on a task if the outcome is judged to improve the student’s understanding of the material. Students should correct work following the same format only twice, after which time the teacher may elect to re-teach the lesson or provide a different format.

Each year, prior to the beginning of school, the leadership team will review its grading and assessment procedures, forms, and processes and revise as needed.

Adopted: 04-13-06
Revised: 07-12-07
Revised: 07-28-08
Revised: 10-12-09
Revised: 01-23-12
Revised: 02-09-15
Reviewed: 11-14-16
Revised: 10-1-18
Revised: 10-05-20
Reviewed: 12-13-21
Reviewed: 12-11-23

Athletic Student Health Requirements

G7

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

All students who decide to participate in an athletic extracurricular activity will be required to obtain appropriate medical documentation and complete the school physical health forms. This includes any formal organized team sports and clubs that are primarily movement-based activities.

Concussion/Return to Play

Any extracurricular athletic activity has the risk of injury. In recognition of this possibility, the Board provides the following guidance regarding concussion management and return to play.

Concussion Management

1. Prior to the beginning of each season of any extracurricular athletic activity, all parents or legal guardians of participating students shall be provided an information sheet informing them of the nature and risk of concussion and head injury.
2. If a student participating in an extracurricular athletic activity exhibits symptoms of having a concussion, he or she shall be removed from the activity and be examined by a health care provider.
3. If a student is deemed by a health care provider to have sustained a concussion, the coach or other designated personnel shall not permit the student to return to play until he or she receives clearance from a health care provider for a full or graduated return to play.
4. As used in this policy, a "health care provider" means a licensed physician or another licensed individual under a physician's supervision, such as a nurse practitioner, physician assistant, or certified athletic trainer who has received training in concussion evaluation and management.
5. Coaches, employees, and other designated individuals supervising extracurricular athletic activities are expected to use their training, personal judgment and discretion in implementing this policy.
6. This policy is not intended to create any liability for, or create a cause of action against, the Governing Board or employees, volunteers or other designated individuals for any act or omission to act related to the removal or non-removal of a student from an extracurricular athletic activity.
7. The Governing Board authorizes the Executive Director to direct the development of administrative regulations and/or guidelines needed to implement this policy.

Student Drug Testing

Submission to testing for the presence of drugs and alcohol is a condition of participation in privileged activities in the Douglas County School System. Any Brighten Academy student athlete may be subject to a random drug testing. Refusing to take the test, failure to report for the test, or if the test establishes a violation of the drug testing policy will result in the student being subject to the consequence described in the *Alcohol, Controlled-Substances, and Drug-Free School Zone* policy (H16).

Sudden Cardiac Arrest Awareness

Coaches and student athletes should know the warning signs and the protocol for responding to a sudden cardiac arrest. Coaches are responsible for following all guidance provided by the Georgia High School Athletic Association. This guidance pertains to club sponsors and participants of clubs that are primarily movement-based activities. The school will maintain records of trainings by coaches and club sponsors. The school will also provide two trainings per year on symptoms/signs of cardiac arrest available to all parents and stakeholders.

Adopted: 06-08-20
Reviewed: 11-2-20
Reviewed: 09-13-21
Reviewed: 10-2-23
Revised: 01-08-24

Athletic Student Health Forms

G7-E1

■ PREPARTICIPATION PHYSICAL EVALUATION

HISTORY FORM

Note: Complete and sign this form (with your parents if younger than 18) before your appointment.

Name: _____ Date of birth: _____

Date of examination: _____ Sport(s): _____

Sex assigned at birth (F, M, or intersex): _____ How do you identify your gender? (F, M, or other): _____

List past and current medical conditions. _____

Have you ever had surgery? If yes, list all past surgical procedures. _____

Medicines and supplements: List all current prescriptions, over-the-counter medicines, and supplements (herbal and nutritional). _____

Do you have any allergies? If yes, please list all your allergies (ie, medicines, pollens, food, stinging insects). _____

Patient Health Questionnaire Version 4 (PHQ-4)
Over the last 2 weeks, how often have you been bothered by any of the following problems? (check box next to appropriate number)

| | Not at all | Several days | Over half the days | Nearly every day |
|---|----------------------------|----------------------------|----------------------------|----------------------------|
| Feeling nervous, anxious, or on edge | <input type="checkbox"/> 0 | <input type="checkbox"/> 1 | <input type="checkbox"/> 2 | <input type="checkbox"/> 3 |
| Not being able to stop or control worrying | <input type="checkbox"/> 0 | <input type="checkbox"/> 1 | <input type="checkbox"/> 2 | <input type="checkbox"/> 3 |
| Little interest or pleasure in doing things | <input type="checkbox"/> 0 | <input type="checkbox"/> 1 | <input type="checkbox"/> 2 | <input type="checkbox"/> 3 |
| Feeling down, depressed, or hopeless | <input type="checkbox"/> 0 | <input type="checkbox"/> 1 | <input type="checkbox"/> 2 | <input type="checkbox"/> 3 |

[A sum of ≥ 3 is considered positive on either subscale (questions 1 and 2, or questions 3 and 4) for screening purposes.]

| GENERAL QUESTIONS | | Yes | No |
|---|--------------------------|--------------------------|--------------------------|
| <small>(Explain "Yes" answers at the end of this form. Circle questions if you don't know the answer.)</small> | | | |
| 1. Do you have any concerns that you would like to discuss with your provider? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has a provider ever denied or restricted your participation in sports for any reason? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do you have any ongoing medical issues or recent illness? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| HEART HEALTH QUESTIONS ABOUT YOU | | Yes | No |
| 4. Have you ever passed out or nearly passed out during or after exercise? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Does your heart ever race, flutter in your chest, or skip beats (irregular beats) during exercise? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has a doctor ever told you that you have any heart problems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has a doctor ever requested a test for your heart? For example, electrocardiography (ECG) or echocardiography. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| HEART HEALTH QUESTIONS ABOUT YOU | | Yes | No |
|---|--------------------------|--------------------------|--------------------------|
| <small>(CONTINUED)</small> | | | |
| 9. Do you get light-headed or feel shorter of breath than your friends during exercise? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Have you ever had a seizure? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| HEART HEALTH QUESTIONS ABOUT YOUR FAMILY | | Yes | No |
| 11. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 35 years (including drowning or unexplained car crash)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Does anyone in your family have a genetic heart problem such as hypertrophic cardiomyopathy (HCM), Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy (ARVC), long QT syndrome (LQTS), short QT syndrome (SQTS), Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia (CPVT)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Has anyone in your family had a pacemaker or an implanted defibrillator before age 35? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

■ PREPARTICIPATION PHYSICAL EVALUATION
PHYSICAL EXAMINATION FORM

Name: _____ Date of birth: _____

PHYSICIAN REMINDERS

- Consider additional questions on more-sensitive issues.
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, e-cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance-enhancing supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (Q4-Q13 of History Form).

| EXAMINATION | | |
|--|--------------------------|--|
| Height: _____ | Weight: _____ | |
| BP: _____ / _____ / _____ | Pulse: _____ | Vision: R 20/____ L 20/____ Corrected: <input type="checkbox"/> Y <input type="checkbox"/> N |
| MEDICAL | NORMAL | ABNORMAL FINDINGS |
| Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, hyperlaxity, myopia, mitral valve prolapse [MVP], and aortic insufficiency) | <input type="checkbox"/> | |
| Eyes, ears, nose, and throat • Pupils equal • Hearing | <input type="checkbox"/> | |
| Lymph nodes | <input type="checkbox"/> | |
| Heart* • Murmurs (auscultation standing, auscultation supine, and ± Valsalva maneuver) | <input type="checkbox"/> | |
| Lungs | <input type="checkbox"/> | |
| Abdomen | <input type="checkbox"/> | |
| Skin • Herpes simplex virus [HSV], lesions suggestive of methicillin-resistant <i>Staphylococcus aureus</i> [MRSA], or tinea corporis | <input type="checkbox"/> | |
| Neurological | <input type="checkbox"/> | |
| MUSCULOSKELETAL | NORMAL | ABNORMAL FINDINGS |
| Neck | <input type="checkbox"/> | |
| Back | <input type="checkbox"/> | |
| Shoulder and arm | <input type="checkbox"/> | |
| Elbow and forearm | <input type="checkbox"/> | |
| Wrist, hand, and fingers | <input type="checkbox"/> | |
| Hip and thigh | <input type="checkbox"/> | |
| Knee | <input type="checkbox"/> | |
| Leg and ankle | <input type="checkbox"/> | |
| Foot and toes | <input type="checkbox"/> | |
| Functional • Double-leg squat test, single-leg squat test, and box drop or step drop test | <input type="checkbox"/> | |

* Consider electrocardiography (ECG), echocardiography, referral to a cardiologist for abnormal cardiac history or examination findings, or a combination of these.

Name of health care professional (print or type): _____ Date: _____

Address: _____ Phone: _____

Signature of health care professional: _____, MD, DO, NP, or PA

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■ **PREPARTICIPATION PHYSICAL EVALUATION**

MEDICAL ELIGIBILITY FORM

Name: _____ Date of birth: _____

- Medically eligible for all sports without restriction
- Medically eligible for all sports without restriction with recommendations for further evaluation or treatment of

- Medically eligible for certain sports

- Not medically eligible pending further evaluation

- Not medically eligible for any sports

Recommendations: _____

I have examined the student named on this form and completed the preparticipation physical evaluation. The athlete does not have apparent clinical contraindications to practice and can participate in the sport(s) as outlined on this form. A copy of the physical examination findings are on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the medical eligibility until the problem is resolved and the potential consequences are completely explained to the athlete (and parents or guardians).

Name of health care professional (print or type): _____ Date: _____

Address: _____ Phone: _____

Signature of health care professional: _____, MD, DO, NP, or PA

SHARED EMERGENCY INFORMATION

Allergies: _____

Medications: _____

Other information: _____

Emergency contacts: _____

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■ PREPARTICIPATION PHYSICAL EVALUATION
ATHLETES WITH DISABILITIES FORM: SUPPLEMENT TO THE ATHLETE HISTORY

Name: _____ Date of birth: _____

| | | |
|---|-----|----|
| 1. Type of disability: | | |
| 2. Date of disability: | | |
| 3. Classification (if available): | | |
| 4. Cause of disability (birth, disease, injury, or other): | | |
| 5. List the sports you are playing: | | |
| | Yes | No |
| 6. Do you regularly use a brace, an assistive device, or a prosthetic device for daily activities? | | |
| 7. Do you use any special brace or assistive device for sports? | | |
| 8. Do you have any rashes, pressure sores, or other skin problems? | | |
| 9. Do you have a hearing loss? Do you use a hearing aid? | | |
| 10. Do you have a visual impairment? | | |
| 11. Do you use any special devices for bowel or bladder function? | | |
| 12. Do you have burning or discomfort when urinating? | | |
| 13. Have you had autonomic dysreflexia? | | |
| 14. Have you ever been diagnosed as having a heat-related (hyperthermia) or cold-related (hypothermia) illness? | | |
| 15. Do you have muscle spasticity? | | |
| 16. Do you have frequent seizures that cannot be controlled by medication? | | |

Explain "Yes" answers here.

Please indicate whether you have ever had any of the following conditions:

| | Yes | No |
|--|-----|----|
| Atlantoaxial instability | | |
| Radiographic (x-ray) evaluation for atlantoaxial instability | | |
| Dislocated joints (more than one) | | |
| Easy bleeding | | |
| Enlarged spleen | | |
| Hepatitis | | |
| Osteopenia or osteoporosis | | |
| Difficulty controlling bowel | | |
| Difficulty controlling bladder | | |
| Numbness or tingling in arms or hands | | |
| Numbness or tingling in legs or feet | | |
| Weakness in arms or hands | | |
| Weakness in legs or feet | | |
| Recent change in coordination | | |
| Recent change in ability to walk | | |
| Spina bifida | | |
| Latex allergy | | |

Explain "Yes" answers here.

I hereby state that, to the best of my knowledge, my answers to the questions on this form are complete and correct.

Signature of athlete: _____

Signature of parent or guardian: _____

Date: _____

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| BONE AND JOINT QUESTIONS | | Yes | No |
|--------------------------|---|--------------------------|--------------------------|
| 14. | Have you ever had a stress fracture or an injury to a bone, muscle, ligament, joint, or tendon that caused you to miss a practice or game? | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. | Do you have a bone, muscle, ligament, or joint injury that bothers you? | <input type="checkbox"/> | <input type="checkbox"/> |
| MEDICAL QUESTIONS | | Yes | No |
| 16. | Do you cough, wheeze, or have difficulty breathing during or after exercise? | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. | Are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. | Do you have grain or testicle pain or a painful bulge or hernia in the groin area? | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. | Do you have any recurring skin rashes or rashes that come and go, including herpes or methicillin-resistant <i>Staphylococcus aureus</i> (MRSA)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. | Have you had a concussion or head injury that caused confusion, a prolonged headache, or memory problems? | <input type="checkbox"/> | <input type="checkbox"/> |
| 21. | Have you ever had numbness, had tingling, had weakness in your arms or legs, or been unable to move your arms or legs after being hit or falling? | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. | Have you ever become ill while exercising in the heat? | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. | Do you or does someone in your family have sickle cell trait or disease? | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. | Have you ever had or do you have any problems with your eyes or vision? | <input type="checkbox"/> | <input type="checkbox"/> |

| MEDICAL QUESTIONS (CONTINUED) | | Yes | No |
|-------------------------------|--|--------------------------|--------------------------|
| 25. | Do you worry about your weight? | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. | Are you trying to or has anyone recommended that you gain or lose weight? | <input type="checkbox"/> | <input type="checkbox"/> |
| 27. | Are you on a special diet or do you avoid certain types of foods or food groups? | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. | Have you ever had an eating disorder? | <input type="checkbox"/> | <input type="checkbox"/> |
| FEMALES ONLY | | Yes | No |
| 29. | Have you ever had a menstrual period? | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. | How old were you when you had your first menstrual period? | | |
| 31. | When was your most recent menstrual period? | | |
| 32. | How many periods have you had in the past 12 months? | | |

Explain "Yes" answers here.

I hereby state that, to the best of my knowledge, my answers to the questions on this form are complete and correct.

Signature of athlete: _____

Signature of parent or guardian: _____

Date: _____

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DOUGLAS COUNTY SCHOOL SYSTEM

Consent to Participation – Student Drug Testing

I understand that submission to testing for the presence of drugs and alcohol is a condition of participation in privileged activities in the Douglas County School System. I further understand that if I refuse to take the test, fail to report for the test, or if the test establishes a violation of the drug testing policy, I will be subject to consequences as set forth by the drug testing policy.

By signing and dating this form, I consent to take an initial drug test, if required, and be randomly tested throughout the school year. The initial drug test, when required, is to be completed prior to the start of the privileged activity. The random testing will be done monthly throughout the school year. The selection process for random drug testing will be performed by the contracting body with the participating students being notified on the day they are to report for testing.

I hereby consent to the administration of drug tests and to the conditions listed in this consent and the accompanying general prohibitions and procedures as outlined in Policy JCDAB-R/JCDAC-R, JCDAB-R(1) of the Douglas County School System Policy Manual.

I understand that unless my parent or guardian contacts the Drug Testing Administrator after the first year, and makes a formal request to remove my name and student ID number from the testing pool, my name will automatically be re-entered into the testing pool each year.

Participating Student's Name:

Date: _____ Signature: _____

Parent/Guardian's Name:

Date: _____ Signature: _____

DOUGLAS COUNTY SCHOOL SYSTEM - RELEASE / EMERGENCY MEDICAL FORM
PLEASE READ CAREFULLY

EMERGENCY MEDICAL AUTHORIZATION

Student: _____ Home Phone: _____ Address: _____
Mother's Name: _____ Bus. Phone: _____ Father's Name: _____ Bus. Phone: _____
Family Physician: _____ Phone: _____ Dentist: _____ Phone: _____
Insurance Company: _____ Policy # _____ Group # _____

WHOM CAN WE CONTACT IF NO PARENT/GUARDIAN CAN BE REACHED TO ASSUME RESPONSIBILITY FOR THIS STUDENT?

Name: _____ Phone: _____

Activities Agreement

To insure the proper atmosphere for interscholastic competition, the participant and his/her parents or guardians must understand and cooperate in helping establish that atmosphere by adhering to all school rules and regulations. When a violation of school rules occurs proper steps will be taken. A participant may be suspended from participating in interscholastic activities or from a team for violating any of the following standards: (1) falsification of physician's signature, parent or guardian's signature, any information pertaining to school enrollment, school records, or interscholastic activity forms; (2) use of, possession of, or distribution of alcohol or tobacco; misuse of non-prescription drugs, or of controlled substances; (3) theft or destruction to property of any school or individual; (4) repeated acts of unsportsmanlike conduct; (5) failure to follow rules as set for individual activities by coaches.

A student must have his/her parent's or guardian's signed permission to participate. All athletic participation requires a physical examination with the doctor's permission to participate. The participant is required to abide by the rules and regulations of the State Board of Education, the Douglas County Board of Education, and the Georgia High School Association.

Informed Consent

We realize that such activities involve the potential for injury to our son or daughter which is inherent in all activities. We acknowledge that even with the best coaching, use of the most advanced protective equipment, and strict observance of rules, injuries to our son/daughter are still a possibility. We recognize that on rare occasions these injuries to our son/daughter can be so severe as to result in total disability, paralysis or even death.

Drug Testing Consent (High School Only)

We understand that submission to testing for the presence of drugs and alcohol is a condition of participation in privileged activities in the Douglas County School System. We further understand that refusal to take the test, failure to report for the test, or if the test establishes a violation of the drug testing policy, our son/daughter will be subject to consequences as set forth by the drug testing policy.

General Release

It is anticipated that my son/daughter, while a participant in interscholastic activities in the Douglas County School System, will travel to many activities off campus. Transportation for my child to these off campus activities may be school buses, private vehicles, or alternate transportation operated by employees or agents of the School System. In consideration of their performing this valuable service for me and my child, I hereby release and discharge any and all claims and causes of action of any kind or nature which may arise out of my child's travel while at school both for myself and my minor child. It is the express intent of this release to forever hold the Douglas County School System, its agents and employees, harmless for any injuries which may occur to my child as a result of travel while he or she is in the custody of the School System.

Insurance Waiver

I fully understand that the Douglas County School System does not provide any insurance and it is my responsibility to provide insurance coverage for my son/daughter. The Douglas County School System will not assume liability for injuries incurred by my son/daughter during participation in or practice of any interscholastic activity.

A parent/guardian may elect to enroll the participant in a supplemental school insurance program which is authorized by the Douglas County School System. If you choose to purchase coverage through this plan, contact the school principal or head coach for additional information.

Authorization:

In case of an emergency or accident during any school activity involving my child, which in the opinion of school authorities present requires immediate medical or surgical attention, I authorize the school to take such emergency actions as may be deemed necessary, including the transportation of the student to a hospital or medical center and authorizing medical treatment. I hereby grant permission, also to said physician to treat said condition unless I am present and request otherwise. I assume the responsibility for any medical expenses incurred during this emergency. The coach, school, or the Douglas County School System will not be held responsible for any medical expenses.

Permission to Participate:

I have carefully read and understand each of the above section and will comply with these policies or statement. Permission is granted to my son/daughter to practice and complete in interscholastic activities.

| | | | |
|----------------------------------|--------------------------------------|-------------------------|--------------------------------------|
| Parent/ Guardian Signature _____ | Date: ____/____/____ Mo. Day Year | Student Signature _____ | Date: ____/____/____ Mo. Day Year |
|----------------------------------|--------------------------------------|-------------------------|--------------------------------------|

Revised 2006/2019

Georgia High School Association Student/Parent Concussion Awareness Form

SCHOOL: _____

DANGERS OF CONCUSSION

Concussions at all levels of sports have received a great deal of attention and a state law has been passed to address this issue. Adolescent athletes are particularly vulnerable to the effects of concussion. Once considered little more than a minor "ding" to the head, it is now understood that a concussion has the potential to result in death, or changes in brain function (either short-term or long-term). A concussion is a brain injury that results in a temporary disruption of normal brain function. A concussion occurs when the brain is violently rocked back and forth or twisted inside the skull as a result of a blow to the head or body. Continued participation in any sport following a concussion can lead to worsening concussion symptoms, as well as increased risk for further injury to the brain, and even death.

Player and parental education in this area is crucial – that is the reason for this document. Refer to it regularly. This form must be signed by a parent or guardian of each student who wishes to participate in GHSA athletics. One copy needs to be returned to the school, and one retained at home.

COMMON SIGNS AND SYMPTOMS OF CONCUSSION

- Headache, dizziness, poor balance, moves clumsily, reduced energy level/tiredness
- Nausea or vomiting
- Blurred vision, sensitivity to light and sounds
- Fogginess of memory, difficulty concentrating, slowed thought processes, confused about surroundings or game assignments
- Unexplained changes in behavior and personality
- Loss of consciousness (NOTE: This does not occur in all concussion episodes.)

BY-LAW 2.68: GHSA CONCUSSION POLICY: In accordance with Georgia law and national playing rules published by the National Federation of State High School Associations, any athlete who exhibits signs, symptoms, or behaviors consistent with a concussion shall be immediately removed from the practice or contest and shall not return to play until an appropriate health care professional has determined that no concussion has occurred. (NOTE: An appropriate health care professional may include licensed physician (MD/DO) or another licensed individual under the supervision of a licensed physician, such as a nurse practitioner, physician assistant, or certified athletic trainer who has received training in concussion evaluation and management.)

a) No athlete is allowed to return to a game or a practice on the same day that a concussion (a) has been diagnosed, OR (b) cannot be ruled out.

b) Any athlete diagnosed with a concussion shall be cleared medically by an appropriate health care professional prior to resuming participation in any future practice or contest. The formulation of a gradual return to play protocol shall be a part of the medical clearance.

By signing this concussion form, I give _____ High School permission to transfer this concussion form to the other sports that my child may play. I am aware of the dangers of concussion and this signed concussion form will represent myself and my child during the 2019-2020 school year. This form will be stored with the athletic physical form and other accompanying forms required by the _____ School System.

I HAVE READ THIS FORM AND I UNDERSTAND THE FACTS PRESENTED IN IT.

Student Name (Printed)

Student Name (Signed)

Date

Parent Name (Printed)

Parent Name (Signed)

Date

(Revised: 2/19)

Georgia High School Association Student/Parent Sudden Cardiac Arrest Awareness Form

SCHOOL: _____

1: Learn the Early Warning Signs

If you or your child has had one or more of these signs, see your primary care physician:

- Fainting suddenly and without warning, especially during exercise or in response to loud sounds like doorbells, alarm clocks or ringing phones
- Unusual chest pain or shortness of breath during exercise
- Family members who had sudden, unexplained and unexpected death before age 50
- Family members who have been diagnosed with a condition that can cause sudden cardiac death, such as hypertrophic cardiomyopathy (HCM) or Long QT syndrome
- A seizure suddenly and without warning, especially during exercise or in response to loud sounds like doorbells, alarm clocks or ringing phones

2: Learn to Recognize Sudden Cardiac Arrest

If you see someone collapse, assume he has experienced sudden cardiac arrest and respond quickly. This victim will be unresponsive, gasping or not breathing normally, and may have some jerking (Seizure like activity). Send for help and start CPR. You cannot hurt him.

3: Learn Hands-Only CPR

Effective CPR saves lives by circulating blood to the brain and other vital organs until rescue teams arrive. It is one of the most important life skills you can learn – and it's easier than ever.

