



CITY COUNCIL WORK SESSION

Monday, February 06, 2023 at 6:00 PM
Council Chambers and YouTube Livestream

MISSION STATEMENT

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.4720

FOREST PARK CITY HALL
745 Forest Parkway
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

AGENDA

VIRTUAL NOTICE

DISCLAIMER: For in-person attendance, all CDC requirements of Masks and Social Distancing is recommended.

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be livestream and available on the City's

YouTube page - "**City of Forest Park GA**"

CALL TO ORDER/WELCOME:

ROLL CALL - CITY CLERK:

CITY MANAGER'S REPORT: Dr. Marc-Antonie Cooper, City Manager

COVID-19 UPDATE: EMS Coordinator, Andrew Gelmini

NEW BUSINESS:

- 1. Council Discussion and Approval of the Health Accident Fund – Human Resources**

Background/History:

The Health Accident Fund is a benefit that is used as a supplement of income for employees on FMLA who has

exhausted their Sick Leave, Vacation Leave and Leave Donations. An employee is only eligible for this benefit if they have met the guidelines for FMLA. The current amount of the fund is \$150 weekly for 6 weeks only.

2. Council Discussion to Approve Conditional Use Permit at 721 Morrow Road - Planning & Community Development Department

Background/History:

The applicant, Mayeto McKinzie Hylton, is requesting a Conditional Use Permit to add and operate an early childcare learning center use to a present church use at 721 Morrow Road. This property is in the Single-Family Residential District (RS). Places of Worship, a K-12 private school, and Pre-K and day care centers require conditional use permits to operate in a Single-Family Residential District. Currently the property houses a church, south of the minor arterial street Morrow Road. The street frontage for the parcel is Morrow Road; west of the parcel is a mixture of residential homes and a church, south of the parcel are residential homes, east of the parcel are residential homes and an office building, and north of the parcel are residential homes and a gas station.

Staff recommended Approval of Conditional Use Permit to allow the early childcare learning center in the Single-Family Residential (RS) District with the following conditions:

The applicant must adhere to state guidelines outlined in Section 8-8-78, and provide proof (i.e. copy of application in process) and/or a copy of state certification to operate a school.

The applicant and/or his tenants may be allowed to operate a church, a school, and offices associated with those uses. However, no other offices or commercial uses will be permitted.

Storage of vehicles, trucks, and trailers is strictly prohibited.

Violation of these conditions will result in the loss of the conditional use permit and associated business licenses.

The Planning Commission voted to approve the Conditional Use Permit with Conditions.

The applicant provided a copy of the application submitted to the Georgia Department of Early Care and Learning. Staff also contacted the GA Department of Early Care and Learning and per the Department, the applicant's application is in Pending Status, until it receives notification of the City of Forest Park's decision of the Zoning (Conditional Use Permit approval), and also other city approvals that would be required (building and fire inspections). See attached documents in packet.

3. Council Discussion on Waste Management Contract - Public Works

Background/History

Waste Management's final contract has been received, attached and below you will find a few of the highlights that have changed.

The rate increase requested for residential would be \$321.67 dollars annually.

The rate increase requested for commercial would be an average of 20%.

The City Recycling Drop Off Center will not be providing either WM or The City of Forest Park employees to be present on site. Wm acknowledges the City's desire to discontinue usage of the City Recycling Drop off Center located next to the Forest Park Transfer Station.

Section 6.0 Liquidated Damages (6.1 to 6.9) is where you will find performance penalties. The penalties range from failure to clean up solid waste spills, failure to collect material from service unit, chronic problems, remove and clean up hydraulic oil etc., replace any damage containers and failure to repair damage to property. These penalties range from \$150.00 to \$300.00 depending on severity of the violation.

4. **Council Discussion of a CCE Contract Lobbying Services** – Chief Executive Offices

Background/History:

The Clayton County cities, Clayton County and Clayton County School District (CCPS) have been engaged in opposing the loss of general sales taxes on aviation fuels since 2016. We have been working since 2016 to try to reverse the FAA's policy. We have had multiple bills and amendments filed in Congress by our delegation. This past Congress, we were finally successful in getting bills introduced in both the House and Senate. The House bill (H.R. 3618) was sponsored by Rep. Grace Napolitano (D-California) and was co-sponsored by our entire House delegation, Reps. David Scott, and Nikema Williams. The Senate companion bill (S. 2859) was sponsored by Senators Raphael Warnock and Jon Ossoff.

The Clayton County Entities lobby scope was and is to advocate for legislation to restore the local general sales tax on aviation. The Hartwell 2019 contract was for \$2,800 per month and was split based on LOST tax distribution; the Clay 2020-21 contract was for \$3,000 per month and the 2022 contract was for \$3,500 and is split based on LOST distribution. The 2023 contract is proposed to remain at the \$3,500 amount and the allocation of the lobby fee would be split. The City of Forest Park would be responsible for 5.86% or \$205.10 monthly, of the contract based on the LOST distribution.

All Clayton County cities, CCPS and Clayton County participated in the 2019 contract except College Park and Forest Park; all cities, CCPS and Clayton County participated in the 2020-2022 contract except the City of Morrow.

The city manager is seeking direction of the governing body on how we would like to proceed in this matter.

5. **Council Discussion on Zaxby's Request for Waiver Letter** – Economic Development Department

Background/History:

The Forest Park Development Authority sold the site on Main Street next to the fountain to a developer for a Zaxby's restaurant. Zaxby's has obtained permits to build the restaurant from the Forest Park Planning Department and has complied with all special Main Street District regulations. To begin developing the site, Zaxby's submitted water management permits to Clayton County Water Authority. The Authority has put conditions on the site development which Zaxby's reports they are unable to fulfill. CCWA has given Zaxby's guidance that a waiver letter provided by City of Forest Park to the Authority would allow the development to proceed. Zaxby's is requesting a waiver letter from the City. Zaxby's and the city engineer are present for discussion regarding the issuance of the waiver letter.

6. **Council Discussion on Clayton County Water Authority (CCWA) Stormwater Management –**
Legislative Office

Background/History:

The Clayton County Water Authority is charged with ensuring that the City of Forest Park, as well as six other municipalities, remain in compliance with the National Pollutant Discharge Elimination Systems Municipal Separate Sewer System (MS4) permit. This permit is regulated by the Georgia Environmental Protection Division (GA EPD), and as part of CCWA responsibilities they are to review plans submitted to the city for new developments and/or redevelopments to ensure they adequately address stormwater mitigation.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

File Attachments for Item:

1. Council Discussion and Approval of the Health Accident Fund – Human Resources

Background/History:

The Health Accident Fund is a benefit that is used as a supplement of income for employees on FMLA who has

exhausted their Sick Leave, Vacation Leave and Leave Donations. An employee is only eligible for this benefit if they have met the guidelines for FMLA. The current amount of the fund is \$150 weekly for 6 weeks only.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Request and Approval of the Health Accident Fund – Human Resources

Submitted By: Shalonda Brown

Date Submitted: January 30, 2023

Work Session Date: February 6, 2023

Council Meeting Date: February 6, 2023

Background/History:

The Health Accident Fund is a benefit that is used as a supplement of income for employees on FMLA who has exhausted their Sick Leave, Vacation Leave and Leave Donations. An employee is only eligible for this benefit if they have met the guidelines for FMLA. The current amount of the fund is \$150 weekly for 6 weeks only.

Cost: \$ Budgeted for: Yes No

Financial Impact:

Currently this is paid out of each department's line item for salaries.

Action Requested from Council:

The Human Resources Department would like to ask the Mayor and Council to consider the approval to continue the Health Accident Fund and possibly an increase in the amount of the benefit for the employees. Also, I would like a separate line item created with a designated budget amount for this fund. As it will be better to keep track of the amount used from this Health Accident Fund each year.



Health Accident Fund

The attached form is to be used for the Health and Accident benefits. Upon receipt of proof of accidental bodily injury or sickness, an individual sustains a total disability will pay an income benefit as per the provisions of the Resolution Health and Accident Fund.

Total Disability Defined: As used in the provision, total disability means a disability which wholly and continuously disables the employee so that he/she is unable to perform any duty pertaining to his/her occupation and during which time he/she is not engaged in any other occupation for re numeration or profit. In no event shall total disability be deemed to exist for any period during which the employee is not under the continued and regular care of a licensed physician.

The income shall not begin until the 31st day of disability as specified in the Resolution. The employee must use all sick leave accrued and time of accumulated before payment of this benefit will begin. No further sick-leave will accrue after the activation of this benefit.

Although it is not mandatory under this policy, an employee may elect to utilize their vacation time after their sick leave has been expended. No employee shall receive compensation for any combination of sick leave, vacation, or health and accident benefit simultaneously.

In no case will an employee draw total disability benefits for more than 24 weeks in any calendar year.

No benefit shall be payable for any disability resulting from or contributed to by any of the following:
 Self-inflicted injury, whether intentional or while insane. War or any fact incident to war being declared or undeclared. Accidental bodily injury arising out of or in the course of the employee's employment. Sickness for which the employee is entitled to benefits under a workman's compensation act or similar legislation.

Amount of weekly payments for employees is \$150.00, but in no case will an employee receive more than 66 2/3% of his/her basic weekly earnings.

(For any additional information, and for a complete copy of the provisions contact Human Resources)



**CITY OF FOREST PARK
GROUP BENEFITS
ACCIDENT AND SICKNESS CLAIM**

Item #1.

Full Name Mr. Of Mrs. Claimant Miss		Social Security Number		Date of Birth	
Address of Claimant					
Street No.		City		State Zip	
Date Accident Occurred		Time AM PM	Date Claimant First Treated By Physician For Present Disability Mo. Day Yr.		If Recovery Has Occurred, Give Date
First Day Claimant Was Unable to Work Because of Disability Mo. Day Yr.		Did Sickness or Injury Arise Out of Claimant's Employment? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, Give Full Details on Reverse Side.			
Benefit Options Check One (only)					
Block 1 <input type="checkbox"/>					
Block 2 <input type="checkbox"/>					
If the Employee wishes to use only Sick Leave check Block No.1 If the Employee wishes to use Sick Leave and Vacation Before Benefit Begins Payments. Check Block No.2					
Date		Signature		Department	
SUPERVISOR'S STATEMENT					
Full Name Mr. Of Mrs. Insured Miss			Classification		
Date Claimant was Hired Mo. Day Yr.		Date Claimant Began Work Mo. Day Yr.		Was Benefit in Force When Disability Began Yes <input type="checkbox"/> No <input type="checkbox"/>	Occupation
Was Claimant Laid Off or Lay-Off Completely Prior to Beginning of this Disability? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, Give Date Mo. Day Yr.			Did the Sickness or Injury arise Out of the Claimants Work? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, state reason on Reverse side why Worker's Compensation is not payable		
Are There Any Circumstances which would cause you to question the validity of this claim? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, state reasons on Reverse Side			Average Weekly Earnings (Hours)	Amount of Weekly Benefit	
Date Claimant absent from work in present disability? Mo. Day Yr.		Sick Leave Balance No. of Days	Vacation Leave Balance No. of Days	Date work Resumed Mo. Day Yr.	
CITY OF FOREST PARK, GA					
DATE: _____			(Signature) DIRECTOR: _____		
SPACE BELOW FOR ACCOUNTING ONLY					
First Payment Date: Mo. Day Yr.					
Date Charged	Check number		Week Ending	Remarks	

File Attachments for Item:

2. Council Discussion to Approve Conditional Use Permit at 721 Morrow Road - Planning & Community Development Department

Background/History:

The applicant, Mayeto McKinzie Hylton, is requesting a Conditional Use Permit to add and operate an early childcare learning center use to a present church use at 721 Morrow Road. This property is in the Single-Family Residential District (RS). Places of Worship, a K-12 private school, and Pre-K and day care centers require conditional use permits to operate in a Single-Family Residential District. Currently the property houses a church, south of the minor arterial street Morrow Road. The street frontage for the parcel is Morrow Road; west of the parcel is a mixture of residential homes and a church, south of the parcel are residential homes, east of the parcel are residential homes and an office building, and north of the parcel are residential homes and a gas station.

Staff recommended Approval of Conditional Use Permit to allow the early childcare learning center in the Single-Family Residential (RS) District with the following conditions:

The applicant must adhere to state guidelines outlined in Section 8-8-78, and provide proof (i.e. copy of application in process) and/or a copy of state certification to operate a school.

The applicant and/or his tenants may be allowed to operate a church, a school, and offices associated with those uses. However, no other offices or commercial uses will be permitted.

Storage of vehicles, trucks, and trailers is strictly prohibited.

Violation of these conditions will result in the loss of the conditional use permit and associated business licenses.

The Planning Commission voted to approve the Conditional Use Permit with Conditions.

The applicant provided a copy of the application submitted to the Georgia Department of Early Care and Learning. Staff also contacted the GA Department of Early Care and Learning and per the Department, the applicant's application is in Pending Status, until it receives notification of the City of Forest Park's decision of the Zoning (Conditional Use Permit approval), and also other city approvals that would be required (building and fire inspections). See attached documents in packet.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Approve Conditional Use Permit at 721 Morrow Road-Planning & Community Development Department

Submitted By: LaShawn Gardiner

Date Submitted: January 26, 2023

Work Session Date: February 6, 2023

Council Meeting Date: February 6, 2023

Background/History:

The applicant, Mayeto McKinzie Hylton, is requesting a Conditional Use Permit to add and operate an early childcare learning center use to a present church use at 721 Morrow Road. This property is in the Single-Family Residential District (RS). Places of Worship, a K-12 private school, and Pre-K and day care centers require conditional use permits to operate in a Single-Family Residential District. Currently the property houses a church, south of the minor arterial street Morrow Road. The street frontage for the parcel is Morrow Road; west of the parcel is a mixture of residential homes and a church, south of the parcel are residential homes, east of the parcel are residential homes and an office building, and north of the parcel are residential homes and a gas station.

Staff recommended Approval of Conditional Use Permit to allow the early childcare learning center in the Single-Family Residential (RS) District with the following conditions:

1. The applicant must adhere to state guidelines outlined in Section 8-8-78, and provide proof (i.e. copy of application in process) and/or a copy of state certification to operate a school.
2. The applicant and/or his tenants may be allowed to operate a church, a school, and offices associated with those uses. However, no other offices or commercial uses will be permitted.
3. Storage of vehicles, trucks, and trailers is strictly prohibited.
4. Violation of these conditions will result in the loss of the conditional use permit and associated business licenses.

The Planning Commission voted to approve the Conditional Use Permit with Conditions.

The applicant provided a copy of the application submitted to the Georgia Department of Early Care and Learning. Staff also contacted the GA Department of Early Care and Learning and per the Department, the applicant's application is in Pending Status, until it receives notification of the City of Forest Park's decision of the Zoning (Conditional Use Permit approval), and also other city approvals that would be required (building and fire inspections). See attached documents in packet.

Cost: \$ n/a

Budgeted for: _____ Yes _____ No

Financial Impact: n/a

Action Requested from Council:

Vote on the Conditional Use Permit at 721 Morrow Road.

LaShawn Gardiner

From: Kedirile Knott <Kedirile.Knott@decga.gov>
Sent: Thursday, January 26, 2023 11:35 AM
To: LaShawn Gardiner
Subject: Zoning Verification - CAST Christian School

You don't often get email from kedirile.knott@decga.gov. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Please use caution when interacting with this email.

Good morning Ms. Gardiner,

I'm currently waiting on CAST Christian Schools' Zoning Verification . Please note that the zoning letter must state that Childcare Services/Daycare is permitted use. The applicant will also be required to get a building inspection and a fire inspection. Once these inspections are completed, we'll require Certificates of Occupancy from both entities.

Please let me know if you have any further questions.

Warmest regards,

Kedi



Kedi Knott

Applicant Services Unit Consultant
Bright from the Start: Georgia Department of Early Care and Learning
2 Martin Luther King Jr. Drive
Suite 670, East Tower
Atlanta, GA 30334
Cell: 770.357.7016
Email: kedirile.magakgala@decga.gov

www.decga.gov



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Warning: This email originated from outside of the organization. Please use caution when interacting with this email.

Applicant	Facility Name	Street Address	Type	Status	License Number	New License Number
Christocrats Academy of Science & Technology, Inc.	CAST - Christian School	721 Morrow Road Building A	CCLC	Pending	CCLC-57173	



Kedi Knorr
Applicant Services Unit Consultant
Bright from the Start: Georgia Department of Early Care and Learning
2 Martin Luther King Jr. Drive
Suite 970, Kent Street
Atlanta, GA 30334
Cell: 770.357.7016
Email: kedknorr@decals.ga.gov

www.decals.ga.gov



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License Application Part A



Georgia Department of Early Care and Learning
2 Martin Luther King Jr. Drive, SE, Suite 670, East Tower, Atlanta, Georgia 30334
www.dec.state.ga.us

LICENSE APPLICATION PART A

A license to operate a Child Care Learning Center is issued to the governing body of the center, meaning the person or entity that owns the center.

CHECK ONE: Child Care Learning Center: License Commission

Owner/Applicant Information:
Christocrats Academy of Science & Technology, Inc.

Facility/Site Information
CAST - Christian School

Name of Corporation/LLC/Individual, Government, Unincorporated Association, General Partnership, Limited Partnership

Name of Center

Dr. Joseph A. Alexander
721 Morrow Road, Bldg.A, Forest Park, GA 30297

721 Morrow Road, Bldg.A, Forest Park, GA 30297

Mailing Address City/Zip County

Site Address City/Zip County

404-240-3487

404-228-0830

Daytime Telephone Number

Facility Telephone Number

info@christocratsacademyga.com

Facility Fax Number

E-mail Address (required)

Type of Ownership (CHECK ONE)		Profit/Non-Profit (CHECK ONE)	
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Profit	<input checked="" type="checkbox"/> Non-Profit
<input type="checkbox"/> Partnership	<input type="checkbox"/> Unincorporated Association		
<input type="checkbox"/> Government			

Location Change? Yes No

Note: If this is a change of ownership, a Change of Ownership Application is required. If this is a change in location, please provide the facility's current address:

Facility Name/ Current Address/Current License Number:

Is facility currently operating? Yes No

Corporation EIN 85-4034248 or Individual Owner SSN _____

Have you ever been involved in the operation, control, or management, including but not limited to being an owner or director of a Child Care Learning Center, FCCLH or an Exempt program? Please include your involvement in any corporation, LLC, partnership or other business entity involved in the operation control or management of any such center or exemption, including but not limited to your role as Officer, Member, Organizer, Partner, or Shareholder of such entity.

Yes _____ No _____ **New Covenant**
 License or Exemption Number: _____ Name of Facility: **Christian School**
 Address of Facility (include city, state, zip): **1497 Needham Ave., Bronx, NY 10469**

Have any programs owned by you or a person involved in your corporation had a license revocation occur? If so, what state and what year? No

Corporation, LLC, and Limited Partnership owners must submit a copy of corporation papers including Certificate of Incorporation, Articles, and By-Laws, when applicable

Person Legally Responsible for Business and Official Address for all Correspondence:
 Name: Dr. Joseph A. Alexander
 Street or P.O. Box: 721 Morrow Road, Bldg. A
 City/State/Zip: Forest Park, GA 30297
 E-mail Address: info@christocratsacademyga.org

For Corporations and LLCs Only:
 Name and Address of Agent for Service for Facility (person registered as Agent with the Secretary of State):
 Name: Lolita Martin
 Street of P.O. Box Address: PO Box 1321
 City/State/Zip: Forest Park, GA 30298
 E-mail Address: admin@christocratsacademy.com

Do you own the building in which the program is housed? Yes No
 If yes, please provide proof of ownership such as a tax assessment bill.
 If no, please provide the landlord's name and address and include a copy of the current lease agreement:
 Landlord's Name: NEW COVENANT FAITH AND MIRACLE ARENA
 Mailing Address: 721 MORROW RD. FOREST PARK, GA 30297

Proposed Schedule
 Proposed Months of Operation: January - December
 Proposed Days of Operation: Monday - Friday
 Proposed Hours of Operation: 6 am - 7 pm
 Note: Please list specific months, specific days of the week and actual clock hours.

Proposed Age Range of Children To Be Served
 From 6 weeks Through 17 years
 Note: Please list actual ages (i.e. 6 weeks through 12 years)

Check all that apply:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Infants & Toddlers (Ages 0-2) | <input type="checkbox"/> Transportation/Field Trips |
| <input checked="" type="checkbox"/> Preschoolers (ages 3-4) | <input type="checkbox"/> Evening Care (7:00 pm – 12 midnight) |
| <input checked="" type="checkbox"/> School Age (Ages 5+) | <input type="checkbox"/> Night Care (12 midnight – 6:00 am) |
| <input type="checkbox"/> School Age Only | <input type="checkbox"/> Mildly Ill Care |
| <input checked="" type="checkbox"/> Subsidized Care | <input type="checkbox"/> Swimming |

The following items must be submitted with this application. Please check that all are attached:

- Two (2) copies of readable Floor Plan (1 copy must be 8 1/2" x 11")
- Two (2) copies of readable Site Plan (1 copy must be 8 1/2" x 11")
- Completed Floor Plan Checklist and Site Plan Checklist
- One (1) copy of detailed Operation Plan with completed checklist
- Large, self-addressed stamped envelope for return of your plans
- Copy of zoning approval from the agency with jurisdiction or letter stating no zoning is required
- Copy of Certificate of Licensure Orientation Training
- Completed, signed and notarized Affidavit for Lawful Presence Verification form
- Proof of ownership or signed lease agreement for facility

Has the center identified the facility director? yes no

If yes, please list director's name: Carol Mcfarlane

Note: To obtain a valid license, the director and required employees must have received a satisfactory Comprehensive Criminal Background Check clearance from DECAL within the preceding twelve (12) months. For more information on Comprehensive Background Checks, please visit <http://www.dec.state.ga.us/CCS/CriminalRecordsCheck.aspx>

I hereby apply for a license and agree to the following:

- A. I understand that submission of this application is the initial step in obtaining a license. Upon receipt, review, and approval of the completed application, a Child Care Consultant will conduct an inspection of the center. This inspection includes an assessment of required approvals, such as fire safety, and evaluation of the physical plant, staffing, and services.
- B. I understand that the issuance of a new license may be denied for failure to comply with licensing requirements.
- C. I understand that a child care license is not transferable.
- D. I will ensure that the child care learning center adheres to all licensing requirements.
- E. I assume responsibility for conducting the affairs of the child care learning center herein described and for meeting all applicable regulations.
- F. I understand that the child care learning center is subject to unannounced inspections by DECAL at any time during operation hours.
- G. I understand that a license to operate a child care learning center is not transferable to another individual or location.
- H. I understand that remodeling or modifying the child care learning center requires a plan review by DECAL before new construction, alterations, or additions can begin.
- I. I understand that rule violations, which are determined by Bright from the Start: Georgia Department of Early Care and Learning to endanger the health and/or safety of children in care, may result in adverse action by Bright from the Start.

- J. I understand that, pursuant to O.C.G.A. § 20-1A-4(9), Bright from the Start: Georgia Department of Early Care and Learning recommends that all child care providers licensed or registered by the Department maintain insurance coverage sufficient to protect the provider's clients. I understand that if I do not maintain liability insurance, I will have to notify parents, obtain a written acknowledgment from parents, and post a notice at the child care facility stating that I do not maintain liability insurance.

NOTE: For facilities serving CAPS recipients, please note that scholarships are not transferrable to the new facility. In the case of ownership changes, new scholarships must be issued for the new owner to claim reimbursement. Please reference CAPS policy 10.4.1.2. Contact CAPS Support at 1-833-4GA-CAPS or 1-833-442-2277 for questions. Providers serving CAPS families must be Quality Rated by 2020.

False or misleading statements made on any part of the application will void this application and nullify any license issued on the basis thereof. I/we understand and agree to the above statements.

Christocrats Academy of Science & Technology, Inc.

Signature of Name of Corporation/LLC/Individual, Government,
Unincorporated Association, General Partnership, Limited Partnership

01/20/2021

Date

Instructions for Completing License Application Part A

1. Child Care Learning Center: A Child Care Learning Center is defined as providing group care, for pay, without transfer of legal custody, for seven (7) or more children.
2. License or Commission: Check either License or Commission.
3. Commission: A certificate conferring authority to perform various acts or duties. Applicants are required to complete the same process whether they are seeking a license or commission.
4. Applicant Information: The applicant information defines the person or entity that has legal ownership of the business. This information will be the same for owner/applicant on page 1 and page 3.
5. Individual: Complete this section if one person owns all the assets of the business and is solely liable for all debts of the business.
6. General or Limited Partnership: Complete this section if two or more people own the business.
7. Partnership: A voluntary contract between two or more persons to carry on a business for profit as co-owners. Refer to the Formal Partnership Requirements document.
8. Corporation or LLC: Complete this section if a corporation owns the business. The name of the corporation will be shown as applicant.
9. Mailing Address: The mailing address is the same as the principal mailing address of the corporation. This information must be consistent with documents filed with the Secretary of State's Office. The Certificate of Incorporation, Articles of Incorporation, and the By-Laws must also be attached to the application.
10. Unincorporated Association: Complete this section if an association such as a community association or parent association owns the business.
11. Association: An association indicates a collection or organization of persons who have joined together for a certain or common purpose. The name of the association and the primary mailing address will be shown as the applicant.
12. Limited Partnership: Complete this section if a Limited Liability Partnership (LLP) or Limited Liability Company (LLC) owns the business. The name of the LLP/LLC will be shown as applicant. The Certificate of Organization and the Articles of Organization are also required to be attached to the application. The applicant information listed for the LLP/LLC must be consistent with documents filed with the Secretary of State's Office.
13. Name of Center: Write the name of the center exactly as you want it to appear on the license/commission. Show the complete address where the center will be located, including the county and zip code. Effective May 7, 2009, all applicants are required to furnish DECAL with e-mail contact information so that the agency may contact the center and send information via e-mail. Please be sure to list the e-mail address accurately in this section. See Rule #591-1-1-.16(g) in the Rules for Child Care Learning Centers.
14. Type of Ownership: Check the one that applies to your center. Remember to attach supporting documentation depending on the type of ownership.
15. Person Legally Responsible and Official Address for all Communication: This information is the same for an individual owner as shown on Page 1 of Application Part A under Applicant Information. For facilities owned by a corporation/LLC, this would be the Chief Executive Officer (CEO) or Board Chairman.