- Call 911 (or ask bystanders to call 911 and get an AED)
- Push hard and fast in the center of the chest. Kneel at the victim's side, place your hands on the lower half of the breastbone, one on top of the other, elbows straight and locked. Push down 2 inches, then up 2 inches, at a rate of 100 times/minute, to the beat of the song "Stayin' Alive."
- If an Automated External Defibrillator (AED) is available, open it and follow the voice prompts. It will lead you step-by-step through the process, and will never shock a victim that does not need a shock.

By signing this sudden cardiac arrest form, I give _____ High School permission to transfer this sudden cardiac arrest form to the other sports that my child may play. I am aware of the dangers of sudden cardiac arrest and this signed sudden cardiac arrest form will represent myself and my child during the 2019-2020 school year. This form will be stored with the athletic physical form and other accompanying forms required by the _____ School System.

I HAVE READ THIS FORM AND I UNDERSTAND THE FACTS PRESENTED IN IT.

Student Name (Printed)

Student Name (Signed)

Date

Parent Name (Printed)

Parent Name (Signed)

Date

(Revised: 5/19)

Adopted: 06-08-20
Reviewed: 11-2-20
Reviewed: 09-13-21

Reviewed: 10-2-23

Parent Bill of Rights

G8

The Governing Board of Brighten Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Definition

Instructional Material--as used in this policy the term "instructional material" means:

1. Instructional materials and content which constitute the principal source of study for a state funded course to be used in the various grades in Georgia's public schools, including the elementary, middle, and high school grades
2. Locally approved instructional materials and content which constitute the principal source of study for a state funded course, not including supplementary or ancillary material, which is adopted by a local board of education or used by a local school system. Supplementary or ancillary material includes, but is not limited to, articles, online simulations, worksheets, novels, biographies, speeches, videos, music, and similar resources in any medium, including both physical or digital.

Requirements

The Board promotes parental involvement in the school.

1. The Executive Director or designee shall ensure that the school has in place and makes available procedures for a parent to:
 - a. Review records relating to his or her minor child;
 - b. Learn about his or her minor child's courses of study, including, but not limited to, parental access to instructional materials intended for use in the classroom. Such instructional materials will be made available for parental review during the first two weeks of each grading period, either online or on site upon a parent's request made during the review period.
 - c. Object to instructional materials intended for use in his or her minor child's classroom or recommended by his or her minor child's teacher;
 - d. Withdraw his or her minor child from the school's prescribed course of study in sex education if the parent provides a written objection to his or her child's participation. Such procedures will provide for a parent to be notified in advance of such course content so that he or she may withdraw his or her minor child from the course; and
 - e. Provide written notice that photographs or video or voice recordings of his or her minor child are not permitted, subject to applicable public safety and security exceptions.
2. The procedures required by this policy will be posted on the school's website and made available for review on site upon request of a parent.

Adopted: 08-08-22

Reviewed: 12-11-23

Divisive Concepts Complaint Resolution Process

G9

The Governing Board of Brighten Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Definition

1. 'Divisive concepts' means any of the following concepts, including views espousing such concepts:
 - a. One race is inherently superior to another race;
 - b. The United States of America is fundamentally racist;
 - c. An individual, by virtue of his or her race, is inherently or consciously racist or oppressive toward individuals of other races;
 - d. An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race;
 - e. An individual's moral character is inherently determined by his or her race;
 - f. An individual, solely by virtue of his or her race, bears individual responsibility for actions committed in the past by other individuals of the same race;
 - g. An individual, solely by virtue of his or her race, should feel anguish, guilt, or any other form of psychological distress;
 - h. Performance-based advancement or the recognition and appreciation of character traits such as a hard work ethic are racist or have been advocated for by individuals of a particular race to oppress individuals of another race; or
 - i. Any other form of race scapegoating or race stereotyping.
2. 'Espousing personal political beliefs' means an individual, while performing official duties as part of his or her employment or engagement with a school or local school system, intentionally encouraging or attempting to persuade or indoctrinate a student, school community member, or other school personnel to agree with or advocate for such individual's personal beliefs concerning divisive concepts.
3. 'Race scapegoating' means assigning fault or blame to a race, or to an individual of a particular race because of his or her race. Such term includes, but is not limited to, any claim that an individual of a particular race, consciously and by virtue of his or her race, is inherently racist or is inherently inclined to oppress individuals of other races.
4. 'Race stereotyping' means ascribing character traits, values, moral or ethical codes, status, or beliefs to an individual because of his or her race.

Requirements

1. The Brighten Academy Board and Brighten Academy Charter School shall prohibit employees from discriminating against students and other employees based on race.
2. The Board and school shall ensure that curricula and training programs encourage employees and students to practice tolerance and mutual respect and to refrain from judging others based on race.
3. Nothing in this policy shall be construed or applied to:

- a. Inhibit or violate the rights protected by the Constitutions of Georgia and the United States of America or undermine intellectual freedom and free expression;
- b. Infringe upon the intellectual vitality of students and employees;
- c. Prohibit the Board or school from promoting concepts such as tolerance, mutual respect, cultural sensitivity, or cultural competency; provided, however, that such efforts do not conflict with the requirements of this policy and applicable laws;
- d. Prohibit a school administrator, teacher, other school personnel, or an individual facilitating a training program from responding in a professionally and academically appropriate manner and without espousing personal political beliefs to questions regarding specific divisive concepts raised by students, school community members, or participants in a training program;
- e. Prohibit the discussion of divisive concepts, as part of a larger course of instruction, in a professionally and academically appropriate manner and without espousing personal political beliefs;
- f. Prohibit the full and rigorous implementation of curricula, or elements of a curriculum, that are required as part of advanced placement, international baccalaureate, or dual enrollment coursework; provided, however, that such implementation is done in a professionally and academically appropriate manner and without espousing personal political beliefs;
- g. Prohibit the use of curricula that addresses the topics of slavery, racial oppression, racial segregation, or racial discrimination, including topics relating to the enactment and enforcement of laws resulting in racial oppression, segregation, and discrimination in a professionally and academically appropriate manner and without espousing personal political beliefs;
- h. Create any right or benefit, substantive or procedural, enforceable at law or in equity, by any party against the Brighten Board or the school, departments, agencies, entities, officers, employees, agents, or any other personnel affiliated with the school.

4. The Board hereby adopts this complaint resolution policy to address complaints alleging violations of this policy.

- a. A response will be provided to a complaint made by:
 - i. The parent of a student enrolled at the school where the alleged violation occurred;
 - ii. A student who has reached the age of majority or is a lawfully emancipated minor and who is enrolled at the school where the alleged violation occurred; or
 - iii. An individual employed as a school administrator, teacher, or other school personnel at the school where the alleged violation occurred;
- b. The complaint shall first be submitted in writing to the Executive Director;
- c. The complaint shall provide a reasonably detailed description of the alleged violation;
- d. The school shall comply with the following timeline:
 - i. Within five school days of receiving such written complaint, the Executive Director or designee will review the complaint and take reasonable steps to investigate the allegations in the complaint;
 - ii. Within ten school days of receiving the complaint, unless another schedule is mutually agreed to by the complainant and the Executive Director or designee, the Executive Director or designee will confer with the complainant and inform the complainant whether a violation occurred, in whole or in part, and, if such a violation was found to have occurred, what remedial steps have been or will be taken; provided, however, that the confidentiality of student or personnel information shall not be violated; and
 - iii. Following such conference, within three school days of a request by the complainant, the Executive Director or designee will provide to the complainant a written summary of the findings of the investigation and a statement of remedial measures, if any; provided, however, that such written response shall not disclose any confidential student or personnel information.

- e. The determinations shall be reviewed by the Executive Director or designee within ten school days of receiving a written request for such review by the complainant addressed to the Executive Director, provided, however, that confidential student or personnel matters shall not be subject to review;
- f. In reviewing the decision, the Executive Director shall review the original complaint filed by the complainant, any communication between the complainant and the Executive Director or designee from the time the complaint is filed until the time of the review that is related to the complaint, and any statement in writing submitted to the Executive Director in connection with the review by either the complainant or the Executive Director or designee by a date set by the Executive Director. The Executive Director shall have the right, but not the obligation, to hear from the complainant and the Executive Director or designee or to request further information from either.
- g. The Executive Director's decision following the review provided for in subparagraph (e) shall be subject to review by the Brighten Board as provided in Code Section 20-2-1160; provided, however, that confidential student or personnel matters shall not be subject to review;
- h. When the Board has made a decision, it shall be binding on the parties; provided, however, that the parties shall be notified in writing of the decision and of their right to appeal the decision to the State Board of Education and of the procedures and requirements for such an appeal as set forth in Georgia law.
- i. Any individual described in (4)(a) above, shall have the right at any time, including prior to filing a complaint, to request, in writing, from the Executive Director or the school nonconfidential records which he or she reasonably believes may substantiate a complaint under this policy. Such records shall be produced for inspection within a reasonable amount of time not to exceed three school days of receipt of the request. If some, but not all, of the records are available within three school days, the records that are available shall be made available, and the requester shall be provided a description of the records which are unavailable and a timeline for when those records will be available. These records shall be provided as soon as practicable, but in no case later than thirty (30) days after receipt of the request.
- j. If a parent's request described in subsection (i) is denied or the records not produced within thirty (30) days, the parent may appeal the denial or failure to the Board which must place the appeal on the agenda for the next public meeting. If it is too late for such appeal to appear on the next meeting's agenda, the appeal must be included on the agenda for the subsequent meeting.

Adopted: 08-08-22
Revised: 01-08-24

Media Program G10

The school shall have a library media center containing the quality, quantity and variety of print and electronic resources needed to support curriculum and instruction and challenge students at their readiness levels. The library media center and staff shall provide a supportive environment where teachers and students can explore ideas and function as effective, independent users and creators of information.

Media program implementation, resources, staffing, and facilities shall be in full compliance with the Standards of the accrediting agency.

A Media Committee shall be established to provide guidance for the planning and implementation of media programs and to develop procedures for:

- selecting materials locally,
- handling requests for reconsideration of materials,
- considering gifts of instructional resources,
- using non-school owned materials, and
- complying with copyright law.

The Media Committee shall be composed of the following members:

1. One Assistant Principal
2. Media Specialist
3. Media Clerk
4. Elementary School Teacher Representative
5. Middle School Teacher Representative
6. One Parent

The Media Specialist shall serve as liaison with the Douglas County School System and Georgia Department of Education.

The school media specialist, media committee, and administrator(s) shall work cooperatively to plan and implement effective programs adhering to the media policy and regulations. The following shall be included in school media program implementation.

- A plan for flexibly scheduled media center access for students and teachers in groups or as individuals simultaneously throughout each instructional day
- A media committee that makes recommendations and decisions related to planning, operation, evaluation and improvement of the media program

- Collaborative planning that includes joint determination by media specialist and teachers to ensure use of media center resources and services that support on-going classroom instruction and implementation of the state adopted curriculum.

Media center accessibility shall refer to the facility, the staff, and the resources, and shall be based on instructional need.

The school media committee shall annually evaluate media services and develop a multi-year media plan for budget and service priorities.

Adopted 11-7-22
Revised: 01-08-24

Material Harmful to Minors Complaint Resolution Process G11

DEFINITIONS

Harmful to minors- As outlined in O.C.G.A. 20-2-324.6 and as used in this policy, means that quality of description or representation, in whatever form, of nudity, sexual conduct, sexual excitement, or sadomasochistic abuse, when it:

1. Taken as a whole, it predominantly appeals to the prurient, shameful, or morbid interest of minors;
2. Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors; and
3. Is, when taken as a whole, lacking in serious literary, artistic, political, or scientific value for minors.

Business Day – as used in this policy, means any calendar day, except Saturdays, Sundays, and any federal and school holidays upon which the office of the Superintendent is open to the public for business.

Designee – A school administrator designated by the Executive Director to conduct the complaint resolution process.

Parent – parent, legal guardian, or kinship caregiver.

Permanent Guardian – An individual appointed as a guardian of a minor pursuant to Part 5, Article I of Chapter 2 of Title 29.

REQUIREMENTS

The Board hereby adopts this policy to address complaints submitted by parents or permanent guardians alleging that material that is harmful to minors has been provided or is currently available to his or her child who is enrolled at Brighten. The complaint resolution process is as follows:

1. Complaints alleging that material that is harmful to minors has been provided or is currently available must be submitted in writing by the parent or permanent guardian to the Executive Director of the school.
2. Complaints must provide a reasonably detailed description of the material that is alleged to be harmful to minors.
3. Within seven (7) business days of receiving a written complaint, the school Executive Director or designee will review the complaint and take reasonable steps to investigate the allegations in the complaint, including, but not limited to, reviewing the material that is alleged to be harmful to minors, if it is available.
4. The Executive Director or designee will determine whether the material that is the subject of the complaint is harmful to minors.
5. The Executive Director or designee will determine whether student access to the material that is the subject of the complaint should be removed or restricted.

6. Within ten (10) business days of receiving the complaint, unless another schedule is mutually agreed to by the parent or permanent guardian and the Executive Director or designee, the Executive Director or designee will confer with the parent or permanent guardian and inform him or her whether the material that is the subject of the complaint was determined to be harmful to minors, and whether student access to such material will be removed or restricted.
7. Appeals of the Executive Director or designee's determinations is subject to full administrative and substantive review by the Brighten Academy Board, which shall include the ability of the parent or permanent guardian to provide input during public comment at a regularly scheduled board meeting.
8. Unless another time frame is mutually agreed upon by the parent or permanent guardian and the Board, the review and final disposition of the appeal by the Board will be completed within 30 calendar days of receiving the written appeal.
9. On appeal, the Board shall review the original complaint filed by the parent or permanent guardian, any statement made by the parents or permanent guardian as part of public comment at a regular board meeting, any communication between the parent or permanent guardian to the Executive Director or designee from the time the complaint is filed until the time of the appeal that is related to the complaint, and any statement in writing submitted to the Board in connection with the appeal by either the parent or permanent guardian or the Executive Director or designee by a date set by the Board. The Board shall have the right, but not the obligation, to hear from the parent or permanent guardian and the Executive Director or designee at the meeting where it makes its review and to discuss any legal issues raised by the complaint in executive session with the attorney for the school district.
10. The title of the material submitted for appeal that is determined by the Board to be not harmful to minors shall be published on the Board's website within 15 business days from the date of the Board's determination and will remain on the website for a period of not less than 12 months.
11. A parent or permanent guardian may request access to appeal materials that are physical in nature and accessible to their student in the school media center. A parent or permanent guardian must abide by the school's policies and procedures when requesting and reviewing such materials.

Adopted: 11-7-22

Revised: 01-08-24

Admission of Transfer Students

H1

The Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

An elementary or middle school student transferring from a school accredited by a regional or state accrediting agency may be placed in the grade and courses recommended by the school from which he/she is transferring. Alternative placement may be made upon review by the placement committee (composed of classroom teacher, special education teacher or gifted teacher, parents, and administrator) if the student's age, maturity level, previous academic record, standardized test scores, and/or placement testing indicate that student's needs can be better addressed at another grade level. In the event a consensus cannot be reached, the majority vote will prevail.

If placement testing in mathematics and reading is deemed necessary, these guidelines should be followed:

Placement will be determined by using selected items from the grade level placement test or an equivalent measure can be administered at the beginning of the school year. The current cumulative test may be used if entry occurs during the school year.

A transferring student applying for admission to a grade higher than 5th grade shall as a prerequisite to admission present a certified copy of his or her academic transcript and disciplinary record from the school previously attended.

Immunizations

Students may formally enroll in Brighten Academy pending receipt of their immunization record, for a period not to exceed 30 calendar days from initial entry. The 30-day waiver may be extended from the date of the first admittance, whichever is earlier, for up to 90 calendar days, provided the student is a transfer student from an out-of-state school system to a Georgia school system, or a student entering kindergarten or the first grade from out-of-state. The student must provide documentation to the school from the local health department or a physician specifying that an immunization sequence has been started and that the immunization time schedule can be completed as specified in Policy JBC(1).

Conditional Admission

A transferring student may be admitted on a conditional basis if he or she and his or her parent or legal guardian executes a document providing the name and address of the school last attended and authorizing the release of all academic and disciplinary records to the school administration. The released document must disclose whether or not the student has ever been found guilty of the commission of a designated felony act as defined in O.C.G.A. 15-11-37, and if so the date of such adjudication, the offense committed, the jurisdiction in which such adjudication was made, and the sentence imposed. Upon receipt of the records from the school previously attended, the school administration shall notify the parent(s) or guardian of such receipt, and the parents may request a copy of the records within 10 days of being notified. Within five days of receipt of a copy of the records, the parent(s) or guardian may request, and are entitled to, a hearing before the principal of the school or designee for the purpose of challenging the content of the records. If a student so conditionally admitted is found to be ineligible for enrollment under existing Board policies, he or she shall be dismissed from enrollment until such time as he or she becomes re-eligible and a position is available.

Transfer Students Found To Be Not In Good Standing

No student transferring from another school or school system shall be fully admitted to Brighten Academy unless or until such student presents records showing that he/she was in good standing with that school or school system when last enrolled. The School Executive Director may satisfy this requirement through oral communication with the school district last attended and admit the student upon receiving verbal assurances that he/she is in good standing, not under suspension or expulsion, and that the necessary records are forthcoming.

No student shall be admitted who comes from another school system during a period when suspension or expulsion from that school system is still in effect. If the student still has time remaining under suspension or expulsion before being eligible to return to the school previously attended, the student will not be eligible for admission to Brighten Academy until the expiration of that suspension or expulsion period. If any student seeking admission to Brighten Academy from another system states in writing any good and sufficient grounds showing why this policy should not apply to him/her, a due process hearing will be provided. In any case where a student seeks to transfer from another system who has been expelled from such system, such student is ineligible for admission to Brighten Academy until the expulsion time period has completed. If it is determined from any source that a student has committed a felony act, the School Executive Director shall inform all teachers to whom the student is assigned that they may review, but keep confidential, the information in the student's file received from other schools or from the juvenile courts.

Adopted: 04-13-06
Revised: 07-12-07
Reviewed 12-12-16

Revised: 11-12-18
Revised: 11-2-20
Revised: 02-08-21

Child Abuse and Neglect H2

The Governing Board of Brighten Academy adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

The Governing Board, in recognition of the fact that abused and/or neglected children are less able to regularly attend school and perform to their maximum potential than are other children; and in recognition of the legal mandate which requires educators in Georgia to report suspected child abuse and neglect to the appropriate authorities herewith establish the following policy:

Any person who has reason to believe that a child has had physical injury or injuries upon the child, other than by accidental means, by a parent, or a caretaker, or has been neglected or exploited by a parent or caretaker, or has been sexually assaulted, must report or cause a report to be made to the appropriate school designee with immunity from liability in accordance with all local, state, and federal laws.

Adopted: 04-13-06

Revised: 10-12-09

Revised 12-12-16

Revised 11-12-18

Reviewed: 11-2-20

Reviewed: 01-08-24

Hospital Home Bound

H4

The Governing Board of Brighten Academy adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

Purpose

The Governing Board is committed to providing Hospital/Homebound services (HHB) for continuity of educational services between the classroom and home or health care facilities for students enrolled at the school whose medical needs, either physical or psychiatric, restrict them to their home or a health care facility for a period of time that will significantly interfere with their educational progress.

Instruction

Students will be instructed on the adopted curriculum of the school, in alignment with state/national standards, Section 504 Plan, IEP, and any local curriculum for classes in which the student is enrolled under the direction of the classroom teachers.

Student Eligibility

Eligibility for HHB service is based on the following criteria:

1. The student must be currently enrolled at the school. Private or home school students or students enrolled at another public school are ineligible for services.
2. The student must have a medical and/or psychiatric condition that is documented by a licensed physician or psychiatrist who is currently treating the student for the diagnosis presented. Only a psychiatrist can submit a medical request form for an emotional or psychiatric disorder.
3. The student must be anticipated to be absent for a minimum of ten consecutive school days per year or the equivalent on a modified calendar or the student has a chronic health condition causing him or her to be absent for intermittent periods of time anticipated at a minimum of ten school days per year or equivalent on a modified calendar or five school days on a block schedule calendar.
4. Students approved for Intermittent HHB services must be absent for three consecutive school days on each occurrence before HHB services will be provided.

Application Process

The parent/guardian, emancipated minor, or student 18 years or older should contact the school counselor to discuss HHB and obtain an application.

The school leader or other designee will discuss eligibility, steps in the application process, and distribute the required paperwork.

The parent or guardian must sign the parental agreement concerning HHB policies and procedures. A release for medical information relating to the reason for the request for HHB services shall be required by the school.

The school may require the parent/guardian, emancipated minor, or student 18 years or older to sign the HIPAA form relating to the reason for the request for HHB services. If the request for the signed HIPAA form is made, it must be submitted before services are provided.

The completed application must be returned to the school Executive Director or other designee. An incomplete application may cause a delay in the initiation of services. Only the original paperwork will be accepted as application for HHB services.

Within five school days of receiving the completed application, the school leader or other designee shall notify the designated HHB teacher, parent/guardian, emancipated minor, or student 18 years or older of the time and place of the school team or IEP meeting to discuss HHB services. A telephone conference call or other electronic communication may be considered a meeting. At this meeting, an Educational Services Plan (ESP) will be developed for the student who will be served. This plan must address the disabling condition, anticipated length of absences, accommodations, and modifications to be addressed.

An instructional services schedule will be set up by the HHB teacher.

Attendance

The student shall be counted present for the entire week when he or she is provided instruction on an individual basis or as part of a group by the HHB teacher for a minimum of three hours per week, which shall be documented by the HHB teacher.

If the student is unable to receive HHB instruction during the school week due to his or her medical condition, the school may, at the school's discretion, schedule a make-up session. Once the session is completed, the student may be counted present in accordance with Georgia State Board of Education Rule 160-5-1 Student Attendance.

The health care facility providing HHB services to a student confined in the facility must submit verification of the number of instructional hours the student received to the school leader at the school for the student to be counted present during this time.

Scheduling

The time of the instructional session shall be arranged by the HHB teacher in cooperation with the parent/guardian, emancipated minor, or student 18 years or older. The time of the instructional session will typically occur during the school day.

To comply with the Georgia State Board of Education Rule 160-4-2.31 Hospital/Homebound (HHB) Services and meet attendance requirements, a minimum of three hours of instruction per week must be provided for the student to be counted present by the school.

Instructional Delivery

An individual employed as a HHB teacher must be an employee of the school and must have knowledge of the curriculum and effective instructional strategies.

HHB instruction can be offered on a one-on-one basis, in a small group at the home of the student, at the health care facility where the student is confined, or through online learning courses such as a virtual school or other approved online courses or delivery methods approved by the school leader.

The type of instruction offered is based on the agreement as set forth in the ESP which shall take into consideration the cognitive ability and medical condition of the student.

Instructional materials will be issued to the student or HHB teacher by classroom teachers prior to scheduled HHB visits.

For students participating in online learning courses such as a virtual school or other approved online courses or delivery methods, the HHB teacher may facilitate the learning process, monitor assignments and provide tutoring assistance as defined in the ESP. Participation in the online course or via other online delivery methods will meet the requirement of the minimum of three hours of HHB instruction per school week for the HHB student to be considered present at school.

All state mandated tests will be administered unless the student is approved to take an alternate assessment as stipulated in the ESP.