16. Name and Address of Agent for Service for Facility: This section is to be completed only for corporations, Limited Liability Partnerships, and Limited Liability Companies. The agent's name and address must be consistent with documents filed with the Secretary of State's Office.
17. Miscellaneous Information: (A) Provide specific information about any exempt programs operated by you in Georgia. (B) If you do not own the building where the business is to be located, provide the name and complete address of the landlord. You are also required to attach a copy of the signed Lease Agreement with the application. (C) Be specific on the proposed months of operation (January-December), the proposed days of operation (Monday-Friday), and the proposed hours of operation (6:30 a.m.-7:00 p.m.). (D) Be specific and show the actual ages of the children you propose to serve (6 weeks-12 years). (E) Check all the services you propose to provide. *Attach the required copies of the Floor Plan, the Site Plan, the Operation Plan, and the completed checklists, as well as a self-addressed, stamped envelope to the application.
18. Owner(s) of Center: This information should be consistent with the Applicant Information on page 1. If owned by an individual, the individual owner will sign on this line. If owned by a corporation, partnership, Government, or unincorporated association, that name will go on page 3.
19. Board Chairman/President: This information should be consistent with page 2, Person Legally Responsible, and should be a signature - not a printed name.

Formal Partnership Requirements



Formal Partnership Requirements

1. A license can only be issued to one individual, and cannot be shared.
 - For example, if John Smith and Susan Jones apply for a Child Care Learning Center license to operate ABC Day Care, we can only grant a license to John Smith OR Susan Jones to operate ABC Day Care at a specific location. If Mr. Smith elects to be the license holder, the license would be held by John Smith d/b/a ABC Day Care. He would be listed as an individual owner.

2. If two individuals wish to apply for a license as a partnership, the applicant(s) will be required to provide the Department with a Partnership Agreement. A Partnership Agreement is a legal document. Partnerships do not have to register with the Georgia Secretary of State, but they are required to have a partnership agreement, business name and Employer ID Number. A partnership agreement would include a business name. The license could then be granted to the partnership.
 - For example, John Smith and Susan Jones form Smith Jones Partnership. Smith Jones Partnership wants to open a child care learning center called ABC Day Care. We could issue a license to Smith Jones Partnership d/b/a ABC Day Care if Smith Jones Partnership includes a copy of their partnership agreement with the application. Partnerships would not be required to have a registered agent.

3. A partnership agreement does not have to be done by an attorney. There are free forms online. If the partnership is the last names of the partners, the department can accept anything they choose to draw up. However, if they are using a fictitious name for the partnership name, they need to register that fictitious name as a trade name. They would need to provide us with proof that this has been done.
 - Using the examples from last time: John Smith and Susan Jones form Smith Jones Partnership. In order for us to grant a license to Smith Jones Partnership, all we need to see is a document with the title "Partnership Agreement" that is signed by Mr. Smith and Ms. Jones. They could write it themselves.
 - However, if John Smith and Susan Jones form Kid Care Partnership, we can only grant a license to Kid Care Partnership if we have 1) a document with the title "Partnership Agreement" signed by Mr. Smith and Ms. Jones (it can be written by Mr. Smith and Ms. Jones), and 2) proof that Mr. Jones or Ms. Smith registered the trade name Kid Care Partnership with the state of GA. This is done by completing a filing with the appropriate county superior court clerk and paying a fee. If we receive an application from Kid Care Partnership, we would respond by asking for the partnership agreement and proof of registration of the trade name.

Frequently Asked Questions for Lawful Presence Verification

1. Why do I have to complete the Affidavit for Lawful Presence Verification?

Effective January 1, 2012, Georgia law (O.C.G.A. Section 50-36-1) requires all applicants for a public benefit to verify their lawful presence in the United States before receiving the benefit. A Bright from the Start license or registration is a public benefit issued to the owner of a child care facility each year. Therefore, Bright from the Start must have the required verification documents before the annual license will be issued. An applicant is required to submit a completed and notarized "Affidavit and a copy of a secure and verifiable document or affirm that these documents were previously submitted. **You cannot pay your license fee or receive your new license each year until the Affidavit or Affirmation for Lawful Presence Verification has been completed, whichever is applicable.**

2. Am I required to submit an Affidavit for Lawful Presence Verification every year?

Those owners who were previously verified as U.S. citizens does not have to re-submit lawful presence verification. Their previous verification of U.S. citizenship continues to meet the requirements of the law. Child care learning center applicants must affirm each year that the lawful presence documents were submitted if the owner is the same.

Those owners who previously submitted the lawful presence documents and are not U.S. citizens are required to submit the lawful presence documents every year. An Affidavit form is e-mailed on November 1st each year to owners who were previously submitted the documents as a legal permanent resident, qualified alien or non-immigrant.

3. What is an Affirmation for Lawful Presence Verification?

Completing an Affirmation is the process of confirming whether or not the owner previously submitted the documents and was verified as a U.S. citizen by Bright from the Start. Those owners who have previously been verified as a U.S. citizens are required to complete the Affirmation at www.decalkoala.com annually as part of the license fee payment process.

4. Where can I find an Affidavit for Lawful Presence Verification Form?

An Affidavit form, pre-printed with your facility information, will be automatically e-mailed to those owners who are not U.S. citizens each year on November 1st. Those owners who are U.S. citizens will complete an Affirmation at www.decalkoala.com. If the Affirmation indicates the applicant is a different person than last year who has not previously completed an Affidavit for Lawful Presence Verification (Option 4), a pre-printed Affidavit form will be e-mailed to the center.

5. What qualifies as a "secure and verifiable document"?

Only the documents approved by the Office of the Attorney General of Georgia are acceptable for processing. The most common copies of "secure and verifiable documents" are:

- U.S. issued passport or passport card
- U.S. military ID
- U.S. issued driver's license

An entire list of acceptable documents can be found below.

6. Am I required to send an original document of one of the "secure and verifiable documents" on the Attorney General's list?

No, a photocopy of the document (front and back, if there is anything on the back of the document) is acceptable and preferred.

7. Where do I send the Affidavit for Lawful Presence Verification and the secure and verifiable document?

The notarized Affidavit and copies of the front and back of the secure and verifiable document may be faxed to 404-463-7262 or scanned and e-mailed to ccsaffidavit@dec.al.ga.gov. Fax and e-mail are preferred and will allow the shortest processing time. If necessary, you may mail them to:

Bright from the Start
Georgia Department of Early Care and Learning
Attention: CCS Affidavits
2 Martin Luther King Jr. Drive SE, 670 East Tower
Atlanta, Georgia 30334

Do not submit the FAQ's, instructions or list of secure and verifiable documents. These were sent to assist you and are not part of the Affidavit.

8. What should I do if the owner listed on the Affidavit form is incorrect?

The owner information printed on the Affidavit is the information we have on file for this facility. If this information is incorrect, please contact your licensing consultant immediately.

9. Can the Lawful Presence Verification form be notarized by a notary outside of Georgia?

Yes. The notary will list the appropriate state in the space provided.

10. Can the Lawful Presence Verification form be submitted with the notary's stamp or seal or is one or the other required?

Either the stamp or the seal may be used to notarize the Affidavit form. A form without a stamp or a seal will be returned.

11. I already sent these forms to another department or division. Do I have to submit them again?

Yes, the law requires the department to obtain the forms for each benefit that will be issued.

Contact ccsaffidavit@dec.al.ga.gov for assistance with the Affidavit or Affirmation for Verification of Lawful Presence.



Bright from the Start: Georgia Department of Early Care and Learning
2 Martin Luther King Jr. Drive SE, 754 East Tower, Atlanta, Georgia 30334

O.C.G.A. § 50-36-1(e)(2) Affidavit For Lawful Presence Verification

License Number _____
Facility Name Christocrats Academy of Science & Technology
Facility Address 721 Morrow Road, Forest Park, GA 30298
Facility Owner New Covenant Faith & Miracle Arena, Inc.

By completing this affidavit under oath, as an applicant for the license listed below, as referenced in O.C.G.A. Sec. 50-36-1, I
Lolita Martin

[printed name of person]

verify one of the following with respect to my application for a public benefit from Bright from the Start: Georgia Department of Early Care and Learning, as referenced in O.C.G.A. Sec. 50-36-1:

- 1) X I am a United States citizen 18 years of age or older. **Submit a legible front and back copy of your current secure and verifiable document(s) such as a driver's license, passport, military ID or other document as listed below.**
- 2) X I am a legal permanent resident of the United States, 18 years of age or older. **Submit a legible front and back copy of your current secure and verifiable document(s) such as a driver's license, passport, military ID or other document as listed below.**
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act, 18 years of age or older, with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Submit a legible front and back copy of secure and verifiable document from the list below that includes your alien number.**

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____ . (Required)

I also verify I have provided at least one secure and verifiable document, as required by O.C.G.A. Sec. 50-36-1(e)(1), with this affidavit. **The secure and verifiable document I have provided with this affidavit is:** Driver's License (Identify the document, such as driver's license, Temporary Resident Card, passport, etc).

In providing the above information under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Georgia law, O.C.G.A. Sec. 16-10-20, and face criminal penalties as allowed by such criminal statute.

Completed in _____ (city), _____ (state).

Signature of Applicant _____ Printed Name of Applicant Lolita Martin

Mailing Address: P.O. Box 1321 Forest Park GA 30298
Street or P.O. Box City State Zip

Contact Phone Number 678-372-2459 E-mail Address admin@christocratsacademy.com

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

My Commission Expires: _____
NOTARY PUBLIC

Application Part A Checklist

Applicant's Name: Christocrats Academy of Science & Technology, Inc.
 Facility Name: CAST- CHRISTIAN SCHOOL County: Clayton

Owner/Applicant Information

EIN or SSN
 Corporation/LLC information

Center/Facility Information

Certificate of Incorporation/Certificate of Organization
 Articles of Incorporation/Organization
 Corporation by-laws or Operating Agreement
 Name Reservation Certificate, Trade Name
 Copy of Zoning Approval from agency with jurisdiction or letter stating no zoning required
 (Must be dated within the past 12 months)
 Completed Agent for Service information (Must match Secretary of State Office documents)
 Owner of building is applicant? Yes No
 If no, Landlord information
 Copy of lease agreement with all signatures
 N/A Copy of purchase agreement with all signatures
 Center's proposed operating schedule and age ranges served
 Months of operation
 Days of operation
 Hours of operation
 Age range of children to be served

Note: Parent policies and daily schedules should match the months, days, hours, and age range of children to be served shown on Application Part A

Document Details

All appropriate signatures
 Large, self-addressed, stamped envelope
 LOM certificate
 Completed and Notarized Affidavit for Lawful Presence Verification Form from owner and verifiable documents (front and back copy)

Background Checks

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Background Check Guidelines

Georgia law (O.C.G.A. Title 20-1A-30 et.seq.) requires comprehensive satisfactory criminal records checks on Directors and employees of all child care facilities as a condition of licensure. No person with unsatisfactory results may become an employee or Director of a child care facility. As part of the comprehensive background check process required to obtain a valid license, the Director and all employees must also receive a satisfactory comprehensive fingerprint criminal record check clearance from DECAL within the preceding twelve months. The background check must be conducted through DECAL. Get instructions and forms at <http://www.dec.state.ga.us/CCS/CriminalRecordsCheck.aspx>

Who must have a background check and be fingerprinted?

- Director of licensed facilities
- All employees of a licensed facility
- Any Director of a licensed facility who becomes a Director of another licensed facility must be re-fingerprinted if it has been more than (12) twelve months since the last satisfactory fingerprint check results. If the fingerprint records check determination was processed less than (12) twelve months earlier, a copy of current results must be submitted for verification.

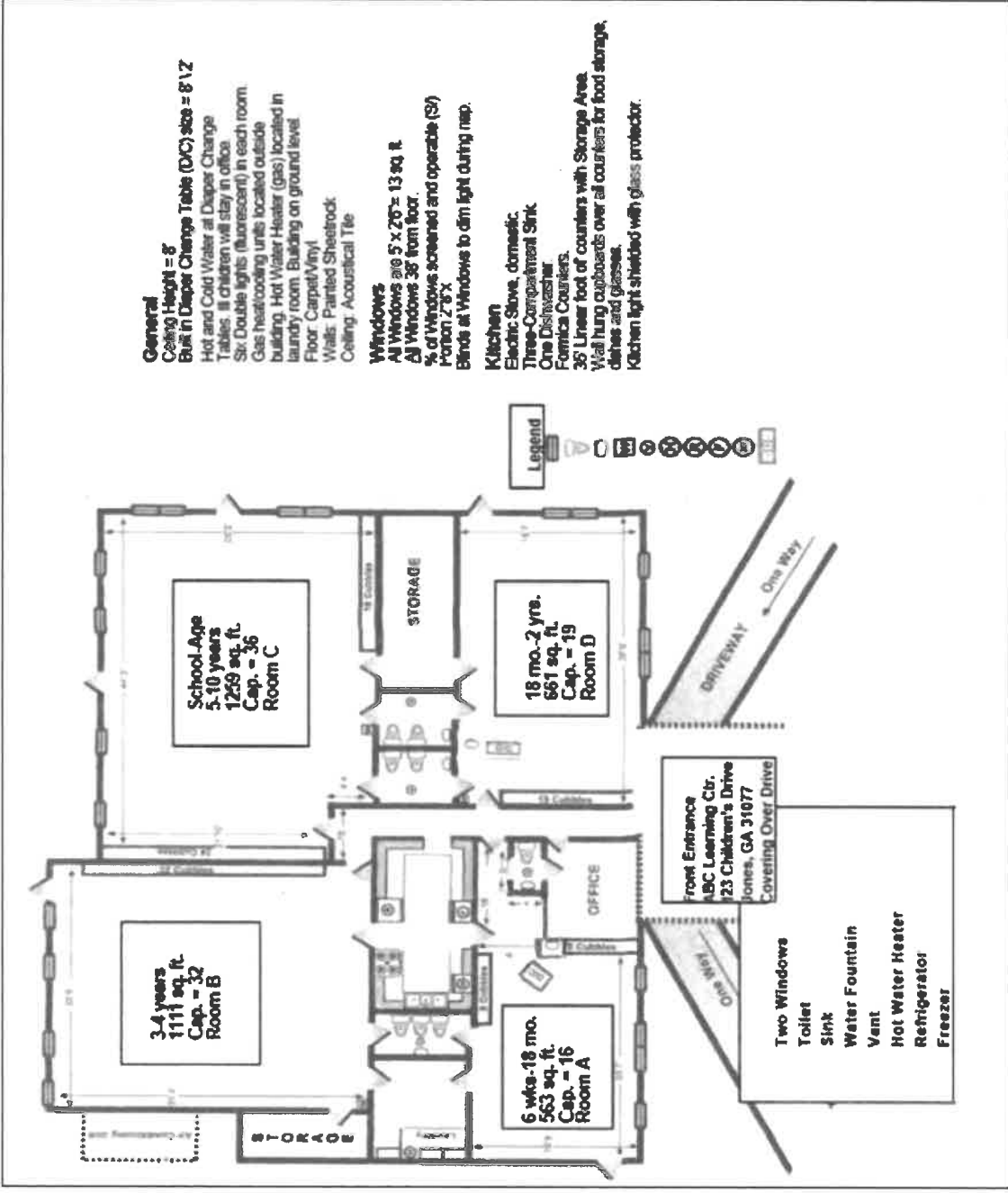
Director is defined as the chief administrative or executive officer of a facility. This person is responsible for the daily on-premises supervision, operation and maintenance of the facility. Georgia law requires that a criminal records check clearance for an employee or Director be on file before the person begins employment. This clearance must be on file for the Director before the center can be initially licensed.

Employee is defined as any person other than a Director, employed by a facility to perform at any of the facilities any duties which involve personal contact between that person and any child being cared for at the facility and also includes any adult person who resides at the facility or who, with or without compensation, performs duties for the facility which involves personal contact between that person and any child being cared for by the facility.

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Sample Floor Plan



Licensed Capacity Requirements

Licensed Capacity Requirements are designed to ensure that the indoor environment provides adequate space for growth and development through exploration, freedom of movement, etc. According to the American Academy of Pediatrics, crowding reduces the ability to control the spread of infection, and has a negative effect on children's activities and state of mind. Inadequate space can lead to aggressive, destructive, unfocused behavior.

To determine the licensed capacity of each child care room:

- Measure the length and width of a room from inside wall to inside wall. (Use the conversion chart below to convert inches to decimals.)

To determine the square footage of each room and the total licensed capacity of the center:

- Multiply the length times the width to get the total square footage of the room/area.
- Space occupied by closets, door inserts, bathrooms and wall protrusions will not be counted to determine the licensed capacity of a room. These areas will be deducted from the total square footage of the room to get a measurement of usable floor space.
- Show the measurements of these areas on your floor plan.

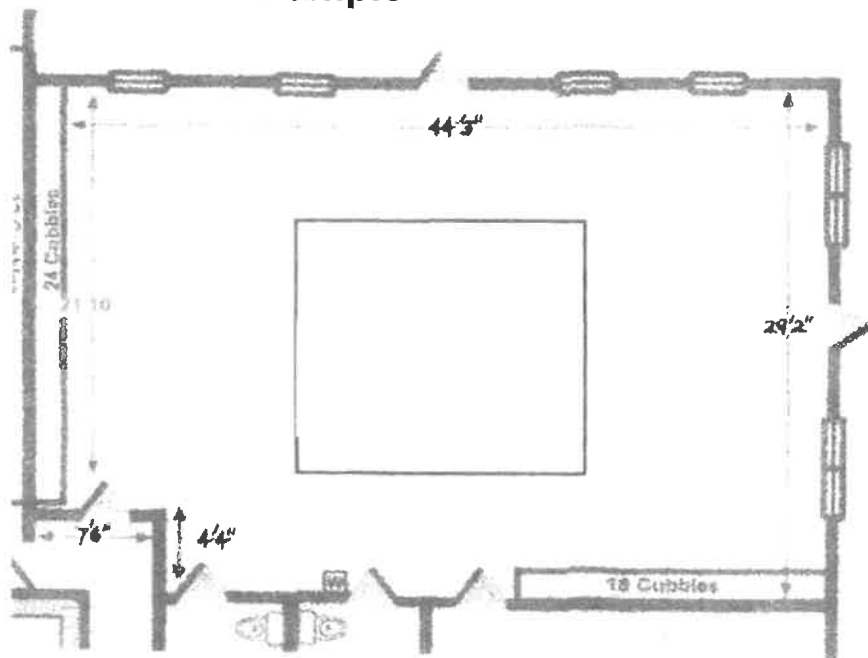
To determine the capacity of the room divide the useable floor space by 35 square feet.

- Express the figure as a whole number by rounding decimals of .50 and above up, and those of .49 and below down.
- After measuring all rooms used by children, add the capacity of each room together to get the total licensed capacity for the center.
- Kitchens, bathrooms, closets, halls, storage areas or rooms, offices, rooms designated for staff use and other single use areas shall be excluded in determining usable space.

CONVERSION TABLE (inches to decimals)

1 INCH=.08	7 INCHES=.58
2 INCHES=.17	8 INCHES=.67
3 INCHES=.25	9 INCHES=.75
4 INCHES=.33	10 INCHES=.83
5 INCHES=.42	11 INCHES=.92
6 INCHES=.50	

Example



ROOM SPACE

29'2" X 44'3"

29'2"

(2"=.17) (3"=.25)

29.17 X 44.25=1290.7 (ROUND UP) =1291 SQUARE FEET

(2 1 7) (3 . 2 5)

LESS THE ENTRANCE PROTRUSION:

Less the entrance protrusion:

7'6" X 4'4"

7'6" x 4

(6"=.50) (4"=.33)

7.50 X 4.33=32.4 (ROUND DOWN) =32

(6=.50) (4=.33)

1291

-32

1259 SQ. FT.

1259 DIVIDED BY 35=35.9 (ROUND UP) =36 CHILDREN

WINDOWS

Window Space Requirements

For Centers With No Central Heat and Air

The requirements in this section apply only to facilities that do not have a central air conditioning unit or individual room air conditioners.

The window space in each child care room is determined in the following way:

- When central heat and air is not provided, total window space per room must be 5% of the useable floor space.
- Multiply useable floor space by .05 to determine required window space.
- At least 50% of required window space must be screened and operable.
- To determine the total square footage of the window space, multiply the length of the window times (X) the width of the window.
- Screens should fit tightly and should be free of open holes, rips, and/or tears to prevent insects from entering the building when the windows are open.

For Centers With No Vent Fans Over The Diapering Surfaces

The requirements in this section apply only to facilities that do not have a vent fan over the diapering surfaces.

- Operable window space must equal 2.5% of the useable floor space.
 - For example, a room in a center that has 1,259 square feet of usable floor space and will house diapered children with no vented exhaust fan present must have $[1,259 \times 2.5\%]$ 31 square feet of screened and operable window space.
- To measure screened and operable window space:
 - Open the window to the maximum opening position.
 - Measure the screened open area.
 - For example, $2'2" \times 2'0" = 4.3$ (round down) = 4 square feet of screened and operable space for the window.
- Based on that calculation, if the room needs 31 square feet of screened and operable space, then you would need $[31 \div 4]$ 8 screened and operable windows.
- Screens should fit tightly and should be free of open holes, rips, and/or tears to prevent insects from entering the building when the windows are open.

Staff:Child Ratios

Child Care Learning Center Rule #591-1-1-.32(1)

AGE	# ADULTS	# CHILDREN
Birth to 18 months (not walking)	1	6
One (1) year olds (walking)	1	8
Two (2) year olds	1	10
Three (3) year olds	1	15
Four (4) year olds	1	18
Five (5) year olds	1	20
Six (6) year olds	1	25

Mixed-Age Groups For Child Care Learning Centers

In mixed-age groups, the required staff:child ratios shall be based on the age of the youngest group of children that makes up more than twenty percent (20%) of the total number of children in the mixed-age group.

Children may be combined in mixed-age groups as follows:

For Centers with a licensed capacity of 19 or more children:

Infants and children younger than three (3) years of age cannot be mixed with children three (3) years of age and older except as set forth below:

- During the first hour of the center's operation and the last hour of operation, infants and children younger than three (3) years may be grouped with older children as long as staff:child ratios and group size are met based on the age of the youngest child in the group.
- Children who turn three (3) years of age during the regular school year may remain grouped with other two (2) year olds for the remainder of the school year provided that the continued placement in the younger group is with the agreement of the older child's parent(s) and is developmentally appropriate for the child.

For Centers with a licensed capacity of 18 or fewer children:

Children of different ages may be mixed together in one room as long as the following staff:child ratio requirements are met:

- The age of the youngest child present under three (3) years of age shall determine the staff:child ratio for the group in which the child(ren) under three (3) years of age are cared for.
- Where all of the children in any group are three (3) years of age or older, the age of the majority of the children in the group shall determine the staff:child ratio.

Diaper Changing Areas

The diaper changing surface must:

- be located in child care rooms.
- be non-porous and easily cleaned.
- be large enough to contain the child being diapered.
- have guards (straps) or rails on sides to protect the child from falling. However, those children who sleep in their cribs may be changed in them.

The diaper changing area must:

- provide for caregivers to wash their hands with liquid soap and warm running water immediately before and after each diaper change.
- have lavatories with hot and cold running water adjacent to the diapering area. This means that the sink should be within arm's reach of the staff who is attending the child on the diapering surface.
- have liquid soap and paper towels, single-use cloths, and storage for disinfectants to keep them inaccessible to children.
- have a closed container for diaper disposal. This container must latch or be inaccessible to children who are housed in the classroom.
- have ventilation. This can be provided by a functioning exhaust fan or by the required amount of screened/operable windows.

Note: Position diaper changing tables so that staff members can see the entire classroom as they diaper. This will enable staff to supervise all of the children during diapering activities. If diapering tables do not face the classroom, a written supervision plan for extra staff will be required. Diaper changing tables must be within arm's reach of the diapering sink.