Termination or Extension of Services

Students will be released from HHB services when the projected return date on the Application for Hospital/Homebound Services Medical Referral Form (exhibit) is reached or if the licensed physician or licensed psychiatrist indicates that the student is released to return to school.

If a student begins work in any capacity, goes on vacation during regularly scheduled school days, participates in extracurricular activities, or is no longer confined to home, services may be discontinued.

When the student returns to school for any portion of the school day other than to participate in state-mandated standardized testing, services may be discontinued.

If three HHB sessions are cancelled without citing extenuating circumstances beyond the control of the student or parent/guardian, services may be discontinued.

When the conditions of the location where HHB services are provided are not conducive for instruction, or threaten the health and welfare of the HHB teacher, services may be discontinued.

HHB services may be extended beyond the originally identified return to school date if the licensed physician or licensed psychiatrist submits a request for extended services.

Reevaluation and medical updates may be required every four weeks.

Adopted: 03-14-11
Reviewed: 02-09-15
Reviewed 12-12-16
Revised 11-12-18
Reviewed: 11-2-20

Intermittent Home Bound – Special Education

H4-R1

The Governing Board of Brighten Academy adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

Student Eligibility

Eligibility for Intermittent Home service is based on the following criteria and provided for under Section 504 of the Rehabilitation Act (504) or the Individuals with Disabilities Act (IDEA):

1. The student must be currently enrolled at the school. Private or home school students or students enrolled at other public schools are ineligible for services.
2. The student must have a medical and/or psychiatric condition that is documented by a licensed physician or psychiatrist who is currently treating the student for the diagnosis presented. Only a psychiatrist can submit a medical request form for an emotional or psychiatric disorder.
3. The need for services must be documented in the student’s 504 Plan or IEP.
4. Students are not eligible if absence is due to communicable diseases (except as specified in State Board Policy IGCC), expulsion, suspension, abuse of chemical substances, or uncomplicated cases of pregnancy. Cases of complicated pregnancy will be approved only with a statement from a licensed medical physician (1) certifying that school attendance would endanger the life of the mother or the child, and (2) specifying the projected length of time this danger would exist.
5. The student must be anticipated to be absent for less than ten school days at a time on an intermittent basis and must be physically able to benefit from educational instruction.
6. Students approved for Intermittent HHB services must be absent for three consecutive school days on each occurrence before HHB services will be provided.
7. A new referral form is required at least annually for services to be provided.

Criteria for Students under Section 504 or who are served through IDEA shall be as follows:

| SECTION 504 STUDENTS | STUDENTS SERVED THROUGH IDEA |
|--|--|
| Establishing Criteria <ul style="list-style-type: none"> ● Medical diagnosis of physical condition established by a licensed physician. ● Documented condition may result in frequent intermittent absences. ● Physician form must be completed annually ● Anticipated need for services should be documented in 504 Plan and continuum of services discussed. ● Copies of 504 Plan and medical referral form should be provided to the school leader or SPED designee. | <ul style="list-style-type: none"> ● Medical diagnosis of physical condition established by a licensed physician. ● Documented condition may result in frequent intermittent absences. ● Physician form must be completed annually ● Anticipated need for services should be documented under health concerns in IEP minutes and continuum of services discussed. ● Copies of IEP or Amendment and medical referral form should be provided to the school leader or SPED designee. |

| How to Access Services for Section 504 Students | How to Access Services for Students Served through IDEA |
|---|---|
| <ul style="list-style-type: none"> ● Contact school leader or designee ● Primary teacher gathers assignments/materials for the Intermittent Home Service Provider. Assignments/materials may be sent home with the student or with the Intermittent Home Service Provider. ● Primary teacher calls home to explain assignments and to determine services needed. ● 40 minutes of instruction must be provided to be counted present per day. <ul style="list-style-type: none"> ○ Student can make up time before and after school with primary teacher and parent must agree to transport student. If student is enrolled in after-school program, instruction may be provided in this timeframe. ○ Student can be considered for any available before or after school tutoring or Saturday School. ○ Services can be provided in the home by a designated Intermittent Home Service Provider. | <ul style="list-style-type: none"> ● Contact school leader or designee ● Primary teacher gathers assignments/materials for the Intermittent Home Service Provider. Assignments/materials may be sent home with the student or with the Intermittent Home Service Provider. ● Primary teacher calls home to explain assignments and to determine services needed. ● 40 minutes of instruction must be provided to be counted present per day. <ul style="list-style-type: none"> ○ Student can make up time before and after school with primary teacher and parent must agree to transport student. If student is enrolled in after-school program, instruction may be provided in this timeframe. ○ Student can be considered for any available before or after school tutoring or Saturday School. ○ Services can be provided in the home by a designated Intermittent Home Service Provider. |
| Documentation of Provided Services | Documentation of Provided Services |
| <ul style="list-style-type: none"> ● Intermittent Home Service provider completes timesheet documenting direct services and turns it in to attendance clerk to make necessary adjustments to attendance data. ● A copy of the timesheet will be maintained in the SST file. | <ul style="list-style-type: none"> ● Intermittent Home Service provider completes timesheet documenting direct services and turns it in to attendance clerk to make necessary adjustments to attendance data. ● A copy of the timesheet will be maintained in the IEP file. |

Instruction

Students will be instructed on the adopted curriculum of the school, in alignment with state/national standards, Section 504 Plan, IEP, and any local curriculum for classes in which the student is enrolled under the direction of the classroom teachers.

Instruction will be provided as determined by the SST or IEP committee and may be offered in a variety of settings as provided for in these regulations.

Services provided in the student’s home require the presence of an adult other than the Intermittent Service Provider during the entire home instruction period.

The Intermittent Service Provider must be notified in advance if the student is unable to keep the appointment.

The student is responsible for completing assignments as required by the teacher(s).

Work will be submitted to the classroom teacher(s) for grading and recording.

Termination or Extension of Services

Services will be discontinued if student's medical condition no longer results in frequent, intermittent absences OR become so frequent that the student is eligible for Hospital Homebound services. A referral for this program would then be required.

Adopted: 03-14-11

Revised: 12-12-16

Revised: 11-12-18

Revised: 11-2-20

Hospital Home Bound Referral

H4-E1

BRIGHTEN ACADEMY

5897 PRESTLEY MILL ROAD, DOUGLASVILLE, GEORGIA 30135

TELEPHONE: (770) 615-3680 FAX: (770) 575-3614

REFERRAL FOR HOSPITAL/HOMEBOUND INSTRUCTION SERVICES

PARENT REQUEST FOR SERVICES

Student Name Last _____ First _____ MI _____ Date of Birth _____
Address _____ City _____ Zip Code _____
Phone Number _____ Alternate Phone Number _____
School _____ Grade _____

PARENT AUTHORIZATION: I hereby request hospital/homebound instruction for my child. I realize these services may be provided at the location (school or home) as determined by the committee. I have read the guidelines and instructions on the reverse side of this form and agree to abide by them. I also authorize any doctor or health care facility to release my child's medical information regarding this illness to Brighten Academy.

Name of the adult who will be in the home during the student's instruction _____
Relationship to child _____
Print Parent or Guardian Name _____
Parent or Guardian Signature _____ Date _____

Tracking Dates and Initials

Form Given to Parent _____
Returned to School _____
ESP Meeting _____
Service Begins _____

Executive Director's Signature _____
Date _____
Approved _____ Not Approved _____

HHB Teacher Assigned and Date _____
Is this student in any special education programs? (Be specific as to type of program) _____
The school shall be responsible for providing assignments for the student until the date student is enrolled in HHB program.
Executive Director
Signature _____ Date _____

MEDICAL CERTIFICATION (To be completed in full by the attending physician)

This program is provided for students with extenuating medical conditions, which restrict them to a health care facility, or the home for a minimum of ten consecutive school days. Three (3) contact hours by the hospital/homebound teacher per week are required. Brighten Academy reserves the right to request a second opinion.

RE-EVALUATION AND MEDICAL UPDATE MAY BE REQUIRED EVERY FOUR WEEKS

This portion must be completed in detail in order for determination to be made concerning services.

Diagnosis _____
Indicate any limitations or restrictions during instruction (including the effects of any medications) _____

Student will be restricted to _____ health care facility or _____ home from ____/____/____ to ____/____/____

Date of most recent examination ____/____/____ Date of next examination ____/____/____

Student can begin HHB instruction on ____/____/____ Student will need instruction for approximately _____ weeks.

I certify that this student's physical condition debilitates him/her for a minimum of 10 consecutive school days and restricts him/her to the home or a health care facility and that this student is physically able to participate in educational instruction.

Physician's typed or printed name Physician's Signature **ONLY** Date

Address: _____ Phone _____ Fax _____

Reviewed: 11-2-20

Updated Jan. 8, 2024

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Hospital Home Bound Instructions

H4-E2

HOSPITAL/HOMEBOUND INSTRUCTIONS AND PARENT INFORMATION

Hospital/Homebound (HHB) services are designed to provide continuity of educational services between the classroom and home or health care facility for students in Douglas County public schools whose medical needs, either physical or psychiatric, restrict them to a health care facility or their home for a period of time that will significantly interfere with their education.

STUDENT ELIGIBILITY

Eligibility for HHB Services is based on the following criteria:

1. The student must be enrolled in Brighten Academy.
2. The student must have a medical and-or psychiatric condition that is documented by a licensed physician or a psychiatrist who is currently treating the student for the diagnosis presented. Only a psychiatrist can submit a medical request form for an emotional or psychiatric disorder.
3. The student must be anticipated to be absent for a minimum of ten consecutive school days per year or the equivalent on a modified calendar or the student has a chronic health condition causing him or her to be absent for intermittent periods of time anticipated at a minimum of ten school days per year or equivalent on a modified calendar or five school days on a middle school block schedule per year.
4. Students approved for intermittent HHB services must be absent for three consecutive school days on each occurrence before HHB services will be provided.

INSTRUCTION

Instruction will be provided as outlined in the Educational Service Plan for this student. Instructional services will be offered in a home or health care facility setting. An adult must be present during the entire home instructional time. The student will be counted present when instructional services are provided for three hours per week.

PLEASE READ THE FOLLOWING PARENT INFORMATION CAREFULLY

Your cooperation is important.

1. A parent or responsible adult must be at home the entire time that the instructor is in the home.
2. A clean, comfortable, well-lighted place for the student to work, away from any distractions will be provided.
3. The student will be prepared for instruction with all books and completed assignments.
4. The hospital/homebound instructor should be notified within 24 hours prior to the scheduled appointment if the student is unable to receive instruction at the scheduled time.
5. The student is expected to return to school as soon as possible or when no longer restricted to home or health care facility.

6. TERMINATION/EXTENSION OF SERVICES

7. Students will be released from HHB services when the projected return date on the Application for Hospital/Homebound Services Medical Referral Form is reached or if the licensed physician or licensed psychiatrist indicates in writing that the student is released to return to school.
8. When the student is employed in any capacity, goes on vacation during the regularly scheduled school day, participates in extracurricular activities, or is no longer confined to home, services may be discontinued.
9. When the student returns to school for any portion of the school day other than to participate in state-mandated standardized testing, services may be discontinued.
10. If three HHB sessions are cancelled without citing extenuating circumstances, services may be discontinued.
11. When the conditions of the location where HHB services are provided are not conducive for instruction or threaten the health and welfare of the HHB teacher, services may be discontinued.
12. Hospital Homebound services may be extended beyond the originally identified return to school date if the licensed physician or psychiatrist submits a request for extended services on an updated medical form.
13. Reevaluation and medical updates may be required every four weeks.

Reviewed 12-12-16

Revised 11-12-18

Reviewed: 11-2-20

Hospital Home Bound Educational Service Plan H4-E3

EDUCATIONAL SERVICE PLAN FOR STUDENTS RECEIVING HOSPITAL/HOMEBOUND SERVICES BRIGHTEN ACADEMY

Conference Date _____ Location _____

Student Name _____ Address _____

M _____ F _____ Date of Birth _____

Parent Name _____

Parent Phone Number _____ Alternate Phone Number _____

School _____ Grade _____ Special _____

Education _____ Counselor _____

Proposed Educational Plan

Instructional Beginning Date _____ Ending Date _____

Medical Considerations and Accommodations:

Instructional Modifications to be met:

Does student have a computer with DSL, high speed, or wireless connection at the instruction location? _____yes _____no

Is the student registered in any classes that require internet connectivity? _____yes _____no

Student email _____ Parent email _____

Anticipated date of student's return to school _____

Strategies/Accommodations to facilitate the student's reentry to school:

Attendees (Name and Title):

Reviewed 12-12-16

Reviewed 11-12-18

Reviewed: 11-2-20

Updated Jan. 8, 2024

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Inoculations

H5

The Governing Board of Brighten Academy adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

Students attending Brighten Academy must meet the immunization requirements as prescribed by Georgia Law.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 10-12-09

Reviewed: 01-09-17

Reviewed 12-10-18

Reviewed 11-30-20

Locker Agreement

H6-R1

Brighten Academy Locker Lease Agreement

We are pleased to offer our Middle School Phoenix the opportunity to use lockers this school year. The use of lockers is considered a privilege, and with this privilege comes responsibility. Below are the terms of the Locker Lease Agreement. Please read these terms carefully and sign below if you agree to abide by them. Locker procedures, rules, and responsibilities will be strictly enforced.

GENERAL REQUIREMENTS AND INFORMATION

- At the beginning of the locker lease, a non-refundable fee will be assessed. The student will receive a receipt for payment of their lease.
- The school is considered the owner of the locker. The student is considered the renter of the locker space.
- Students and Parents will be responsible to damage of the lockers during the lease term.
- Students are responsible for ensuring their locker combinations are kept private and the lockers are locked. The school is not responsible for lost or stolen items in or near lockers.

USE OF LOCKERS

Lockers are to be used to store school supplies, coats, and other personal items necessary for use at school. Lockers shall not be used to store items which cause, or can reasonably be foreseen to cause, an interference with school purpose, educational function, or which are forbidden by state law or school rules.

LOCKER RULES

- Students shall ONLY be permitted to access lockers at the designated times. Students shall plan accordingly for what they will need. There will be no passes or exceptions.
- Students will be mindful of nearby classrooms and will QUIETLY open and close their lockers.
- Students will not congregate or socialize around the lockers or block the hallways. Hallway rules apply.
- Students will keep their lockers clean and orderly so that students above/below them are not impacted either by time or safety.
- Students will not store liquids, drinks, food, candy, or gum in lockers.
- Students may use mirrors, decals, locker organizers, etc. which are magnetic. Students may NOT use stickers or write/paint inside or outside of the lockers.
- Students may not place items (e.g., notes, candy, gum, etc.) in other students' lockers.
- To avoid mildew, students should not leave wet clothing in lockers.
- Students shall keep locker combinations PRIVATE and not share them with other students for any reason.
- Students may be assigned a locker partner. Students will not allow other students who are not authorized by administration to share lockers for any reason.

- Heavy items shall not be hung on the hooks. The hooks are intended for coats, jackets, and light items.

LOCKER INSPECTION AND SCHOOL ACCESS

- The administration retains the right inspect lockers. Before a particular student's locker is inspected, the student (or students), if present on school premises, shall, where practicable, be contacted and given the opportunity to be present during the inspection unless circumstances require that the inspection be conducted without delay in order to protect the health and safety of others present on school premises. Whenever an individual student's locker has been inspected under this rule without the student's presence, an administrator shall notify the student of such inspection as soon as possible thereafter. If, in the case of an emergency inspection, administration is unable to open the student-provided lock, the lock may be broken while accessing the contents.
- An inspection of all lockers will be conducted periodically by an administrator, either as a whole group, small group, or an individual to impede or substantially reduce the risk of (1) interference with school purposes or educational function, (2) a physical injury or illness, (3) damage to personal or school property, (4) violation of state or school rules. The school retains the right to search lockers with the student. The inspector shall take care to avoid disrupting the contents of the locker or intruding unnecessarily into student's private material or belongings. The school retains the right to request the assistance of law enforcement officials in order to protect the health and safety of persons or property.
- The custodial staff, under the direction of an administrator, may access lockers for maintenance or cleaning.
- All contraband confiscated from lockers may be disposed of by the administrator as he/she deems appropriate, including, but not limited to: (1) return to owner or parent, (2) Use as evidence in a student disciplinary hearing, (3) Delivery to law enforcement, (4) Destruct/Dispose, (5) Donate.

LOCKER CLEANING

- Lockers should be periodically cleaned and organized; however, a thorough cleaning should take place prior to the December holiday break.
- At the end of the school year, the lockers shall be cleaned out at the designated time and left in excellent condition.

LOCKER VIOLATIONS

- Violations of the terms of the locker lease agreement or misuse of locker privileges will result in suspension or revocation of locker privileges at the discretion of an administrator and according to the Behavior Code.
- Violations of other school rules or procedures may also result in suspension or revocation of locker privileges.

AGREEMENT

I understand the terms of this locker lease agreement and agree to fully abide by the terms set forth.

| Student | Date | Date | Parent |
|---------|------|------|--------|
| Teacher | Date | Date | Parent |

Reviewed: 01-09-17
 Revised: 12-10-18
 Revised: 11-30-20
 Reviewed: 07-24-23

Food Service Charges

H7

The Brighten Academy Governing Board adopts the following policy which shall be effective on the date the policy is adopted by the Board.

Purpose – To provide a vehicle whereby elementary and middle school students may accumulate a maximum of \$8.00 in charges. This \$8.00 limit includes any charges for all purchases made through the school meals programs. Adults will not be allowed to accumulate a charge. A la carte purchases will not be allowed if a child owes a charge. After the \$8.00 limit is reached, a student may be offered a meal alternate for nominal fee. This procedure is to ensure that a child will not go hungry during the school day while potential losses of school food service funds will be limited.

Procedures and Responsibilities

1. The Cafeteria Manager and designated administrator will be responsible for seeing that this charge regulation is enforced.
2. The manager or designee will provide notice warning students and parents when students are approaching charge limits. Formal notice will be provided to parents after the outstanding balance meets or exceeds \$8.00.
3. A charge listing will be generated and applicable teachers will be notified.
4. Students who are over the charge limit and are without a lunch will be offered an alternate meal for a nominal fee.
5. Account statements will be available to parents via the payment portal.
6. The Cafeteria Manager and designee will work closely with the school principal, parents, teachers and students to see that charges are within limits.
7. Families are encouraged to complete an application for meal assistance each school year. Applications are accepted throughout the year, and benefits do not carry over from year to year.

Adopted: 10-12-09

Revised: 09-24-12

Revised: 07-28-14

Reviewed: 01-09-17

Reviewed: 12-10-18

Revised: 09-09-19

Revised: 08-09-21

Revised: 07-18-22

Reviewed: 07-24-23

Student Due Process

H8

The Governing Board of Brighten Academy adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

Referral for Due Process Hearing

Referral to Due Process Hearing is precipitated by any of the following events:

- Disciplinary matters that have been exhausted by the classroom teacher(s) or Administrator(s)

Disciplinary Matters

Students will be referred to the Brighten Academy Due Process Hearing upon request of the Administrator(s), when a student has exhausted all administrative remedies (including parent/teacher conferences (level II) and Student Support Team Conferences). In the case of serious misconduct, such as zero tolerance infractions, the Administrator(s) shall refer a student directly to the Due Process Hearing committee.

Once a student has been referred to the Due Process Hearing, the referral and the reasons for it will be recorded in the student's record and sent to the Douglas County School System. A student may not withdraw with pending unresolved discipline.

Multi-Tier System of Supports (MTSS) for Disciplinary Matters:

Tier 2 Support:

Referral to Tier 2 of the MTSS is held as a level of support for the student. The committee will discuss strategies and develop interventions to help the student meet his or her goals. Present will be the teachers, Tier 2 support staff, and the student (if appropriate).

Student Support Team Committee:

A Student Support Team conference is the 2nd level of support provided to students before going to Due Process Hearing. Present will be the Administrator(s), teachers, parents, and the student. The previous interventions (from Tier 2) will be discussed to determine what goals were not successful. An alternative Behavior Contract will be developed by either adding to the existing interventions or adding a new one that will attempt to improve the student's behavior.

Failure to adhere to the Behavior Contract will result in a referral to the Due Process Hearing.

Due to reciprocity with the Douglas County School System, a student who is not allowed to attend Brighten Academy for disciplinary reasons may be considered by the Douglas County School System for the Douglas County Student Behavior Tribunal and may experience consequences such as alternative school, expulsion or other like consequences determined by the Douglas County School System.

Due Process Hearing Participants:

Present will be:

- The Administrator(s)
- Certified Hearing Officer
- All teachers who are involved with the student will be allowed and encouraged to attend.
- Parents/Guardian of the student

- Student

Due Process Hearing Procedure:

A Charge Form will be issued within 24 hours of learning of the infraction. The Due Process Hearing will meet within 10 days of the charge unless otherwise agreed to by all parties.

Meeting minutes will be provided to the parents.

The Hearing Officer shall remain impartial and shall ensure due process for the student.

The Administrator will report the charge to the Hearing Officer.

All meeting minutes will be recorded and kept with the students records in grades 6-8.

The Hearing Officer is given the authority to preside over the hearing and determine appropriate consequences and will introduce all participants and their role/relationship to the student.

Due Process Hearings are not criminal or civil courts of law.

Appropriate parties will be informed that a consequence of expulsion will result in expulsion from all public schools in Georgia.

The certified Hearing Officer is given the statutory authority to impose suspension or expulsion. The Hearing Officers must be current on required training and follow due process procedures.

Decisions up to and including expulsion rendered by the Hearing Officer are binding unless appealed.

Appeal:

Any decision by the Hearing Officer may be appealed to the Brighten Board by filing a written notice of appeal within 20 days from the date the decision is rendered. The appeal decision shall be based solely on the record and shall be given to all parties within 10 business days. Any decision by the Brighten Academy Board may be appealed to the State Board of Education by filing an appeal in writing within 30 calendar days after the Brighten Academy renders its decision.

Readmission to Brighten Academy pending consequences served is allowed following standard admission procedures.

Adopted: 01-10-08

Revised: 07-28-08

Revised: 12-14-12

Reviewed: 03-09-15

Reviewed: 01-09-17

Revised: 06-11-18

Revised: 06-10-19

Revised: 09-09-19

Revised: 11-30-20

Revised: 06-13-22

Medicine

H9

The Brighten Academy Governing Board adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

Medication Policy

A designated employee may provide assistance with medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

1. Prescription drugs must be in the original container, bear the name of the student, the name of the physician and the name of the pharmacy filing the prescription. Over-the-counter drugs must be maintained in the original container.
2. An "Assistance with Medication" form is completed by the parent or guardian for each medication.
3. A designated employee shall keep a written report of medication taken by the student.
4. Brighten Academy reserves the right to refuse to administer certain types of medication (shots, suppositories) at the discretion of the school nurse or Administrator(s) when such administration could prove harmful to staff or students.

The school will also provide training to at least two (2) staff members on diabetes.

All medications, prescription or over the counter, must be kept in the designated school clinic and cannot be carried on a student or in a student's belongings without permission to carry.

Permission to Carry Medication

Students who have a medical necessity to carry their own medication must complete an "Authorization to Carry Medication Form" provided by administration.

Prohibited Substances

Over-the-counter vitamins, supplements, CBD products, items containing THC or marijuana, and homeopathic remedies are prohibited on the Brighten Academy Charter School campus and at school sponsored events.

Authorization for Emergency Medication

Schools are authorized to train an employee to administer an Epi pen, Glucagon, or a nebulizer/inhaler without a prescription in the event of medical emergency that involves a student.

Seizure Plan

Any seizure plan for any Brighten Academy student should be communicated and copies kept in the designated school clinic and main office. Schools are authorized to train applicable school employees on the seizure plans.

Adopted: 04-13-06

Revised: 02-10-20

Revised: 07-12-07

Reviewed 11-30-20

Revised: 10-12-09

Revised: 12-11-23

Revised: 06-08-15

Reviewed: 01-09-17

Reviewed: 12-10-18

Updated Jan. 8, 2024

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Records Copying H10

The Governing Board of Brighten Academy adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

In an effort to have student records available in a timely manner, and to offset costs associated with producing documentation, Brighten Academy will:

- Require at least 48 hours advance notice of the request for student records
- Have charges of 25 cents per page, which will be payable upon receipt by cash
- Notify the parent/guardian when the copies are available for pickup

The charges associated with copying do not include faxes or copies to school officials for purposes of Release of Information, Request for Information, or Request for Transcripts.

Student cumulative records will contain, but are not limited to:

- Identifying data
- Academic achievement
- Attendance data
- Standardized test scores
- Proof of Residency
- Immunization records
- Required health screenings
- Transcript

Adopted: 07-26-10

Reviewed: 03-09-15

Reviewed: 02-13-17

Reviewed: 01-07-19

Reviewed: 01-11-21

School Admission

H11

The Brighten Academy Governing Board adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

Eligibility

All students who are residents of Douglas County are eligible to apply to Brighten Academy. The school will not discriminate on the basis of intellectual or athletic ability, measures of achievement or aptitude, disability, proficiency in English, or any other basis prohibited by law. Students will not be required to complete any test or measure in order to be admitted to Brighten Academy. Once students are formally enrolled, formal and informal assessments will be administered to determine the most appropriate instructional plan and grade placement for each student.

Registration

Brighten Academy's enrollment period is from February 1st until February 15th of each calendar year for the following school year. Applications received after the February 15th deadline will be placed after all students from open enrollment are placed in a class or on a waitlist. No applications will be received before February 1st.

All applications for the Brighten Academy lottery must be electronically submitted via the link posted at www.brightenacademy.com on or before 4:00 p.m. February 15. Regardless of Brighten Academy being closed on February 15th, all applications must be electronically submitted by 4:00 p.m. February 15. All applications must be complete.

Failure to have a completed application electronically submitted via the school website by this deadline will constitute a waiver of inclusion in the lottery for the following school year.

Brighten Academy STRONGLY encourages all applicants to print/save an electronic receipt of the online lottery application, as prompted through the entry collection link. Any applications not timestamped by the deadline will be deemed to have waived participation in the lottery regardless of reason.

All procedures regarding admission to Brighten Academy will be published in Brighten Academy Board Policy Manual, which is accessible on our website and at the school.

A register of all complete and timely received applications will be kept in the office of Brighten Academy for review by applicants. Applicants are encouraged to assure their application is correctly catalogued on the register prior to the lottery.

In order to complete the registration process the following must be received by Brighten Academy: completed enrollment application (including the release of records and all required supporting documentation (such as proof of residency, immunizations). Applications which are timely received but are incomplete due to circumstances beyond the control of the applicant will be included in the lottery at the discretion of the Executive Director with a right of appeal to the Governing Board.

Priority Enrollment

Priority for enrollment will be given in the following order:

1. CURRENTLY ENROLLED STUDENTS

2. **FACULTY, STAFF AND BOARD MEMBER CHILDREN:** Children of full time faculty and full time instructional staff and current Governing Board Members. Full time instructional staff hired after the lottery date for the following school year will be given priority over Governing Board children.
3. **SIBLINGS:** Siblings of students currently enrolled on the date of the lottery. For the purposes of priority enrollment, a sibling is defined as a child who lives more than 50% of the time in the same home and has the same parent or legal guardian as the current Brighten Academy student. The home and the parent / legal guardian must reside in Douglas County.
3. **OTHERS:** All other eligible students

Students who reside outside of Douglas County will not be enrolled at Brighten Academy, with the exception for children of staff members.

Lottery

If the number of applications exceeds the grade level capacity during any phase of placement a lottery will be held to populate a wait list with priority being given as outlined in the Priority Enrollment section.

Wait List

Lottery positions and waiting list positions will not be secured from year to year. Those offered the opportunity to enroll from the waiting list will have three days to complete the registration process before the opening will be offered to the next student on the waiting list.

It is the responsibility of the wait listed parent or guardian to provide updated contact information including a phone number and address, and an email if possible.

The Director of Finance and Human Resources or designee will contact the next person on the wait list if a slot becomes available according to the policies set forth by the Brighten Academy Governing Board. The Director of Finance and Human Resources or designee will contact wait listed parents by phone, and if available, by email. Every effort will be made to reach the individual in person; however, if this is not possible, a message will be left on the phone and/or email.

The parents will be given 72 hours to contact the Brighten Academy Director of Finance and Human Resources or designee and make a decision to accept the opening. If contact or a decision is not made within this time frame, the next child on the wait list is extended the offer.

Recruitment of students is the responsibility of Brighten Academy. Public notices will be made regarding the pre-enrollment period. During the recruitment process, Brighten Academy will provide parents of potential students with accurate information about the programs, services, and amenities available.

Brighten Academy will provide the names and addresses of all enrolled students to the Douglas County School System no later than April 1. Brighten Academy will also provide any necessary data for state funding reporting and enrollment monitoring. It is assumed that the Douglas County School System will provide Brighten Academy access and support on the student information system being utilized.

Adopted: 10-18-07
Revised: 03-13-08
Revised: 06-24-13
Revised: 01-09-17

Revised: 01-07-19
Revised: 01-11-21

School Attendance

H12

The Brighten Academy Governing Board adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

Purpose

In order to receive maximum benefit from the instructional activities, students are expected to be in school each day unless excused for legitimate reasons. A child's attendance patterns often have a direct link with achievement. Frequent absences hurt academic performance. Georgia State Law mandates that unless children are ill, they must be in school on time every day. Good attendance habits positively impact the learning process and carry over into the world of work. While teachers and administrators are charged with the responsibility of providing worthwhile daily activities for students, the student and their parents must assume responsibility for being punctual and regular in attendance. It is the position of the Brighten Academy Governing Board that every day at school is important and that no student ever be absent except for extraordinary reasons.

To emphasize the importance of good attendance, and to provide consistency throughout the school system, the following guidelines will be used.

Attendance Rules

Excused absences are those due to emergencies such as:

1. Personal illness or attendance in school endangers a student's health or the health of others.
2. A serious illness or death in a student's immediate family necessitating absence from school
3. A court order or an order by a governmental agency, including pre-induction physical examinations for service in the armed forces, mandating absence from school.
4. Observing religious holidays, necessitating absence from school.
5. Conditions rendering attendance impossible or hazardous to student health or safety.
6. A student whose parent or legal guardian is in military service in the armed forces of the United States or the National Guard, and such parent or legal guardian has been called to duty for or is on leave from overseas deployment to a combat zone or combat support posting, shall be granted excused absences, up to a maximum of five school days per school year, for the day or days missed from school to visit with his or her parent or legal guardian prior to such parents or legal guardians deployment or during such parents or legal guardian leave.
7. Any other reason approved by the Georgia State Board of Education.
8. Students shall be counted present when they are serving as pages of Georgia General Assembly.

Unexcused absences are all failures to attend school other than those specifically excused by the administration.

Absences and tardies will be recorded in each class. Absences and tardies from school will be recorded on the student permanent record. A student must be present at school for at least one-half of the required instructional school day to be counted present for the day:

For any of the aforementioned reasons, Georgia State Law further stipulates that parents must notify their child's school office within 24 hours by phone or email if you feel there's a possibility that your child might miss more than one day. If a student is absent from school, the student must always bring an excuse from home and provide the note to the homeroom teacher upon return. The written excuse note must be submitted to the school, whether or not a contact is made by phone, within 3 days of the absence(s).

All work missed due to illness must be made up by the student within a reasonable time, or receive "incomplete" scores in work missed. At the middle school level, it is the student's responsibility to make arrangements with the teacher(s) for make-up work.

In order to participate in an extracurricular or after school activity, a student must be present on the school day of the activity.

For each absence beyond ten (10) absent days, students must bring an excuse note/letter from a doctor, dentist, healthcare provider, or court clerk for the absence(s) to be excused.

Unexcused or questionable absences will be followed up by school personnel; please note:

1. Student absentee phone calls are made to parents (preferably by teachers) and documented by the designated individual in the school.
2. Any parent, guardian, or other person having control or charge of any child or children between the ages of six and sixteen shall send such child or children to school. On the sixth unexcused absence a violation of this code (O.C.G.A. 20-2-690.1) will result in said person being guilty of a misdemeanor. Upon conviction thereof, shall be subject to a fine of not less than \$25.00 or greater than \$100.00, imprisonment not to exceed 30 days, community service, or any combination of such penalties. Two reasonable attempts to notify the parent/guardian will be made by the school on the fifth unexcused absence. If no response is achieved the school shall send a notice by certified mail, return receipt requested. Each day's absence from school after notification on the fifth unexcused absence shall constitute a separate offense.

Brighten Academy will follow all local and state authorities' guidance in relation to school attendance during a public health or safety crisis.

Adopted: 04-13-06

Revised: 07-15-07

Revised: 06-24-13

Revised: 05-19-14

Revised: 02-13-17

Revised: 11-12-18

Revised: 07-27-20

Revised: 01-11-21

Revised: 07-24-23

Student Attendance – Middle School H12-R1

The Brighten Academy Governing Board adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

Guidelines for Addressing Absenteeism, In Grades 6 – 8

Absences will be followed up by school personnel in the following manners. School days missed as a result of an out-of-school suspension shall not count as unexcused days for the purpose of determining student truancy.

When a student is absent:

The teacher will check for a parent excuse or notification.

The teacher will give all excuses to the Attendance Clerk each morning by 9:00 a.m.

The student will ask the teacher(s) for makeup work. The teacher(s) will set a reasonable timeline for return of work.

After 3 - 4 unexcused absences:

The school will attempt to contact the parents by phone and/or email.

After five unexcused absences:

- The school will make two attempts to contact the parent by phone/and or email. In addition, the Excessive Unexcused Absences Letter #1 will be mailed or emailed to inform the parents of the student's unexcused absences.
- However, if the student is in school, the student will be called in the office during these attempts and a "conference of record" will occur. This conference can replace mailing notice if the parent is reached by phone or is present. A copy of the student's attendance report and the Excessive Unexcused Absences Letter #1 will be given to the student to take home to assist the parent in correction of the record. The conference of record will be recorded on a copy of the same attendance report and any notes of discussion with the parent/student will signatures of all parties present.
- If these steps fail to result in contact with the parent(s), then the Excessive Unexcused Absences Letter #1 and the attendance report shall be sent via certified mail with a return receipt.

Upon the seventh unexcused absences:

- The school will ensure that the unexcused absences are verified.
- The school will send a second Excessive Unexcused Absences Letter via first class mail or email to inform the parents of the student's unexcused absences. A copy of the current Attendance Policy will be sent with the letter as well.
- However, if the student is in school, the student will be called in the office during these attempts and a "conference of record" will occur. This conference can replace mailing notice if the parent is reached by phone or is present. A copy of the student's attendance report and a second Excessive Unexcused Absences Letter will be given to the student to take home to assist the parent in correction of the record. The conference of record will be recorded on a copy of the

same attendance report and any notes of discussion with the parent/student and will include signatures of all parties present.

- The Student/Parent will be referred to the School Social Worker. Copies of the completed checklist [JBD-E(1)] and all letters shall be submitted with the referral.
- For students under 16 years of age, the school will develop an intervention plan that requires a parent/guardian agreement to interventions which specifically address the attendance problem. If the intervention plan is not successful the School Social Worker will refer the student/parent to the Truancy Task Panel and complete required documentation.
- Students, 16 and over, who are found to be off roll for more than 10 consecutive unexcused days will also be withdrawn.

After seven unexcused absences (age 14 and older):

The school will send a letter of non-compliance home via first Class Mail notifying the parent that the student has seven unexcused absences and upon the tenth unexcused absence, will violate the State's attendance requirements regarding the denial of Georgia Driver's Permits and Licenses.

After ten unexcused absences (age 14 and older):

The school will submit a Certificate of Non-Compliance to the Douglas County Schools' Director of Safety. The Director of Safety will notify the Department of Motor Vehicle Safety (DMVS) of the noncompliance to deny or revoke the student's Driver's Permit/License.

Adopted: 04-13-06

Revised: 02-11-19

Revised: 06-24-13

Revised: 01-11-21

Revised: 05-19-14

Revised: 09-14-15

Reviewed: 02-13-17

Student Attendance – Elementary School H12-R2

The Brighten Academy Governing Board adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

Brighten Academy Guidelines for Addressing Absenteeism in Grades K – 5

Absences will be followed up by school personnel in the following order:

School days missed as a result of an out-of-school suspension shall not count as unexcused days for the purpose of determining student truancy.

When a student is absent:

The teacher will check for a parent excuse or notification.

The teacher will give all excuses to the Attendance Clerk each morning by 9:00 a.m.

Teacher(s) will assign make-up work and set a reasonable timeline for return of work.

After three and four unexcused absences:

The school will attempt to contact the parents by phone and/or email.

After five unexcused absences:

- The school will make two attempts to contact the parent by phone/and or email. In addition, the Excessive Unexcused Absences Letter #1 will be mailed or emailed to inform the parents of the student's unexcused absences.
- However, a fifth-grade student is in school, the student will be called in the office during these attempts a "conference of record" will occur. This conference can replace mailing notice if the parent is reached by phone or is present. A copy of the student's attendance report and the Excessive Unexcused Absences Letter #1 will be given to the student to take home to assist the parent in correction of the record. The conference of record will be recorded on a copy of the same attendance report and any notes of discussion with the parent/student and will include signatures of all parties present.
- If these steps fail to result in contact with the parent(s) then the Excessive Unexcused Absences Letter #1 and the attendance report shall be sent via certified mail with return receipt.

Upon the seventh unexcused absences:

- The school will ensure that the unexcused absences are verified.
- The school will send a second Excessive Unexcused Absences letter via first class mail or email to inform the parents of the student's unexcused absences. A copy of the current Attendance Policy will be sent with the letter as well.
- However, if a fifth-grade student is in school, the student will be called in the office during these attempts and a "conference of record" will occur. This conference can replace mailing notice if the parent is reached by phone or is present. A copy of the student's attendance report and a second

Excessive Unexcused Absences Letter will be given to the student to take home to assist the parent in correction of the record. The conference of record will be recorded on a copy of the same attendance report and any notes of discussion with the parent/student and include signatures of all parties present.

- The student/parent will be referred to the School Social Worker. Copies of the completed checklist [JBD-E(1)] and all letters shall be submitted with the referral.
- For students under 16 years of age, the school will develop an intervention plan that requires a parent/guardian agreement to interventions which specifically address the attendance problem. If the intervention plan is not successful the School Social Worker will refer the student/parent to the Truancy Task Panel and complete required documentation.

School days missed as a result of an out-of-school suspension shall not count as unexcused days for the purpose of determining student truancy.

Adopted: 04-13-06
Revised: 06-24-13
Revised: 05-19-14
Revised: 09-14-15
Reviewed: 02-13-17
Revised: 02-11-19
Revised: 01-11-21

Excessive Absences Letter

H12-E1

Date _____

Student Name:
Parent's Name:
Address:

Dear Parent / Guardian

This letter is to formally notify you that as of _____,
_____ has accumulated _____ absences, and _____ of these are unexcused absences. Please contact the school if this absence information is not correct. The dates of the absences are as follows: [Insert dates of absences]

Any parent, guardian, or other person residing in this state who has control or charge of any child or children between the ages of 6 and 16 or has a child "under age seven and enrolled for 20 days" in a school in Douglas County Schools who accumulates more than (5) unexcused absences is in violation of the Compulsory Education Law, (O.C.G.A. 20-2-690.1), a misdemeanor. Said person shall be notified that each unexcused absence after this notice constitutes a separate offense as a misdemeanor. Upon conviction thereof, each offense shall be subject to a fine of not less than \$25.00 or greater than \$100.00, imprisonment not to exceed 30 days, community service, or any combination of such penalties, at the discretion of the court having jurisdiction.

This violation of Georgia Law has been referred to (insert Law Enforcement Agency) for further investigation and intervention. Please refer to the enclosed attendance policy and make every effort to have punctual and regular attendance at school. For Students in grades 6 - 8: upon the student's 11th unexcused absence, a Form 90 will be submitted for truancy (which will initiate the process of bringing the child before the Juvenile Court).

Sincerely,

School Counselor

cc: Brighten Academy's Representative Social Worker

Revised: 01-11-21

Student Attendance, Absences, and Excuses

H13

The Brighten Academy Governing Board adopts the following regulation which shall be effective on that date that the policy is adopted by the Board.

Purpose

It is impossible for a student to realize the full benefits of the charter school program unless the student attends school regularly.

Definitions

Truant – any child subject to compulsory attendance who during the school calendar year has more than five days of unexcused absences. School days missed as a result of an out of school suspension shall not count as unexcused days for the purpose of determining student truancy.

Students shall not be penalized because of absences if the following conditions are met:

1. Absences are justified and validated for excusable reasons.
2. Make up work for an excused absence was completed satisfactorily.

The Brighten Academy Governing Board has adopted policies and procedures to reduce unexcused absences.

1. The Board requires the school to notify the parent, guardian or other person who has control or charge of the student when such student has five unexcused absences.
2. The notice shall outline the penalty and consequences of such absences and that each subsequent absence shall constitute a separate offense. After two reasonable attempts to notify the parent, guardian or other person who has charge of the student, the school shall send written notice via certified mail with return receipt requested and/or U.S. Mail.
3. The Board requires the school to provide the parent, guardian, or other person having control or charge of each student enrolled in public school a written summary of possible consequences and penalties for failing to comply with compulsory attendance. By September 1 of each school year or within 30 school days of a student's enrollment in the school system, the parent, guardian, or other person having control or charge of such student shall sign a statement indicating receipt of such written statement of possible consequences and penalties as provided for in the Behavior Contract.

Brighten Academy Governing Board shall implement a progressive discipline process and a parental involvement process for truant students before referring the students to the juvenile or other court having jurisdiction.

For the purpose of accurately measuring the academic performance of students continuously enrolled in public schools, Brighten Academy Governing Board has adopted uniform criteria for withdrawing students.

- 1) Brighten Academy is authorized to withdraw a student who satisfies all of the following criteria:
 - a) Has missed more than 10 consecutive days of unexcused absences;
 - b) Is subject to compulsory school attendance;
 - c) Is not receiving instructional services from the school through homebound instruction or instructional services required by the federal Individual with Disabilities Education Act (IDEA)

- 2) Brighten Academy retains the right to withdraw a student subject to compulsory attendance if the School Executive Director has determined the student is no longer a resident of the local school system or is enrolled in a private school or home study program.

Brighten Academy will follow all local and state authorities' guidance in relation to school attendance during a public health or safety crisis.

Adopted: 04-13-06
Revised: 07-12-07
Revised: 06-24-13
Revised: 05-19-14
Revised: 09-14-15
Revised: 03-13-17
Revised: 02-11-19
Revised: 07-27-20
Reviewed: 02-08-21

Student Records

H14

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Definition

Student records shall be defined as all information about students recorded or collected in any format by local school systems or individual schools that may include educational/psychological assessments, school attendance records, personal data, health information, disciplinary actions, and/or academic progress.

Custodial Responsibility

Professional staff of the schools will review all records in their immediate keeping to assure that only responsible and documented information is maintained, removing as necessary extraneous or inappropriate information. The person in professional status responsible for maintaining records will be responsible for administering the use of the file in observance of due process and will guarantee that records contain factual, documented information on students. All information contained in any student records not meeting this requirement shall be removed.

Records

Student cumulative records must contain, but are not limited to:

- Identifying data
- Academic achievement
- Attendance data
- Standardized test scores
- Immunization records
- Required health screenings
- Proof of Residency
- Birth Certificate

Academic achievement records of individual students of Brighten Academy shall be maintained per retention policy D5. These shall be housed in a fire-resistant place. No person or party, except the parents or legal guardians and students over eighteen (18) years of age, shall be permitted to examine or obtain information from the records of students except, (1) by the written consent of the student's parent or lawful guardian specifying records to be released, the reasons for such release, and to whom, and with a copy of the records to be released to the student's parents or lawful guardian and the student if desired by the parents, or (2) in compliance with judicial orders, or pursuant to any lawfully issued subpoena, upon the condition that parents or lawful guardians of the student are notified of all such orders or subpoenas in advance of the compliance therewith. (Divorce does not end a parent's right to review the child's records unless the courts specify that such review or contact is prohibited.) The records of the school concerning an individual student shall be used for appropriate educational purposes and for the promotion of the student's welfare. Student records shall be made available to an outside person or agency only under the following conditions:

1. A "Release of Information" request is received by school officials duly signed by a parent of the student, or legal guardian, or by a student of legal age (18 years or older). File completed request in student cumulative record.

2. A "Request for Information" request is received by school officials in the form of specific request from the court or a court order. Only information requested shall be provided and the parents and/or students shall be notified of all such orders in advance of compliance with the order.
3. A "Request for Transcript" is received by school officials from a receiving school including schools operated by the Department of Juvenile Justice. Only information such as grades, attendance records, discipline records for students in grades 7-12, and group test scores should be included. Psychological reports and health reports cannot be released without having been specified in the signed "Release of Information" request as per #1 above. Schools must comply with appropriate requests for transcripts within 10 calendar days.
4. In instances where requests for information might come from an outside agency such as the VA, working for the welfare of a student, the agency will file a release from the student or parent or guardian. In lieu of such a release, a form signed by a judge (not necessarily in the form of a subpoena) would suffice, provided the parent, student, or guardian is notified that such a form has been received.
5. In instances where requests for information come from the Comptroller General of the United States, the Secretary of Health and Human Resources, Secretary of Education, an administrative head of an education agency or state educational authorities in connection with the audit and evaluation of federal programs or for the enforcement of federal legal requirements which relate to such programs, only that data which would not permit the personal identification of such students or their parents shall be released. This does not prevent federal officials, administrative head of an agency or state educational authorities to audit and evaluate provided confidentiality is maintained and information later destroyed. The only exception shall be when the collections of personally identifiable data is specifically authorized by federal law. Brighten Academy shall not withhold any student record because of nonpayment of fees.
6. Student records shall be available to parents, legal guardians, and students of legal age, upon their written request. This does not include records that have the names of several students. Individual parents, guardians, or students may also inspect these records upon request.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 10-12-09

Revised: 05-19-14

Reviewed: 03-13-17

Reviewed: 02-11-19

Reviewed: 02-08-21

Controlled-Substances, and Drug-Free School Zone

H16

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Purpose

Brighten Academy values the health and well-being of all students and believe their use or possession of alcohol and other drugs is harmful to their physical, emotional and mental health, and it is also wrong and unlawful. The Board believes the use of alcohol or other drugs decreases their ability to learn and may create dangerous situations for them, other students, or school system employees.

It is the Board's intention to maintain a safe, healthy environment conducive to learning for all students.

Application of Policy to Students

- This policy shall apply to all students and compliance with this policy is mandatory as per requirements for the Drug-Free Schools and Communities Act of 1989. It shall further be the policy of Brighten Academy to provide age appropriate, developmentally based drug and alcohol education and prevention programs. These shall address the legal, social and health consequences of drug and alcohol use and to provide information about effective techniques for resisting peer pressure in the use of illicit drugs or alcohol for all students in the system. These programs shall provide information about any drug and alcohol counseling rehabilitation and re-entry programs available to students.