Storage Space/Bathrooms

Children's Storage

- Play equipment requiring little adult supervision must be on low open shelves in the classroom.
- Individual storage spaces for children's personal belongings (i.e., coats, bookbags, etc.) must be accessible (within reach) of children (1 year of age and older). Storage spaces should be large enough to accommodate the size of the child's belongings.
- Diaper bags must be stored out of reach of children and should be accessible to the diaper changing area.
- Sleeping equipment (i.e., mats, cots) can be stored in the classroom, but must be stored to prevent children's access and to allow maximum use of the play space.

Teachers' Supplies

- Teachers' supplies must be kept out of reach of the children. (Examples: Teachers' purses, White-out, adult scissors, staplers, bulletin board pins, aerosol cans, etc.)

Hazardous Items

- First aid supplies, cleaning supplies, tools, and medicines must be kept out of reach of the children in a locked area (cabinets, closets, etc.).

Bathrooms

- Bathrooms must be fully enclosed.
- Bathrooms must have proper ventilation either through a screened and operable window or a functioning exhaust fan.
- Installed toilets or lavatories of adult height that will be used by children in any room of the facility must have steps or a platform.
- The building should be designed to allow for supervision of children during toileting. Bathrooms must be in or adjacent to classrooms for children 2 years of age. This means a shared wall or immediately across from the classroom door with a direct line of sight.
- For children 3 years of age and older, bathrooms must be no more than 40 feet from the classroom door.
- A written supervision plan must be on file whenever bathrooms are not located in the classrooms.
- Toilet facilities for four-year-old and older children must be screened for privacy (for example: partitions or dividers between toilets).
- Supplies should be within children's reach (i.e., tissue should be within the child's reach when seated on the toilet, and liquid soap and paper towels should be within the child's reach at the sink).
 - The use of a stool or platform is permissible for the child to reach the sink and all supplies.
- Refer to your copy of the Child Care Learning Center rule book for the required number of sinks/toilets.
- Note that all applications received after December 22, 2009, are required to meet revised Rule 591-1-1-.06(1) for the correct number of toilets.
- Two potty chairs are no longer allowed as a substitute for an additional toilet.

Kitchen/Laundry/Building Safety and Repair

Kitchens

If you plan to use non-disposable eating and drinking utensils, kitchens must have proper dishwashing facilities.

- This includes either a three compartment sink, or a two compartment sink with a dishwasher that meets sanitizing criteria.
- An approved dishwasher must have a sani-cycle, or the dishwasher must maintain rinse water at a temperature of 150 degrees Fahrenheit or higher.

If you have difficulty locating a suitable dishwasher, you may consider installing a booster water heater, a separate hot water heater, or using an approved sanitizing agent.

- The refrigerator temperature must be 40 degrees or lower, and the freezer temperature must be 0 degrees.
- Areas for food preparation must be non-porous, easily cleaned, and free of unsealed cracks or seams.
- Areas for storage of food, eating utensils, and cookware must be provided.
- If your facility plans to serve catered food, the caterer must have a Food Service Permit and a current inspection report and provide you with current copies of both documents to maintain in your records.

Children cannot pass through kitchens or laundry areas to reach other parts of the facility or the playground.

Laundry

- Must be separate from child care areas.
- Must contain covered storage for soiled linens.
- Children cannot pass through kitchens or laundry areas to reach other parts of the facility or the playground.

Building Safety And Repair

- Walls, floors, and ceilings should not have holes, cracks or tears, chipping paint, peeling wallpaper, or sharp edges.
- Carpeting and vinyl must be pulled tightly and the seams secured to avoid any hazards, such as tripping.
- Screens, guards, or other types of barriers must protect any type of heating or cooling equipment accessible to children. Screens should not get hot to the touch.
- It is important to develop a system of keeping the building in good repair.

Floor Plan Checklist

For Child Care Learning Centers (CCLCs) with 7 or more children

Applicant(s) Name(s) Christocrats Academy of Science & Technology, Inc.

Contact Person Lolita Martin

Address 721 Morrow Road, Bldg A, Forest Park, GA 30297

Telephone Number(s) 678-372-2459 / 404-240-3487 / 404-228-0830

Facility Name CAST- CHRISTIAN SCHOOL

Address 721 Morrow Road, Forest Park, GA 30297

Telephone Number(s) 404-240-3487 / 404-228-0830

County Clayton

Instructions:

When preparing a drawing of your floor plan, be certain that all items are shown on your plans and/or in the appropriate section of the checklist.

- Submit two (2) copies of a building floor plan drawing to the Applicant Services Unit. These may be hand drawn or professionally prepared. One copy must be 8¹/₂" by 11" for the Bright from the Start: Georgia Department of Early Care and Learning file. An evaluated copy will be returned to you.
- Submit a copy of this completed Floor Plan Checklist.
- Submit a self-addressed, stamped envelope (sufficient in size with adequate postage) for you to receive a copy of your reviewed plans and checklist.
- Applicant Services Unit will use the checklist to evaluate the plan using this key:
 - M - Met
 - NM - Not Met
 - NA - Not Applicable
 - D - Discussion
 - ? - Question/Further clarification needed
 - CCLC = Rules and Regulations for Child Care Learning Centers

Office Use Only	Office Use Only	Office Use Only	Floor Plan Checklist
			<ul style="list-style-type: none"> • Please draw clearly and indicate the following information marked with a "☐" on your floor plan drawing. • Answer questions noted on each item • Do not skip any item on this checklist. Write N/A if it does not apply.
Review Date	Review Date	Review Date	
			1. ☐ Label each child care room with a letter and specify the age group to be housed in each room. (i.e., Room A- 6 weeks to 12 months) Please draw the entrance to the facility. (Account for all ages listed on Application Part A)
			2. Are there any partial walls (those not floor to ceiling)? ___ Yes <u>X</u> No ☐ If yes, please draw partial walls with a broken line (----). Give dimensions (height and length) of these walls. Write N/A if there are no partial walls.
			3. ☐ Draw the location of all doors (interior and exterior).
			4. ☐ Draw in the measurements of each child care room. ☐ Calculate and show the total square footage in each room. Measurements are determined baseboard to baseboard. ☐ Measurements must also be shown for deductions in the room such as restrooms, closets, wall partition(s), wall inserts, heaters with protective barriers, etc.). Use the directions in the Applicant's Guide. (Example: 16'2" x 9'7"= 155 sq. ft.) CCLC #591-1-1-.19(1)
			5. Are there any parts of the building or residence that will not be used for the child care program? <u>X</u> Yes ___ No ☐ If yes, explain the use of the other areas and draw in on your plan. Child Care Learning Centers attached to a private residence should show child care room(s) in relation to the private residence. ☐ Church or school centers should show child care rooms in relation to other rooms within the building and in relation to other buildings/offices on the grounds. If none, write N/A.
			6. ☐ Draw the location of each bathroom in relation to the child care areas. The rules require that children's bathrooms be adjacent to the child care rooms. ☐ Please note the distance (in feet/inches) to the nearest bathroom door from each classroom door (Or, if applicable, note that bathroom is accessed directly from classroom, i.e., door is in classroom). Note: Bathrooms for children age 2 and under must be located in or adjoining the classroom. Bathrooms for 3 years and up must be 40 ft. or less from classroom door.
			7. Are bathrooms fully enclosed? <u>X</u> Yes ___ No NOTE: Bathrooms must be fully enclosed (i.e., no partial walls and no half doors).
			8. Will the program operate in a private residence? ___ Yes <u>X</u> No

			<p>9. <input type="checkbox"/> Draw the location of each bathroom in relation to the child care areas. The rules require that children's bathrooms be adjacent to the child care rooms.</p> <p><input type="checkbox"/> Please note the distance (in feet/inches) to the nearest bathroom door from each classroom door (Or, if applicable, note that bathroom is accessed directly from classroom- i.e., door is in classroom). Note: Bathrooms for children age 2 and under must be located in or adjoining the classroom. Bathrooms for 3 years and up must be 40 ft. or less from classroom door.</p>
			<p>10. Do the sinks for children have warm, running water? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
			<p>11. Are the toilets and sinks child-sized? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If not, explain your plan to make them accessible to children. (Example: stools/platforms)</p>
			<p>12. If you do not have central heat and air, draw the location of all windows. <input type="checkbox"/> Give the measurements for the screened area of the window. If you do have central heat/air, write N/A. N/A</p>
			<p>13. Are there any windows with glass 24" or less from the floor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
			<p>14. Are there any full length glass doors in the building? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, do those windows/doors have an etching/label indicating they are "tempered/safety glass"? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If not, indicate the method used to provide a protective barrier over the windows/doors. (Example: plastic lattice, Plexiglas)</p>
			<p>15. <input type="checkbox"/> Draw the location of the hot water heater(s). If accessible to children, describe the barrier that will be used. (Example: In a latched closet, or cabinet with a latch)</p>
			<p>16. <input type="checkbox"/> Draw the location of laundry areas. If accessible to children, describe the barrier that will be used. (Example: Latch/ lock on door) If no laundry area is on site, describe your plan for laundry.)</p>
			<p>17. <input type="checkbox"/> Draw the location of the diaper changing area in each room housing children 2 years of age and younger. Regulations state that children's diapers or disposable pull-ups may be changed in their own crib, or on a non-porous diapering surface with guards or rails. <input type="checkbox"/> Describe which surface you will use and indicate what type of safety barrier you will have to prevent falls.</p> <p>Note: It is recommended that diapering tables be positioned so that staff can see the classroom while diapering.</p>
			<p>18. Do your diaper changing tables face a wall? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, please provide a written supervision plan which requires additional staff to be present in the classroom during diaper changing activities.</p>
			<p>19. A sink is required next to each diapering area for hand washing. <input type="checkbox"/> Draw the location of the diapering sink on the plan. The diapering sink must be in the classroom and not inside the bathroom.</p>
			<p>20. Do the diapering sinks have running heated water? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
			<p>21. Are the diapering sinks with arm's reach from the diapering surface? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

			22. Are there any child care areas situated in a basement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
			23. <input type="checkbox"/> Draw the location of the kitchen and label the kitchen sink and all major appliances. (Example: Stove, microwave, refrigerator).
			24. What method of dishwashing will you use? (check one) <input type="checkbox"/> Triple basin sink <input type="checkbox"/> Two basin sink and dishwasher with Sani-cycle or capability of maintaining a rinse water temperature of 150 degrees Fahrenheit <input checked="" type="checkbox"/> Two basin sink and use of all disposable service items for children's use, such as dishes, cups/glasses, utensils
			25. Are any ceiling heights less than 7 feet? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, specify which rooms and indicate the height.
			26. What type of heating system (i.e., central, space heater, or floor furnace) is used? Central If floor furnace or space heater, please show on plan where are units located. N/A <input type="checkbox"/> Describe the barriers that will be used to prohibit the children's accessibility N/A (Barriers should not get hot to the touch.)
			27. Regulations require ventilation in diapering rooms, bathrooms, and kitchen. This can be provided by functioning exhaust fans and a duct system, or by operable, screened windows. <input type="checkbox"/> Describe below the type of ventilation to be provided in each area. <input type="checkbox"/> If windows are used in the diapering areas, please give the number of windows and measurements of the operable, screened portion of each window. (Example: 3 windows @ 24" x 22" each) 1. Diaper rooms: Exhaust fan or windows? Windows 2. Bathrooms: Exhaust fan or windows? Exhaust Fans
			28. Do you have any water fountains in the building? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, list the manufacturer's name and the model # of the water fountains below. <input type="checkbox"/> If no, please describe how you will offer water to children. Example: water pitcher and disposable cups. Water Pitchers & Disposable Cups
			29. What type of cooling system (i.e., central, window unit) is used? Central Air <input type="checkbox"/> If window unit or fans, please draw on plans where these are located. <input type="checkbox"/> Describe the barriers that will be used to prohibit the children's accessibility. Note: Children should not be able to touch control knobs.
			30. <input type="checkbox"/> Describe the type of materials used for: A. Floors (Example: Carpet/tile) Carpet/Tile
			31. <input type="checkbox"/> Describe the individual storage areas/cubbies for each child's possessions and draw their location in each room. Children's individual storage for outer garments and personal possessions must be within children's reach. Diaper bags must be stored out of children's reach. The number of storage bins/cubbies must match the capacity of each room. Cubbies & Coat Hooks

			32. Where will you store hazardous/bulk/seasonal supplies? They must be inaccessible to children in a locked or latched storage area. Locked Storage cabinets and closets
			33. <input type="checkbox"/> Describe below your plan for food service Example: Cooking done on-site, parent provided, catered). Parent Provided
			34. If food is provided by a source other than the center, the food must come from a facility with a food service permit and current food inspection score. <input type="checkbox"/> Give the name of the food service facility.
			35. What type of counter surface, such as Formica, stainless steel, etc., will be used for food preparation? Formica & Stainless Steel
			36. Where will supplies of food be stored? <input type="checkbox"/> Draw on plan - shelves or pantry Storage cabinet
			37. Where will food service equipment, such as pots and pans, be stored? Storage Cabinet
			38. <input type="checkbox"/> Describe type of protective shield or guard on kitchen lights and stove hood light(s) that prevents glass from falling into food if a bulb breaks. Plastic Shield
			39. Indicate the source of water supply: <input checked="" type="checkbox"/> County ___ City Note: If not on city or county water, applicants are required to submit written approval from county health department officials with Part B of their application. If county officials will not give written approval, follow their instructions to obtain approval from the agency with jurisdiction over the well, such as the Environmental Protection Agency or Division.
			40. Indicate the source of sewage disposal: <input checked="" type="checkbox"/> County ___ City ___ Septic Tank <input type="checkbox"/> If a septic tank is used, applicants must submit written approval from the local county health department officials with Part B of their application. <input type="checkbox"/> Ask the health official to document the number of children the septic tank will accommodate.

PLEASE DO NOT WRITE BELOW THIS LINE

OFFICE USE ONLY:

Approval is based on submission of written materials; final approval will be based on the on-site inspection.

- FLOOR PLAN APPROVED
- FLOOR PLAN APPROVED WITH THE FOLLOWING STIPULATION(S)
- FLOOR PLAN NOT APPROVED- Address all items marked "NM" or "?" and return revised plan with this ORIGINAL checklist for review. Please include a large self-addressed, stamped envelope.

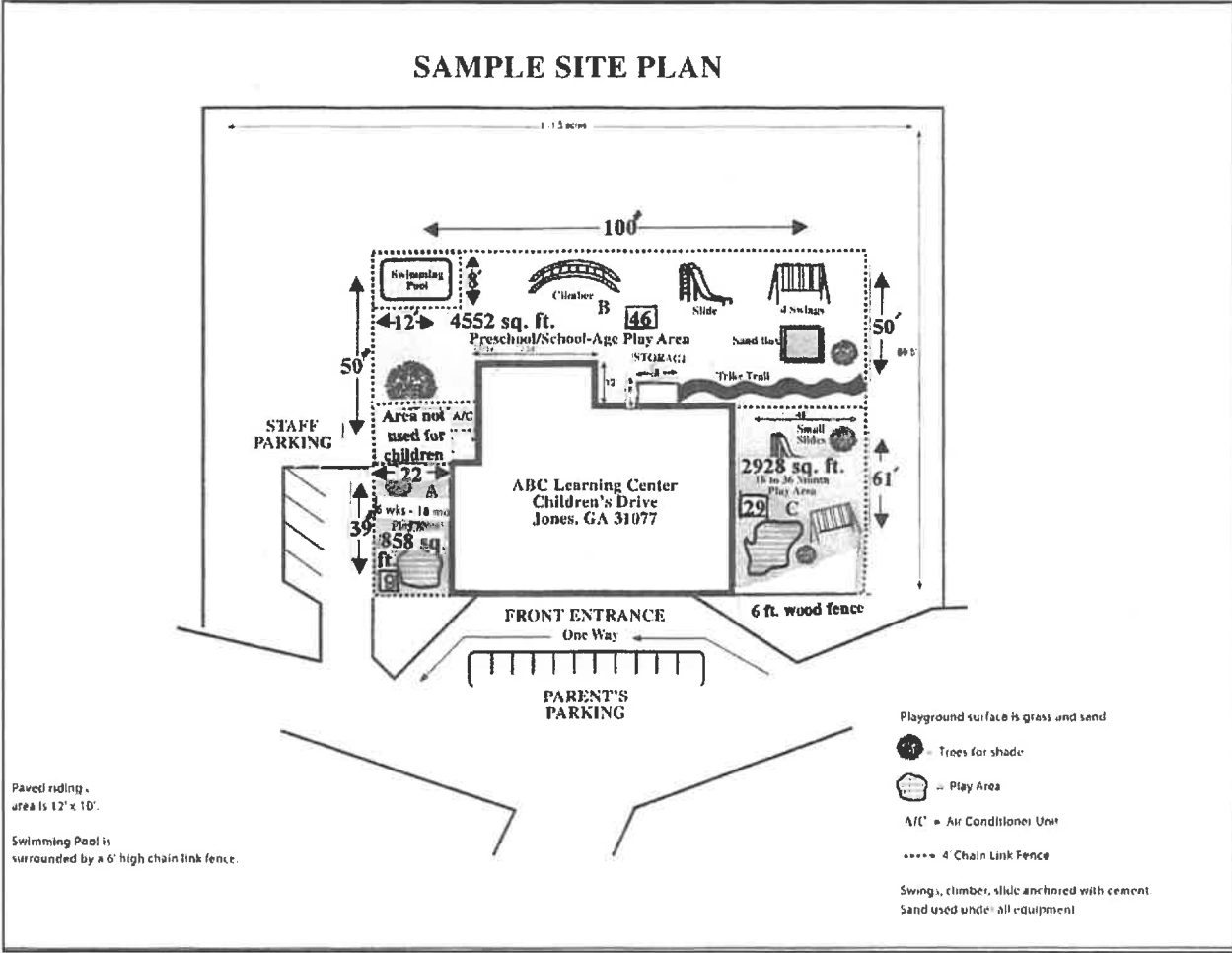
COMMENTS:

REVIEWED BY: _____ DATE _____
 REVIEWED BY: _____ DATE _____
 REVIEWED BY: _____ DATE _____

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Sample Site Plan



Playground Area Rules

The playground, just like the interior space, has specific requirements. The first requirement is that it should be adjacent to the facility (indicate location on your site plan). If not, a safe route to the playground must be approved by Bright from the Start: Georgia Department of Early Care and Learning. Children should not cross driveways or parking lots to reach their playground. Children less than 3 years of age may not pass through the rooms of older children to reach the playground. Children 3 years of age and older may not pass through younger children's rooms to reach the playground. The entrance to the center cannot be through the playground unless that passageway is fenced separately from the playground space.

Playground Size

Here are rules for calculating useable playground space:

- Child care learning centers are required to have 100 square feet of usable play space per child for each group using the play area at any one time.
- Child care learning centers with a capacity of 19 or more children must have enough playground space to accommodate at least 1/3 of the center's total licensed capacity.
- Child care learning centers with a capacity of 7 to 18 children must have enough playground space to accommodate the facility's total licensed capacity at one time.
- Document the exact dimensions of the playground in feet and inches on your plans.
- To obtain the square footage, multiply the length times the width of the playground. To determine the capacity, divide the total square footage by 100.
- If the playground is not uniformly shaped (i.e., square or rectangular), please measure it in segments.
- Remember to deduct any areas that subtract from useable space such as areas for storage buildings, swimming pools, and heating or cooling units.
- If the playground is divided into individual sections to accommodate individual age groups, each fenced area must comply with the rules.

Note: Please consider supervision when designing outdoor play areas. Children are not visible, and cannot be adequately supervised, on a playground that has hidden areas or on one that wraps around a portion of the building.

Ground Covering

- Choose from a variety of surfaces such as grass, wood chips, sand, etc.
- Hard surfaces, such as pavement or gravel, cannot exceed $\frac{1}{4}$ of the total outside surface. Therefore, your playground may not be constructed over concrete or asphalt without first removing this hard surface.
- The playground area must not contain any hazards, such as, but not limited to:
 - Uneven turf
 - Briars/thorny plants
 - Holes
 - Mushrooms
 - Exposed tree roots
 - Active ant beds
 - Rocks

Shade

- Shade may be provided by:
 - Trees
 - Equipment with shade coverings
 - Man-made structures (i.e., gazebos/canopies)
- Shade provided by your building cannot be the only source.
- Shade must be provided within each individually fenced area.

Fencing

- Provide at least a 4-foot-high fence around the play area.
- Fencing material must be non-hazardous, without any protruding metal or wires. The following are approved fencing materials, if they are at least 4 feet tall:
 - Chain Link (with closed, bent wire - no sharp points exposed along the top or the bottom)
 - Wooden (no gaps between boards, no splinters, no nail points or protruding nail heads)
 - PVC/plastic picket fence (gaps between pickets must be less than 3 1/2 inches)
 - Wrought Iron (gaps between rails must be less than 3 1/2 inches)
- Materials **not** approved: Barbed wire, chicken wire, farm wire (rectangular openings), lattice (plastic or wood)
- A fence must be installed to prevent a child from becoming injured or from leaving the play area by any other means than through an approved access route. The fence must be secured at the top and meet the ground and be secured at its base. Securing the base would prevent the entrance of rodents, etc.
- Any bolts used for installation should be turned toward the outside of the fence. If pointing inside, the bolts must be cut down to no more than two threads, then filed smooth or capped.
- Bolts and screws protruding from the playground entrance gate or from divider fences could present a hazard to children on either side.
- Any barrier other than fencing must be approved by the Department.
- The location of the gas meter and/or the heating and cooling equipment must be indicated on the site plan.
- The type of barrier/fence used to prevent children from coming into contact with this equipment must also be noted on the site plan.

NOTE: If barriers (i.e., landscape timbers, PVC pipe perimeters) are used on the playground to contain loose fill materials like sand/mulch, do not install the barriers close to the fence line as the height of the barrier would reduce the overall height of the fence. This can also create a gap (between the fence and the barrier) where children's feet can slip causing a potential injury.

Play Equipment and Surfaces

- Provide enough age appropriate outdoor play equipment to offer a variety of activities.
- Equipment must be in safe operating condition with no rusted, broken, or missing parts, and with no protruding nails or screws.

- Tires used for play must have holes bored in them so that water drains out.
- Specific requirements for swings and climbing equipment include:
 - Must be anchored securely in the ground.
 - Chain hooks on swings must be clamped tight.
 - Slides should be installed in shaded areas.
 - A resilient or bouncy surface such as wood chips, sand, mulch, or pea gravel must be provided underneath and in the fall zone.
 - The depth of the resilient surface is determined by the height of the equipment.
 - Six inches of resilient surface is required underneath and within the fall zone of equipment five feet or higher.
 - If the equipment is less than five feet in height, the required depth of the resilient surface is three inches.
 - Barriers may be needed to maintain loose fill materials at the proper depth (see note above regarding placement of barriers).
 - Any barrier, such as timbers or PVC pipes, built to contain the resilient surface must be installed outside of the fall zone of the equipment.
- If a synthetic material is to be used for the resilient surfacing, contact the Applicant Services Unit for approval of the material prior to installation. You will be required to provide testing specifications on the product you plan to install.
- It is important to develop a system to check the playground equipment and to measure the resilient surface regularly to ensure that both are maintained adequately.
- Safety or encroachment zones of at least 6 feet should be created between pieces of equipment as well as between the equipment and fencing.