Narcotics, Alcoholic Beverages, and Stimulant Drugs

A student shall not possess, sell, use, transmit, or be under the influence of any narcotic drugs, hallucinogenic drugs, and amphetamines, barbiturates, cocaine, marijuana, controlled substances, alcoholic beverages, anabolic steroids, look-alike drugs, or intoxicants of any kind:

- On the school grounds during and immediately before or immediately after school hours
- On the school grounds at any other time when the school is being used by any school group
- Off the school grounds at a school activity, function or event
- En route to and from school or school activity on buses acquired for school activities.

Use of a drug authorized by a medical prescription from a registered physician should not be considered a violation of this regulation. All prescription drugs shall be kept in the original container and housed in the office according to administrative procedures.

Procedures for Handling Incidents of Abuse

Procedures for handling incidents in the schools involving the possession, sale, and/or use of drugs, alcoholic beverages or any other behavior affecting substances shall be as follows:

- The Executive Director will be responsible for carrying out the policy and its supporting procedures.
- The Executive Director will serve as the clearing point for records, reports, and inquiries relating to the school.
- Staff members will pass concerns to the administrator(s) or counselor.
- The names of students will not be released.
- The police and the parents of any involved students shall be contacted immediately.

- Student offenses including possession, use, or sale of drugs, look alike drugs, alcoholic beverages, or drug paraphernalia will be heard by a due process hearing. An initial investigation must be completed and temporary consequences (suspension) are assigned by the Executive Director. These offenses shall be grounds for long term suspension, expulsion, or permanent expulsion.
- The school will cooperate with the police department by making every effort to identify and report the source of supply and by developing an in-service instruction program for staff members.
- The school will make every effort to help students having a drug problem by counseling, by drug abuse education, by cooperating with the county health department and individual physicians in appropriate health education and health care, and by other appropriate means.

Adopted: 04-13-06
Revised: 07-12-07
Revised: 10-12-09
Revised: 07-28-14
Reviewed: 03-13-17
Revised: 02-11-19
Revised: 02-08-21

Supervision of Students

H17

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The administrator(s) shall be responsible for developing rules and regulations regarding proper supervision over pupils. It is the duty of the teacher to exercise proper supervision over pupils in his/her charge, and to exercise reasonable care to prevent injury to said students.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 10-12-09

Revised: 07-28-14

Reviewed: 03-13-17

Reviewed: 02-11-19

Reviewed: 02-08-21

Threats of Violence

H18

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Purpose

It is the policy of the Governing Board to take all reasonable steps to provide a safe environment for students and staff. To that end, any threat by an individual directed toward another individual, group of individuals and/or the school which, if carried out, would pose a potential danger to the life and safety of students and/or staff should be regarded and treated seriously.

Responsibility for Reporting

Any student who receives information concerning such a threat should immediately report that information to a teacher, counselor, or school administrator. The failure of a student to report such information may be treated as a disciplinary issue.

Any employee who receives information concerning such a threat should take appropriate action to respond to the threat which could include taking steps to separate the student perceived to be a threat from the potentially threatening situation and/or reporting the information to the administrator(s). If the staff member believes the situation is so serious as to warrant the notifying of outside authorities, the employee must notify the Administrator(s) so that the administrator(s) can be responsible for taking such steps. If all reasonable steps to contact the administrator have been attempted and the administrator is not available, the employee will be responsible for notifying outside authorities.

Administrative Action

The administrator(s) should take immediate steps to investigate and determine the factual circumstances of the threat and then determine the appropriate action to respond to it. Such action may include disciplining the student(s) involved as appropriate under school rules, contacting the parents of the student(s) involved, contacting appropriate law enforcement or other officials. Whenever the responsible administrator(s) feels that it is necessary to contact outside officials to respond to a threat appropriately, the administrator(s) should also contact the Governing Board.

The administrator(s) is authorized to include appropriate notices in student and staff handbooks indicating that all threats of violence will be taken seriously and urging students and staff to report all such threats to the administrator(s). The administrator(s) is also authorized to post at the school a notice indicating that all threats of violence will be taken seriously, will subject the offender to disciplinary action and may be reported, when appropriate, to law enforcement officials.

Adopted: 04-13-06

Revised: 10-12-09

Revised: 07-28-14

Reviewed: 03-13-17

Reviewed: 02-11-19

Reviewed: 02-08-21

Weapons in School

H20

The Brighten Academy Governing Board of Brighten Academy adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Purpose

The presence of weapons on school property is detrimental to the welfare and safety of the students and school personnel, and is a violation of state law. No person shall carry, possess, or have under such person's control any weapon or explosive compound within a school safety zone, or in any school building, on school premises, at any school sponsored function or activity, in any school vehicle or bus; or in a private vehicle parked on school property, or on other public or private property in proximity to school property while attending school or a school sponsored or school related function.

Definitions

For purposes of this policy, the following definitions apply:

- A "school safety zone" is defined as the area in or within 1,000 feet of any real property owned by or leased to Brighten Academy
- "Weapon" means and includes any pistol, revolver, or any weapon designed or intended to propel a missile of any kind, or any dirk, bowie knife, switchblade knife, ballistic knife, any other knife having a blade of two or more inches, straight-edge razor, razor blade, spring stick, metal knuckles, blackjack, any bat, club, or other bludgeon-type weapon, or any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, which may be known as a nun chahka, nun chuck, nanchaku, shuriken, or fighting chain, or any disc, of whatever configuration, having at least two points or pointed blades which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart, or any weapon of like kind, and any stun gun or taser as defined in subsection (a) of Code Section 16-11-106. This section excludes any of these instruments used for classroom work authorized by the teacher. Weapon shall also include any instrumentality or object which if used in an offensive manner could cause bodily injury to a person or property, or places a person in fear for his/her safety. (O.C.G.A. 16-11-127.1; 15-11-37; P.L. 103-227). Also, prohibited are any explosive, incendiary, or poison gas and any type of weapon by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter; and any combination of parts either designed or intended for use in converting any device into a destructive device described above from which a destructive device may be readily assembled. **VIOLATION MAY RESULT IN EXPULSION FROM SCHOOL FOR A PERIOD OF NOT LESS THAN ONE CALENDAR YEAR AND/OR CRIMINAL PROSECUTION PENDING A DUE PROCESS HEARING.**

Exceptions Georgia law provides the following exceptions are made to this policy:

- Competitors while participating in organized sport shooting events, or firearm training courses.
- Persons participating in school-sponsored military training programs conducted by or on behalf of the armed forces of the United States or the Georgia Department of Defense
- Persons participating in law enforcement training conducted by the police academy certified by the Peace Officers Standards and Training Council, or by a law enforcement agency of the state or the United States or any political subdivision thereof
- The following persons, when acting in the performance of their official duties or when en route to or from their official duties;

- A peace officer as defined by Georgia law
 - A law enforcement officer of the United States government
 - A prosecuting attorney of this state or of the United States
 - An employee of the Georgia Department of Corrections or a correctional facility operated by a political subdivision of this state or the United States who is authorized by the head of such correctional agency or facility to carry a firearm
 - A person employed as a campus police officer or school security officer who is authorized to carry a weapon.
- A person who has been authorized in writing by a duly authorized official of the school to have in his/her possession or use a weapon to be used as part of a school-sponsored activity.
 - Persons employed in fulfilling defense contracts with the government of the United States or agencies thereof when possession of the weapon is necessary for manufacture, transport, installation, and testing under the requirements of such contract.
 - Those employees of the State Board of Pardons and Paroles when specifically designated and authorized in writing by the members of the State Board of Pardons and Paroles to carry a weapon.
 - The Attorney General and those members of his staff whom he specifically authorizes in writing to carry a weapon.
 - Probation supervisors employed by and under the authority of the Department of Corrections when specifically designated and authorized in writing by the director of the Division of Probation Public safety directors of municipal corporations.
 - Trial judges
 - Medical examiners, coroners and their investigators who are employed by the State or any political subdivision thereof.
 - Teachers or other school personnel who are otherwise authorized to possess or carry weapons provided that the weapon is in a locked compartment of a motor vehicle or in a locked container or a locked firearms rack in the vehicle.
 - Persons, other than students, licensed or having permits under O.C.G.A. §16-11-129 or §43-38-10, when:
 - such person carries or picks up a student at a school building, school function or school property, on a bus or other transportation furnished by the school;
 - such person has any weapon legally kept within the vehicle in transit through a designated school by any person other than a student; and
 - such person has a weapon which is in a locked compartment of a motor vehicle or one which is in a locked container in or a locked firearms rack which is on a motor vehicle which is being used by an adult over 21 years of age to bring to or pick up a student at a school building, school function, or school property, or on a bus or other transportation furnished by the school; or when such vehicle is used to transport someone to an activity being conducted on school property which has been authorized by a duly authorized official of the school.
 - Persons who reside or work in a business or who are in the ordinary course of transacting lawful business;
 - Any person who is a visitor of such resident located within a school safety zone.

The Administrator(s) shall prepare and have posted in a prominent place in each building of Brighton Academy the following notice:

NOTICE:

IT IS UNLAWFUL FOR ANY PERSON TO CARRY, POSSESS OR HAVE UNDER CONTROL ANY WEAPON AT A SCHOOL BUILDING, SCHOOL FUNCTION OR ON SCHOOL PROPERTY OR ON A BUS OR OTHER TRANSPORTATION FURNISHED BY THE SCHOOL.

Penalties

Any employee who has reasonable cause to believe that a student or other person is in violation of this policy shall make a written report of that fact and the name of the person suspected to the Executive Director or the Executive Director's designee. The Executive Director or other school officials or employees responsible at the school level for investigation of violations of this policy shall, as soon as possible, report any offense defined under this policy to the Executive Director or other person designated by the Board to receive such reports. The Executive Director, after being satisfied that the reported violation is true, shall make oral and written reports to the Governing Board President, the appropriate police authority, and the district attorney. The penalty for violation of this policy by bringing to school a weapon as defined above will be expulsion from school for a period of not less than one calendar year, except that the Governing Board may modify the expulsion requirement on a case by case basis when in its sole discretion determine that circumstances warrant same.

The penalty for violation of this policy by bringing to school a weapon as defined above, other than a firearm, will be as provided in student disciplinary policies and may result in criminal prosecution.

Students with Disabilities; 45 Day Interim Alternative Placement

- A. Any child with a disability who is determined to have brought a firearm to school may be placed in an interim alternative educational setting for not more than 45 days, as determined and ordered by a special education committee qualified to make special education decisions under 20 USC 1401(a)(20). If a parent or guardian requests a due process hearing under IDEA, the child shall nevertheless remain in the alternative educational setting above referred to during the pendency of any proceeding conducted in connection therewith, unless the parents and duly authorized school system representatives agree otherwise.
- B. Students whose misbehavior is unrelated to the disability. Any student with a disability whose behavior is unrelated to the disability shall be subject to the one-year expulsion requirement for a "firearms" violation as defined above, the same as a student without such a disability, except to the extent that such expulsion is inconsistent with the Department of Education's final guidance concerning state and local responsibilities under the Gun-Free Schools Act of 1994, as amended, and that educational services shall not cease.

Adopted: 04-13-06
Revised: 07-12-07
Revised: 10-12-09
Reviewed: 07-28-14
Reviewed: 05-22-17
Revised: 03-11-19

Reviewed: 02-08-21

Seclusion and Restraint

H21

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Governing Board shall require that Brighten Academy comply with State Board of Education Rule 160-5-1-.35 concerning "seclusion" and "restraint", as those terms are defined within the rule.

This policy is not intended to prevent the use of physical restraint in limited circumstances where a student exhibits behaviors that place the student or others in imminent danger and less intensive de-escalation techniques have been unsuccessful. The Board recognizes that in determining when and how to implement this policy and any procedures related to it, educators will have to exercise their professional judgment and discretion. Therefore, the policy is not to be construed as imposing ministerial duties on individual employees. Further, it is not intended to interfere with the duties of law enforcement or emergency medical personnel.

When physical restraint is used as defined within the SBOE rule, the Executive Director or designee shall follow written procedures governing its use provided by the Douglas County School System, which shall include the following provisions:

1. Staff and faculty training on the use of physical restraint;
2. Written parental notification within a reasonable time, not to exceed one school day from the use of restraint, when physical restraint is used to restrain a student;
3. Procedures for observing and monitoring the use of physical restraint;
4. Documentation by staff or faculty participating in or supervising the restraint for each student in each instance in which the student is restrained;
5. Periodic review of the use of restraint and the documentation described in item 4

Adopted: 09-12-10

Reviewed: 03-09-15

Reviewed: 05-22-17

Revised: 10-01-18

Reviewed: 03-11-19

Reviewed: 03-08-21

Revised: 01-08-24

Student and Classroom Observations

H22

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

It is the responsibility of the Brighten Academy Governing Board and administration to protect the privacy of all students. Observations from educational or clinical professionals shall be made only by contractors, employees, or vendors with approval from either the Douglas County School System or Brighten Academy.

Requests for observations by an outside educational or clinical professional may be submitted in writing to the Administrator(s) for consideration. The Administrator(s) reserves the right to inform parents of students in the classroom about the request, and parent concerns regarding outside observers shall be taken into consideration in the decision to permit the observation or deny access. Requests shall be made in writing at least one week prior to the requested observation date. The request shall include the name and credentials of the professional who will be observing the student or class, the purpose of the observation, data to be collected, and the date and time of the requested observation. If the outside professional is approved for the observation, all data collected shall be provided to the Executive Director in its entirety. The Executive Director has the discretion of requiring any outside vendor to execute a confidentiality agreement.

In the event a request is denied by the Administrator(s), the requesting party has the right to appeal to the Governing Board. Requests shall be made in the same format as outlined above and shall be submitted at least one week prior to a regularly scheduled board meeting to be added as a consent agenda item. Decisions of the Governing Board are considered final.

Adopted: 09-13-07
Revised: 10-12-09
Reviewed: 07-28-14
Revised: 05-22-17
Reviewed: 03-11-19
Reviewed: 03-08-21

Student Dress Code

H23

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Brighten Academy Charter School has adopted this dress code to promote an educational atmosphere that minimizes distractions, maximizes learning, and teaches students the importance of dressing for success. Students' dress should reflect self-respect and pride in their school.

Students are expected to follow this dress code whenever they are on campus during school hours or when attending school-related activities (Field Experiences).

It is a violation of the dress code to wear clothing that reveals a student's underwear, midriff, lower back, upper thigh, or cleavage at any time (including when leaning over or raising the arms). Clothing may NOT be excessively baggy, dirty, sloppy, or tight (form fitting).

The focus of this dress code is on modesty, neatness, cleanliness, and good taste, which must be observed in addition to the specific requirements set forth below. The school administration will provide the final determination as to whether a specific outfit or article of clothing is acceptable under those standards.

Refer to Parent Handbook for specific guidelines.

DRESS CODE VIOLATIONS

Dress code violations will be addressed as a disciplinary matter. Three documented Dress Code violations will constitute a disciplinary referral. For additional information, please refer to the Brighten Academy Handbook policy on student discipline.

Adopted: 05-23-11

Revised: 01-27-14

Reviewed: 05-22-17

Reviewed: 03-11-19

Reviewed: 03-08-21

Bullying Directive

H24

The Brighten Academy Board adopts the following policy, effective on the date of adoption by the Board.

The Brighten Academy Board believes that all students have a right to a safe and healthy school environment. All schools have an obligation to promote mutual respect, tolerance, and acceptance among students, staff, and volunteers. Behavior that infringes on the safety of any student will not be tolerated. A student shall not bully, harass, or intimidate another student through words or actions. Bullying is defined, in accordance with the school's discipline code as:

1. Any willful attempt to threaten or inflict injury on another person, when accompanied by an apparent ability to do so.
2. Any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm.
3. Any intentional written, verbal, or physical act, which a reasonable person would perceive as being intended to threaten, harass, or intimidate, that:
 - a. Causes another person substantial physical harm within the meaning of Code Section 16-5-23.1 or visible bodily harm as such term is defined in Code Section 16-5-23.1;
 - b. Has the effect of substantially interfering with a student's education;
 - c. Is so severe, persistent, or pervasive that it creates an intimidating or threatening educational environment; or
 - d. Has the effect of substantially disrupting the orderly operation of the school.

--The term also applies to acts of cyberbullying which occur through the use of electronic communication, whether or not electronic act originated on school property or with school equipment, if the electronic communication (1) is directed specifically at students or school personnel, (2) is maliciously intended for the purpose of threatening the safety of those specified or substantially disrupting the orderly operation of the school, and (3) creates a reasonable fear of harm to the students' or school personnel's person or property or has a high likelihood of succeeding in that purpose.

The school policy prohibiting bullying is included in the student Code of Conduct and includes but is not limited to the following:

- Any student who engages in bullying shall be subject to disciplinary action up to and including expulsion.
- Students are expected to immediately report incidents of bullying to the school Executive Director or designee.
- Students can rely on staff to promptly investigate each complaint of bullying in a thorough and confidential manner.

If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached after consulting the school principal, the student or the parent of the student should contact the local superintendent or his or her designee.

The school prohibits retaliatory behavior against any complainant or any participant in the complaint process.

All students and/or staff shall immediately report incidents of bullying, harassment, and/or intimidation to the school principal or designee. School staff members are expected to immediately intervene when they

see a bullying incident occur. Each complaint of bullying shall be promptly investigated. This policy applies to students on school grounds, while traveling on a school bus to and from school or a school-sponsored activity and during a school-sponsored activity.

Bullying, harassment or intimidation will not be tolerated. Disciplinary action may be taken after each incident of bullying and upon a finding of guilt. Disciplinary action after the first incident of bullying may include, but is not limited to, the following:

- Loss of a privilege
- Reassignment of seats in the classroom, cafeteria or school bus
- Reassignment of classes
- In-school suspension
- Out-of-school suspension
- Detention
- Expulsion (through appropriate due process hearing)

If necessary, counseling and other interventions should also be provided to address the social-emotional, behavioral, and academic needs of students who are victims of bullying and students who commit an offense of bullying.

Students, parents/guardians and other stakeholders may report incidents of bullying to an administrator, teacher, counselor or other staff member by using the school district's complaint procedures or by calling the Georgia Department of Education's 1-877 SAY-STOP (1-877-729-7867) School Safety Hotline. Please note: Any form of electronic bullying (cyber bullying) using school equipment, school networks, e-mail systems or committed at school is strictly prohibited.

The procedures for intervening in bullying behavior include, but are not limited, to the following: All staff, students and their parents will receive a summary of this policy prohibiting bullying at the beginning of the school year as part of the student code of conduct.

The school shall keep a report of bullying and the results of an investigation confidential. Staff are expected to immediately intervene when they see a bullying incident occur or upon receipt of any report of bullying.

People witnessing or experiencing bullying are encouraged to report the incident to the school principal designee.

The following actions will be taken when bullying is reported:

1. Investigate

Upon receipt of any report of bullying, schools will direct an immediate investigation involving appropriate personnel. The investigation should begin no later than the following school day. The investigation shall include interviewing the alleged perpetrator(s) and victim(s), identified witnesses, teacher(s) and staff members and reviewing video surveillance if available. School police, school counselors, school social workers and/or other support staff should be utilized for their expertise as determined by the circumstances of the matter.

2. Notify

At an appropriate time during or after the investigation, parents/guardians of the accused and the victim must be notified. If the incident involves an injury or similar situation, appropriate medical attention should be provided and the parent/guardian should be notified immediately.

3. Discipline

Upon confirming that bullying has occurred, the accused student should be charged with bullying and given an age-appropriate consequence which shall include, at a minimum and without limitation, disciplinary action or counseling as appropriate under the circumstances.

Students in grades six through eight found to have committed the offense of bullying for the third time in a school year shall be afforded a due process hearing.

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

4. Follow-Up

Follow-up is important to the accused and the victim. Implement a planned method to provide after-care and follow up. Reiterate to all the previously stated prohibition on retaliation.

Adopted: 07-25-11

Revised: 04-13-15

Revised: 09-14-15

Revised: 05-22-17

Reviewed: 03-08-21

Discipline Code

H26

The Brighten Academy Governing Board adopts the following policy, effective on the date of adoption by the board.

The Discipline Code serves as a guide for school administrators dealing with discipline offenses. It is not intended to be an exhaustive list of every possible offense. Furthermore, every possible offense cannot be defined. The Administrator of the school or its designee has the authority to make disciplinary and other decisions based on the best interests of the students and the school.

ALL VIOLATIONS OF LAW SHALL BE REFERRED TO THE PROPER LAW ENFORCEMENT AGENCIES BY THE SCHOOL ADMINISTRATOR IN ADDITION TO SCHOOL CONSEQUENCES.

STUDENTS AND CRIMINAL CHARGES

Parents and guardians are encouraged to inform their children that certain acts of misconduct could result in legal charges. Please explain to your student(s) that for certain acts of underage sexual conduct and other crimes, a minor may be tried as an adult.

It is the responsibility of the student and the student's parents/guardians to demonstrate behavior that is appropriate at all times. Parents will be contacted when any major offense occurs. It is the policy of this state that it is preferable to assign disruptive students to alternative educational settings rather than to suspend such students from school. According to O.C.G.A. 20-2-738, a teacher shall have the authority to remove from his or her 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, or if the teacher determines that such behavior of the student poses an immediate threat to the safety of the student's classmates or the teacher. A placement review committee (formed pursuant to O.C.G.A. 20-2-738) will determine student placement if a teacher withholds consent for the student to return to his/her class.

LEVEL THREE OFFENSES (Zero Tolerance)

These offenses will be heard at a Due Process Hearing after initial investigation is completed and temporary consequences (i.e., suspension) are assigned by school administrators. The Due Process Hearing Officer shall determine the appropriate discipline in each case based on its individual merits. Please see the Due Process Hearing definition and procedures for more information concerning student hearings and due process rights. Appropriate compensation shall be paid by the student's parent/guardian to replace losses or destruction of school property resulting from commission of any offense. Level Three Offenses are so serious in nature that offenses will be cumulative for grades 6-8. The following offenses may require police contact and shall be grounds for long-term suspension/expulsion/permanent expulsion, or denial of enrollment.

1. Possession, or use of, or threat to use weapons, look a-like weapons, dangerous instruments, or explosive/implosive devices.
2. Terroristic threats.
3. Riotous behavior.
4. Possession, use, or distribution of drugs, or possession, use or distribution of drug paraphernalia. Distribution of over-the-counter drugs/substances, look-a-like drugs, or alcoholic beverages. The school is required to report all suspected drug use, distribution, or possession.
5. Physical or verbal assault on a school employee. (Any act of violence against a teacher, bus driver, or other school employee causing injury shall result in expulsion for the remainder of the student's school years.)