Fall Zones

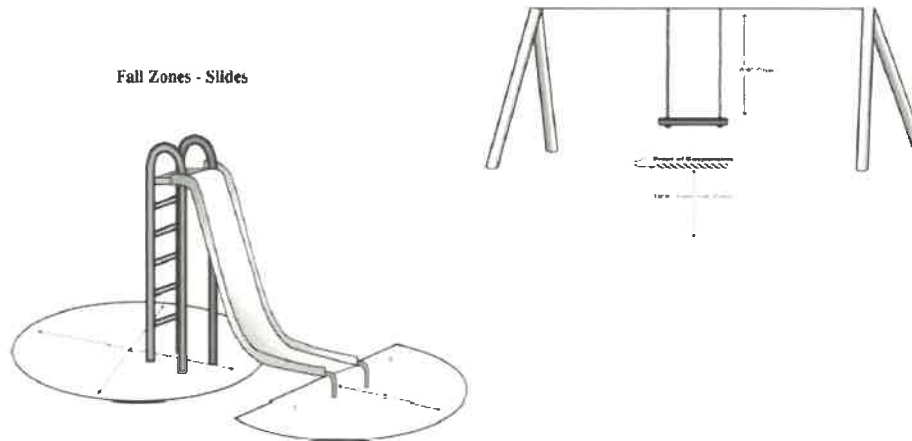
- Use zones (also called “fall zones”) should surround equipment by six feet on all sides in general. For swings, measure the height to the top of the swing bar; the use zone in front and behind swings will be two times that height (a seven (7) foot tall swing would have fourteen (14) foot use zone in front AND behind the swings). Use zones of stationary equipment may overlap if the equipment is six (6) feet apart and 30 inches high or less. If more than 30 inches high, overlap is allowed only if equipment is nine (9) feet apart. Slides great than six (6) feet high require an exit use zone equal to their height up to eight (8) feet.
- For more information please see the U.S. Consumer Product Safety Commission Public Playground Safety Handbook (Publication #325, November 2010) available at www.cpsc.gov

Resilient Surfacing

Height of Equipment	Depth of Surfacing Needed	Best Practices
Less than 3 ft	None, but on soft surface	9 inches if over 18 inches tall
3 ft – 5 ft	3 inches	At least 9 inches
Higher than 5 ft	6 inches	At least 9 inches

Swings fall zone should be in front of, behind, and on the sides of the structure

Example:
Chain = 5'9"
5'9" + 7' = 12'9" fall zone



Playground Maintenance Checklist

Date Checked	Repair or Removal Needed	Date Repaired or Removed	Instructions: <ul style="list-style-type: none"> • Check the entire playground at least once each week. • Train all personnel to be alert to playground hazards, and report them promptly. • Avoid the use of hazardous equipment until repaired.
Review Date	Review Date	Review Date	
			Are there at least six to ten inches of deep resilient ground cover (sand, pea gravel, wood chips, etc.) under all swings, merry-go-rounds, slides, and climbing equipment? Is the resilient surface compacted or out of place?
			Is the entire outside play area free of hazard, such as: <ul style="list-style-type: none"> • Poisonous plants • Glass • Trip hazards • Uneven turf • Exposed bricks/cinder blocks • Exposed concrete edges • Open grating • Slippery areas • Dead tree limbs • Briars/thorny plants • Exposed tree roots/rocks • Accessible sharp fence wire • Accessible woods • Inadequate clearance between equipment • Poor drainage areas • Ants/Bees/Spiders
			Are concrete supports of equipment sticking above the ground? Is equipment anchored securely?
			Are there outdoor equipment hazards such as: <ul style="list-style-type: none"> • Exposed nails/screws/nuts/bolts/pipes • Splintered/deteriorated wood • Open/deformed "S" or "C" hooks/ rings/links, etc. • Crush/pinch points • Areas of entrapment • Unprotected protrusions • Broken/missing steps/rungs/hand rails/handles/slides/ladders • Sharp edges • Broken seats/parts/equipment • Obstructions on slides • Equipment off track/unsecured to fulcrum • Frayed/broken ropes • Chipped/peeling paint • Worn swing hangers/chains • Broken supports/anchors • Bars/rungs/handholds stay in place when grasped; don't wobble/turn

			Are there openings that could trap a child's head? (Gaps should be less than 3½ inches or greater than 9 inches.)
			Are timbers rotting, splitting, termite infested, excessively worn, or splintering?
			Are portable toys such as tricycles and wagons in good repair? (No sharp edges, no cracked plastic, etc.)
			Are there protrusions on any equipment that can catch clothing?
			Are there crush points or shearing actions such as hinges of seesaws and undercarriages of revolving equipment that children could reach or touch?
			Are swing seats excessively heavy? Do they have protruding parts that could pierce or catch part of a child's clothing?
			Is the fence at least 4 feet high and in good repair? Can gates be secured? Any 4 inch gaps a child could squeeze through? Any sharp wires that could cut or scratch a child?
			Are there electrical hazards on the playground such as accessible air conditioners, switch boxes, or power lines?
			Do trees, grass, and shrubs need care/trimming?

Signature Of Person Conducting the Playground Check

Site Plan Records

Facility Type: Child Care Learning Center (CCLC) (7 or more children)

Applicant(s) Name Christocrats Academy of Science & Technology, Inc.

Contact Person Lolita Martin

Address 721 Morrow Road, Bldg. A, Forest Park, GA 30297

Telephone Number(s) 678-372-2459 / 404-240-3487 / 404-228-0830

Facility Name CAST- Christian School

Address 721 Morrow Road, Bldg. A., Forest Park, GA 30297

Telephone Number(s) 678-372-2459 / 404-240-3487 / 404-228-0830

County Clayton

Instructions:

When preparing a drawing of your site plan, be certain that all items are shown on your plans and/or in the appropriate section of this checklist.

1. Submit two (2) copies of a site plan drawing to the Applicant Services Unit. These may be hand drawn or professionally prepared. One copy must be 8¹/₂" by 11" for the Bright from the Start: Georgia Department of Early Care and Learning file. A copy will be returned to you.
2. Submit a copy of this completed Site Plan Checklist.
3. Submit a self-addressed, stamped envelope, sufficient in size with adequate postage to receive a copy of your reviewed plans and checklist.
4. Applicant Services Unit will use the checklist to evaluate your plan using the following key:
 - **M** – Met
 - **NM** – Not Met
 - **NA** – Not Applicable
 - **D** – Discussion
 - **?** – Question/Further clarification needed

Site Plan Checklist

Office Use Only	Office Use Only	Office Use Only	Instructions: <ul style="list-style-type: none"> • Please draw/clearly indicate the following information marked with a <input type="checkbox"/> on your floor plan drawing. • Answer questions noted on each item. • Do not skip any item on this checklist. Write N/A if it does not apply.
Review Date	Review Date	Review Date	
			<input type="checkbox"/> Draw the location of parking for parents and staff. Assure that there is enough to accommodate staff vehicles and the peak arrival and departure times for the safe pick-up and delivery of children.
			<input type="checkbox"/> Draw the measurements of each playground and the age range of children that will use each playground. (Ex. 120 feet x 90 feet= 10,800 sq. feet) If more than one playground is planned, show each playground and designate each with a letter. Note: Facilities are not required to have separate play areas for all age groups. Refer to Applicant's Guide for additional information. Give dimensions of any heating/cooling equipment areas on the playground. These should be fenced off from children's access. Note: For child care learning centers with a capacity of 19 or more children, the total playground capacity must accommodate at least 1/3 of the center's overall capacity. For child care learning centers with a capacity of 7 to 18 children, the playground capacity must match or exceed the center's overall capacity.
			Are there any buildings or storage areas on the playground? ___ Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, please draw the location on the plan and give measurements of the building. Are these buildings able to be locked? ___ Yes ___ No N/A Is access blocked both beneath and behind the buildings? ___ Yes ___ No N/A
			Is there a swimming pool (in ground or above ground) on site? ___ Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, please draw the location on the plan and describe below the method used to make it inaccessible to children when not in use. (Example: Locked fence)
			<input type="checkbox"/> Draw the location of the playground in relationship to the building, and show the route children will use to safely reach the playground from each room. Note: In CCLCs with a capacity of 19 or more children, children less than 3 years old may not pass through older children's rooms to reach the playground, nor may children ages 3 and older pass through the rooms of younger children.
			<input type="checkbox"/> Draw the location of the playground equipment (climbers, swings, sandboxes, slides, etc.). A variety of age-appropriate equipment for all children served must be provided.
			<input type="checkbox"/> Draw the location of fencing and the gates used to protect children from traffic and other hazards. Rules require the fence to be at least four feet in height. Fence must be constructed with non-hazardous material and must have no gaps between rails or posts that measure larger than 3 1/2 inches. Type of fence? <u>Chain Link</u> Height of fence? _____

		<p>Describe the type of ground covering that will be on the completed playground. (Examples: grass & mulch) Grass & Mulch</p> <p>Is there any concrete or asphalt beneath the grass/ground cover on your playground? ___ Yes <u>X</u> No</p> <p><input type="checkbox"/> Draw any paved or concrete surface areas on the plan. Show the measurements of paved or concrete surfaces.</p> <p>Note: Rules require hard surface to be limited to no more than 1/4 of the total outdoor play area.</p>
		<p>Shade will be provided on each playground by: <u>Awning & Building</u></p> <p>Shade can be provided by trees, awnings, covered sandboxes, etc.</p> <p>Shade provided by the building cannot be the only shade.</p>
		<p>State below the type and depth of resilient surface used beneath and in fall zones of swings and climbing equipment (i.e., sand, wood chips).</p> <p>Note: The required depth beneath and in the fall zone for equipment less than 5 feet high must be at least 3 inches. For equipment 5 feet and higher, the required depth is at least 6 inches. Barriers may be needed to maintain the proper depth.</p> <p>Refer to the Applicant's Guide for distances required for fall zones, for resilient surface materials, and for depth requirements.</p> <p>Type N/A _____ Depth _____</p>
		<p>Climbers and swings must be anchored. Describe below how you will do this, such as concrete footings.</p> <p>Note: Anchoring material must be securely covered.</p>
		<p>Is the gas meter and/or heating and cooling equipment located on the playground? ___ Yes <u>X</u> No</p> <p><input type="checkbox"/> If yes, please indicate the protective barrier to prevent children's access and draw the location of the equipment and barrier on your plan.</p> <p>Note: This barrier must be at least 4 feet high.</p>
		<p>Describe your specific plan for keeping the playground safe and the depth of the resilient surfacing material maintained. See Applicant's Guide for information about Playground Maintenance. (Plan for daily maintenance like measuring resilient surface and long-term work like grass cutting, adding resilient surface, painting equipment, etc.) Landscaper & Director will ensure grounds are regularly maintained. A sample playground checklist form is found in the resource section.</p>

PLEASE DO NOT WRITE BELOW THIS LINE

OFFICE USE ONLY:

Approval is based on submission of written materials; final approval will be based on the on-site inspection.

- SITE PLAN APPROVED
- SITE PLAN APPROVED WITH THE FOLLOWING STIPULATION(S)
- SITE PLAN NOT APPROVED- Address all items marked "NM" or "?" and return revised plan with this ORIGINAL checklist for review. Please include a large self-addressed, stamped envelope.

COMMENTS: _____

REVIEWED BY: _____ DATE: _____
 REVIEWED BY: _____ DATE: _____
 REVIEWED BY: _____ DATE: _____

Plans, Policies, Procedures & Checklists

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Definitions

The Operation Plan covers the day-to-day operation of your center. The following items and documents must be included in the Operation Plan.

Personnel Policies/Handbook: This is the handbook given to your staff and should cover all information in your policies and procedures as well as all requirements for your staff.

Policies and Procedures/Parent Handbook: This covers all information that your parents need to know about the day-to-day operation of the center and should be organized in an easily readable format that parents can turn to for answers about the type of services you will provide.

Schedules: Each classroom is required to have posted a daily schedule of age-appropriate activities that children are involved in at the center.

Menus: Menus are a required posted item and a sample menu for your center must be submitted.

Emergency Plans: Your parental policies and procedures may state that emergency plans have been developed and are posted for parent viewing. You must submit for review your step-by-step plans for each of the emergency situations listed on the operation plan checklist.

Transportation Plan: Written plan required for routine transportation or field trips.

Operation Plan Checklist: Please include your checklist in its entirety when submitting your operation plan materials for review.

Forms: Sample forms have been provided for many of the items required. Any forms that you will be using other than the sample forms provided by DECAL must be submitted for review.

Guidelines for Creating Policies & Procedures

Use this form for guidance in writing Center Policies and Procedures, which may also be used as your Parent Handbook. To create your Center Policies and Procedures, include the following information plus all items required in the operation plan checklist.

1. Ages of Children Served
2. Months of Operation
3. Days of Operation
4. Hours of Operation
5. Dates center is closed, (i.e., holidays, inclement weather, vacation closing, etc.)
6. Admission requirements, including parental responsibilities for supplying and maintaining accurate required record information and escorting child to and from the center
7. Standard fees, payment of fees, fees related to absences and vacations, and other charges such as insurance, transportation, etc.
8. Transportation provided, if any, must include procedures to be followed if no one is home or at the designated drop-off site to receive a transported child from school, home pickup/delivery, or special events such as dance lessons, swim lessons, etc. If no transportation is offered, this must be stated in the Center Policies and Parent Handbook so that parents will know.
9. Guidance and discipline techniques must include statement of general philosophy of classroom management, statement of discipline techniques to be used, and statement of disallowed discipline techniques as described in rules and regulations
10. Handling emergency medical care including place(s) the children will be taken for emergency medical care, identification of the facility's primary medical resource, and method used to transport the child to this location
11. Description of information required before administering medication and recording noticeable adverse reactions to the medication. Include times medication will be administered, how to obtain and complete the medication form, how long authorization is in effect (i.e., limited to no more than two weeks unless written authorization from the physician), and procedure for delivery and pickup of medication

Policies and procedures for notifying parents of child's illness, injury, exposure to a notifiable communicable disease; parents' responsibility to inform center of a communicable disease; exclusion of sick child with 101 degrees or higher oral temperature and any other symptom such as diarrhea, sore throat, etc.
12. Exclusion of children with communicable disease as defined in the chart of communicable diseases and their recommendation for re-admission (chart should be posted in the center)
13. Protection of children inside the facility in the event of severe weather and evacuation of the building in the event of fire, gas leak, bomb, and physical plant problems (i.e., describe the steps you will take to protect the children while in the center or on the vehicle. Note: The emergency plans for fire and severe weather should also be posted in the center.
14. Description of any special procedures to be followed in the caring for a child, including any special services, which the center agrees to provide to a child with special needs.

15. A description of the meals and snacks served; provisions for food provided by parents, and how exceptions, such as for allergies, or food from home, will be handled; description of food service
16. Written parental authorization for child to participate in field trips, special activities away from the center and water related activities occurring in water that is more than two feet deep, if the center participates in any such activity, and if the center is to provide routine transportation for the child to and from school, home or center, i.e., for field trips written permission of each trip, method of transportation for swimming activities include location, fees if any, equipment needed by children, certification of lifeguard.
17. Evidence of age-appropriate immunizations or a signed affidavit against such immunizations within 30 days of child's enrollment
18. Requirements to report any suspected child abuse, neglect, exploitation, or deprivation to the Department of Family and Children Services
19. Requirements to report any suspected case of notifiable communicable disease to the local county Health Department
20. If infant care is provided, policies and procedures on written feeding plan, which includes parents' instructions for feeding of formula or breast milk, updating of plan, provision of formula/breast milk bottles which are identified with child's name and current date, handling of leftover formula/breast milk, provision of baby food, provision of diapers, use of pacifier
21. Information on facility's safe sleep policy
22. Details if you want parents to provide articles such as combs, toothbrushes, sheets, covers, change of clothing.
23. Statement to inform parents of posted notices to include the license, copy of rules, review of evaluation report, communicable disease chart, statement of parental access, names of persons in charge, current weekly menu, emergency plans for severe weather and fire, and statement for visitors. If you have no liability insurance coverage for the children, you must post a notice alerting parents of this fact. There is a sample form for this.

Personnel Policies

The policies listed below are stipulated in the rules and should be included in your personnel policies/ employee handbook. This language can be copied word for word.

Contagious Diseases: Staff, or any other persons being supervised by the staff, shall not be allowed in the center who knowingly have, or present symptoms of a fever or diarrhea.

Smoking: Staff or other persons shall not smoke or use tobacco within the center premises, on the center playgrounds, or in any vehicle being used to transport children during the hours that the center is in operation. (Note: Current Fire Safety laws prohibit smoking on the premises of the child care center.)

Prohibited Substances: Staff, chaperons, and students in training shall not be under the influence of or consume alcohol, marijuana, or other controlled substances on the center premises during the hours of operation or any other time or place where there are children present for whom the center staff is responsible.

Assignment of employees: Staff with diaper changing responsibilities shall not be simultaneously assigned to kitchen food preparation duties.

Work Schedules: Staff shall not regularly be scheduled to perform child care duties for more than twelve (12) hours within any twenty-four (24) hour period.

Substitute Employees: The center shall provide for substitute staff when regular staff is absent from work. All substitute employees shall be at least eighteen (18) years of age. Substitute caregiver staff shall be informed of these rules and the center's policies for the age group for which they will be providing care. Substitute service staff shall be informed of the center's policies and procedures necessary to the proper performance of their job duties in compliance with these rules.

First Aid and CPR: At least fifty percent (50%) of the caregiver staff and the Director shall have current evidence of training in first aid and cardiopulmonary resuscitation (CPR). There must always be an employee with evidence of current First Aid training and CPR on the center premises whenever children are present, on any center-sponsored field trip, and on any center vehicle transporting children.

Employee Files

During your Initial Licensing Study, the following items must be in the center Director's file and in each center employee's file.

Application for Employment: There is a sample form for this. If not using the DECAL sample, make sure that **all** information on the sample is included on your application (i.e., questions about CPR and First Aid, information regarding whether the person has ever been investigated or charged with abuse, neglect, etc.). Make sure that **all** questions are answered and that staff do not leave any blanks.

Ten-Year Work History: There is a sample form for this. This should go back ten years, even if the person has not consistently worked for ten years (i.e., student, homemaker, unemployed). The ten year history should reflect what the person has been doing for the past ten years. If the person did not work between two jobs, have them write "no work" or "unemployed" so that the entire ten year period is covered.

Credential/Degree Verification: Effective December 1, 2012, a copy and/or written verification of the credential or degree awarded to Directors and lead teachers (see qualification requirements) must be on file.

Orientation: There is a sample form for this. This covers training prior to being placed in a classroom, and includes information regarding the center's rules, DECAL's rules and regulations, etc. The orientation training form must be signed and dated by the person(s) conducting the orientation as well as by the employee.

CPR and First Aid Verification: Must be geared towards infant/child (not adult only), and must include the date and signature of the instructor. Make sure that trainers are BFTS approved. A copy of this should be placed in each employee's file. **Note:** At least 50% of the caregiver staff are required to have this training at the point of licensure and ongoing. The Director and the person responsible for driving the vehicle are also required to have this training. If the driver does not have training, a certified person is required to be on the vehicle with them at all times.

Comprehensive Background Check (CBC): This is the criminal background and fingerprint check that all employees must undergo and pass. A copy of the satisfactory CBC report letter must be in each employee's file.

Any Additional Training: Sample forms are available to keep track of training. Directors are required to have the approved 40-hour Director's training prior to licensure.

Children's Files

The following items are to be in each file. Sample forms are provided in your Applicant's Guide. Please check all children's files that were under former ownership for completeness and accuracy. If you are changing enrollment applications over to your facility information, please complete all changes by date of initial licensing study.

Note: Children's files must be maintained for a period of one year after the child is no longer in care at the facility.

1. **Enrollment Form:** This should be completed prior to the children being left in your care. Make sure that all questions are answered and that no answers are left blank. Ask that parents not use NA. All questions are applicable and should be answered or have NO or NONE, (i.e., allergies).
2. **Emergency Medical Authorization:** Again, all questions must be answered, with NO answers left blank. The forms must be completed prior to the child being left in your care. Make sure that the Doctor's name and phone number are completed and readable.
3. **Parental Agreement:** This lists the services that you provide and what both you and the parent agree to. You may want to add information such as receiving, reading, and understanding the parent handbook to the list.
4. **Parent Acknowledgement Page:** Signed document which indicates that parents have been provided a copy of the facility's policies and procedures, have been encouraged to participate in facility activities, and have been told that they will be advised of their child's progress.
5. **Parent Notice of No Liability Insurance:** This lets parents know that you do not have liability insurance to protect their child in the event of an injury, etc. If you **do** carry this insurance, you do not need this form in children's files.

Other forms:

- Incident Report
- Infant Feeding Plan (a copy should also be kept in the child's assigned room)
- Authorization for Medication
- Vehicle Emergency Medical Information (a copy should also be kept on the vehicle)
- Transportation Agreement (a copy should also be kept on the vehicle)
- Field Trip Permission Form

Schedules

A daily schedule is required by the rules to be posted in each classroom. These schedules should be age-appropriate and individual to each classroom. One schedule is not appropriate for an entire center because children of different ages and abilities will require longer or shorter times for different activities.

Schedules should show all hours of operation, from the time the center opens until the time the center closes. Refer to your Application Part A to ensure the schedules match the hours of operation and the ages served.

Schedules are to include indoor and outdoor play; a balance of quiet and active periods; free choice and teacher-directed activities; individual, small group, and large group activities; and cover the seven interest areas—large muscle activities, small muscle/manipulative activities, language and reading, arts and crafts, dramatic play, rhythm and music, and science and nature. Schedules should reflect children’s activities—not the caregivers’ activities.

Schedules must also show the required amount of outdoor time. The rules require one and one-half hours of outdoor play daily for children ages 1 year and older, and one hour a day for infants.

Schedules must show snacks and meals, reflecting a minimum of 2 hours between each meal and snack.

Schedules for centers that provide care for school-age children must prepare a part-day schedule reflecting children’s activities before and/or after school hours, and a full-day schedule will be required.

Weekly Menu

A weekly menu reflecting the meals and snacks served at the facility is required by the rules to be posted near the front entrance for parent viewing. Substitutions should be posted on the menu as they occur.

Your menu should include clearly identified food and drinks and fulfill required components and creditable food items described in the U.S. Department of Agriculture (USDA) guidelines.

Each meal and snack that is to be served is to be on your weekly menu.

If you are providing evening or night care, those meals and snacks should be reflected as well. Staff must follow the infant feeding plans completed by the parents for children under one year of age. The feeding plan should be updated by the parents each time the child's feeding requirements change.

If your center will serve catered food, a copy of the establishment's food service permit, as well as a copy of its most recent inspection report, should be submitted. You will still be required to post a menu which lists the catered food served.

If parents will be providing meals, the center must adhere to the "Criteria for Sack Lunches" memo (see Resource section of Applicant's Guide). Parents will be required to provide meals which meet USDA requirements, and the center will be required to maintain additional foods on hand to supplement children's meals as needed. The center must also adhere to the food preparation area requirements listed in the rules.

Emergency Plans

Each facility must have step-by-step procedures stating how emergencies are handled. Each item listed on the Operation Plan Checklist should be written out as a separate plan. When writing your emergency plans, your plans should be specific to your program and to your building.

- Start from the beginning of the emergency and continue until the emergency situation is over
- Make sure plans are step-by-step
- Give staff specific jobs
- Decide where you would go if you had to evacuate the building and grounds
- Ensure that your plans are usable by your staff
- Include reporting the incident to DECAL within 24 hours or the next business day after the incident.

Emergency plans should be developed for the following:

- Fire
- Severe Weather
- Loss of Heating
- Loss of Cooling
- Loss of Water
- Loss of Electricity
- Structural Damage to the Building
- Serious Injury to a Child
- Death of a Child
- Loss of a Child From the Facility
- Loss of a Child From a Field Trip
- Threatening Event
- Natural Disaster

Transportation

If the center provides transportation, a written transportation plan must be included with the operation plan and be a part of its Policies and Procedures. Also include written procedures for any alternate transportation used, such as contracted transportation.

Types of transportation plans to be included:

- Routine transportation
- Field trip transportation

Each transportation plan must include:

- Name of licensed driver and evidence of current driver's license
- Written transportation agreement with the parent
- List of children to be transported
- Checklist for the accounting of children
- Transportation record
- Vehicle emergency medical information
- Annual vehicle inspection form
- Evidence of First Aid and CPR training for the driver
- Field trip permission form

Operation Plan Checklist

Facility Type: Child Care Learning Center (CCLC) serving seven (7) or more children

The Operation Plan Checklist has been created from the rules and regulations for use as a guide in the development of the center's Operation Plan. Sample forms have also been created based on the rules and regulations and are included in the Resource Section of this Applicant's Guide.

If using the sample forms developed by DECAL, indicate this on the checklist by writing SF on the top of the page, rather than sending copies of the sample forms.

Sample forms are provided only for items starred (*). The center must develop its own forms for items that are not starred and submit a copy for review and approval.

Applicant(s) Name Christocrats Academy of Science & Technology, Inc.

Contact Person Lolita Martin

Address 721 Morrow Road, Forest Park, GA 30297

Telephone Number(s) 404-240-3487 / 404-228-0830 / 678-372-2459

Facility Name CAST- Christian School

Address 721 Morrow Road, Forest Park, GA 30297

Telephone Number(s) 404-240-3487 / 404-228-0830 / 678-372-2459

County Clayton

Instructions:

1. Submit copies of forms and/or documentation to show compliance with each item listed below along with this checklist to the Applicant Services Unit. Keep one copy of the checklist and attachments for your files.
2. Submit a self-addressed, stamped envelope, sufficient in size with adequate postage to receive a copy of the evaluated checklist.
3. All items listed below should be represented on the operation plan, or answered on the checklist, which is attached to your plan. Applicant services Unit will use the checklist to evaluate your plan using the following key:
 - **M** – Met
 - **NM** – Not Met
 - **NA** – Not Applicable
 - **D** – Discussed
 - **?** – Question/Further clarification needed

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Forms & Checklists

This section includes a list of forms and records required for the daily operations of a child care facility and checklists of the required contents.

Sample forms are available in this document and on the DECAL website for use as guides.

If a center does not use the sample forms provided and develops its own form(s), please write SF next to each heading, and include a sample copy for review with the checklist.

For forms the center develops on its own, do not write in the gray boxes and do not send copies of the DECAL sample forms.

Staff Forms

A record must be established for each center staff person, including the Director. In some cases, the Director will also be the licensee. Submit the forms you will use to capture the required information listed below.

Write SF on the top of the document if you are using the Sample Form from the Applicant Guide for this item. Only items with a star (*) have sample forms.

Office Use Only	Office Use Only	Office Use Only	
Review Date	Review Date	Review Date	
			*Staff Application Form
			Must include the following:
			Name
			Date of Birth
			Current address
			Current telephone number
			Employment History (10 year)
			Education (Copies/written verification of credential/degree is required for Directors and lead teachers)
			Qualifying work experience (commensurate with position)
			Proof that staff members do not have a criminal record.
			<p>The following three (3) statements are also required on staff applications:</p> <ol style="list-style-type: none"> 1. Staff has never been shown by credible evidence, e.g., a court or jury, a department's investigation, or other reliable evidence to have abused, neglected or deprived a child or adult or to have subjected any person to serious injury as a result of intentional or grossly negligent misconduct as evidenced by an oral or written statement to this effect obtained at the time of application. 2. Applicant has not made any false statements on the application regarding qualifications. <ul style="list-style-type: none"> • Under the American with Disabilities Act of 1991, all programs are required to reasonably accommodate individuals with a disability. The reasonable accommodation requirement applies to the application process, any pre-employment testing, interviews, and actual employment, but only if the program supervisor is made aware that an accommodation is required. If job applicants are disabled and require accommodation, they may request it at any time during the interview process. They are obligated to inform the program Director of their needs, if they will impact their ability to perform the job for which they are applying. 3. Applicants have read the description of the position for which they are applying, and they are, in all respects, able to adequately perform the duties as described.