6. Assault/Battery.
7. Bullying (3rd offense within same school year)
8. Arson or destruction of property.
9. Sexual Battery and other Sexual Offenses.
10. Sexual Harassment (offense as defined pursuant to Title IX of Educational amendment of 1972 or Physical Assault or Battery of another student).
11. Computer Trespass.
12. Chronic disciplinary problems. Repeated occurrences of Level One or Two offenses shall be treated as a Level Three offense.
13. Any act which substantially disrupts the orderly conduct of a school.
14. Any act, whether school related or non-school related, on-campus or off-campus, which could result in the student being criminally charged with a felony and which makes the student's continued presence at school a potential danger to persons or property at the school or which disrupts the educational process
15. Gang related activities; a gang is defined as any three or more individuals who have a name, claim a territory, use graffiti to mark a school's territory, or themselves, have rivals/enemies, or interact together at the exclusion of other people. The existence of such gang affiliation may be established by evidence of a common name or common identifying signs, gestures, symbols, tattoos, graffiti, attire or other distinguishing characteristics. Evidence will be validated as characteristics of known gangs in consultation with local law enforcement.
16. Falsifying, misrepresenting, omitting, or erroneously reporting information regarding instances of alleged inappropriate behavior by a teacher, administrator, or other school employee toward a student.
17. Hazing
18. Theft (over \$250 value)
19. Aiding and/or abetting the commission of any Level Three offense. A student who aids or abets the commission of a Level Three offense by another student shall be charged with Level Three aiding and abetting.
20. Any other offense classified as Level Three by the Georgia Department of Education.

Parents and/or guardians should inform children that penalties and consequences for some underage sexual conduct and crimes perpetrated by persons under the age of eighteen may be prosecuted as an adult. Major offenses including, but not limited to, drug and weapon offenses, can lead to schools being named an unsafe school according to provisions of SBE 160-4-8.16, Unsafe School Choice Option.

LEVEL TWO OFFENSES

Level Two offenses will be dealt with at the discretion of school administrators. Generally, consequences shall include but not be limited to loss of school privileges, school community service, detention, suspension (in-school or out-of-school), Saturday school/detention, making restitution, parental conferences, bus suspension, etc. Teachers and bus drivers will handle minor offenses by reporting offenses to the Executive Director and in accordance with school procedures. Parents will be informed of misbehavior by phone, email, or in writing.

Level Two offenses include, but are not limited to the second or more offenses requiring formal disciplinary intervention or chronic behavior such as: classroom and campus misbehavior, cutting class, tardiness, forgery, cheating, trespassing or being in an area without authorization, inappropriate public display of affection, dress code violations, possession of nuisance items, laser pointers, cameras, video or DVD videos, matches or lighters, use or possession of tobacco products, vapes, tobacco substitute products or vaping products, use of profanity, vulgar or obscene words or gestures, open food or beverage outside of cafeteria or designated areas such as the bus, gambling, sleeping in class, failure to

follow directions, any other behavior which disrupts the learning environment of the school which is not previously listed.

Possession of electronic communication devices, including, but not limited to, beepers, cell phones, or other electronic devices on school property during the instructional day is prohibited. All content held in cellular phones, cameras or video phones, or other electronic devices is subject to inspection and/or review by school administrators. Any electronic device used without the teacher's permission and/or without submitting a signed BYOT form can become a Level Two offense.

LEVEL ONE OFFENSES

These minor offenses will be dealt with at the discretion of the school administrators. Generally, consequences shall include but not be limited to loss of school privileges, school community service, detention, in-school or out-of-school suspension, Saturday school, student conferences, parental conferences, or making restitution. Teachers will handle minor offenses by reporting offenses to administrators and in accordance with school procedures. Parents will be informed of misbehavior by phone, email, or in writing.

Minor offenses include, but are not limited to: classroom and campus misbehavior, cutting class, tardiness, forgery, cheating, trespassing or being in an area without authorization, inappropriate public display of affection, dress code violations, possession of nuisance items, laser pointers, cameras, video or DVD videos, matches or lighters, use of profanity, vulgar or obscene words or gestures, open food or beverage outside of cafeteria or designated areas, gambling, sleeping in class, failure to follow directions, any other behavior which disrupts the learning environment of the school which is not previously listed.

Possession of electronic communication devices, including, but not limited to, beepers, cell phones, or other electronic devices on school property during the instructional day is prohibited. All content held in cellular phones, cameras or video phones, or other electronic devices is subject to inspection and/or review by school administrators at any time. Any electronic device used without the teacher's permission and/or without submitting a signed BYOT form will begin at a Level One offense.

Excessive tardies to school, as defined in the school's Attendance Policy, may include disciplinary action such as parent conference, detention, in-school suspension, and/or loss of extra-curricular privileges or enrollment privileges.

DISCIPLINE OF STUDENTS WITH DISABILITIES

Discipline of students with disabilities requires certain considerations because behavior may or may not be related to the disability. Following are general guidelines:

1. Determine which students have been identified as disabled and review their IEPs or Section 504 Plan at the start of the semester before there are discipline problems.
2. An IEP or Section 504 Plan may include a Behavior Intervention Plan, which specifies how certain behaviors are to be handled. This plan should be followed in all school settings - regular or special (see * below).
3. Students whose IEPs or Section 504 Plan do not address behavior or discipline should be treated like non-disabled students with consideration of the disability (see * below).

*In all cases, however, a student with a disability may not be suspended from school (including ISS - if the student does not receive the specified special education services) for more than a cumulative total of 10 days per school year without further determination of appropriate consequences and placement to ensure student's needs are being met according to their IEP.

When the total number of suspension days nears 10 or a significantly disruptive behavior occurs, the following procedure should be followed:

1. The LEA Director/Coordinator (or designee) of Special Education should be notified to assure that all due process procedures are followed.
2. The IEP committee will carefully review the IEP and current placement to determine if the behavior is related to the disability and if changes should be made in the IEP. For Section 504 students, the SST will review the 504 Plan and determine if the behavior is related to the disability.
3. Classroom teachers should work closely with special education teachers and the Student Support Team to determine appropriate methods of discipline.

IMPORTANT INFORMATION ABOUT THE DISCIPLINE CODE

1. Students under short-term suspension must make-up any academic work missed during the suspension to receive credit. It will be the responsibility of the student to request make-up work. Students under suspension or expulsion are not allowed on campus or to attend Brighten Academy functions.
2. Students are to notify an administrator or staff member when illegal items are found in the school building or on the school campus. Students are advised not to pick up items or to handle the illegal items.
3. The Executive Director and or their designated representatives possess the authority to conduct a reasonable search of students, their possessions, their lockers, or their automobiles when on school property. The person conducting the search is required to have only reasonable suspicion to conduct such searches.
4. Students should be aware that any adult employee of Brighten Academy has the authority to ask for a student's identity or to see other appropriate information. Brighten Academy employees have the authority to give a student reasonable instructions and to expect that those instructions be carried out. Refusal to identify one's self or to carry out reasonable instructions will result in serious disciplinary action.
5. Student disciplinary records are maintained separately, however Georgia Law requires the transfer of those records for grades 6-12 to another Georgia school district.
6. These regulations apply to students: (a) who are on the school grounds during, immediately before, or immediately after school; (b) who are on the grounds at any other time that the school is being used by a school group; (c) who are off the school grounds at a school activity, school function, or event; (d) who are en route to or from any school function, or is otherwise subject to jurisdiction of school authorities.
7. The school reserves the right to discipline behavior which is subversive to good order and discipline in the school, even though such behavior is not specified in the school's discipline code.
8. The penalty for committing a physical act of violence against a school employee is expulsion for the remainder of the student's school years.
9. School administrators and staff have the responsibility to investigate all allegations prior to determining the discipline infractions. Parents will be notified if the investigation leads to a discipline referral.
10. Students who are expelled from Brighten Academy may submit an appeal for re-enrollment the school year following the term identified in their expulsion. If the appeal is approved the student's application will be handled following standard admission procedures.

Bus Conduct Rules

To protect the safety and well-being of all involved, pupils must adhere to established bus conduct rules while on Field Experiences. Bus transportation privilege may be revoked if the pupil does not observe bus conduct expectations.

Students should always conduct themselves in an orderly manner and obey all bus safety rules. All students are under the jurisdiction of the driver while aboard each bus. The driver is responsible for seating arrangements on each bus. Assignments to specific buses will be made by school authorities.

Students will remain seated while the bus is in motion. Students must refrain from loud talking, horseplay, throwing object on or from the bus, or doing anything that will detract from the driver's attention. All parts of the body must be kept inside the bus at all times. The use of profanity on the bus will not be allowed. Students must refrain from inappropriate displays of affection. Students are expected to abide by the Brighten Academy Student Discipline Code.

Anyone damaging a bus will be responsible for restitution. Smoking, chewing gum, eating, or drinking on the bus is not permitted. It is the responsibility of the driver and each rider to help keep the bus clean.

Students shall not possess or use objects such as mirrors, lasers, flash cameras, or any other lights or reflective devices in a manner that might interfere with the bus driver's operation of the school bus. This also includes the usage of any electronic devices during the operation of a bus in a manner that might interfere with the bus communications' equipment or the bus driver's operation of the bus.

Immunity for Disciplining Students

No educator shall be liable for any civil damages related to student discipline and/or reporting of acts of misconduct. If such a lawsuit is filed against the educator and found to be without merit, the defendant educator may file countersuit for damages suffered. Exclusions to this immunity would be acts determined to be of wanton or gross misconduct by the educator. For the full extent and explanation of immunity with regard to educators disciplining students see O.C.G.A. 20-2-1000.

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Reviewed: 04-13-15

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Revised: 11-12-18

Revised: 04-15-19

Revised: 02-10-20

Reviewed: 03-08-21

Revised: 10-18-21

Revised: 01-24-22

Revised: 04-10-23

Discipline Code Definitions

H26-R1

The following are definitions or same terms used in the discipline code:

ACTS OF PHYSICAL VIOLENCE - Intentionally making physical contact of an insulting or provoking nature with the person of another or intentionally making physical contact which causes physical harm to another unless such physical contact were in defense of himself/herself.

AFFRAY/FIGHTING – Offensive physical contact between two or more persons.

AGGRESSION TOWARDS OTHERS – Intentionally making verbal, written, or recorded comments of an insulting or provoking nature to another person. Additionally, this includes engaging in a verbal conflict or physical intimidation/posturing.

ANY ACT WHICH SUBSTANTIALLY DISRUPTS THE ORDERLY CONDUCT OF A SCHOOL, SCHOOL FUNCTION, OR EXTRACURRICULAR PROGRAM OR ACTIVITY - Behavior not specifically described which substantially disrupts the orderly learning environment or poses a threat to the health, safety and/or welfare of students, staff, or others. May include being convicted of, being adjudicated to have committed, being indicted for, or having any information filed against for the commission of any felony or any delinquent act which would be a felony if committed by an adult.

ARSON - Unlawful and intentional damage or attempted damage to any real or personal property by fire or incendiary device.

ASSAULT - The attempt to commit a violent injury to another person or commits an act which places another in reasonable apprehension of immediately receiving a violent injury.

BATTERY - Intentional touching or striking of another person to intentionally cause bodily harm. (Note: The key difference between battery and fighting and is that fighting involves mutual participation.)

Level 1 - Intentional physical attack with the intent to cause bodily harm resulting in no bodily injuries. Includes but not limited to pushing, hitting, kicking, shoving, pinching, slapping, and other intentional physical confrontations.

Level 2 - Intentional physical attack with the intent to cause bodily harm resulting in mild or moderate bodily injuries. Includes but not limited to pushing, hitting, kicking, shoving, pinching, slapping, and other physical confrontations that result in mild or moderate injuries.

Level 3 - Intentional physical attack with the intent to cause bodily harm resulting in severe injuries or any physical attack on school personnel; Level 3 may be used for students that violate the school policy on battery three or more times during the same school year. Includes but not limited to choking, pushing, hitting, kicking, shoving, pinching, slapping, and other physical confrontations resulting in severe injuries; includes any physical attack on school personnel; includes incidents serious enough to warrant calling the police or security.

BOMB THREATS/EXPLOSIONS - Any communication which has the effect of threatening an explosion to do malicious, destructive, or bodily harm to school system property, at a school function, or extracurricular activity, or the persons in or on that property or attending the function. Preparing, possessing, or igniting explosives including unauthorized fireworks on school system property at a school function, or extracurricular activity.

BREAKING AND ENTERING - The unlawful and willful entry or attempted forcible entry of any school system property or the personal property of students and school system personnel.

BULLYING - 1) Behavior is intentional, targeted, and pervasive. 2) Any willful attempt to threaten or inflict injury on another person, when accompanied by an apparent ability to do so. 3) Any other behavior that would be classified as bullying under Georgia Law. See also policy H-24 Bullying Directive

CHEATING - Willful or deliberate unauthorized use of the work of another person for academic purposes, or inappropriate use of notes or other material in the completion of an academic assignment or test. In addition to disciplinary responses, the granting of credit for this assignment may be considered null and void.

CHRONIC DISCIPLINE PROBLEM STUDENT - A student who is chronically disruptive may be charged with repeated violations of school rules including, but not restricted to: the regular classroom, in non-structured settings within the school, or a combination. Intervention attempts may include consideration by the Student Support Team, parent notification, parent observation and development of a behavioral contract.

CLASSROOM DISRUPTION - Conduct or behavior, which interferes with or disrupts the teaching/learning process.

CLASS CUT - Failure to report to class without authorization.

COMPUTER TRESPASS - Unauthorized use of a computer or a computer network with the intention of deleting, obstructing, interrupting, altering, accessing data, or damaging, or in any way causing the malfunction of the computer, network, program(s), or data

DESTRUCTION OF PROPERTY - The willful or malicious destruction or major damage to school property or the property of others.

DETENTION - The student shall report to a specified school location and to a designated teacher or school official. Students must be given 24-hour notice in order to make arrangements for transportation. Detention may require the student's attendance before school, after school, on Saturdays, or during scheduled class or school activity time if school officials deem removal of the student from his/her regular school schedule essential to the well-being of the student or school. The Executive Director will develop rules for detention.

DISCIPLINARY PROBATION - A student found guilty of certain offenses may be placed on probation by Brighten Academy administration. Probation is a trial period during which a student violating school and/or school system rules is subject to further disciplinary action.

DISORDERLY CONDUCT - Conduct or behavior, which interferes with or disrupts the orderly process of the school environment, a school function, or extracurricular activity.

DISRESPECT FOR AUTHORITY - Inappropriate verbal or non-verbal behavior which lacks common courtesy, demeans, degrades, antagonizes, humiliates, embarrasses, or intimidates a school employee or volunteer.

DISRESPECT FOR OTHERS - Conduct or behavior, which lacks common courtesy, demeans, degrades, antagonizes, humiliates, or embarrasses a person or group of persons.

DRESS CODE - Non-conformity to established dress code of Brighten Academy, including color, style, adornment, or appropriate fit.

DRUGS – Substances that alter a person’s mental or physical state.

DUE PROCESS HEARING - A hearing with a panel composed of the Parent, Executive Director, a Teacher, and one Hearing Officer. The Due Process Hearing Officer hears evidence presented by the school, the student, and parents when a student is referred by the Executive Director or designee. The Due Process Hearing Officer has the authority to make decisions up to and including permanent expulsion.

EXPULSION - The student is removed from Brighten Academy, its property and activities or events beyond the current school semester and may not retain priority enrollment privileges.

EXTENT OF SCHOOL JURISDICTION - Students are accountable for behavior on school property, at school functions, and enroute to or from school functions.

EXTORTION/THREATS - The willful or malicious threats of harm, injury, or violence to the person, property or reputation of another with the intent to obtain money, information, services or items of material worth.

FALSE FIRE ALARM - The willful and/or malicious activation of a fire alarm system or the willful and/or malicious reporting of a false fire.

FELONY - Any offense punishable as a felony under Georgia law or federal law.

FIGHTING – See "Affray/Fighting"

FIRECRACKERS/FIREWORKS - Unauthorized possession and/or igniting of fireworks or firecrackers on school property, at a school function or extracurricular activity.

FORGERY - The making of false or misleading written communication to a school staff member or parent with the intent to deceive, or under circumstances which would be reasonably calculated to deceive the staff member.

GAMBLING - Any participation in games (or activities) of chance for money and/or things of value.

HAZING – Any action or situation which subjects a student to an activity which endangers or is likely to endanger the physical or mental health of a student, regardless of the student’s willingness to participate in such activity.

HEARING OFFICER – The trained and certified person who conducts the hearing.

HITTING / ROUGHING / MINOR PHYSICAL CONTACT – Intentionally making physical contact with another person including but not limited to hitting, slapping, pushing, shoving, tripping and wrestling.

INAPPROPRIATE DISPLAY OF AFFECTION - The practice of kissing, embracing, touching, and other similar types of activities are considered intimate and inappropriate in a school setting. Written or verbal suggestions or explicit language may also be categorized as an inappropriate display of affection.

INAPPROPRIATE USE OF TECHNOLOGY- Unauthorized use of a computer, its programs, websites, or a computer network

INCITING, LEADING, OR PARTICIPATING IN A MAJOR STUDENT DISORDER - The willful act of inciting, leading or participating in any disruption or disturbance which interferes with the educational process or which can result in damage or destruction to public or private property, or cause personal injury to participants and others.

IN-SCHOOL SUSPENSION - The student is removed from regular classes for a specified period of time in the local school. Class work assignments are sent to the student by the teachers. The student may not attend or participate in any extracurricular activities while assigned to In-School Suspension (ISS).

INSUBORDINATION - Refusal or failure to comply with a direction or an order from a school staff member; failure to comply with State Law, School Board Policy, the school's Behavior Code, behavior contracts, or classroom or school rules.

INTIMIDATION - The verbal or physical threat to do harm or violence to another person(s) or to the property of another person.

LEAVING CAMPUS - Students leaving campus without approval of school officials

LONG-TERM SUSPENSION - The student is suspended out-of-school for more than ten (10) days. Any suspension of more than ten (10) days may be assigned only by the Due Process Hearing Office, or by the Governing Board.

LOOK ALIKE DRUG - A substance, other than a controlled substance/drug which by appearance or implication lead a reasonable person to believe it is a controlled substance.

LOOK ALIKE WEAPON – Any imitation of an original weapon, including but not limited to items made to look like guns, knives, water guns, toy guns, toy knives, used to threaten or intimidate.

MISBEHAVIOR IN THE CAFETERIA - The acts of throwing objects, leaving food, etc. in the cafeteria; open food or drink outside of designated areas (any area other than cafeteria)

MISCONDUCT ON SCHOOL APPROVED TRANSPORTATION - Conduct or behavior which interferes with the orderly, safe, and expeditious transportation of students or other authorized riders. In addition to consequences for offenses on a bus, students may lose the privilege to ride the bus.

NON-PRESCRIPTION DRUG - Over-the-counter drug not authorized by a registered physician and not prescribed for the student. Student use is prohibited except in accordance with local school policy.

NUISANCE ITEMS -This includes beepers, cell phones, radios, skates, skateboards, toys, toy guns, playing cards, water pistols, camera, video or DVD cameras, CD players, MP3 players, iPods, video games, etc. which are not to be brought to school. Also a nuisance item is any electronic device used without the teacher's permission and/or without submitting a signed BYOT form.

PRESCRIPTION DRUG - Use of a drug (medication) authorized by a registered physician, and prescribed for the student. Student or parent/legal guardian should inform the school on the use of medically prescribed drug.

PROFANE, OBSCENE, OR ABUSIVE LANGUAGE/MATERIALS - The use of either oral or written language, gestures, objects or pictures which are socially unacceptable and which tend to disrupt the orderly school environment, a school function, or extracurricular activity.

REPEATED MISCONDUCT OF A LESS SERIOUS NATURE - Repeated misconduct, which tends to disrupt an orderly school environment or an extracurricular activity

RIOTOUS BEHAVIOR – An act or conduct which urges, counsels, or advises others to disrupt the orderly conduct of students, staff or third parties; or an act or conduct which exacerbates a disruption of the orderly conduct of students, staff or third parties.

ROBBERY - The act or attempted act of taking money, property, or possessions from another, against his or her will, through the use of force, violence, or fear.

SEXUAL BATTERY - Intentional physical contact with the intimate parts of the body of another person without the consent of that person. The term “intimate parts” means the primary genital area, anus, groin, inner thighs, or buttocks of a male or female and the breasts of a female.

SEXUAL HARASSMENT - any act intended to create a hostile environment or to gain sexual favors by intimidation.

SEXUAL OFFENSES - any act of indecent exposure or any sexual crimes as defined by Georgia law.

SIMPLE BATTERY - Intentionally making physical contact of an insulting or provoking nature with another person.

SHORT-TERM SUSPENSION - one (1) through ten (10) days suspension out of school by the local school administrator. The student may be suspended for an accumulation of offenses, as well as a major offense. The teacher will determine required make-up. Suspended students shall make up those tests or assignments (that will have a significant impact on their final grade. It will be the student's responsibility to request make-up work within a reasonable period of time three (3) school days upon return to school. Work must be returned within the period specified by the teacher.

SMOKING (AND OTHER USE OF TOBACCO PRODUCTS) - The possession, use, distribution or sale of tobacco products on school system property, or at a school event.

SUSPENSION - When the term suspension is used in the discipline code it may be interpreted to mean in-school suspension or short-term out of school suspension.

TARDINESS - Late arrival to school or class.

TERRORISTIC THREAT - A student commits the offense of terroristic threat when he/she threatens to commit violence against person(s) or damage to property, which would cause a reasonable person to feel terrorized, or causes the evacuation of a building, school assembly, and/or school bus, or otherwise causes serious disruption of a school or school activity.

THEFT - Taking the personal property of someone else or the school system.

TRESPASSING - Illegal presence on a school campus by suspended students, or any other person who does not have permission to be on school grounds.

TRUANCY - Violation of the State Attendance Laws - The primary purpose of our school is to promote student learning. To that end, Brighten Academy expects teachers to provide well-planned, appropriate lessons for each class every day that school is in session. In order to receive maximum benefit from the instructional activities, students are expected to be in school each day unless excused for legitimate reasons. Good attendance habits positively impact the learning process and carry over into the world of work. While teachers and administrators are charged with the responsibility of providing worthwhile daily activities for students, the students and their parents must assume responsibility for being punctual and regular in attendance. It is the position of Brighten Academy that every day at school is important and that no student ever be absent except for extraordinary reasons. Truancy may lead to court action against the student and parent.

UNAUTHORIZED AREAS INCLUDING THE FOLLOWING: A) Any area of the building where classes are in session during lunch period; B) The parking lot once you have arrived in the school; C) At lunch time students are permitted to be in the cafeteria or in the designated area; D) Any other designated area.

UNAUTHORIZED ASSEMBLY, PUBLICATIONS, ETC. - Demonstrations and/or petitions by students, or possession and/or distribution of unauthorized publications, which interfere with the orderly process of the school environment, a school function, or extracurricular activity

VANDALISM - Willful or malicious acts which result in minor damage to real property or personal property of the school or to personal property of any person at the school.

VAPING (AND OTHER USE OF VAPING PRODUCTS PARAPHERNALIA) - The possession, use, distribution or sale of vaping products on school system property, or at a school event.

VERBAL ABUSE - Degrading comments directed toward an individual. This includes social out-casting or encouraging others to isolate a peer.

VERBAL ASSAULT - A violent threat with non-physical weapons such as words, arguments, or appeals

WAIVER OF ATTENDING DUE PROCESS HEARING - Parents may sign a waiver if the student admits guilt, they cannot attend, or do not elect to attend the Due Process Hearing. In the event a parent or student does not attend the hearing, it will proceed as scheduled. The Executive Director or designee is authorized to negotiate consequences as part of the Due Process Hearing waiver.