			<p align="center">* Staff Daily Attendance Form</p> <p>Forms for each employee must be kept by the center for a six-month period.</p>
			<p align="center">*Orientation Form</p> <p>Orientation must be conducted with new staff member prior to assignment to children or task. Such instruction shall require new staff member to be generally familiar with the health and safety requirements that are set forth in the specified sections for caring for children.</p>
			Forms used to document staff orientation must include:
			Center policies and procedures
			Emergency weather plans
			Employee's assigned duties and responsibilities
			Reporting requirements for suspected cases of: <ul style="list-style-type: none"> • child abuse, neglect, or deprivation • communicable diseases • serious injuries
			All rules and regulations
			Childhood injury control
			Rules and procedures for administering medicine
			Practices to reduce the risk of Sudden Infant Death Syndrome (SIDS)
			Hand washing
			Fire safety
			Water safety
			Prevention of HIV/Aids and blood borne pathogens
			Child care training requirements
			Signature and date of person conducting orientation
			Signature and date of person receiving orientation

Children's Records

A record containing the following information must be maintained for each child enrolled. Submit a sample of your form for approval. It must include the five (5) items listed below, if all are applicable.

During the licensure visit, the organization of records will be evaluated. Forms must be available for parents to complete.

If sample forms from the Applicant's Guide are used, write SF next to each item covered by that form.

Office Use Only	Office Use Only	Office Use Only	Children's Records Checklists
Review Date	Review Date	Review Date	
			*Child Enrollment Form
			The form must include the following:
			Identifying information about the child to include: <ul style="list-style-type: none"> • Name • Date of birth • Gender • Address • Living arrangement, if not with both parents • Name of guardian, if applicable • Name of school
			Identifying information about the parents or guardian to include: <ul style="list-style-type: none"> • Names of both parents • Name of guardian, if applicable • Home and work addresses • Home and work telephone numbers
			Name(s) and information about the person(s) to whom the child may be released. Such information shall contain: <ul style="list-style-type: none"> • The authorized person's address • Telephone numbers • Relationship to child and to parent(s) or guardian • Other identifying information
			Emergency contact information to include: <ul style="list-style-type: none"> • Name and telephone number of person(s) to contact in emergencies when the parent or guardian cannot be reached
			Evidence of age-appropriate immunizations or a signed affidavit rejecting such immunizations
			Primary care physician's or clinic's name and telephone number
			Statement regarding: <ul style="list-style-type: none"> • Known allergies or other physical problems • Mental health disorders or developmental disabilities which would limit the child's participation in the center's program and activities
			Description of any special procedures to be followed in caring for the child, including any special services which the center agrees to provide to a child with special needs.
			*Parental Agreements with Child Care Facility Form
			Signed agreement between the center and the parent to include:

			Description of general services to be provided by the center to the child, including whether the center is providing meals and snacks
			Description of the information that will be required from the parent before the center will dispense any medication and the parents' acknowledgment that they will provide all the necessary information
			Note: Policies must be implemented which require staff to match identifying information provided by the parents to the person picking up the child.
			<p align="center">*Authorization for Medication Form</p> <p>If center will not dispense routine medication write NA on the form. The information on this form must match the information in the parent handbook. Include the following information:</p> <ul style="list-style-type: none"> • Date • Full name of the child • Name of medication • Prescription number, if any • Dosage • Dates medication is to be given • Time of day medication is to be dispensed • Signature of parent • Verification that medication was dispensed according to the parents' authorization, shall include: <ul style="list-style-type: none"> • Date, time, and amount of medicine given • Adverse reactions noted, if applicable • Signature/initials of persons administering the medication
			<p>*Report of Incident Requiring Professional Medical Attention Form</p> <p>This form must include:</p> <ul style="list-style-type: none"> • Child's name • Type of illness or injury • Date of illness or injury • Details of how illness or injury occurred • Names of staff present • Method of notifying parent • Services provided to the child
			<p align="center">*Transportation/Field Trip Forms</p> <p>If transportation is not provided by the center, write NA on the top of this form and submit plan for emergency transportation. Form must include description of all transportation services provided from this list, include plans if none of the services are provided:</p> <ul style="list-style-type: none"> • Routine (school, home pick-up delivery, etc.) • Field trips • Contractual transportation services • Emergency only • Facility owned/leasing vehicle • Staff members' vehicle • Parents' vehicle • None provided (submit plan for emergency transportation, such as personal vehicle, ambulance/911)

			<p style="text-align: center;">*Transportation Agreement Form</p> <p>This form is required if the center will provide routine transportation for the child to or from school, home, or center. It is not required for field trips. The form must specify the following:</p> <ul style="list-style-type: none"> • Routine pick up location • Routine pick up time • Routine delivery location • Routine delivery time • Name of any person authorized to receive the child and the procedure to be followed if the authorized person is not present at the drop-off site to receive the child
			<p style="text-align: center;">*Transportation Record Form</p> <p>This form must include:</p> <ul style="list-style-type: none"> • A checklist for accounting for the loading and unloading of children at any location • The signature of person conducting the check • Facility's checklist including staff signature and date that the vehicle used for regular transportation is: <ul style="list-style-type: none"> • Clean • Free of hazards • In safe repair • Equipped with a recommended dry chemical, type 1a-10bc fire extinguisher, required first aid supplies, and functioning heater.
			<p style="text-align: center;">*Vehicle Emergency Medical Information Form</p> <p>This form must be placed in the vehicle for each child being transported by the center. For each child it must include:</p> <ul style="list-style-type: none"> • List of the child's allergies, special medical needs, and conditions • Current prescribed medications that the child is required to take daily for a chronic condition • Name and phone number of the child's doctor, the local medical facility that the center uses in the area where the center is located • Telephone numbers where the parents can be reached.
			<p style="text-align: center;">*Weekly Transportation Checklist for Accounting of Children Form</p> <p>This form must include this information for each child:</p> <ul style="list-style-type: none"> • Names of child transported • Pick up location • Pick up time • Delivery location • Delivery time • Length of time on the vehicle • Alternate delivery location if parent is not at home • Name of person to receive child • Identification of the center's <ul style="list-style-type: none"> • Name • Driver • Telephone

			<p>*Annual Transportation Vehicle Safety Inspection Certification</p> <p>You must submit a completed inspection form with Application Part B. This form must include verification of a satisfactory annual safety check of:</p> <ul style="list-style-type: none"> • Tires • Headlights • Horn • Tail suspension • Exhaust system • Steering • Windshield and windshield wipers
			<p>*Field Trip Permission Form</p> <p>*If field trips are not provided, write NA on this form. If trips are provided, this form must be completed and include:</p> <ul style="list-style-type: none"> • Name/address of the trip destination • Date of the trip • Time of departure • Estimated arrival time back at the center • Parent's signature and date of approval
			<p>*Transportation Training</p> <p>Child Care Learning Centers that provide any type of transportation shall obtain two (2) clock hours of transportation training, biannually, for the Director and for each staff person responsible for or who participates in the transportation of children. The training shall include, but is not limited to:</p> <ul style="list-style-type: none"> • A review of the transportation rules as stated in 591-1-1-.36 • A review of approved transportation forms and procedures • Instruction on the usage and completion of the forms and procedures
			<p>*Infant Feeding Plan Form</p> <p>This form is required for children under the age of 1 and must include:</p> <ul style="list-style-type: none"> • Amount of formula to be given • Instructions for the introduction of solid foods • Amount of food to be given • Notation of any type(s) of commercial premixed formula that may not be used in an emergency because of food allergies • Parent's signature and date
			<p>*Safety Drill Information Form</p> <p>Center must prepare and provide a copy of a form to be used to document drills for fire, tornado and other emergency situations.</p> <ul style="list-style-type: none"> • Fire drills must be conducted monthly • Tornado and other emergency situation drills must be conducted every six months • Document must show the dates and times of the drills • Document must be kept on file for two years

Policies and Procedures Manuals

This section provides instructions and a checklist for the program's written Policies and Procedures Manual. The Manual will also be the Parent Handbook given to parents during enrollment.

- All information that is included must be specific to your program.
- Please indicate on the checklist the page number (PG) where each item can be found in the Parent Handbook.
- No sample form is available for the Policies and Procedures for Parents section.

Policies and Procedures Manuals Checklist

Policies and Procedures must be written, because they govern the operations of the center. They should match Application Part A for the ages served, and the months, days, and hours of operation. Everything in this checklist table must be also be covered in the policy documents available to parents (i.e., Parent Handbook, Policy Manual). The information must be kept current, be available to parents, and show the page number where it's found in the Policy and Procedures Manual. Please indicate on the checklist the page number (PG) where each item can be found in the Parent Handbook.

Office Use Only	Office Use Only	Office Use Only	Policies and Procedures Required Information
Review Date	Review Date	Review Date	The information listed below must be included in the center's Policies and Procedures
			Ages of children served; should match information on Application A PG: 3
			Months of operation; should match Application A PG: 4
			Days of operation; should match Application A PG: 4
			Hours/time of operation; should match Application A PG: 4
			Days/times center is closed; including holidays PG: 4
			Description of enrollment and admission requirements specifying parents' responsibilities for: <ul style="list-style-type: none"> • Supplying & updating needed information to the center PG: 4 • Escorting the child to and from the center; PG: 7
			Fee and payment schedule that specifies <ul style="list-style-type: none"> • Standard fees • Fees related to absences and vacations • Other charges and fees, such as transportation and late fees; PG: 10
			Description of the facility's transportation and field trip services. <ul style="list-style-type: none"> • If transportation/field trips are not provided, clearly state in the document what forms of transportation will not be provided at the program • If a public school bus picks up and delivers to the facility, state it • If transportation is provided to or from school or home, include the details and procedures to be followed if no one is at drop-off site to receive child • If program offers field trips, tell parents what vehicle their child will ride in such as parent cars or center van PG: 11
			Description of behavior management and discipline actions used by the center. PG: 10
			Description of meals and snacks served, including guidelines for food brought from the child's home; should match Application A and the sample menu PG: 12
			Statement granting permission to the child's parents to access all areas in the facility used by the child. PG: 7
			Summary of child abuse reporting law requirements PG:15
			Nondiscrimination statement PG: 5
			Description of center-sponsored religious/cultural activities, if any PG:16
			Description of facility's safe sleep policy PG:12
			Description of center's diapering procedures, if it is licensed for infant/toddler care; write N/A if not applicable PG: 13

			Description of center's toilet training procedures, if it is licensed for infant/toddler care; write N/A if not applicable PG: 8
			Description of center's feeding procedures, if it is licensed for infant/toddler care; write N/A if not applicable PG: 12
			Description of procedures for handling emergency medical care, including place(s) the children will be taken for emergency medical care PG: 14
			Description of procedures for administering medication and recording noticeable adverse reactions to the medication PG: 14 <ul style="list-style-type: none"> • If the program will not administer routine medication clearly state it
			Description of procedures for how center will notify parents of: <ul style="list-style-type: none"> • Illness PG: 14 <ul style="list-style-type: none"> • Clearly state that a child shall not be accepted nor allowed to remain at the center if the child has an oral temperature that is the equivalent of 101 degrees or higher and another contagious symptom, such as, but not limited to, a rash or diarrhea or a sore throat • Injury PG: 13 <ul style="list-style-type: none"> • Include minor injuries that do not require professional medical attention • Include serious injuries that do require professional medical attention) • Exposure to a notifiable communicable disease, such as chicken pox PG: 13 <ul style="list-style-type: none"> • Explain how and what form of communication center will use to notify parents that their child was exposed <ul style="list-style-type: none"> • Letter • Sign on door • Noticeable adverse reactions to prescribed medication(s) PG:14 • Policy on exclusion of sick children PG: 14 • Protection of children during emergencies PG:14 <ul style="list-style-type: none"> • Stating that "emergency plans have been developed and are posted for parent viewing" is acceptable • Severe weather/tornado PG:17 • Fire PG:17 • Physical plant problems, such as power failure, that affects climate control or causes structural damage PG:18

Staff Policies Handbook

Centers must prepare and provide a complete, organized copy of the Staff Policies Handbook. This section provides descriptions and a checklist of the items that must be included in a center's Staff Handbook.

Additionally, the Handbook can include information about other policies, such as dress code, time-off, and child care rate reductions.

Please indicate on the checklist the page number (PG) where each item can be found in the Staff Handbook.

Staff Policies Handbook Checklist

The following seven (7) policies are specified by the rules and must be included in the Policies and Procedures Manual and the Staff Handbook so that staff members are aware of them. Other information relevant to staff also can be included. Please indicate on the checklist the page number (PG) where each item can be found in the Staff Handbook.

For Office Use Only	For Office Use Only	For Office Use Only	Staff Policies Handbook Checklist
Review Date	Review Date	Review Date	
			<p style="text-align: center;">Hygiene/ Contagious Diseases</p> <p>Staff, or any other persons being supervised by the staff, shall not be allowed in the center that knowingly have, or present symptoms of a fever or diarrhea. PG: 27</p>
			<p style="text-align: center;">Tobacco Use/Smoking</p> <p>Staff, or other persons, shall not smoke or use tobacco within the center premises, on the center playgrounds, or in any vehicle being used to transport children during the hours that the center is in operation. PG: 12</p>
			<p style="text-align: center;">Alcohol/Illegal Drugs/Prohibited Substances</p> <p>Staff, chaperones and students in training shall not be under the influence of or consume alcohol, marijuana, or other controlled substances on the center premises during the hours of operation or any other time or place where there are children present for whom the center staff is responsible. PG: 12</p>
			<p style="text-align: center;">Diapering Area Rules/Hygiene Practices</p> <p>Staff with diaper changing responsibilities shall not be simultaneously assigned to kitchen food preparation duties. PG: 27</p>
			<p style="text-align: center;">Staff Work Schedules</p> <p>Staff shall not regularly be scheduled to perform child care duties for more than twelve (12) hours within any twenty-four (24) hour period. PG: 14</p>
			<p style="text-align: center;">Substitute Staff</p> <p>The center shall provide for substitute staff when regular staff is absent from work. All substitute employees shall be at least eighteen (18) years of age. Substitute caregiver staff shall be informed of these rules and the center's policies for the age group for which they will be providing care. Substitute service staff shall be informed of the center's policies and procedures necessary to ensure the proper performance of their job duties in compliance with these rules. PG: 14</p>
			<p style="text-align: center;">Staff First Aid and CPR Training</p> <p>At least fifty percent (50%) of the caregiver staff shall have current evidence of first aid training and cardiopulmonary resuscitation. There must always be an employee with current evidence of first aid training and CPR on the center premises whenever children are present and on any center-sponsored field trip. PG: 15</p>

Schedules, Lesson Plans, and Menus

This section covers a program's daily schedules, classroom lesson plans, and menus. The content must be specific to the program. There are sample forms for use as templates. Centers must complete the sample forms to reflect the plans for developmentally appropriate activities, schedules, and menus accurately, and submit them for review and approval.

Daily Schedules: Please provide a daily schedule for each classroom in the facility, including a full-day after-school schedule, a half-day after-school schedule, and an infant schedule. The full day after-school schedule must cover the times children attend the program when they are out of school for holidays and during spring/summer breaks.

Outdoor Play Schedules: Please ensure that outdoor play times allow for each classroom to meet the minimum time required by the rules, without overcrowding the playground. Therefore, programs with limited playground space must ensure that outdoor times are staggered so that the playground capacity is not exceeded by having multiple classrooms outside at the same time.

Lesson Plans: Please provide a sample lesson plan for each age group in the program. This will include a full-day after-school lesson plan, a half-day after-school lesson plan, and an infant lesson plan. If there are multiple classrooms with children of the same ages, please submit one lesson plan for that age group—if each room will be doing the same activities.

Menu: Please use the sample meal planner form provided. Complete and submit it with sample menu of foods to be served for one full week. Be sure to meet all required components for each meal and snack. The submitted sample menu must include the meal times that are indicated in the center's Parent Handbook and on Application Part A, such as breakfast, morning snack, lunch, and afternoon snack.

Schedules, Lesson Plans, and Menus Checklists

For Office Use Only	For Office Use Only	For Office Use Only	Schedules, Lesson Plans & Menus Checklist
Review Date	Review Date	Review Date	
			Daily Schedules
			Submit daily schedules for all classrooms and all ages served, beginning when center opens and ending at time center closes. Information must match times listed on Application Part A for opening and closing. They must include:
			<ul style="list-style-type: none"> Age-appropriate activities for all hours of operation, from center opening until closing. Schedules are to include a balance of quiet and active periods, free choice and teacher-directed activities, large and small muscle activities, language experiences, arts and crafts, dramatic play, rhythm and music, and nature and science experiences.
			<ul style="list-style-type: none"> Required amount of outdoor play: <ul style="list-style-type: none"> One-and-a-half hours for one year and older. At least one hour for children under one year. Ensure that groups rotate appropriately so that playgrounds are not over capacity.
			<ul style="list-style-type: none"> At least two hours required between meals and snacks
			<ul style="list-style-type: none"> Part-day/full-day schedules for school age, if applicable. <ul style="list-style-type: none"> Half-day schedule for after-school Full-day schedule for summer or holidays when children are present all day
			Lesson Plans
			Submit samples of completed lesson plans for each age group that:
			<ul style="list-style-type: none"> Represent a daily planned program of varied and developmentally appropriate activities that promote the following areas of development: <ul style="list-style-type: none"> Physical development (fine & large motor) Emotional and social development Language and literacy development Cognitive development
			<ul style="list-style-type: none"> Show that staff members use a variety of teaching methods to accommodate the needs of children with different learning styles and abilities, such as knobbed puzzles, chunky paint brushes, and diverse types of materials to meet various physical abilities.
			Weekly Menus
			Submit menus that include:
			<ul style="list-style-type: none"> Clearly identified, specific food items and drinks, such as apple, orange, or banana—not just “fruit”; vegetable, chicken noodle, or tomato soup—not just “soup.”
			<ul style="list-style-type: none"> Required components and creditable food items, drinks, and quantities described in USDA guidelines. Refer to Applicant Guide and use the meal planner form to meet USDA guidelines, for example meat/protein, bread, milk, and 2 vegetables or 1 fruit and 1 vegetable for lunch.
			<ul style="list-style-type: none"> Morning snack, lunch, afternoon snack, and any other meals or snacks served.

Emergency Plans

This section covers instructions, content, and checklists for a program's Emergency Plans covering these nine (9) required categories:

- Fire
- Tornado/Severe Weather
- Serious Injury/Death
- Loss of Child
- Bomb Threat
- Chemical or Radiation Exposure
- Presence of Dangerous Person
- Relocation Procedures Following Emergencies
- Communication with Families During Emergencies
- Plans for Continuing Operation Following Emergencies

The plans must be written and specific for the program. No sample forms are available.

Write them now, train staff with them, and use them as reference when an emergency happens.

The emergency plans for fire and severe weather must be posted on the parent information board near the entrance to the building. If they are also provided in your Policies and Procedures document, they should be the same.

Please make sure the plans for each area are specific and complete. They should cover the plan from the beginning of the emergency until the end. They should list the responsible parties for each action, for example:

- The Director will pull the fire alarm
- Each lead staff will grab their classroom roster, etc.

Emergency Plans Checklist

Written plans for emergency situations should be detailed and specific to your center. You will write them now, train your staff with them, and use them as a reference when an emergency happens.

These should include step-by-step procedures to include graphics and written procedures for the following:

Office Use Only	Office Use Only	Office Use Only	Emergency Plans Checklist
Review Date	Review Date	Review Date	
			Fire and Building Evacuation
			Tornado/Severe Weather , including protection inside the building
			Physical Plant Problems , including: ___ loss of heating ___ loss of cooling system ___ loss of water ___ loss of electricity ___ structural damage ___ place(s) children may be taken in emergency until parents can be notified, if applicable
			Child Serious Injury or Death
			Loss of Child who wanders away from facility or on field trip
			Bomb Threat
			Chemical or Radiation Exposure
			Dangerous Person
			Relocation Procedures Following Emergencies , including ___ transporting infants and toddlers ___ transporting children with disabilities ___ transporting children with chronic medical conditions
			Communication with Families During Emergencies , including ___ plans to reunite if unable to return to the center
			Plans for Continuing Operation Following Emergencies if unable to return to the center for a period of time

OFFICE USE ONLY: PLEASE DO NOT WRITE BELOW THIS LINE

Operation Plan approval is based on submission of written materials. Final approval will be based on the on-site inspection.

- [] PLAN APPROVED
- [] PLAN APPROVED WITH THE FOLLOWING STIPULATIONS
- [][] PLAN NOT APPROVED: Address all items marked NM or ? Return revised plan & applicable forms with this original checklist and a self-addressed, stamped envelope

COMMENTS: _____

REVIEWED BY: _____	DATE: _____
REVIEWED BY: _____	DATE: _____
REVIEWED BY: _____	DATE: _____

CAST - Christian School

*Developing the Leaders of Tomorrow in a
Christ-Centered Environment*

Parent-Student Handbook Early Learning

721 Morrow Road, Forest Park, GA 30297
www.christocratsacademy.com

Phone Number 404-228-0830
info@christocratsacademy.com

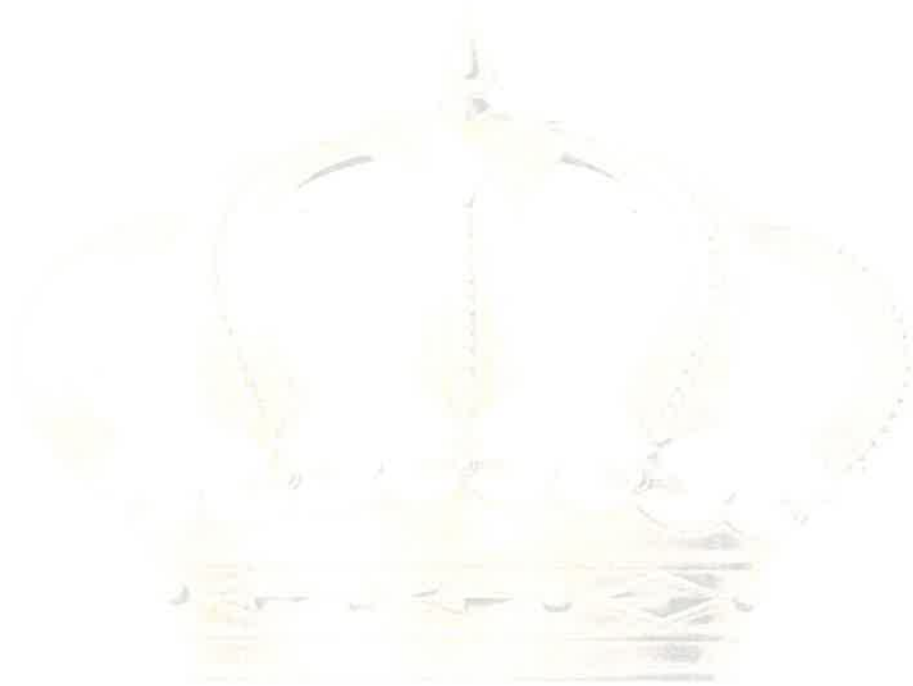


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Dear Parent or Caregiver,

We are delighted that you have decided to enroll your child in our Christ-centered early care and education programs.

Our early child care learning center is a wonderful opportunity for all our children ranging from 6 weeks to 17 years old: it gives them the foundation they need for Kindergarten, advancement through school age programs, and a lifetime of learning. Our highly trained and dedicated teachers and administrators have created safe and structured classrooms with joyful and enriching lessons for our students. Your child will learn important skills, like how to work with other children, ask questions, solve problems, and learn new vocabulary.

In this booklet, you will find important information about what you and your child can expect from our learning center, and how to prepare for a successful school year.

Christocrats Academy of Science & Technology, Inc. has a demonstrated commitment to providing families like yours with affordable, full-day, high-quality education. We hope you are as excited as we are for this year, and we wish you and your child the best as you join our education system.

Sincerely,



Archbishop Joseph A. Alexander, Ph.D., D.D.
Founder, Chancellor, and Chair of the CAST Board of Christian School Education

CAST Contact Information

The CAST Executive Office is the headquarters of the CAST school system. Policies to manage and oversee all campuses comprising the CAST school system are made through this office by the Director of Finance and Administration and the Chief Operating Officer. If you have a concern or question regarding the overall CAST school system, you may direct them to this office.

Christocrats Academy of Science & Technology, Inc. Executive Office Address:

1179 Boston Road, Rear Suite
Bronx, NY 10456
Telephone: 718.328.6072 x 100
Fax: 718.620.2040

Director of Finance and Administration: Minister Rachel Macarthy
Chief Operating Officer: Ms. Sylvia Cleare

Months of Operation: open year around January through December. We are closed per the Clayton County School District calendar.

Days and Hours of Operation: From 6:00 a.m. until 6:00 p.m., Monday through Friday. Before School care 6:00 to 8:30 a.m. After School care 3:30- 6:00 p.m.

Attendance: Students must arrive by 8:30 a.m. or they will not be admitted to class. This is to insure children stay on a daily routine. This is also to ensure that we have enough food prepared for lunch and we have the staff we need to govern the children. If a child has a scheduled doctor's appointment and will need to be late, parents are to inform the director of the appointment ahead of time. Upon returning a written doctor's excuse is required. Pre-K children must arrive by 8:30 a.m.

Dates the academy will be closed: (Please note: Full tuition is still required these weeks.)

- New Year's Day (January)
- Memorial Day (May)
- Independence Day (Fourth of July)
- Labor Day (September)
- Thanksgiving Day and the Day following (November)
- Christmas Eve and Christmas Day (December)

Note: This facility will close on Friday if the holiday falls on Saturday. We will close on Monday if the holiday falls on Sunday. Weekly rates apply year-round including legal holidays and any student absences.

Parents are notified of inclement weather closings via www.remind.com text or voice mail messages.

Admission requirements:

The follow documents are required to enroll students

- Enrollment Form
- Emergency Medical Authorization Form
- Birth Certificate
- Medication Authorization Form (if Applicable)
- Field Trip Permission Form
- Immunization Form or Religious Exemption Form
- Food Allergy Action Plan (if Applicable)

It is the parent and/or legal guardian's responsibility to supply and update information. We must be able to reach parent and/or legal guardians at all times. Georgia Department of Early Care and Learning rules and regulations require an adult to escort and sign child(ren) 5 and younger in and out of this facility. Registration for the school year begins in January of each year for the following August. The Registration Fee must be paid at the time of registration in order to secure a spot for the upcoming fall. After acceptance by the family of enrollment and the payment of the registration fee, the school will hold placement for the child and the policies of this handbook apply to any changes in enrollment status or other situations that may arise from the time of enrollment until the new school year begins.

NON-DISCRIMINATION

This center does not discriminate in the enrollment of children. Children will be admitted to the center regardless of the basis of race, color, creed, age, religion, sex, national origin, handicap, or status as a veteran and in compliance with the Americans with Disabilities Act. The Learning Station is obligated to serving all children regardless of their level of need and will make every reasonable accommodation. In the event your child has a special need that requires extensive support, we must assess our ability to provide quality care to your child. In the event we are not suitable, you will be referred to local community support.

As the parent/guardian, it is critical that you partner with us to provide the best care for your child. It is expected that you will adhere to all center policies and support your child's education. In the event you are unable to partner with us in this regard, we will request that you terminate your services with our center.

Re-Enrollment Procedure

In the spring, we will send you a re-enrollment letter informing you that the re-enrollment period has started and ask you to make a \$100 deposit toward the non-refundable Annual Fee discussed in the Tuition and Fees section below. If you will be re-enrolling your child for the next school year, you should follow the instructions in the letter to complete payment along with completing a new Student Personal Data Form. Full payment of the annual fee is required by July 15th of the upcoming school year. A new Financial Contract and School Meals Application will also need to be completed for the new school year. Questions about this process can be directed to the appropriate school office.

Dress Code

The Standard Uniform

During the academic year from September to June, CAST students are encouraged but not required to wear the standard CAST uniform. Students are not required to wear the standard uniform during summer school.

The standard uniform is described below and can be purchased from any store where school uniforms are sold. Please note that by "Solid" below, we mean that the item of clothing must not contain any designs or patterns. If you cannot afford the standard uniform, you may send your child to school in any clothing appropriate for learning.

GENTLEMEN		LADIES	
Trouser:	Solid navy blue	Jumper: Navy Blue	Solid navy blue with four pleats. Must be at least knee-length.
Sweater:	Solid navy blue with school emblem	Sweater: Navy Blue	Solid navy blue with school emblem
Shirt:	Solid white, button-down shirt (not Polo-Shirt)	Shirt (for Pre-K to Grade 5):	Solid white button-down shirt with Peter Pan collar
Neck Tie:	Solid maroon (no bow tie)	Neck Tie:	Solid maroon crisscross tie
		Stockings	Solid white or solid navy blue only
Shoes for all students: Solid black or solid dark blue dress shoes.			

Students **2 years and younger** are required to wear **light blue t-shirts**.

Arrival

The Early Learning program begins at 8:30 a.m. As a courtesy to parents, CAST offers early drop-off beginning at 6:00 a.m. for an additional fee described in the Tuition and Fees section below. However, you may drop your child off any time after 8:00 a.m. without being charged the early drop-off fee. We nevertheless encourage students to arrive by at least 8:15 a.m. We want to establish good habits in relation to school right from the start, so we ask you to bring your child to school on time. Latecomers miss an important part of the day. They often have difficulty finding a place in an activity that is already in progress and adjusting to the rhythm of the group.

Parents of preschool children and parents whose children's school fees are subsidized by any agency are required to sign their children in and out daily.

Settling In Policy

Parents and caregivers are encouraged to stay with their children for as long as necessary or until the child has settled in. No child will be left in a distressed state. Staff will work with parents to ensure the child feels comfortable, safe, and happy. Parents are permitted to access all areas in the facility used by the child.

Separation and Adjustment Period

Before school begins, you should start leaving your child with a babysitter (or someone other than family members). You might also ask a classmate from CAST over to your house so that your child will have a friend when school begins.

On the first day of school, set the tone for your child's adjustment to a new building, class, friends, and teachers. All children need the understanding and support of their parents/caregivers during this period. You can best help your child in the following ways:

1. It is a natural reaction to have your child cling to you and or cry. Let him/her react to the new situation in his/her own way.
2. Let the teacher take the initiative in directing your child into an activity or a group. Some children need to observe and stand back before joining in.
3. Your child may sense your attitude/anxiety and body language. Many times it is the parent who has a difficult time separating. If you are relaxed, positive, and encouraging, you child will soon be too.
4. When you are ready, say "good-bye" to your child. Don't just leave. We always reassure the children that Mommies and Daddies will always come back to pick them up. Once you leave, please wait in the hall near the office until your child's teacher comes out with a report.

The separation process at CAST is gradual, gentle, and handled on an individual basis.

Clothes

We would like an entire set of extra clothing a pair of underwear, and a box of wipes clearly labeled in a shoebox (also labeled) for emergencies. Because “play is the work of childhood,” please dress your child in washable and comfortable shoes. We encourage children to participate in all activities offered, from finger painting to playing with clay; we try to spend some time outside each day unless it is bitterly cold. No sandals; they cause turned ankles and stubbed toes. Girls will probably be more comfortable wearing pants in the winter. If you have boots for your child, send an extra pair of shoes to be worn indoors. Please label all sweaters, raincoats, winter jackets, etc. as many children have similar clothing. IN GENERAL, ALL CLOTHING SHOULD BE EASY FOR YOUR CHILD TO GET OFF AND ON BY HIMSELF OR HERSELF.

Toilet Training

We will be happy to reinforce any toilet training that you have begun at home. However, please remember that you, as parents are primarily responsible for leading the toilet training process. Personal hygiene (washing hands, wiping bottoms, and flushing toilets) is part of this training. Our accident policy is as follows: if your child is toilet trained, we will help your child change his/her clothes after an accident, assist in cleaning their legs, but we do not wipe genital areas.

Dismissal, Pickup, and Afterschool

Dismissal

The instructional day for CAST Early Learning program ends at 2:50 p.m., and you or an authorized person may pick up your child at this time. Children remain in their home classroom after dismissal until 3:00 p.m.

Pickup (And Signing Out)

At the beginning of the school year, we will require you to submit a Student Personal Data Form for each student you enroll in our school. Among other things, this form will confirm whether your child is permitted to leave the school on his or her own or whether the child must be picked up by authorized pick-up persons. We require each student to have 3 authorized pick-up persons: 1) the person who enrolls the child in the school, 2) the child’s emergency contact, and 3) any 3rd responsible adult. The form will also ask you to submit photos each authorized pick-up person.

If you indicate that a child must be picked up on the Student Personal Data Form, your child will only be released to the authorized pick-up persons who appear on the form.

You may not designate an authorized pick-up person by telephone. Each authorized pick-up person must be 18 years old or older. Since we must release the child into the care of an adult, any person picking up a child must physically enter the school building to pick the child up from a classroom or other waiting area.

Afterschool

Children who have not been picked up by 3:00 p.m. will be escorted to an afterschool class, whether or not they participate in afterschool. Children who are not formally enrolled in afterschool but are in afterschool for the day because of a late pick up will be charged \$10 per hour. **If you fail to sign your child out when you are required to (either because your child participates in our pre-school program or any part of your child's school fees are paid by a government agency), we will charge you the maximum rate of \$30 per day instead of the \$10 per hour late fee.**

The school building closes at 6:30 p.m. It is very important that you or anyone you authorize to pick up your child ALWAYS comes on time. Afterschool ends at 6:00 p.m. Pick up is between 6:00 p.m. and 6:30p.m. Late pick-up (after 6:30 p.m.) will result in a late pick-up fee that is due by the next business day.

Procedure If We Cannot Reach Authorized Pick-up Persons

If we cannot make contact with any authorized pick-up person by 6:30 p.m., then we will call the nearest local police precinct to inform them of the situation and request that your child be escorted by the police to the precinct.

Under no circumstances will CAST employees transport your child to your home, your workplace, the employee's home, or any other location—unless you list the employee as an emergency contact person or authorized pickup person on the Student Personal Data Form.

Attendance Policy

Our attendance policies are based on the principle that regular school attendance maximizes the student interaction with teachers and peers and is a major component of academic success.

CAST only offers full-time enrollment to its students. To be considered a full-time enrollee, a student must be attending classes for the entire school day (from 8:30 to 2:50).

Students are tardy if they arrive to school after 8:30 a.m., and students will have made an early departure if they leave school before 2:50 p.m. Lateness will be monitored daily and where necessary, parent contact will be made to identify ways to help families bring students on time.

Based upon our values, priorities, and evaluation of community needs, we have determined that absences, tardiness, and early departures will be considered excused or unexcused according to standards discussed in our Comprehensive Attendance policy located on the For Parents section of our website, www.christocratsacademy.com.

Tuition and Fees

The following chart describes tuition and fees charged by CAST for CAST

Grade Level	Annual Tuition	Annual Fee	Early Drop-Off Fee	Afterschool	Late Pickup Fee Per Hour	School Trips
6 weeks to 5	\$7,300			\$160 monthly	\$10	
Grades 1- 12			\$160 monthly	\$400 monthly	\$10	

**The Bright from the Start for the child care learning center is fully subsidized by Georgia Department of Early Care and Learning and Department of Education. The program will be offered in 2021-22. Please see the Tuition Sheet for actual tuition rates.*

Disciplinary Procedure

When a child misbehaves or makes a decision that is harmful to self or others, we gently admonish the child about the error and encourage him or her to adopt better behavior.

Moving Up Ceremonies

Each year, CAST hosts a moving up ceremony at the end of the school year to promote students to kindergarten.

Family Engagement Guide for Parents

One of our mission statements is to assist parents in the education of their child.

- 1) Newsletters at the start of each theme- This will include what children will be learning in the new theme and what parents can do at home to enhance what children are doing in school.
- 2) Parents can be used as resource personnel- We will invite parents who are able to share information with children. They will also be invited to read to the class or assist with class projects.
- 3) Communicate with parents- Teachers will make phone calls, text, or send notes to parents to inform them about some positives about their child and also their concerns.
- 4) Parent teacher conferences- Teachers will meet with parents to discuss the children's progress and what they can do at home to support their child's learning.

We have an open-door policy as a way of encouraging open communication with our families and creating a climate in which every aspect of the school is open and helpful to the parents.

Parents/Guardians are welcome to speak freely with administration daily because they are a part of the teaching learning process in the classroom. Additionally, we will always strive to provide materials in the parents first language.

Home Tasks

Home tasks are tasks that the student should complete at home under the supervision of a parent or caregiver. This work at home offers the child many opportunities to develop good study and work habits, and independence in thinking. Children learn to take advantage of opportunities for exploring further resources in their learning experiences. The parent's role is to guide, assist, stimulate and inspire the work of their children.

Partners in the Home Tasks Program

The Teacher:

- Makes the task clear and definite to the students.
- Explains to students how the task will help them.

- Shows students in general how the task may be done.
- Checks the tasks regularly.

The Student:

- Does the task to the best of his/her ability and through his/her own efforts.

The Parent:

- Provides a suitable place for the child to complete tasks.
- Shows an interest in the task that is being done.
- Offers help but only where the child does not have the ability to do the task by himself/herself.

School Trips

At this time, CAST does not offer Field trips. Parents will be responsible for transporting students to and from school.

Schoolway Messaging System

Schoolway is a communication platform that allows CAST to send you short messages about what's happening at our school. Through Schoolway, we can send you information about school emergencies, reminders about events, surveys, etc. It's much faster than making telephone calls, and it eliminates the need for us to send home paper announcements that you may never see because they get lost in your child's bookbag. And best of all, it's FREE for you to use!

You can download the Schoolway app right to your smartphone or visit the CAST Schoolway website at myschoolway.com/CAST if you don't have a smartphone.

Inclement Weather Policy

In the event of inclement weather, CAST will normally follow the closing and delayed opening schedule being implemented by the Clayton County public schools. However, we will always communicate our plan of action with you through Schoolway or www.remind.com.

School Meals

Meals are to be provided by the students parent or caregiver and are to meet the guidelines of the USDA food policy.

Meal Times

7:30am Breakfast
9:30 Morning Snack
11:00am Lunch
3:45 Afternoon Snack

We kindly ask that you not give your child sugared drinks before school. Sugared drinks include Kool-Aid, colored drinks, Arizona, some Capri-suns, or any 5% or 10% juice drinks. Milk and 100% juice are appropriate.

Policy on Food Brought by Parents and Caregivers

- If you would like to host a lunch party for your child's birthday during the school day and serve a special food item, you must coordinate with the school's administration at least 2 months in advance so that we can update our menu, get the ingredients, and prepare the food in our kitchen. You may otherwise still bring store-bought cake, pastries, and candies to distribute to your child's classmates without violating this policy—but do not bring any homemade goods.
- Any cultural events where parents are encouraged to cook a special dish representing their culture will be hosted by the CAST Parent-Teacher Association and will be held on evenings or weekends to allow students to participate in the events with their parents.

Special Dietary Needs

At the beginning of each school year, or at the time of enrollment, **parents are responsible** for communicating any special dietary needs of their child, including food allergies, to the school office.

Infants

It is imperative that infant bottles are pre-made. In addition, names and dates should be on your child's bottles each day. Parents/guardians of infants (not on table food) are responsible for bringing their child's formula or use the center's formula (Enfamil). All infants under 12 months must bring pre-packed baby foods only. Baby cereal is provided by the center. It is my belief that infants should be fed on demand. If parents have another feeding schedule in mind, we will need to discuss, so that the infant's needs will be adequately met.

QUIET / NAP TIME:

All children will have a rest period from 12:00 p.m. to 2:00 p.m. everyday. No child is forced to sleep; however, they must remain quiet. They must remain on their cots during quite time. Please try not to schedule pick-ups or visits during this time to lessen disturbance to resting children. All older children will rest on their cot with individual linens. Nap time is very important for the development of young children. It is a state requirement that all children have a rest time every day.

Changing Diapers

Diapers shall be changed on a diaper changing surface that is used for no purpose other than changing clothes in each room where infants or any other children wearing diapers are served. If diapers are changed on a changing surface, the surface shall be smooth, nonporous, and equipped with a guard or rails to prevent falls. Between each diaper change, the diaper change surface shall be cleaned with disinfectant/bleach water solution and dried with a single use disposable towel/Infants and children shall not be left unattended while being diapered or having their clothes changed on the diapering changing surface. Any items which might harm the child will be kept out the reach of the child. The following items shall be provided at the diapering area: liquid soap, individually dispensed, single-use hand towels, single-use wash cloths, and covered storage container for soiled items. Staff shall wash their hands with liquid soap and warm running water immediately before and after each diaper change they perform. Staff with diaper changing responsibilities shall not be simultaneously assigned to kitchen food preparation duties.

Personal Items

Students should not bring cellular phones, toys, or games to school. If they bring such items, they are responsible for them. CAST will not be responsible for locating any cell phone, toy, or game that is brought to school and is misplaced or stolen.

Some other personal items are easily lost, stolen, and/or broken. School personnel will investigate all such cases; however, CAST is not responsible for replacing or bearing any costs associated with a personal item that is lost, stolen, or broken on school property or during school hours.

Student Illness

Your child's health is very important to us. A medical history of your child as well as a current copy of his/her immunization record showing that standard immunizations have been administered is required. Please be considerate of others and keep your child home if he/she has:

- A stomach virus within the past 24 hours (nausea, vomiting, diarrhea, etc.)
- A fever or has had one during the previous 24 hour period.
- An oral temperature that is the equivalent of 101 degrees
- A cold, heavy nasal discharge, constant cough, or headache.
- Earache or sore throat.
- Swollen or inflamed eyes.
- Skin rash or sores.
- Any symptoms of a possible communicable disease. Any child diagnosed with a contagious disease should be reported to the school in order for a notice to be posted for parents.

We will not allow any child with symptoms of illness in the school without a signed doctor's note. If we notice any unreported rashes, we will immediately call you to pick up your child. If child has been exposed, parents or caregivers will be notified via phone, text, email or letter.

Medical Records

It is mandatory that all students have updated medical records on file on or before October 31st. Students without records on file will not be permitted in school after October 31st.

Minor Injuries

We are constantly mindful of the safety of our students; however from time to time, children experience bruised knees or minor cuts or scrapes which require first aid attention. This care, which includes washing with soap and water, use of band-aids and/or ice packs will be promptly administered by our staff. You will receive a written notification from your child's teacher giving you the details of the minor accident. A copy of this report is also kept in your child's file. Please also take special notice to ensure that your child's nails are cut short and well-groomed to avoid accidents.

Emergencies and Medical Treatment

Our staff are certified in First Aid/CPR protocol. However, if your child experiences a health emergency beyond a minor cut or scrape, we will contact you immediately to seek instructions from you about the course of action you want us to take. If we cannot contact you, we will reach out to the emergency contact person for instructions. If we cannot reach the emergency contact person, we will contact the family physician you listed on the Student Personal Data Form, if any. If we cannot make contact with you, the emergency contact person, or your family physician, we will take the steps necessary in our discretion to secure emergency medical treatment for your child.

Recall that you authorize us to seek emergency medical treatment for your child in Paragraph 4 of the Statement of Agreement on the back of the Student Personal Data Form or emergency contact card that you must sign every academic year. You, not CAST, will be responsible for the costs of this treatment.

Safety

CAST takes safety seriously. Emergency plans have been developed and are posted for parent viewing. Visit the For Parents section of our website for a copy of our detailed Safety Plan.

Administering Medicine

CAST staff are generally prohibited from administering medicine to students.

Students needing occasional medications, such as penicillin, etc. for colds, earaches, and sore throats, are to take these medications at home if possible. Medication that is prescribed three (3) times a day can be given before the student comes to school, after school, and again at bedtime. However, if medication **MUST** be given at school, it must be personally delivered by the parent/caregiver and accompanied by a written authorization from the parent/caregiver that includes the name of the medication and instructions for its administration (time and dosage).

Reporting Child Abuse, Neglect or Deprivation

Child Abuse Reporting Rules went into effect July 1, 2012

House Bill 1176 amended O.C.G.A. 19-7-5 Mandatory Reporting of Child Abuse. O.C.G.A. 19-7-5 is designed for the protection of children whose health and welfare are adversely affected and further threatened by the conduct of those responsible for their care and protection. O.C.G.A. 19-7-5 has been amended as follows:

- *'Child service personnel'* means persons employed by or volunteering at a business or an organization whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children.
- If a person is required to report child abuse pursuant to this subsection because that person attended to a child pursuant to such person's duties as an employee of or volunteer at a hospital, school, social agency, or similar facility, that person shall notify the person in charge of the facility, or the designated delegate thereof, and the person so notified shall report or cause a report to be made...
- *"From an ethical and moral standpoint, volunteers who work with children already have an obligation to report suspected child abuse. (Georgia) House Bill 1176 simply makes this obligation a requirement by law."*
(Source: Sam Olens, Attorney General)

To whom do you report?

The law states:

"An oral report shall be made immediately, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused, by telephone or otherwise and followed by a report in writing, if requested to a child welfare agency providing protective services, as designated by the Department of Human Services, or in the absence of such agency, to an appropriate police authority or district attorney."

FACILITY SPONSORED RELIGIOUS AND CULTURAL ACTIVITIES

Parents will be notified in writing regarding all religious and or cultural activities. Parents must provide written documentation if they decline for their child (ren) to participate in such activities.

Questions, Suggestions & Complaints

Address issues with any school principal with the Director of Finance and Administration. You can contact principals and the Director of Finance and Administration using the CAST Contact Info sheet at the beginning of this handbook.

Address issues with the Director of Finance and Administration to the CAST Board of Christian School Education. You may contact us by mail:

Christocrats Academy of Science & Technology, Inc. 1497 Needham Avenue
ATTN: CAST Board of Christian School Education Dropbox Bronx, NY 10469

Parent Teacher Association

You are our partner! The Parent Teacher Association is a vital part of the CAST family, and we need parents to be ACTIVE members to contribute thoughts, ideas, and resources to build our school and help us walk in excellence. The Parent Teacher Association will work closely with the school administration to develop policies and implement new programs for the benefit of the students. The PTA schedule is set at the beginning of every school year.

EMERGENCY PLANS

Shelter-In Procedures (Tornado/Severe Weather i.e. thunderstorm, ice storm, etc.)

1. An emergency radio with extra batteries is located: In utility closet.
2. If a severe weather watch is issued staff will gather children at the shelter-in place located in their classroom.
3. Lead teachers will take a head count to ensure all children are accounted for. Names of any missing children or missing personnel must be given to the Director.
4. Children will sit with their backs to the wall and heads tucked between knees during a tornado warning.
5. Staff will keep children calm by reading books and singing songs.
6. Ensure the Director or designee has a fully charged, working cell phone. If possible, the Director will contact all parents to let them know of the situation.
7. No children are permitted to leave the Center while a severe weather watch is in effect without the legal parent or guardian.
8. When the threat has passed, staff may continue with the daily schedule.

Lightning

1. If outside, move indoors immediately.
2. Avoid use of telephone, electrical appliances, and plumbing as much as possible. (Please note: Wires and metal pipes can conduct electricity.)
3. Move away from windows. Cover windows with shades or blinds, if available.

Fire

1. If heavy smoke or flames are seen or if the fire alarm is sounded staff will line children up at the nearest exit door.
2. A head count will be conducted of all children.
3. Teachers should search their rooms and close all doors before leaving. Additionally, the Director or designee will search all areas within the Center and ensure all occupants have been safely evacuated.
4. Children will be escorted outside in a single file line.
5. Children will be taken to the designated assembly area located at: the soccer field.
6. Emergency personnel (911) will be contacted by the Director after all persons have been evacuated.
7. At the assembly area, teachers will immediately take a head count of each classroom to ensure that everyone is present and accounted for. Lead teachers shall report the final head count to the Director or designee. Names of any missing children or missing personnel must be given to the Director and emergency official.
8. Ensure the Director or designee has a fully charged, working cell phone to contact parents and/emergency personnel.
9. Parents will be contacted (i.e. phone, email, text) to be made aware of the situation.
10. If the building cannot be reentered then all children will be taken to the designated evacuation area located at the detached church gymnasium address: 721 Morrow Rd., Forest Park, Ga 30297.
11. If necessary, all parents and emergency contacts will be contacted via phone to arrange for pick up.
12. If the program will be closed for an extended time, then DECAL will be notified within 24 hours by the Director or designee in charge.

Structural Damage

1. Staff will line children up at the nearest exit door.
2. A head count will be conducted of all children.
3. Teachers should search their rooms and close all doors before leaving. Additionally, the Director or designee will search all areas within the Center and ensure all occupants have been safely evacuated.
4. Children will be escorted outside in a single file line.
5. Children will be taken to the designated assembly area located at: Soccer Field.
6. Emergency personnel (911) will be contacted by the Director after all persons have been evacuated.
7. At the assembly area, teachers will immediately take a head count of each classroom to ensure that everyone is present and accounted for. Lead teachers shall report the final head count to the Director or designee. Names of any missing children or missing personnel must be given to the Director and emergency official.
8. Parents will be contacted (i.e. phone, email, text) to be made aware of the situation.
9. Building will only be reentered if emergency personnel gives the "All Clear".
10. If the building cannot be reentered then all children will be taken to the designated evacuation relocation site at the detached church gymnasium address:721 Morrow Rd., Forest Park, GA 30297.
11. Medical supplies including children's medication and emergency contact information should be taken when facility relocates.
12. If necessary, all parents and emergency contacts will be contacted via phone to arrange for pick up.
13. DECAL will be notified within 24 hours by the Director or designated person in charge.