WEAPONS - "Weapon" means and includes any pistol, revolver, or any weapon designed or intended to propel a missile of any kind, or any dirk, bowie knife, switchblade knife, ballistic knife, any other knife having a blade of two or more inches, straight-edge razor, razor blade, spring stick, metal knuckles, blackjack, any bat, club, or other bludgeon-type weapon, or any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, which may be known as a nun chachka, nun chuck, nunchaku, shuriken, or fighting chain, or any disc, of whatever configuration, having at least two points or pointed blades which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart, or any weapon of like kind, and any stun gun or taser as defined in subsection (a) of Code Section 16-11-106. This section excludes any of these instruments used for classroom work authorized by the teacher." Weapon shall also include any instrumentality or object which if used in an offensive manner could cause bodily injury to a person or property or places a person in fear for his/her safety. (O.C.G.A. 16-11-127.1; 15-11-37; P.L. 103-227)

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Student Sexual Harassment

H26-R2

The Brighten Academy Board adopts the following policy effective on the date of adoption by the Board. The intent of this policy is to comply with the Title IX federal regulations concerning sexual harassment. To the extent that additional requirements are specified in federal law or regulations, Brighten Academy shall comply with such requirements.

DEFINITIONS

Actual knowledge means notice of sexual harassment or allegations of sexual harassment to the School's Title IX Coordinator or to any official or employee of the school. This notice requirement is not met when the only school official or employee with actual knowledge is the respondent.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. If the complainant is under the age of 18, the parent or legal guardian can file a complaint and act on behalf of the student.

Days for the purpose of this policy means "school days."

Deliberately indifferent means a response to sexual harassment that is clearly unreasonable in light of the known circumstances.

Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in a school education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed for the Title IX Coordinator in the school's nondiscrimination notice posted on its website. As used in this policy, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided by the school) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the School conditioning the provision of a School aid, benefit, or service on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School's education program or activity; or
3. "Sexual assault"- an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation; or "Dating Violence"- sex-based violence committed by a person-
(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship; or

“Domestic Violence”- sex-based violence which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

“Sex-based Stalking” - engaging in a course of conduct directed at a specific person that would cause a reasonable person to-

- (A) fear for his or her safety or the safety of others; or
- (B) suffer substantial emotional distress.

Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School's educational environment, or deter sexual harassment. The School shall presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The grievance process will be followed before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the School to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

NONDISCRIMINATION POLICY

It is the policy of Brighten Academy to comply fully with the requirements of state law, Title IX and its accompanying regulations.

The School prohibits discrimination based on sex and sexual harassment of students by other students, employees, volunteers or others over whom the School has authority in any School education program or activity. Education program or activity includes locations, events, or circumstances over which the School exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

The School shall respond promptly in a manner that is not deliberately indifferent when it has actual knowledge of sexual harassment against a person in an education program or activity. The School shall require that any individual designated and authorized as a Title IX Coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The School shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, will receive training on the definition of sexual harassment, the scope of the School's education program or activity, how to conduct

an investigation and grievance process including questioning, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The School shall ensure that decision-makers receive training on any technology to be used during questioning, and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. The School also shall ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, shall not rely on sex stereotypes and shall promote impartial investigations and adjudications of formal complaints of sexual harassment.

Reports or complaints made to the School regarding alleged sexual harassment in violation of Title IX shall be processed in accordance with the following process:

GRIEVANCE PROCESS

1. Reports or complaints may be verbal or written and may be made at any time (including during non-business hours), in person, by mail, by telephone, or by electronic mail using the contact information posted on the school and/or school website.
2. Any student, employee, parent or other person wishing to report or file a complaint alleging a violation as described above shall promptly notify either the principal or counselor at his/her school or the Title IX Coordinator designated and authorized by the School. Any employee who receives information from a student alleging sexual harassment shall report it to the principal or Title IX Coordinator. If the alleged offending individual is the principal, the report or complaint should be made by the complainant to the Title IX Coordinator.
3. The Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures as defined in this policy, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. The School shall treat complainants and respondents equitably by following this grievance process before punishing the respondent or providing remedies to the complainant. Remedies will be designed to restore or preserve equal access to the School's education program or activity. Such remedies may include the same individualized services described as "supportive measures." However, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

4. Formal Complaint:

Upon receipt of a formal complaint, the School shall within 10 days provide the following written notice to the parties who are known:

- (A) Notice of the School's grievance process;
- (B) Notice of the allegations potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice shall include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice shall inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. The written notice shall inform the parties of any provision in the code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process. The notice shall describe the range of or list the possible disciplinary sanctions and remedies that the School may implement following any

determination of responsibility.

(C) If, in the course of an investigation, the School decides to investigate allegations about the complainant or respondent that are not included in the notice provided pursuant to paragraph (4)(B), the School shall provide notice of the additional allegations to the parties whose identities are known.

5. Dismissal of a formal complaint.

The School shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined herein even if proved or did not occur in the School's education program or activity or in the United States, then the School shall dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under Title IX; such a dismissal does not preclude action under another provision of the School's code of conduct.

(A) The School may dismiss the formal complaint or any allegations therein, if at any time during the investigation: A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled or employed by the School; or specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

(B) Upon a dismissal required or permitted pursuant to paragraph (5), the School shall promptly send written notice of and reason(s) for the dismissal simultaneously to the parties.

6. Consolidation of formal complaints.

The School may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references to the singular "party," "complainant," or "respondent" include the plural, as applicable.

7. Investigation of a formal complaint.

After providing written notice to the parties of the receipt of a formal complaint, the School shall have 15 days to investigate. When investigating a formal complaint and throughout the grievance process, the School shall—

(A) Assume the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility and not place such burdens on the parties provided that the School cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the School obtains that party's voluntary, written consent to do so;

(B) Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

(C) Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

(D) Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the School may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

(E) Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate;

(F) Provide both parties an equal opportunity to inspect and review any non-privileged evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the School does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the School shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties shall have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. The School shall make all such evidence subject to the parties' inspection and review available at any meeting to give each party equal opportunity to refer to such evidence during the meeting, including for purposes of cross-examination; and

(G) Create within 5 days an investigative report that fairly summarizes relevant evidence, and at least 10 days prior to the determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

(H) If at any point in the investigation of reported sexual harassment of a student, the investigator determines that the reported harassment should more properly be termed abuse, the reported incident or situation shall be referred pursuant to the established protocol for child abuse investigation. Reported sexual harassment determined not to be sexual harassment as defined under Title IX may be investigated in accordance with Policy JAA.

8. Questions.

After the School has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) shall afford a 10 day period for each party to have the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The School shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. The decision-maker(s) shall explain to the party proposing the questions any decision to exclude a question as not relevant.

9. Determination regarding responsibility.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall, within 10 days of the conclusion of the question and answer period, issue a written determination regarding responsibility. To reach this determination, the School shall apply the preponderance of the evidence standard of evidence to formal complaints against students, to formal complaints against employees and to all complaints of sexual harassment.

The written determination shall include—

- (A) Identification of the allegations potentially constituting sexual harassment as defined in this policy;
- (B) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- (C) Findings of fact supporting the determination;
- (D) Conclusions regarding the application of the School's code of conduct to the facts;
- (E) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School imposes on the respondent, and whether remedies

designed to restore or preserve equal access to the School's education program or activity will be provided by the School to the complainant; and

(F) The School's procedures and permissible bases for the complainant and respondent to appeal.

(G) The School shall provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the School provides the parties with the written determination of the result of the appeal,

if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

(H) The Title IX Coordinator is responsible for effective implementation of any remedies.

10. Appeals.

The School shall offer both parties 10 days after a decision for an appeal from a determination regarding responsibility, and from a School's dismissal of a formal complaint or any allegations therein, on the following bases:

(A) Procedural irregularity that affected the outcome of the matter;

(B) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

(C) The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

(D) As to all appeals, the School shall:

(i) Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

(ii) Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

(iii) Ensure that the decision-maker(s) for the appeal complies with the training standards set forth in this policy;

(iv) Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

(v) Issue a written decision describing the result of the appeal and the rationale for the result; and

(vi) Provide the written decision simultaneously to both parties within 10 days of the receipt of the appeal.

11. Informal resolution.

The School shall not require as a condition of enrollment or continuing enrollment or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this policy. Similarly, the School shall not require the parties to participate in an informal resolution process and shall not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the School may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the School—

(A) Provides to the parties a written notice disclosing: The allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

(B) Obtains the parties' voluntary, written consent to the informal resolution process; and

(C) Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

12. Recordkeeping.

The School shall maintain for a period of seven years records of—

- (A) Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the School's education program or activity;
 - (B) Any appeal and the result therefrom;
 - (C) Any informal resolution and the result therefrom; and
 - (D) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The School shall make these training materials publicly available on its website, or if the School does not maintain a website, shall make these materials available upon request for inspection by members of the public.
- (i) For each response required under the School's process for responding to a sexual harassment formal complaint, the School shall create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the School shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the School's education program or activity. If the School does not provide a complainant with supportive measures, then the School shall document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the School in the future from providing additional explanations or detailing additional measures taken.

13. Confidentiality.

The School shall keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by federal or state law or regulations, or to carry out the purposes of Title IX requirements, including the conduct of any investigation or judicial proceeding arising thereunder.

14. Retaliation Prohibited.

(A) No School or person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation or proceeding under Title IX. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Complaints alleging retaliation may be filed in accordance with the procedures specified in Policy JAA.

(B) The exercise of rights protected under the First Amendment does not constitute retaliation prohibited under subparagraph (a).

(C) Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy does not constitute retaliation prohibited under subparagraph (a); provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

15. **Time Frame.**

The School shall allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

NOTICE:

The School is required by Title IX and its implementing regulations to notify employees, students, parents or legal guardians, applicants for admission and employment, and professional organizations holding professional agreements with the School that the School does not discriminate on the basis of sex in the operation of its education programs or activities, including admissions and employment.

Contact information for the School's Title IX Coordinator is located on its website and in all handbooks or catalogs that the School makes available to employees, students, parents or legal guardians, applicants for admission and employment, and professional organizations holding professional agreements with the School.

Inquiries about Title IX and its implementing regulations may be referred to the School's Title IX Coordinator, to the Assistant Secretary of the U.S. Department of Education, or both.

Adopted: 10-17-2022

Wellness Program

H27

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Governing Board recognizes that student wellness and proper nutrition are related to students' well-being, growth, development, and readiness to learn. The Board is committed to providing a school environment that promotes and protects student wellness through proper nutrition, nutrition education, nutrition promotion, and regular physical activity as part of the total learning experience. In a healthy school environment, students will learn about and participate in positive dietary and lifestyle practices that can improve student achievement.

Development of Wellness Plan – In accordance with federal law, the Board will involve parents, students, physical education and health teachers, representatives of food services, Board members, school administrators, and the public in developing a school-wide wellness plan. While considering input from various stakeholders interested in the promotion of overall student health and well-being, the Board establishes, in this policy, goals to promote student wellness. The Executive Director or designee shall develop regulations to address all of the required wellness components specified in federal legislation.

School Wellness Committee – Brighten Academy will convene a school wellness committee that meets annually to establish goals for and oversee school health and safety policies and programs, including development, implementation, and periodic review and update of this wellness policy. The committee will consist of parents, students, physical education and health teachers, school nutrition representatives, board members, and school administrators. A school administrator will ensure compliance with the policy.

Public Access – The school will inform and update the public, including parents, students, and others in the community, about the content and implementation of the wellness plan. Methods may include developing or disseminating printed or electronic materials to families of school children and other members of the community and posting the school wellness plan on the school website. The school will measure periodically and make available to the public an assessment of the wellness plan.

Nutrition Guidelines – To the extent practicable, the school shall participate in available federal school meal programs. All foods and beverages made available on campus during the school day shall be consistent with the requirements of federal and state law. Guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the US Secretary pursuant to the most current federal child nutrition act and the National School Lunch Act, as those regulations and guidance apply to all schools. The Executive Director or designee shall develop procedures for operation of school food services at the school during the day with the objectives of promoting school health and reducing childhood obesity.

Nutrition Promotion – Promotion and modeling of good nutritional measures will occur throughout the school. Promotion techniques may include publication of menus with nutrient analysis and listing of common allergens, web-based nutrition and wellness newsletters, food marking, labeling, special promotions, posters, aesthetic environment, and parent education.

Nutrition Promotion Goals – It is the intent of the Board that the school shall teach, encourage, and support healthy eating by students. The school shall provide nutrition education consistent with federal and state requirements and engage in nutrition promotion aimed at attainment of the following goals:

- Nutrition will be taught in classes through integration with the curriculum.
- Students will be encouraged to begin each day with a healthy breakfast, and to continue each day with a healthy lunch.

Nutrition Standards – In order to promote healthy eating habits

1. The breakfast, lunch, and snack programs will, at a minimum, follow the USDA Requirements for the Federal School Meals Programs. This includes the type and quantities of foods offered for the reimbursable meals as well as the overall nutritional content of the meals. The nutrition program will offer a variety of age-appropriate food and beverage selections.
2. The school will promote and encourage the use of safe and healthy foods and beverages that are low in fat and sugar and high in fiber in a la carte, vending, classroom, and after school programs.
3. The nutrition program will take every measure to ensure that students have access to meals. Meals will be offered free and at reduced prices to eligible students based on the Federal guidelines.
4. A la carte foods served by the nutrition program will be limited to food and beverages that meet the Federal, State, and local policies.
5. Nutrition information for all foods served by the nutrition program will be made available to the parents and students via appropriate methods.
6. School cafeterias are inspected by the local health inspector, per federal requirements. All deficiencies cited by the inspector will be reported to the Board by the administration and corrected immediately.
7. BACS will market only those foods and beverages that meet the nutrition guidelines and Smart Snack standards.

Physical Activity – Children and adolescents should participate in 60 minutes of physical activity every day. A substantial percentage of students’ physical activity can be provided through a comprehensive, school-based physical activity program (CSPAP) that includes these components: physical education, recess, classroom-based physical activity, and out-of-school time activities and Brighten Academy is committed to providing these opportunities.

Physical activity during the school day (including but not limited to recess, physical activity breaks, or physical education) will not be withheld as punishment for any reason. This does not include participation on extracurricular activities that have specific academic requirements. Brighten Academy will provide teachers and other school staff with alternative ways to discipline students.

To the extent practicable, Brighten Academy will ensure that its grounds and facilities are safe and that equipment is available to students to be active. Brighten Academy will conduct necessary inspections and repairs.

Physical Education – See Policy Regulation H27-R1 Wellness Program—Comprehensive Physical Education and Health Program.

Recess (Elementary) – All Elementary students will be offered at least 20 minutes of recess on most days during the school year. If recess is offered before lunch, schools will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating and students are required to use these mechanisms before eating.

- Outdoor recess will be offered when weather is feasible for outdoor play.
- In the event that the school or district must conduct indoor recess, teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable.

- Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

Physical Activity Breaks (Elementary and Middle School) – Brighten Academy recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. Thus, students will be offered periodic opportunities to be active or to stretch throughout the day on all or most days during a typical school week. Brighten Academy recommends teachers provide short (3-5 minute) physical activity breaks to students during and between classroom times. These physical activity breaks will complement, not substitute, for physical education class, recess, and class transition periods.

Other Activities that Promote Student Wellness – Brighten Academy will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues, and physical activity facilities. Brighten Academy will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development, and strong educational outcomes.

Staff are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by Brighten Academy's curriculum experts.

Community Health Promotion and Engagement – Brighten Academy will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

As described in the "Community Involvement, Outreach, and Communications" subsection, Brighten Academy will use electronic mechanisms (such as email or displaying notices on Brighten Academy's website), as well as non-electronic mechanisms, (such as newsletters, presentations to parents, or sending information home to parents), to ensure that all families are actively notified of opportunities to participate in school-sponsored activities and receive information about health promotion efforts.

Adopted: 07-13-15

Reviewed: 05-22-17

Revised: 04-15-19

Reviewed: 03-08-21

Revised: 12-13-21

Revised: 09-26-22

Wellness Policy—Comprehensive Physical Education and Health Program

H27-R1

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The Governing Board recognizes that student wellness and proper nutrition are related to students' well-being, growth, development, and readiness to learn. The Board is committed to providing a school environment that promotes and protects student wellness through proper nutrition, nutrition education, nutrition promotion, and regular physical activity as part of the total learning experience. In a healthy school environment, students will learn about and participate in positive dietary and lifestyle practices that can improve student achievement.

Brighten Academy will provide students with physical education and health, using an age-appropriate, sequential physical education and health curriculum consistent with national and state standards for physical education and health. The physical education and health curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts. All students will be provided an equal opportunity to participate in physical education and health classes. Brighten Academy will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

All elementary students in each grade will receive physical education for at least 40-80 minutes per week throughout the school year. The Brighten Academy physical education and health program will promote student physical fitness and health through individualized fitness and activity assessments and will use criterion-based reporting for each student.

The Brighten Academy physical education and health program shall adhere to these guidelines set forth by the state:

(1) DEFINITIONS.

- (a) Alcohol and other drug use education – a planned program of instruction that provides information about the use, misuse and abuse of alcohol, tobacco, legal and illegal drugs.
- (b) Disease prevention education – a planned program of instruction that provides information on how to prevent chronic and infectious diseases, including sexually transmitted diseases.
- (c) Psychomotor skills – skills that use hands-on practice to support cognitive learning for cardiopulmonary resuscitation (CPR) and use of an automated external defibrillator (AED).
- (d) Sex education/AIDS education – a planned program that shall include instruction relating to the handling of peer pressure, promotion of high self-esteem, local community values, and abstinence from sexual activity as an effective method of preventing acquired immune deficiency syndrome and the only sure method of preventing pregnancy and sexually transmitted diseases. This instruction shall emphasize abstinence from sexual activity until marriage and fidelity in marriage as important personal goals.
- (e) Fitness assessment program – annual assessment measuring and reporting health related fitness in the areas of aerobic capacity, body composition, flexibility, muscular strength, and muscular endurance.

(2) REQUIREMENTS.

(a) The board shall develop and implement an accurate, comprehensive health and physical education program that shall include information and concepts in the following areas.

1. Alcohol and other drug use
2. Disease prevention
3. Environmental health
4. Nutrition
5. Personal health
6. Sex education/AIDS education
7. Safety
8. Mental health
9. Growth and development
10. Consumer health
11. Community health
12. Health careers
13. Family living
14. Motor skills
15. Physical fitness
16. Lifetime sports
17. Outdoor education
18. Fitness assessment

(b) Each school containing any grade 6-12 shall make available instruction in health and physical education.

(c) Each school containing any grade K-12 shall provide alcohol, tobacco, vapor products, and other drug use education on an annual basis at each grade level.

(d) Each local board of education shall develop procedures to allow parents and legal guardians to exercise the option of excluding their child from sex education and AIDS prevention instructional programs.

1. Sex education and AIDS education shall be a part of a comprehensive health program.
2. Sex education shall also include annual age-appropriate sexual abuse and assault awareness and prevention education in kindergarten through grade 9.
3. Prior to the parent or legal guardian making a choice to allow his or her child or ward to take the specified unit of instruction, he or she shall be told what instruction is to be provided and have the opportunity to review all instructional materials to be used, print and nonprint. Any parent or legal guardian of a child to whom a course of study in sex education is to be taught shall have the right to elect, in writing, that such child not receive such course of study.

(e) Each local board of education shall establish a committee to review periodically sex/AIDS education instructional materials and make recommendations concerning age/grade level use. Recommendations made by the committee shall be approved by the local board of education before implementation. The committee shall be composed primarily of nonteaching parents who have children enrolled in the local

public schools and who represent the diversity of the student body augmented by others such as educators, health professionals and other community representatives. The committee shall also include a male and female student currently attending the 11th or 12th grade in the public schools.

(f) Each local school system shall conduct an annual fitness assessment program, as approved and funded by the State Board of Education, one time each school year for students in grades one through 12, to be conducted only during a physical education course that is taught by a certificated physical education teacher in which a student is enrolled. Such assessments shall include methods deemed by the State Board of Education as appropriate to ascertain levels of student physical fitness. Each local school system shall report the individual results of the fitness assessment to the parent or guardian of each student assessed and the aggregate results of the fitness assessments by school to the State Board of Education annually in a format approved and funded by the State Board of Education. The minimum required contents of the report shall be determined by the State Board of Education.

(g) Each local board of education which operates a school with grades 6 through 12 shall provide instruction in human trafficking awareness on an annual basis at each grade level.

Authority O.C.G.A. §§ 20-2-142(b), (c); 20-2-143; 20-2-149.1; 20-2-777.

Adopted 09-12-22

PROMOTION AND RETENTION OF STUDENTS

H28

1. DEFINITIONS.

- a. **Accelerated instruction** – challenging instructional activities that are intensely focused on student academic deficiencies in reading and/or mathematics. This accelerated instruction is designed to enable a student who has not achieved grade level, as defined by the Governor’s Office of Student Achievement, to meet grade-level standards in a compacted period of time. An acceleration plan also meets the needs of the most capable students by providing opportunities for such students to move through the academic experiences at a rate that will continue to be challenging, as well as make it possible for them to achieve beyond the regular curriculum.
- b. **Additional instruction** – academic instruction beyond regularly scheduled academic classes that is designed to bring students not performing on grade level, as defined by the Governor’s Office of Student Achievement, to grade level performance. It may include more instructional time allocated during the school day, instruction before and after the school day, Saturday instruction, and/or summer/inter-session instruction.
- c. **Differentiated instruction** – instructional strategies designed to meet individual student learning needs and/or styles.
- d. **Grade level performance** – standard of performance, as defined by the Governor’s Office of Student Achievement, on a state-adopted assessment.
- e. **Placement** – the assignment of a student to a specific grade level based on the determination that such placement will most likely provide the student with instruction and other services needed to succeed and progress to the next higher level of academic achievement.
- f. **Placement committee** – the committee established by the Executive Director or designee to make placement decisions concerning a student who does not achieve proficiency on the state-adopted assessment. This committee shall be comprised of the Executive Director or designee, the student’s parent or guardian, and the teacher(s) in the content area(s) in which the student did not achieve proficiency on the state-adopted assessment. For students with disabilities, the IEP committee will serve as the placement committee.
- g. **Promotion** – the assignment of a student to a higher grade level based on the student’s achievement of established criteria in the current grade.
- h. **Retention** – the assignment of a student to repeat the current grade level during the next school year.

2. PROMOTION STANDARDS AND CRITERIA.

The following table indicates the criteria to be used to determine promotion for each grade level.

| Grade | Absences | Final Grades | Classroom Performance | School Adopted Norm Reference | State Adopted Assessments | Habits of Scholarship |
|--------------|----------|--------------|-----------------------|-------------------------------|---------------------------|-----------------------|
| Kindergarten | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| First | ✓ | ✓ | ✓ | ✓ | | ✓ |
| Second | ✓ | ✓ | ✓ | ✓ | | ✓ |
| Third | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Fourth | ✓ | ✓ | ✓ | ✓ | | ✓ |
| Fifth | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Sixth | ✓ | ✓ | ✓ | ✓ | | ✓ |
| Seventh | ✓ | ✓ | ✓ | ✓ | | ✓ |
| Eighth | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

Summary of Promotion Requirements

CRITERIA FOR GRADES K - 5

1. A student may be considered for retention if:
 - a. Absences total fifteen (15) days or more than ten percent of enrolled days, especially if the academic progress is weak.
 - b. A score of 1.5 or lower in any two of the core areas of reading, language arts, science, social studies, or mathematics.
 - c. Performance indicates that additional remediation at the current grade level is needed in at least two academic subject areas. Evidence would include a variety of summative, diagnostic, and formative assessment measures and a student's performance over time.