Loss of Water

1. Bottled water will be provided to wash hands, flush toilets, and for drinking
2. A supply of bottled water is kept: In storage closet.
3. The Director or designated person in charge will contact Clayton County Water Authority for assistance if applicable. The phone number is: 770-960-5200.
4. Parents will be contacted (i.e. phone, email, text) to be made aware of the situation.
5. If the water will not be restored within 1 hour then all parents and emergency contacts, if necessary, will be contacted via phone to arrange for pick up.
6. The program will remain closed until water is restored.

Loss of Electricity

1. Flashlights are kept in an emergency kit in each classroom and in utility closets for emergency use.
2. Curtains and blinds will be opened to provide light.
3. The Director or designated person in charge will contact Georgia Power for assistance. Number: 1-888-891-0938.
4. If the Center also loses the cooling system, then see emergency plan below.
5. Parents will be contacted (i.e., phone, email, text) to be made aware of the situation.
6. The Director will decide if the Center can operate safely. If necessary, all parents and emergency contacts will be contacted via phone to arrange for pick up.
7. If the program will be closed for an extended time, then DECAL will be notified within 24 hours by the Director or designated person in charge.

Loss of Heat

- 1.Children will be made comfortable by putting on coats and outer garments.
- 2.The Director or designated person in charge will contact a HVAC company for assistance.
- 3.Parents will be contacted (i.e., phone, email, text) to be made aware of the situation
- 4.If the temperature of the building drops to 65 degrees Fahrenheit or lower the program will then close. All parents and emergency contacts, if necessary, will be contacted via phone to arrange pick up.

Loss of Cooling System

- 1.Children will be made comfortable by removing excess clothing and opening windows.
 - 2.The Director or designated person in charge will contact a HVAC company for assistance.
 - 3.Parents will be contacted (i.e., phone, email, text) to be made aware of the situation.
 - 4.If the temperature of the building rises to 85 degrees Fahrenheit or higher the program will then close. All parents and emergency contacts, if necessary, will be contacted via phone to arrange pick up.
- * If the program will be closed for an extended amount of time due to the loss of any above utilities DECAL will be notified.

Christocrats Academy of Science & Technology

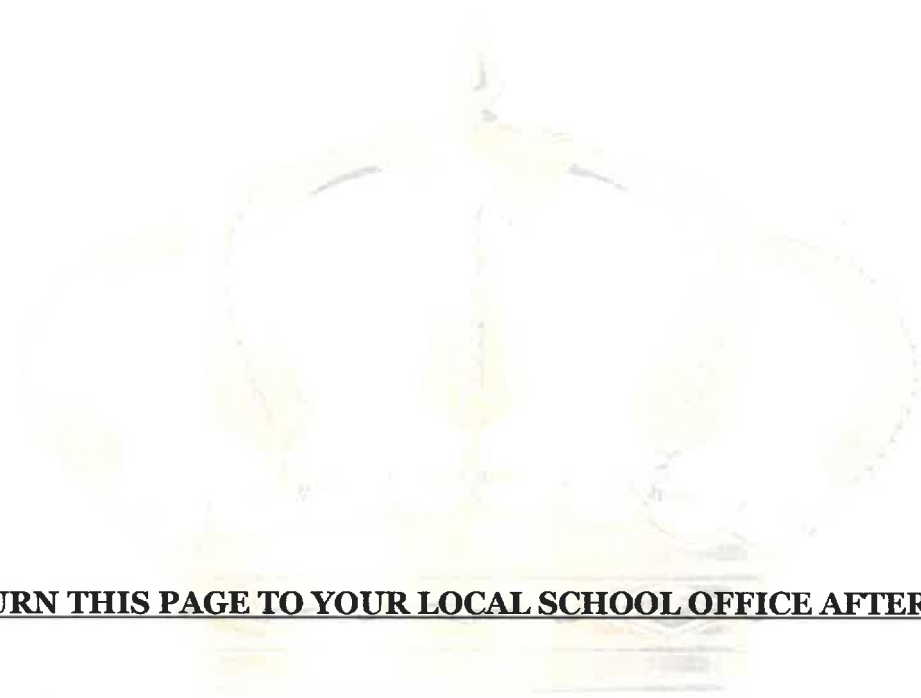
Developing the Leaders of Tomorrow in a Christ-Centered Environment

Parent-Student Handbook Signature Page

I _____ have received the 2021 edition of the Christocrats Academy of Science & Technology, Inc. Parent Handbook for 6 weeks to Age 17. I understand the policies described in the Handbook and agree that these policies will govern the relationship between CAST and my family. my and my child's relationship with CAST.

Parent Signature

Date



PLEASE RETURN THIS PAGE TO YOUR LOCAL SCHOOL OFFICE AFTER IT HAS BEEN SIGNED.

CAST- Christian School
Developing the Leaders of Tomorrow in a Christ-Centered Environment

EMPLOYEE HANDBOOK



Effective March 2021

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WELCOME TO CAST- Christian School

We are excited to have you as part of our team. You were hired because we believe you can contribute to the success of our organization and share our commitment to achieving our goals as described in our mission statement.

Christocrats Academy of Science & Technology *Mission Statement*

*Educating students of all races and ethnic backgrounds for God's Kingdom and service to the humanity. Helping parents fulfill their obligation of raising their children in the fear and admonition of the Lord. Assisting each student in reaching his or her God-given potential in the best possible time.
Creating a Christ-centered environment for each student's growth and development according to God's plan.
Preparing students to make the choices of life according to the truth as revealed by the Word of God.*

The primary goal of Christocrats Academy of Science & Technology ("CAST" or the "School") is to live our mission statement and continue to be a leader in Christian School Education. We achieve this through dedicated hard work and commitment from every employee. Our hope is for all employees to succeed in their jobs and to be part of achieving our goals.

This employee handbook contains our key policies, goals, benefits, and expectations as well as other information you will need. You should use this handbook as a ready reference as you pursue your career with CAST.

We at CAST extend our warmest welcome to you. We pledge our prayer, support, and help as you minister to the spiritual, mental, and emotional needs of our students.

Sincerely,



Archbishop Joseph A. Alexander, Ph.D., D.D.
Founder, Chancellor, and Chair of the CAST Board of Christian School Education

INTRODUCTION

CAST is a school where students of all backgrounds can learn, grow, and develop in a Christian environment with a commitment to excellence. The faculty, with support from Church leadership, provides meaningful opportunities to encourage all students to excel and reach their God-given potential. We recognize that each student is gifted by God, and the goal of true education must be to help all students develop their gifts for God's glory and the benefit of humanity. Also, of utmost importance, leaders in the field of education must set appropriate examples for students who are looking for role models to follow. We commit to encourage and train each student to make life choices based on the unchanging values of the Christian faith.

Philosophy

It is the conviction of the CAST Board of Christian School Education that children should be brought up in the way they should go so that when they are mature they will not depart from it. Consequently, CAST is an integral part of New Covenant Christian Church, aimed at providing an alternative educational institution devoid of the problems that exist in the public school system.

We believe:

- That there is no true education without the Word of God and that the Word of God is the foundation of all learning.
- That morality and basic ethics principles should be a part of the educational process.
- That all school staff should set an example for students because children naturally imitate adults as their leaders or mentors.
- That communication with God in the form of prayer in school is an essential part of the growth and development of our students.

Statement of Faith

CAST stands for Bible Redemption and is built upon the sure foundation of the Lord Jesus Christ, His essential deity, His supernatural birth, His atoning sacrifice for all who have sinned, His resurrection for our justification, and His ascension to the right hand of God within the veil, where He continues His powerful ministry in the presence of God as our advocate. We believe the second coming of Christ to be personal, literal, and imminent. Amen.

We believe the Bible is the infallible Word of God, containing the true revelation of the Holy Trinity and of man's fall, guilt, and final doom unless he repents and receives the Lord Jesus Christ. It is sufficient for every human need. We receive it, believe it, teach it, and aim to live it.

We believe the Church is a composite body of believers called out of the world, saved, kept, and sanctified for the Master's use, to be His witnesses and light bearers to all the world.

We believe that there is no other way of salvation except by believing in and receiving the Lord Jesus Christ, whereby we become sons of God; that all who do not so receive Christ and who continue in sinful unbelief are hopelessly lost.

We believe and teach that every Christian believer should receive and be filled with the Holy Spirit, the Comforter, who reveals Christ, convicts of sin, regenerates the sinner, and empowers the believer for victorious living and effective service.

We believe in the nine (9) gifts of the Holy Spirit to the believer; that it is the Holy Spirit that gives these gifts, as He, the Holy Spirit sees the need; that the gifts are given to believers to benefit them as members of the body of Christ and to benefit the church for the glory of God. (1 Corinthians 12: 7, 11).

We believe that the gift of unknown tongues must be interpreted through the Holy Spirit when spoken in public, in the assembly of believers, in the church, so that the body of Christ might be edified (1 Corinthians 14: 2-11). When spoken in private and personal prayer, this is to the edification of the individual believer. Therefore, it is between the believer and the Lord.

Purpose of Handbook

There are several things that are important to keep in mind about this handbook.

First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your immediate supervisor. Neither this handbook nor any other CAST document confers any contractual right, either express or implied, to remain employed by the School. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by CAST. Similarly, you may resign for any reason at any time. No supervisor or other representative of CAST (except the Chancellor) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

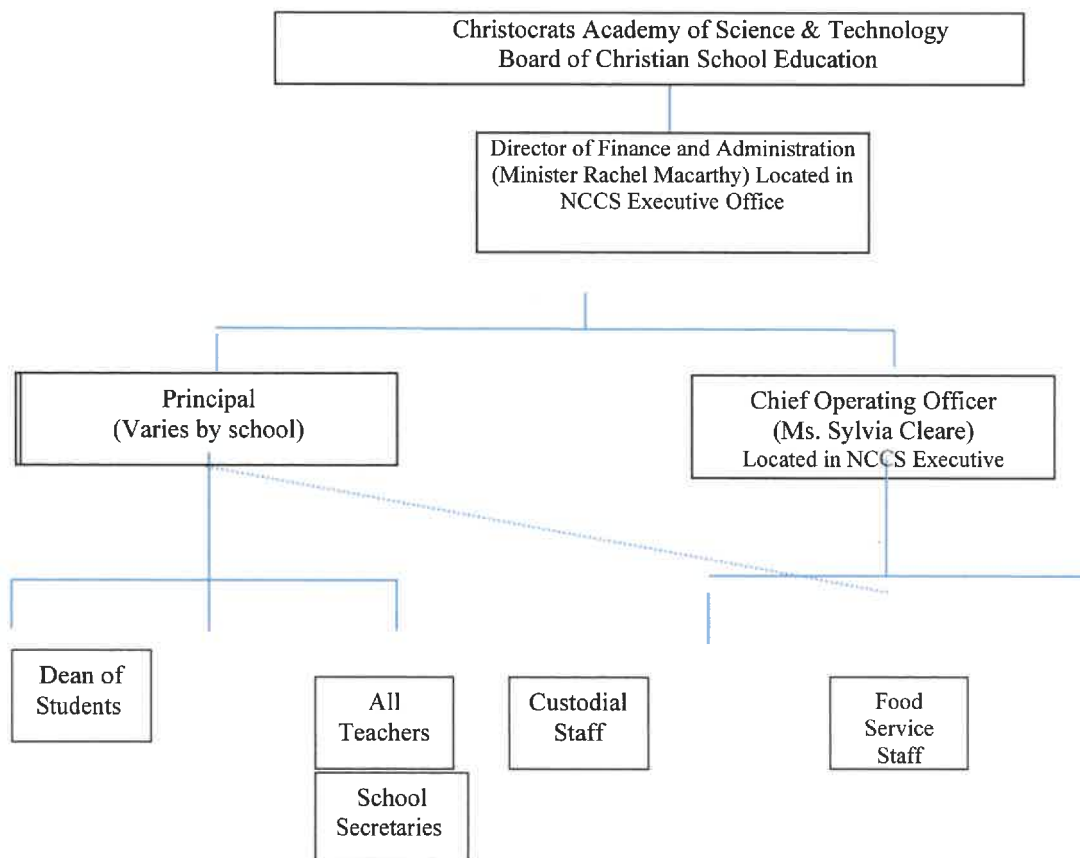
Second, the procedures, practices, policies, and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

Third, this handbook and the information in it should be treated as secret and confidential. No portion of this handbook should be disclosed to others, except CAST employees and others affiliated with CAST whose knowledge of the information is required in the normal course of business.

Finally, some of the subjects described here are covered in detail in official policy documents. You should refer to these documents for specific information, since this handbook only briefly summarizes those benefits. Please note that the terms of the written insurance policies are controlling.

CAST ADMINISTRATIVE STRUCTURE

The goal of the CAST administration is to facilitate the educational process for children and to support and foster a wholesome work environment for staff members. The following organizational chart and role descriptions are provided by way of general information only. In all instances, employees should consult their individual job descriptions for an in-depth explanation of the scope of their duties.



Director of Finance and Administration

The Director of Finance and Administration has oversight over all financial and administrative matters concerning the School, including matters pertaining to payroll and human resources.

Chief Operating Officer

The Chief Operating Officer implements the directives of the Director of Finance and Administration and provides direct oversight of the school secretaries and food service staff.

Principal

The Principal is responsible for the well-being of the CAST faculty and staff as well as the growth of the School's brand. This position includes oversight of the faculty growth, coordination of the orientation and mentoring of new teachers, and the development of academic programs in the School. He/she is responsible for the administration of

the School and for the direction of all of the School's programs. In the event of the Principal's temporary absence, the Dean of Students or Chief Operating Officer may be called upon to assume the Principal's responsibilities for the duration of the absence.

The Dean of Students

The Dean of Students provides on-site spiritual, emotional, and disciplinary support.

School Secretaries

School Secretaries are responsible for collecting tuition payments, maintaining student records, and responding to questions from parents and others who inquire about CAST. As shown in the diagram above, school secretaries report primarily to the Chief Operating Officer, although each building Principal may provide oversight of their work and give them directives from time to time as the supervising authority present on site.

Head Teachers

The Head Teachers implement the School's curriculum. They are primarily responsible for communication with their students' families and for all assessments and school reports. They are responsible for reporting their students' progress to their colleagues and administration. Head teachers are responsible for the day-to-day mentoring of the assistant teacher(s) in their classes.

Assistant Teachers

Assistant Teachers are responsible for classroom maintenance during school hours. Under the guidance of their head teacher, they work with small groups of children. They assist with class prep work and the daily classroom set-up.

Custodial Staff

The Custodial Staff ensure that the School's premises are clean and safe to facilitate a positive learning and working environment.

Food Service Staff

The Food Service Staff prepare meals (breakfast, lunch, and snack, as applicable) for students. As shown in the diagram above, food service staff report primarily to the Chief Operating Officer, although each building Principal may provide oversight of their work and give them directives from time to time as the supervising authority present on site.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

CAST is committed to a policy of equal treatment and opportunity in every aspect of its relations with its employees. Equal employment opportunity is provided to all employees and applicants for employment without regard to race, age, gender, color, ethnicity, national origin, alienage or citizenship status, unemployment status, marital status, pregnancy, childbirth, or disability.

This policy applies to all terms and conditions of employment, including, but not limited to, recruitment and hiring, compensation, placement, promotion, benefits, and termination. An employee who requires an accommodation for a particular issue—such as for physical and mental health conditions or for pregnancy, childbirth, and related medical issues—should seek approval from his or her immediate supervisor for the accommodation.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans With Disabilities Act, employees with disabilities will be provided with reasonable accommodations. Employees requiring such accommodations must advise their immediate supervisor as soon as possible and provide medical records requested to make determinations about their ability to carry out their essential job responsibilities. CAST will maintain the confidentiality of medical information and records of employees with disabilities in accordance with applicable laws and regulations.

ANTI-HARASSMENT POLICY

CAST endeavors to maintain a cooperative and professional environment that values mutual respect for all employees. For this reason, inappropriate behavior and unlawful harassment on the basis of race, age, gender, color, ethnicity, national origin, alienage or citizenship status, unemployment status, marital status, pregnancy, childbirth, or disability will not be condoned.

Prohibited harassment is any unwelcome conduct that is subjectively offensive and would be objectively offensive to a reasonable person in the position of the object of the conduct.

Some examples of what may constitute sexual harassment are: threatening to take or taking employment actions, such as discharge, demotion, or reassignment, if sexual favors are not granted; demands for sexual favors in exchange for favorable or preferential treatment; unwelcome and repeated flirtations, propositions, or advances; unwelcome physical contact; whistling; leering; improper gestures; tricks; horseplay; use of stereotypes; offensive, insulting, derogatory, or degrading remarks; unwelcome comments about appearance; sexual jokes or use of sexually explicit or offensive language; gender- or sex-based pranks; and the display in the workplace of sexually suggestive objects or pictures. The above list of examples is not intended to be all-inclusive.

Discriminatory harassment, including sexual harassment, will not be tolerated by CAST. This policy applies to all harassment occurring in the work environment, whether on or off CAST's premises, and applies regardless of the gender of the individuals involved. This policy covers all employees of CAST, including applicants for employment and third parties over whom CAST has control.

An employee who believes that he/she has been subject to discrimination or harassment should report the conduct to his/her immediate supervisor; or in the event the supervisor is the offending party or is unresponsive, the report should be made to the Director of Finance and Administration; or if concerning the Director of Finance and Administration, the report should be made to the Board of Christian School Education in accordance with the "Complaint Procedure" section below. Upon receipt of a complaint, CAST will conduct a prompt investigation and take such appropriate action as may be warranted. All such complaints will be treated as confidential to the greatest extent possible consistent with effective investigation and remediation.

An employee who is aware directly or indirectly that discrimination or harassment is occurring or has occurred against another employee is obligated to report such discrimination or harassment to his or her immediate supervisor, or if concerning the immediate supervisor, to the Director of Finance and Administration; or if concerning the Director of Finance and Administration, the report should be made to the Board of Christian School Education in accordance with the "Complaint Procedure" section outlined below.

CAST employees and applicants for employment are protected from coercion, intimidation, interference, retaliation, or discrimination for filing a complaint or assisting in an investigation under this policy. Any employee who

believes that he/she has been subjected to any acts of retaliation should immediately report such conduct to his or her immediate supervisor, or if concerning the immediate supervisor, to the Director of Finance and Administration; or if concerning the Director of Finance and Administration, the report should be made to the Board of Christian School Education in accordance with the "Complaint Procedure" section outlined below.

Employees with questions or concerns related to equal employment should feel free to contact the Director of Finance and Administration. All such communication, to the extent possible, will be kept confidential.

COMPLAINT PROCEDURE

CAST employees are encouraged to bring their complaints in writing to their immediate supervisor by email; or if concerning their immediate supervisor, to the Director of Finance and Administration by email. The email addresses for each Principal, the Chief Operating Officer, and the Director of Finance and Administration can be found on the staff directory of the School's website. A complaint against any employee should be made in writing to the Board of Christian School Education and submitted via mail addressed to: Archbishop Dr. Joseph A. Alexander, President 721 Morrow Rd, Forest Park, GA 30297.

CAST will give careful consideration to each of these in a continuing effort to improve relations with employees. Employees may be sure that their complaints will be handled in a fair and thorough manner.

ANTI-NEPOTISM POLICY

No person may hold a job or position at CAST over which a member of his or her immediate family exercises any direct supervisory or managerial authority, unless such job or position is voluntary and unpaid. No person may make a decision to hire any member of his or her immediate family. For purposes of this anti-nepotism policy, immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse.

VIOLENCE IN THE WORKPLACE

CAST strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the Principal and/or the Director of Finance and Administration. All complaints will be fully investigated, and CAST will promptly respond to any incident or suggestion of violence.

POLICY CONCERNING SMOKING, ALCOHOL, AND DRUG USE

In accordance with Georgia Division of Family and Children Services, Georgia Department of Early Care and Learning Rules and Regulations, and Georgia Department of Education laws, CAST has adopted a policy that prohibits smoking of any kind on all parts of its property.

Furthermore, the manufacture, distribution, dispensing, possession, sale, purchase, or use of a controlled substance on all parts of CAST property is prohibited. For the purpose of this policy, "controlled substance" includes alcohol and all drugs. Being under the influence of a controlled substance, except those drugs which are prescribed by a

licensed healthcare professional or sold legally over-the-counter, during working hours and on any part of CAST property is prohibited. CAST employees are prohibited from making controlled substances of any kind (including prescribed or over-the-counter medication) available to CAST students, whether on or off CAST property.

EMPLOYMENT ELIGIBILITY

In order to be eligible for employment with CAST, prospective employees must provide the following along with an application for employment:

- Proof of identity and employment authorization in accordance with applicable laws; Proof of fingerprinting by the Department of Investigation;
- A satisfactory Criminal Background Check;
- Official copies of their educational records (official transcripts, diploma, State teaching licenses, etc.); and A health form listing the individual's complete immunization history, results of a TB test, and the date of the most recent Tetanus shot.

Before a permanent offer of employment is made to any employees who will have contact with children, CAST will conduct a thorough background check that includes contacting references, searching criminal records, and completing a review through the Georgia Sex Offender Registry. CAST may make conditional offers of employment to new employees before the background check process is completed, subject to the findings of the background check.

EMPLOYEE CATEGORIES

As used in this Handbook, employees are those who perform compensated work for CAST in any capacity other than as independent contractors. Each employee's job description will clarify the category into which the respective position falls under this rubric.

Full-Time Employees

Full-time employees are those who work at least 35 hours a week. Full-time employees are further classified as exempt or non-exempt employees under the Fair Labor Standards Act of 1938 ("FLSA"). FLSA requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at one and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

Exempt employees are those in certain administrative, executive, professional, and computer positions who are paid on a salaried basis and who are exempt from the provisions of FLSA. Under FLSA, as applied to CAST' staffing structure, exempt employees include head and assistant teachers (professionals) and principals and deans of students (administrators). Exempt employees are not eligible for overtime compensation regardless of hours worked. However, exempt employees as salaried employees are entitled to their full compensation for the week if they perform any work in the week, subject to the employer's policies on paid leave. For instance, a salaried employee who did not report to work on a day when she was otherwise required to report to work would receive her full compensation for the week, but CAST would charge that day against her paid leave. Similarly, CAST would reduce by 20% (the equivalent of 1/5) the weekly compensation of a salaried employee who, after already having exhausted all of her paid leave, did not report to work one day out of a 5-day workweek when she was required to report to work each of the 5 days comprising that workweek.

Non-exempt employees are those whose employment is subject to FLSA. Non-exempt employees are paid an hourly rate consistent with the minimum wage requirements of federal and state law. Hourly workers who work more than 40 hours in any workweek are paid overtime compensation at the rate of one and one-half times their regular hourly rate. Hourly workers (including secretaries, food service staff, and custodial staff) are prohibited from working overtime without the prior express written approval of the Director of Finance and Administration.

Part-Time Employees

Part-time employees are classified as exempt or non-exempt and work a regular schedule of 20 to 35 hours per week. It is not a common practice of CAST to employ persons on a part-time basis.

Temporary Employees

A temporary employee is hired for a specified project or time frame and works an irregular schedule of less than 20 hours per week. A temporary employee in a non-exempt position is paid by the hour while a temporary employee in an exempt position is paid according to the terms of hire for that individual. Temporary employees do not receive any additional compensation or benefits provided by CAST. It is not a common practice of CAST to employ persons on a temporary basis.

PERSONNEL RECORDS

To keep necessary CAST records up-to-date, it is extremely important that you notify the Director of Finance and Administration of any changes in:

- Name; Marital status;
- Mailing address; E-mail address;
- Telephone number;
- Number of eligible dependents; W-4 deductions; and
- Person to contact in case of emergency.

MEDICAL EXAMINATION

All employees are required to file with the School a report of a complete physical examination provided by a medical doctor at the time of initial employment and every two years thereafter. Medical Statement (form DSS-2901) and Health Assessment (form DSS-2926) listing the employee's complete immunization history, results of a tuberculosis test, and the date of the most recent Tetanus shot must be submitted to the CAST Executive Office at the time of initial employment.

SPECIAL NOTE REGARDING COMMENCEMENT OF THE FALL SEMEMSTER

For the avoidance of doubt, the fall semester for CAST employees begins the last week of August—the week before the school opens to receive students each year in September. This is a week of professional development and planning, and all CAST employees are required to report to work Monday through Friday of this week in preparation for the upcoming school year. Following this week of preparation, employees return to work the Wednesday after Labor Day when the school opens for students.

PROFESSIONAL DEVELOPMENT DAYS

During the School year, CAST hosts several professional development days as indicated on the School calendar. Participation in professional development is mandatory for every School employee, and on a professional development day each School employee should report to work as they normally would—despite the fact that the School is closed to students.

CAST employees are required to complete Georgia Department of Social Services approved training as follows:
15 hours of health and safety
First aid/CPR

WORKWEEK

Because of the nature of education, work schedules may vary depending on the position. However, the standard workweek is at least 35 hours for each CAST employee. CAST is open from 7:00am to 6:00pm, Monday through Friday. Employees with questions regarding their work hours should consult their job descriptions and with their immediate supervisors. All employees must notify their immediate supervisor if they must leave the building during the school day.

In addition, teaching staff are expected to be available for parent-teacher conferences, Christmas programs, Easter programs, and other events which occur outside of normal working hours as may be determined by the Principal or the CAST Executive Office. Hourly workers are strongly encouraged, but not required, to attend Christmas programs, Easter programs, parent-teacher conferences, and other after-work CAST events as they promote unity and cohesiveness among the CAST staff. However; since their attendance is voluntary, hourly workers will not be compensated for participation in these events.