A combination of any of the above may show a greater need for retention than when only one indicator is present.

2. Other considerations:
 - a. A student should not be retained more than one time in grades K-2, nor should he/she be retained more than one time in grades 3, 4, 5. No more than two retentions during the K-5 years should occur. Possible retention of students in grades K, 1, 2, & 4 must have supporting documentation prior to the placement committee meeting.
 - b. Elementary school students (grades kindergarten through 5th grade) who are 12 years old will be reviewed by the placement committee and school leader for consideration of appropriate grade placement.

A student will not be retained if all requirements for promotion have been met.

CRITERIA FOR GRADES 6 - 8

1. A student may be considered for retention if:
 - a. Absences total fifteen (15) days or more than ten percent of enrolled days, especially if the academic progress is weak.
 - b. Final grades include failures (1.5 or below) in any two of the core areas of reading, language arts, science, social studies, mathematics, or academic foreign language. Possible retention of students in grades 6 or 7 must have supporting documentation prior to the placement committee meeting.
 - c. Performance indicates that additional remediation at the current grade level is needed in at least two academic subject areas. Evidence would include a variety of summative, diagnostic, and formative assessment measures and a student's performance over time.

A combination of any of the above may show greater need for retention than when only one indicator is present.

2. Other considerations:
 - a. A student who has been retained two or more years prior to middle school should not be retained more than once in grades 6-8.
 - b. Middle school students (grades 6 through 8) who have been retained and are 15 years of age will be reviewed by the placement committee and school leader for consideration of appropriate grade placement.
 - c. The retention of a middle school student for participation in interscholastic competition is prohibited.

A student will not be retained if all requirements for promotion have been met.

3. REQUIREMENTS FOR GRADES K – 8.

- a. The school shall distribute student data to teachers prior to the beginning of each school year. Each teacher shall use available data to focus instruction on identified student academic performance in grades K – 8.
- b. The Executive Director or designee shall establish a placement committee for each student in grades K-8 who:
 1. (In accordance with State Board Rule 160-4-2-.32 (IGB)) does not achieve proficiency on the reading and/or math portions of the state-adopted assessment:
 - a. Determine whether each student shall be retained or promoted based on a review of the overall academic achievement of the student as well as the student's state-adopted assessment;

- b. Develop an accelerated, differentiated, or additional instruction plan for all students who do not achieve grade level on the reading and/or mathematics sections of the state-adopted assessment; and
 - c. Develop a plan of continuous assessment during the subsequent school year in order to monitor the progress of the student.
- 2. Does not meet previously stated promotion standards criteria:
 - a. Determine whether each student shall be retained or promoted based on a review of the overall academic achievement of the student;
 - b. Develop an accelerated, differentiated, or additional instruction plan for all students who do not achieve proficiency on the reading and/or mathematics sections of the state-adopted assessment; and
 - c. Develop a plan of continuous assessment during the subsequent school year in order to monitor the progress of the student.

4. PROMOTION REQUIREMENTS FOR GRADES 3, 5, AND 8.

- a. No student shall be placed or promoted to the fourth, sixth, or ninth grade except as provided below:
 - 1. No third grade student shall be promoted to the fourth grade if the student does not achieve proficiency on the state-adopted assessment in reading, as defined by the Governor's Office of Student Achievement in accordance with O.C.G.A. § 20-2-281, and meet promotion standards and criteria in Section (2) above.
 - 2. No fifth grade student shall be promoted to the sixth grade if the student does not achieve proficiency on the state-adopted assessment in reading and the state-adopted assessment in mathematics, as defined by the Governor's Office of Student Achievement in accordance with O.C.G.A. § 20-2-281, and meet promotion standards and criteria in Section (2) above.
 - 3. No eighth grade student shall be promoted to the ninth grade if the student does not achieve proficiency on the state-adopted assessment in reading and the state-adopted assessment in mathematics, as defined by the Governor's Office of Student Achievement in accordance with O.C.G.A. § 20-2-281, and meet promotion standards and criteria in Section (2) above.
 - 4. The Executive Director or designee may retain a student who achieves proficiency on the state-adopted assessment but who does not meet promotion standards and criteria established in Section (2) above.
- b. When a student does not achieve proficiency in grades 3, 5, or 8 on the state-adopted assessment(s) specified in Section (a) above, then the following shall occur:
 - 1. Within ten calendar days, excluding week-ends and holidays, of receipt of the state-adopted assessment scores, the Executive Director or designee shall notify in writing by first-class mail the parent or guardian of the student regarding the following:
 - i. The student's proficiency level on the state-adopted assessment;

- ii. The specific retest(s) to be given the student and testing date(s);
 - iii. The opportunity for accelerated, differentiated, or additional instruction based on the student's performance on the state-adopted assessment; and
 - iv. The possibility that the student might be retained at the same grade level for the next school year.
 2. The student shall be given an opportunity for additional instruction that is accelerated and differentiated in the applicable subject(s) prior to the retesting opportunity; and
 3. The student shall be retested with appropriate section(s) of the state-adopted assessment(s) or an alternative assessment instrument that is appropriate for the student's grade level.
- c. When a student does not achieve proficiency on the state-adopted assessment in grades 3, 5 and 8, and also does not achieve proficiency on a second opportunity to take the assessment, then the following shall occur:
 1. The Executive Director or designee shall retain the student for the next school year except as otherwise follows.
 2. The Executive Director or designee shall notify in writing by first-class mail the parent or guardian of the student and the teacher(s) regarding the decision to retain the student.
 - i. The notice shall describe the option of the parent, guardian, or teacher to appeal the decision to retain the student;
 - ii. The notice shall describe the composition and functions of the placement committee;
 - iii. The notice shall include the requirement that the decision to promote the student must be the unanimous decision of the placement committee comprised of the Executive Director or designee, the student's parent or guardian, and the teacher(s) in the content area(s) in which the student did not achieve proficiency on the state-adopted assessment.
 3. If the parent, guardian, or teacher(s) appeal the decision to retain the student, then the Executive Director or designee shall establish a placement committee to consider the appeal.
 - i. The placement committee shall be comprised of the Executive Director or designee, the student's parent or guardian, and the teacher(s) of the subject(s) of the state-adopted assessment or the alternative assessment instrument on which the student failed to perform at grade level.
 - ii. The Executive Director or designee shall notify in writing by first-class mail the parent or guardian of the time and place for convening the placement committee.

- iii. The placement committee shall review the overall academic achievement of the student in light of the performance on the state-adopted assessment or the alternative assessment instrument and promotion standards and criteria, specified in Section (2) above, and make a determination to promote or retain.
 - iv. The decision to **place in the next grade** must be the unanimous decision of the placement committee and must determine that if placed in the next grade and given accelerated, differentiated, or additional instruction during the next year, the student is likely to perform at grade level by the conclusion of the school year.
 - v. The placement committee shall prescribe such additional assessments as may be appropriate in addition to assessments administered to other students at the grade level during the year.
 - vi. The placement committee shall provide for a plan of continuous assessment during the subsequent school year in order to monitor the progress of the student.
4. A plan for accelerated, differentiated, or additional instruction must be developed for each student who does not achieve proficiency in grades 3, 5, or 8 on the state-adopted assessment(s) specified in Section (a) above whether the student is retained, placed or promoted for the subsequent year.
 5. A student who is absent or otherwise unable to take the state-adopted assessment in reading and/or mathematics on the first administration or its designated make-up day(s) shall take the state-adopted assessment in reading and/or mathematics on the second administration day(s) or an alternative assessment instrument that is appropriate for the student's grade level. Placement or promotion of these students shall follow the same procedures as students who do not achieve proficiency on the first administration of the assessment.
 6. A student's failure to take the state-adopted assessment within the State of Georgia in grades 3, 5, and 8 in reading and/or mathematics on any of the designated testing date(s) or an alternative assessment instrument that is appropriate for the student's grade level shall result in the student being retained. The option of the parent, guardian, or teacher(s) to appeal the decision to retain the student shall follow the guidelines designated in O.C.G.A. § 20-2-283.
 7. A student shall be considered to have met the testing requirements of this rule if the following occurs:
 - i. The student transfers to a Georgia public school from another state that requires a criterion-referenced assessment and uses data from the assessment to make decisions regarding promotion and retention; and
 - ii. The student has taken the criterion-referenced assessment during the current year and has appropriate records of performance.
 1. The student's performance on that criterion-referenced assessment shall be used for promotion and retention decisions at the receiving school. The student shall not be required to take the Georgia's state-adopted assessment.

8. For students receiving special education or related services, the Individualized Education Plan Committee shall convene if the placement committee recommends retention.
 9. The decision of the placement committee may be appealed to the Governing Board.
- d. A placement committee shall determine placement of a student who does not achieve proficiency on the third, fifth, or eighth grade state-adopted assessment after having been retained in grade 3, 5, or 8 for a year. The placement committee shall review previous plans for accelerated, differentiated, or additional instruction for each student and will make appropriate adjustments to the plan to provide services needed in order for the student to succeed and to progress to the next higher level of academic achievement.

Adopted: 09-11-17
Revised: 03-12-18
Revised: 04-15-19
Reviewed: 05-10-21
Revised: 07-24-23

H28-E1 RETENTION/PLACEMENT/PROMOTION PLAN

Brighten Academy Retention/Placement/Promotion Plan

Student Name: _____ DOB _____ Age: _____

School: _____ Grade: _____

Date parent notified of committee meeting: _____

Standardized Testing Results:

K _____ GKIDS results: _____
(Date)

1-8 _____ Georgia Milestones EOG results: ELA _____ Math _____
(Date)

Placement Committee Recommendations:

K-8 Student will be retained in grade _____ or placed in grade _____.

Educational Plan (to be completed for all students who are retained/placed):

The following plan will be implemented to address the learning needs of the student who is retained or placed.

To address below grade level performance in: _____,
additional, and differentiated instruction will be offered to the student to include:

*For students with disabilities, the IEP serves as the plan

Placement Committee Members:

| | | | |
|--|-------------------|--|-------------------|
| | Classroom Teacher | | Classroom Teacher |
| | ELA/RDG Teacher | | Math Teacher |
| | Administrator | | Parent |

Placement Committee Date: _____

Adopted: 09-11-17

Revised: 03-12-18

Revise: 04-15-19

Reviewed: 05-10-21

H28-E2 RETENTION/PROMOTION RECOMMENDATION FORM

Updated Jan. 8, 2024

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BRIGHTEN ACADEMY

Please check one: _____ Retention _____ Placement _____ Promotion

Retention/Placement/Promotion Checklist

Grades K, 1, 2, 4, 6, 7

Student Name: _____ School Year: _____

Date of Birth: _____ Recent Assessment Data: _____

Check the criteria that apply:

_____ Excessive Absences (15 days or more) Number of Absences: _____

_____ Elementary: For Grades K-4, achievement level of 1 on the standards based report card in two or more academic subjects or identified below grade level.

_____ Middle: Failure in two or more academic subjects.

_____ Previously Retained Grade(s) _____

Other _____

Indicate the date that each of the following is completed.

1. _____ Identified by teacher(s) as a possible retaineer (must be identified in third quarter)
2. _____ Notification to parents, through a parent/teacher conference, that retention/promotion may be necessary (as soon as identified)
3. _____ Supporting documentation discussed with administration
4. Placement committee meeting conducted – attendance, skill development, age, and any other factors should be considered at this time
5. Individual Program Plan developed by committee monitored in Tier 2 or higher of Pyramid of Intervention.
6. Retention/Placement/Promotion Recommendation Form completed and signed by parent, teacher, and principal
7. For Students with Disabilities, if retention is determined, and IEP meeting should be schedule. The IEP serves as the plan.
8. Attach this form to documentation to be filed in cumulative record.

Adopted: 09-11-17

Revised: 03-12-18

Revise: 04-15-19

Reviewed: 05-10-21

H28-E3 RETENTION/PROMOTION RECOMMENDATION FORM

BRIGHTEN ACADEMY

Grades 3, 5, 8

STUDENT NAME: _____ **SCHOOL YEAR:** _____
DATE OF BIRTH _____ **GRADE: 3 5 8**

Indicate the DATE that each of the following is completed, maintaining the documentation in a folder.

1. _____ State adopted assessment results
 Reading and Vocabulary – Below or On/Above Grade Level (circle one)
 Math Achievement Level – Beginning, Developing, Proficient, or Distinguished (circle one)

2. _____ Notification of parents in writing by first class mail within 10 days
 - Student’s below grade level performance
 - Date of retest
 - Opportunity offered for accelerated, differentiated or additional instruction
 - Possibility of retention
 - Additional parent contact dates _____

3. _____ Additional instruction dates OR parent refusal (attach refusal)

4. _____ Retest results
 Reading and Vocabulary – Below or On/Above Grade Level (circle one)
 Math Achievement Level – Beginning, Developing, Proficient, or Distinguished (circle one)

If retest failed proceed to #5

5. _____ Retained in grade _____ for the _____ school year and parent letter sent notifying of:
 - Decision to retain
 - Option to appeal by parent or teacher(s)
 - Description of placement committee and requirements
 - For students with disabilities, IEP meeting covered regarding dissemination to retain and the IEP serves as the plan

6. _____ Plan attached and filed in cumulative record
 - Indicate additional and continuous assessments for monitoring performance next school year
 - Plan for accelerated, differentiated, or additional instruction
 - Monitored in Tier 2 or higher of Pyramid of Intervention

If appealed proceed to #7-10

7. _____ Establish placement committee (principal or designee, parent or guardian, and teacher of subjects failed).

8. _____ Notification by first class mail of time and place of placement committee meeting.
9. _____ Determination of promotion or retention
10. _____ Plan attached and filed in cumulative record
 - Indicate additional and continuous assessments for monitoring performance next school year
 - Plan for accelerated, differentiated, or additional instruction
 - Monitored in Tier 2 or higher Pyramid of Intervention

Adopted: 09-11-17
Revised: 03-12-18
Revise: 04-15-19
Reviewed: 05-10-21

School Safety—Security Video Recordings H29

The Brighten Academy Board adopts the following policy effective on the date of adoption by the board.

Brighten Academy has implemented the use of video cameras at strategic points around the interior and exterior of the school campus to enhance safety and security. The intent of the video cameras is to provide additional security, to prevent unlawful trespassing, and to deter criminal activity on school grounds.

In some instances, the video recordings may be reviewed to ascertain details regarding possible disciplinary incidents. Under the Family Educational Rights and Privacy Act (FERPA), parents have a right to have access to their children's educational records. The video tape is an educational record under FERPA when used for disciplinary purposes. A written request is required from parents to view the video no more than seven days from the date of the incident. The recording will be limited to the specific date and time pertaining to the incident in question, and all expenses related to recovering the video will be the responsibility of the parent requesting the recording.

Upon request, a parent or guardian may view a video recording of an incident which involves his or her student with an administrator present. Audio or video recording of the incident is prohibited.

Adopted: 6-11-2018

Revised: 8-12-2019

Revised: 02-10-20

Review: 05-10-21

Compliance with Parent Covenant

I1

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

The goal of the Parent Covenant is to create the strongest possible partnership between home and the school and to nourish and facilitate the individual abilities of each child. To succeed in our mission and foster intellectual and social growth, education must extend beyond the classroom walls by recognizing and incorporating the family and home as vital parts of success.

Brighten Academy's Pledge to Parents:

- To provide a program of academic excellence that fulfills the goals expressed in our mission and core beliefs
- To provide a safe and supportive learning environment
- To communicate regularly regarding a child's progress and needs
- To continually reflect on, evaluate, and develop the learning environment
- To provide meaningful parent and student programs and extracurricular activities
- To communicate effectively regarding school and classroom events and policies
- To be courteous and respectful to parents and work collaboratively to help the child find success

Parents' Pledge to the School:

- To read, understand, and support the mission of Brighten Academy
- To provide all necessary enrollment paperwork including report cards, test scores, and student records prior to student attending Brighten
- To provide a home environment that nurtures a love of learning and supports learning (e.g., reading with student, checking homework, etc.)
- To ensure student is on time with appropriate materials and assignments
- To be courteous and respectful to staff and work collaboratively to help the child find success
- To stay abreast of school communication, including signing agenda book or similar
- To follow school policies and procedures
- To participate in discussions and/or conferences regarding academic progress and behavior
- To attend extracurricular activities and events to support the child or the school
- To volunteer and earn a minimum of 20 credits
- To maintain an updated Volunteer Log of volunteer activities

In order to enroll in the school, parents must sign the Parent-School Covenant that acknowledges that they are in support of these requirements and ensures that the parents are fully involved in their child's learning.

Parent Rights

It is Brighten Academy's belief that parents/guardians have both the right and the responsibility to express school related concerns and grievances and for these concerns and grievances to be heard and addressed in a timely manner. Therefore, parents/guardians shall be assured the opportunity for an orderly presentation and review of concerns.

For the discussion and consideration of a concern or grievance, any parent/guardian or group of parents/guardians should request a phone conference or meeting time and place which will not interfere with regular school operations or school related activities. Acknowledgment to the parent/guardian related to the receipt of the notice of concern or grievance shall be made within 24 hours. The faculty,

administration, and Board shall make an honest effort to resolve grievances as quickly as possible and at the most immediate level of supervision. The proper channeling of complaints involving instruction, classroom procedures or policies, classroom discipline, curriculum, or learning materials will be as follows:

- Teacher
- Administrator
- Governing Board

The proper channeling of complaints related to school personnel or school-wide policies or procedures shall be as follows:

- Executive Director
- Governing Board

Documentation of proper channeling must be established prior to Governing Board review or determination. The decision of the Governing Board is considered final.

Violation of Parent Covenant:

Parents will be notified in writing of violations of the Parent Covenant. Violations include but are not limited to:

- On-going failure to ensure that student completes homework, projects, and class work in a timely manner as established by the teacher
- Excessive tardies, early check-outs, or absences as defined by the school's attendance policy
- On-going failure to provide a nutritious breakfast and lunch daily
- Aggressive, disrespectful, or combative behavior towards Brighten staff
- On-going failure to sign school communication (e.g., agenda book)
- Failure to pay school fees (e.g., lunch charges, non-sufficient funds, lost books, ASP, etc.)
- Failure to sign in as a visitor or presence in un-authorized areas of the facility
- On-going failure to follow school policies and procedures
- On-going failure to monitor dress code compliance
- On-going failure to attend conferences related to academic progress and behavior
- Misrepresenting or omitting student information/records, credit hours, or other communication requested by the school
- Failure to meet the 20-credit requirement (10 credits required by January 1st) and/or failure to report involvement on credit log

On-going failure of a parent responsibility resulting in a violation notice shall be determined based on significant interference with a child's learning or the fulfillment of the school's mission. Documentation of parent covenant violations shall be maintained throughout the time the student is enrolled at Brighten Academy and may be used in future proceedings when relevant.

Violations will be handled in the following manner:

- Two violation notices will require an Administrative Conference. An administrator and parent develop a plan of action.
- Three violation notices and/or documented violation of administrative plan will result in a Parent Covenant Violation Committee Meeting (administrator, leadership team member, board member). The Parent Covenant Violation Committee Meeting has the authority to assign an appropriate consequence(s) that may include suspension from campus or school events.

For ways to obtain volunteer credit hours please refer to the parent handbook.

Credit Reporting and Other Guidelines:

We encourage families to work together to participate in the child's learning experience and in support of the school. Adults (grandparents, aunts, uncles, cousins, siblings, etc.) and Brighten Academy middle school students may volunteer and earn credit towards the parent involvement credit commitment. Individuals other than parents/guardians are allowed to support this effort and participation is valued, but the provision is not intended to replace the active and on-going participation and support of parents/guardians.

Parent involvement may be logged at any time. Every effort will be made to remind parents of their obligation to report involvement via notes, emails, and bulletin reminders; however, the responsibility for timely communication is with the parent. Parent involvement credits should be logged through the online tracking system. For additional information please contact the Brighten Academy front office.

Volunteer credit reported is subject to denial by administration if it does not meet the requirements established above, is not able to be substantiated, or does not adhere to the spirit of the Parent Involvement Compact. Decisions made by administration are considered final.

What is the "spirit" of the Parent Involvement Covenant? It is two-fold:

- Active and on-going involvement in your child's education
- Support of school operations, the well-being of the school community, and its future success

Even though parents/guardians/volunteers may sign in at the front office or on a sign in sheet credit is officially counted based on the online tracking system. Sign in sheets are used to substantiate participation if needed and for reporting in our Charter Schools report.

Credit commitments may be modified on a pro-rated basis for students who enroll late. Pro-rata figures will be based on whole months the student is enrolled. The office staff will confirm enrollment dates if required. Credit may not be carried over from year to year unless prior authorization is granted in writing by administration.

In any circumstance which may impede a family from meeting the credit commitment established for the year, administration may elect to waive or alter the requirement. Requests should be made in writing to administration and must be approved in writing by the administration.

In the case of divorced or separated households the school is not responsible for reporting or maintaining communication between parents related to the credits reported. The school expects parents to work collaboratively in the interests of the child relative to meeting the parent involvement requirements. It is the ultimate responsibility of the guardian parent to meet the parent involvement requirements.

Please notify the school administration if a circumstance exists that may impede a family from earning their credits or meeting their requirement.

Adopted: 07-28-08

Revised: 05-10-21

Revised: 07-28-14

Reviewed: 05-11-15

Reviewed: 05-22-17

Reviewed: 04-15-19

Parent and Student Complaints and Grievances

I2

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

Resolution of School Related Concerns

The Brighten Academy Governing Board believes that students and parents have the right and responsibility to express school related concerns and grievances to the faculty and administration. Students and parents shall be assured the opportunity for an orderly presentation and timely review of concerns.

For the discussion and consideration of a concern or grievance any student, group of students, parent, or group of parents should request a meeting time and place which will not interfere with regular scheduled classes or school related activities. The faculty and administration shall make an honest and forthright effort to resolve grievances as quickly as possible at the most immediate level of authority. Decisions made at levels one or two should be attempted first prior to appeal to level three. Decisions rendered by the Governing Board shall be considered final.

The levels of authority shall be as follows:

1. **Classroom related concerns** – The appropriate teacher
2. **School related concerns** (including policies, procedures, administration, unresolved classroom related concerns, etc.) – Administrator
3. **Appeals** – Governing Board Executive Committee

Any teacher, staff member, or administrator shall have the authority to table any meeting considered to be unproductive, threatening, hostile, inappropriate, or lacking appropriate representation.

Adopted: 09-13-07
Revised: 10-12-09
Revised: 07-28-14
Reviewed: 05-22-17
Reviewed: 04-15-19
Reviewed: 05-10-21

Staff and Community Relations

I3

The Brighten Academy Governing Board adopts the following policy which shall be effective on that date that the policy is adopted by the Board.

School personnel shall maintain positive public relations on Brighten Academy's behalf. The Administrator(s) shall be responsible for the public relations program of the school in the community. Each employee as an individual is important as a public relations agent for the school.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 10-12-09

Reviewed: 07-28-14

Reviewed: 05-11-15

Reviewed: 05-22-17

Reviewed: 04-15-19

Reviewed: 05-10-21

Staff, Student, and Parent Interactions 14

The Brighten Academy Governing Board adopts the following policy, which shall be effective on that date that the policy is adopted by the Board.

Staff members shall remember that they are considered professionals and shall interact with students and parents in a positive and professional manner.

Adopted: 04-13-06

Revised: 07-12-07

Revised: 07-28-14

Reviewed: 05-22-17

Revised: 04-15-19

Reviewed: 05-10-21