ATTENDANCE AND PUNCTUALITY

All CAST employees are expected to begin work promptly at the start time for their respective positions. When possible, appointments should be scheduled outside of working hours. In the rare event that you are late, you should notify your immediate supervisor in advance as much as possible. If you will be absent, you must notify your immediate supervisor at least 24 hours before the absence.

All notifications of absence or lateness must be directly between you and your supervisor. Do not ask friends or relatives to call on your behalf, and do not leave messages with co-workers. If your supervisor is not available, you must give the information to someone in the respective school office or the CAST Executive Office.

TIME RECORDS

The attendance of all employees is recorded daily and submitted to the Director of Finance and Administration. Attendance records are CAST records, and care must be exercised in recording the hours worked and leave taken.

All employees must record the time they arrived and departed each day on through the timekeeping system used by CAST. Each employee is responsible only for his/her own recordkeeping. Employees are not to clock in or out for other employees.

Employees should begin work immediately after clocking or signing in. Failure to do so is considered falsification of timekeeping records.

Lunchtime is 30 minutes unless otherwise approved by the employee's immediate supervisor. The lunch break for hourly workers is not compensated time, so hourly employees are required to clock in and out for their lunch breaks.

If you forget to clock in or out, you must notify your immediate supervisor so the time may be accurately recorded

for payroll.

LATE PICK-UP POLICY

The School day at CAST ends at 2:30 p.m., when classes are dismissed. Teachers should remain on the premises with their classes until 3:00 p.m. when their workday ends.

Children who have not been picked up by 3:00 pm should be escorted by their teachers to an afterschool class, whether or not they participate in after school. After school teachers should report the names of any children who do not participate in afterschool but have been brought to their classes to the School secretary. The School secretary should contact the parents/guardians of these children to remind them that pick-up is at 3:00 p.m. and that they will be subject to a fee for late pick-up. The School secretary should also find out what time the parent(s) intend to pick up their child(ren) and remind them that the School building closes at 6:00 p.m.

At 6:00 p.m., the School is closed to all students. Any children who have not been picked up by this time will be taken to the School office, and the School secretary will escort these children to the nearest local police precinct. Regardless of any previous arrangements or prior understandings, the nearest local precinct is the **only** place where children should be taken after 6:00 p.m. if they have not been picked up. Under no circumstances should students be taken to any person's home by CAST staff or remain on CAST premises after 6:00 p.m. when afterschool has concluded.

APPEARANCE AND CONDUCT

CAST expects employees to maintain a neat, well-groomed appearance at all times. Employees should avoid extremes in dress.

The orderly and efficient operations of CAST require that employees maintain proper standards of conduct at all times. Employees must maintain proper standards of conduct toward their work, their co-workers, or CAST' students and their parents or guardians.

PERFORMANCE REVIEW

CAST will annually measure each employee's job performance against the duties listed in the job description provided at the outset of employment relationship or, if applicable, any subsequent job description furnished to the employee during the course of the employment. After every evaluation, job objectives will be reassessed and reviewed, or rewritten if needed. In either case, the immediate supervisor will review and discuss the objectives with each employee. Employees will be asked to sign a statement indicating their agreement with and understanding of the objectives.

Wage increases may be based upon the annual review, as well as past performance improvement, dependability, attitude, cooperation, disciplinary actions, and adherence to all employment policies. But in no event is a wage increase guaranteed to any employee by virtue of the result of the annual performance review. Wage increases are subject to funds availability.

All other performance reviews apart from the annual review are unannounced and can occur at least twice a year.

PAYROLL

CAST employees are paid semi-monthly (2 times per month). Paychecks are distributed on the 15th and 30th days of each month. If the normal payday falls on a weekend or an CAST-recognized holiday, paychecks will be distributed on the workday immediately following the scheduled payday.

CAST operates on a July 1 to June 30 fiscal year. Salary and leave calculations (with the exception of Sick Leave) must be made on the basis of this fiscal year, not the calendar year.

Except for extreme emergencies in the sole discretion of CAST, no salary advances will be made.

Teaching Staff

Pre-Kindergarten 3

Due to the nature of providing early childhood services, K3 teaching staff are required to work 12 months. Such staff will receive their full yearly salary over the course of 12 months, the equivalent of 24 pay periods.

Pre-Kindergarten 4 through Grade 12

K4 -12 teaching staff are required to work 10 months, from September to June. Such staff will receive their full yearly salary over the course of 12 months, the equivalent of 24 pay periods. Teachers who elect to work for the summer, who must notify the Principal of their intent to do so before May 1, will be compensated based on the summer rate set by the CAST Executive Office.

Teachers who receive compensation during the summer months as part of their annual salary but do not return in the fall will be required to return the compensation in full to the School no later than September 15th of that year, as reflected in a brief agreement each teacher will sign before funds are released. For the avoidance of doubt, this agreement is not an employment agreement and confers no special rights to any teacher to remain in the employ of the School. The agreement is for the sole purpose of ensuring that any monies owed to the School will be paid per the terms of the agreement, under penalty of law.

Non-Teaching Staff

Non-teaching staff will receive their full yearly salary over the course of 12 months, the equivalent of 24 pay periods. Non-teaching staff are required to work 12 months.

Direct Deposits

Employees with accounts at New Covenant Dominion Federal Credit Union may elect to have their checks directly deposited into their credit union accounts.

Each payday, employees who choose to participate in the direct deposit program will still receive a pay stub for their records - much like a voided check with all the same information which would appear on a regular check. Direct deposit will be initiated one pay period following the receipt of the signed authorization form from the employee.

Payroll Deductions

As required by law, CAST will deduct social security, Medicare, and income taxes from each employee's compensation each pay period.

Apart from the legally required deductions, CAST may make deductions expressly authorized in writing by

employees for the following purposes:

- repayment of a salary advance or salary overpayment; insurance premiums and prepaid legal plans;
- health benefits;
- contributions to a bona fide charitable organization; United States bonds;
- tuition, room, board, and fees for pre-school, nursery, primary, secondary, and/or post-secondary educational institutions;
- day care, before-school and after-school care expenses;
- loan payments to New Covenant Dominion Federal Credit Union or other financial institutions once the employee presents a notarized document evidencing the debt and the amount and frequency of payments; and
- similar payments for the benefit of the employee.

In addition, CAST may make deductions for wage garnishments and levies for child support and taxes, which do not have to be pre-authorized by the employee as long as they are made in accordance with the statutes and regulations authorizing them.

Tuition Discounts

Children who are related to CAST employees by blood or marriage are eligible for discounts on tuition. The base rate of the discount is forty (40) percent, and this rate increases by two (2) percent for every year of service the employee renders to the School until the discount reaches the cap of sixty (60) percent. Once the sixty (60) percent cap is reached, the discount continues at that rate for as long as the employee remains employed by the School. CAST reserves the right to vary from this policy on a case-by-case basis in its sole discretion.

The employee tuition discount cannot be combined with any other offer for reduced tuition. Existing arrangements for employee tuition discounts will continue to be honored, until and unless otherwise communicated to the employee by the School.

Ordained members of New Covenant Christian Church may be eligible for full-tuition scholarships for their children, in the sole discretion of New Covenant Christian Church.

New Hires

Any employee who is hired and begins work during the fiscal year (any time after July 1) will be compensated as follows:

For the first fiscal year, they will be paid at a rate of their annual compensation (calculated by dividing the total salary by 24 pay periods) until the end of the fiscal year. Thus, the employee would not receive the total amount of the annual salary since the annual salary can only be earned once an employee completes his or her work requirements over the course of a full fiscal year.

*For example, an employee begins working for the school on November 1st with an annual compensation of \$25,000. To calculate the employee's compensation for the first fiscal year, divide \$25,000 by 24. The resulting number is \$1041.67, representing the employee's gross earnings each pay period. As a result, for the 16 pay periods between November 15 and June 30, the employee's gross earnings will be \$1041.67 * 16, or \$16,666.72.*

In the next fiscal year and for as long as the employee remains employed by the School, the employee will be paid their full annual salary over 12 months.

BENEFITS

Health Insurance

Each full-time employee is eligible to participate in the School's medical insurance plan. New employees become eligible to participate in the plan after thirty (30) days of employment. Eligible employees must enroll prior to the plan year (during the plan's open enrollment period) or when there is an enrollment event (such as being newly hired outside of the open enrollment period) to be eligible for that year.

CAST will determine the amounts, if any, to be contributed by eligible employees to the premiums and the other employee benefits, costs, and obligations under the health insurance plan no less than thirty (30) days prior to the initial coverage date for each health insurance contract, or for new employees, within the first thirty (30) days of employment.

The contracts of insurance with CAST's health insurers govern the terms of the insurance provided by CAST. Summaries of the contract terms will be provided to covered eligible employees, and each eligible employee should familiarize himself or herself with the basic terms of these policies. Subject to the requirement of applicable law, insurance coverage may be modified or terminated at any time by CAST.

Short-Term Disability Benefits

All employees are covered by short-term disability insurance for up to twenty-six (26) weeks for off-the-job injuries. Additional information, forms, and answers to questions may be obtained from the Director of Finance and Administration. Employees are required to pay part of the cost of this benefit through payroll deduction. During any period in which an employee is receiving short-term disability benefits, he or she will not be paid by CAST.

Workers Compensation Benefits

Certain employees are covered by Workers' Compensation Insurance when engaged in the performance of their duties. Accidents occurring or injuries sustained in the performance of duties, even if they seem of minor nature at the time, should be reported immediately to the employee's supervisor and the Director of Finance and Administration. The Director of Finance and Administration must be notified as soon as possible following the accident, but no later than thirty (30) days after the accident in order for the forms to be filed with the insurance company.

Retirement Plan

Each full-time employee is eligible to participate in the retirement plan offered by CAST. The retirement plan takes the form of a Savings Incentive Match Plan for Employees Individual Retirement Account (SIMPLE IRA), to which employees may make contributions from their pre-tax compensation. In accordance with SIMPLE IRA rules prescribed by the Internal Revenue Service and the Department of Labor, CAST will make matching contributions of 2% of the yearly compensation for each employee who elects to participate in the SIMPLE IRA and makes monthly contributions to the plan.

For more information on the SIMPLE IRA, please see the plan document available through the CAST Executive Office.

PAID TIME OFF POLICY

Vacation Days

Use of vacation leave requires prior approval of the employee's immediate supervisor. Requests for vacation leave must be made using the "Vacation Leave Request" form available on the School's website. Absent specific approval from an immediate supervisor, no new employee is eligible to use vacation time prior to 6 months of employment at CAST.

Any employee that becomes ill during a scheduled vacation cannot change a vacation day to a sick day; scheduled vacation days count as vacation days even if an employee would ordinarily take a sick day.

CAST vacation time for all employees, regardless of the distinctions below, is "use it or lose it." unused vacation time does not accrue and will expire at the end of the School's fiscal year on June 30. No employees will be paid for any unused vacation days at the end of their employment relationship with CAST. All employees must note vacation days in the timekeeping system.

Vacation benefits vary based on whether the employee is classified as teaching staff or non-teaching staff. Vacation Days: Teaching Staff

Pre-Kindergarten 3

During the fall and spring semesters, CAST observes three week-long recesses as indicated on the school calendar: 1) Christmas Recess, 2) Winter Recess, and 3) Spring Recess. Teachers are not required to report to work during these recesses but will be compensated for these weeks as part of the CAST vacation package. Since K3 teachers must work 12 months, they are entitled to an additional 10 days of paid vacation time which must only be taken during the month of August when the School is closed to students. This vacation time may be taken consecutively.

Pre-Kindergarten 4 to Grade 12

During the fall and spring semesters, CAST observes three week-long recesses as indicated on the school calendar: 1) Christmas Recess, 2) Winter Recess, and 3) Spring Recess. Teachers are not required to report to work during these recesses but will be compensated for these weeks as part of the CAST vacation package. Since K4-12 teachers are not required to work over the summer, CAST paid vacation time to K4-12 teachers is limited to these three recesses.

Vacation Days: Non-teaching Staff

CAST offers non-teaching staff ten (10) paid vacation days. Principals get an additional five (5) paid vacation days, for a total of fifteen (15) paid vacation days. No non-teaching staff member may take more than five (5) days of vacation leave consecutively. No employee may take vacation leave during the last week of August, the week prior to the week that school reopens for students in the fall semester. Non-teaching staff are required to report to work during school recesses in accordance with the schedule set by the employee's supervisor, which schedule may be abbreviated in the supervisor's discretion.

Every School office must remain open for the entire month of August, even when the School is closed to students. This is to encourage and allow parents to enroll their children and pay tuition and fees with ease prior to the start of the fall semester. As a result, school secretaries and Principals must coordinate vacation leave carefully during this month to ensure that the office is always staffed by at least one employee during business hours for the entire month of August.

Sick Leave

All full-time employees are eligible for paid sick leave for absences from work due to:

- the employee's mental or physical illness; injury or health condition; need for medical diagnosis, care, or treatment, or need for preventative medical care;
- the care of a family member needing such medical diagnosis, care, treatment, or preventative medical treatment. For purposes of sick leave, a family member is considered to be the employee's child, grandchild, spouse, domestic partner, grandparent, parent or child of the employee's spouse or domestic partner, or sibling (including a half, adopted, or step-sibling).
- the closure of CAST premises due to a public health emergency (as declared by the Georgia Public Health Department) or to care for a child whose school or childcare provider is closed due to a public health emergency.

Each full-time employee is entitled to 40 hours (5 days) of paid sick leave in each calendar year. Existing employees are eligible to use their sick leave on January 1 of each year. New employees become eligible to use their sick leave 120 days (4 months) after their employment with CAST begins. Sick leave must be taken in no less than four (4) hour increments.

Each employee is required to verify their use of sick leave using the forms made available through the CAST Executive Office. CAST will require employees who use sick leave for three consecutive workdays to provide medical documentation from a licensed health care provider.

No employee may accumulate more than 40 hours (5 days) of sick leave in a calendar year, and unused hours will not be carried over into the next calendar year.

No employees will be paid for any unused sick leave at the end of their employment relationship with CAST.

Paid Holidays

CAST observes the following holidays, during which the school is closed and no employees are required to report to work:

New Year's Day

Dr. Martin Luther King, Jr. Day President's Day

Good Friday Memorial Day Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Christmas Day

When a holiday falls on a weekend, consult the school calendar to determine what day will be observed, which is at the discretion of CAST.

Special Note Regarding Paid Holidays and Non-Salaried Employees: Employees who are paid by the hour are ordinarily not entitled to pay for days they are not required to report to work. However, CAST provides all of the

foregoing holidays as paid holidays to hourly workers as part of its paid time off policy.

Special Note Regarding Paid Holidays and Salaried Employees: As explained earlier in this Handbook's discussion of employee categories, salaried employees such as teachers, deans of students, and principals are entitled to their full pay for a week in which they perform any work. Consequently, when CAST's observance of a holiday shortens the typical 5-day workweek, salaried employees are still entitled to be paid as if they had worked a full 5-day workweek.

Personal Days

In Georgia, employees are only entitled to compensation for time worked. As such, CAST does not provide paid personal days to any of its employees.

School Closures

When the School is closed to students for a full day as indicated on the School calendar:

- Teaching staff are not required to report to work on any day on which the School is closed to students, with the exception of professional development days.
- Non-teaching staff are required to report to work.

When the School closes early for students as indicated on the School calendar:

- Teaching staff may leave after dismissing their classes, with permission from the Principal.
- Non-teaching staff may leave at the early closing time, provided that they have completed their duties for the day and have received permission from their immediate supervisors. Office staff should remain in the building until all children have been picked up or have left the building.

INCLEMENT WEATHER POLICY

In the event of inclement weather, CAST will follow the Clayton County Department of Education's schedule for school closures. With the exception of custodial staff, CAST employees are not required to report to work when the school is closed due to inclement weather. CAST employees may verify school closures by calling the school office for their respective locations, where a recorded announcement of the closure will be available by 4:30 a.m. Delays in school openings because of inclement weather will also be communicated through a recorded announcement at each school office. With the exception of custodial staff, employees are only required to report to work at the time of the delayed opening as per the announcement.

LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act (FMLA) provides eligible employees with up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

Employee Eligibility Criteria

To be eligible for FMLA leave, an employee must have been employed by CAST:

- for at least 12 months (which need not be consecutive);
- for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave; and
- at a worksite (a) with 50 or more employees; or (b) where 50 or more employees are located within 75 miles of the worksite.

Events Which May Entitle an Employee to FMLA Leave

FMLA leave may be taken for any one, or for a combination of, the following reasons: the birth of the employee's child or to care for the newborn child;

- the placement of a child with the employee for adoption or foster care or to care for the newly placed child;
- to care for the employee's spouse, child, or parent (but not in-law) with a serious health condition;
- and/or the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

A "serious health condition" is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. A more detailed definition of "serious health condition" can be found in the U.S. Department of Labor's Certification of Health Care Provider Form (Form WH-380), available online at the Department of Labor's website and upon request from the CAST Executive Office.

How Much FMLA Leave May Be Taken

An eligible employee is entitled to up to 12 workweeks of unpaid leave during a 12-month period for any FMLA qualifying reason(s). The 12-month period is CAST's fiscal year of July 1 to June 30.

Limitations on FMLA Leave

Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement of the adopted child.

When both spouses are employed by CAST, they are together entitled to a combined total of 12 workweeks of FMLA leave within the designated 12 month period for the birth, adoption, or foster care placement of a child with the employees, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional FMLA leave for other FMLA qualifying reasons (i.e., the difference between the leave taken individually for any of the above reasons and 12 workweeks, but not more than a total of 12 workweeks per person).

For example, if each spouse took 6 weeks of leave to care for a newborn child, each could later use an additional 6 weeks due to his/her own serious health condition or to care for a child with a serious health condition.

Intermittent or Reduced Work Schedule Leave

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

Leave to care for a newborn or for a newly placed child may not be taken intermittently or on a reduced work schedule unless CAST agrees to an individual leave request. Leave because of an employee's own serious health condition, or to care for an employee's spouse, child, or parent with a serious health condition, may be taken all at once or, where medically necessary, intermittently or on a reduced work schedule.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the School's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, CAST may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

Special Rules Concerning Teachers: If a teacher wishes to take intermittent leave, and that leave would cause the teacher's absence from the classroom more than 20 percent of the time (i.e., more than 1 day out of a 5 day work week), the teacher may be required either to take continuous leave throughout the treatment period or to be placed in an equivalent position that would not be disruptive to the classroom. Also, a teacher may be required to extend leave through the end of a term if she/he would otherwise have returned within the last two or three weeks of the term, depending on the date on which the leave commenced and the duration of the leave.

Requests for FMLA Leave

An employee should request FMLA leave by completing the FMLA Leave Request Form and submitting it to his or her immediate supervisor. The forms are made available from the CAST Executive Office.

When leave is foreseeable for childbirth, placement of a child, or planned medical treatment for the employee's or family member's serious health condition, the employee must provide CAST with at least 30 days advance notice, or such shorter notice as is practicable (i.e., within 5 business days of learning of the need for the leave). When the timing of the leave is not foreseeable, the employee must provide CAST with notice of the need for leave as soon as practicable (i.e., within 2 business days of learning of the need for the leave).

Required Documentation

When leave is taken to care for a family member, CAST may require the employee to provide documentation or statement of family relationship (e.g., birth certificate or court document).

An employee may be required to submit medical certification from a health care provider to support a request for FMLA leave for the employee's or a family member's serious health condition. Medical certification forms are available from the Chief Operating Officer's office.

If CAST has reason to doubt the employee's initial certification, the School may: (i) with the employee's permission, have a designated health care provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or (ii) require the employee to obtain a second opinion by an independent CAST-designated provider at CAST's expense. If the initial and second certifications differ, CAST may, at its expense, require the employee to obtain a third, final, and binding certification from a jointly selected health care provider.

During FMLA leave, CAST may request that the employee provide recertification of a serious health condition at certain intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide the School with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide CAST with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If the employee gives CAST notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

Use of Paid and Unpaid Leave

FMLA provides eligible employees with up to 12 workweeks of unpaid leave. If an employee has accrued paid leave (e.g., vacation, sick leave, personal leave), however, the employee must use any qualifying paid leave first. "Qualifying paid leave" is leave that would otherwise be available to the employee for the purpose for which the FMLA leave is taken. The remainder of the 12 workweeks of leave, if any, will be unpaid FMLA leave. Any paid leave used for an FMLA qualifying reason will be charged against an employee's entitlement to FMLA leave. This includes leave for disability or workers' compensation injury/illness, provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 12-workweek leave period.

Designation of Leave

CAST will notify the employee that leave has been designated as FMLA leave. The School may provisionally designate the employee's leave as FMLA leave if it has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has not notified CAST of the reason for the leave, and the employee desires that leave be counted as FMLA leave, the employee must notify his or her immediate supervisor within 2 business days of the employee's return to work that the leave was for an FMLA reason.

Maintenance of Health Benefits

During FMLA leave, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work.

To the extent that an employee's FMLA leave is paid, the employee's portion of health insurance premiums will be deducted from the employee's salary. For the portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums may be

- paid at the same time as if made by payroll deduction; or
- paid pursuant to a system voluntarily agreed to by CAST and the employee.

If the employee's payment of health insurance premiums is more than 30 days late, CAST may discontinue health insurance coverage upon notice to the employee.

Return from FMLA Leave

Upon return from FMLA leave, CAST will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits, and other employment terms.

Limitations on Reinstatement

An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force, or other reason, the employee would not be employed at the time job restoration is sought.

CAST reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid 10 percent of CAST' employees employed within 75 miles of the worksite ("key employees") if such denial is necessary to prevent substantial and grievous economic injury to CAST' operations.

Failure to Return to Work Following FMLA Leave

If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned. CAST may recover health insurance premiums that it paid on behalf of the employee during any unpaid FMLA leave except that CAST' share of such premiums may not be recovered if the employee fails to return to work because of the employee's or a family member's serious health condition or because of other circumstances beyond the employee's control. In such cases, CAST may require the employee to provide medical certification of the employee's or the family member's serious health condition.

JURY DUTY

CAST supports employees called to fulfill their civic obligation to serve jury duty. Upon receipt of the notice to serve jury duty, the employee should immediately notify his/her supervisor, as well as the Director of Finance and Administration. Additionally, a copy of the notice to serve jury duty should be submitted to the CAST Executive Office.

CAST will pay each employee who is called to serve jury duty the state-mandated jury fee of \$40 for each day of the first three (3) days of jury service. Thereafter, so long as the employee continues to serve on a jury, the employee will not be paid by the School but may be paid by Georgia judicial system. Any employee may elect to use their paid vacation leave to serve on a jury, consistent with the limitations set forth in the "Paid Time Off" section above, but in no event will CAST require any employee to use paid leave during a time of jury service.

Upon the employee's return, the employee must notify the Director of Finance and Administration and must submit a signed Certificate of Jury Service indicating the number of days served and the amount paid per day.

Employees released from jury duty with at least four (4) hours remaining in their workday should return to work for the remainder of the day. If the jury duty falls at a time when the employee cannot be away from work, CAST may request that the court allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with the court's procedures. The employee must cooperate with this request.

CELL PHONES

CAST understands and appreciates that employees utilize their cellular phones for business purposes. At the same time, cell phones are a distraction in the workplace. To ensure the effectiveness of instructional time, teachers are asked to leave cell phones at their desk. Or, on the unusual occasion of an emergency that requires immediate attention, the cell phone may be carried in vibrate mode.

Cell phone use for personal purposes in the workplace or during work hours should be kept to a bare minimum.

CAST prohibits employee use of cellular phones, for any purpose, while driving a CAST vehicle or while driving a non-CAST vehicle to conduct CAST business.

REIMBURSEMENT AND PURCHASES

Employees may occasionally use their own resources to conduct CAST business. Where practical, employees are

expected to absorb, without reimbursement, minor expenditures under \$5. *No reimbursement will be made for any item purchased or service rendered without specific advance authorization from the employee's immediate supervisor.*

All requests for reimbursement must be made in writing using the CAST Voucher Form. Receipts should be attached to the Voucher Form for all expenditures, and reimbursement will not be made in the absence of a receipt.

Furthermore, all purchases must be well-planned. All requests for purchases should be clearly detailed on the CAST Requisition Form and signed by the employee's immediate supervisor. Requisition Forms should be submitted at least 5 business days before the items are needed.

EQUIPMENT

CAST will provide you with the necessary equipment to do your job. None of this equipment should be used for personal use nor removed from the relevant CAST school building - unless doing so is approved by your immediate supervisor or the Director of Finance and Administration and the job specifically requires use of CAST-owned equipment off of CAST premises.

SAFETY

Safety is everyone's job at CAST. CAST provides a clean, hazard-free, healthy, safe environment in which to work in accordance with the Occupational Safety and Health Act of 1970. **As an employee, you are expected to take an active part in maintaining this environment.** You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment where required. Your workspace/classroom should be kept neat, clean, and orderly. It is your responsibility to know the location of all safety and emergency equipment, as well as the appropriate safety contact phone numbers.

All safety equipment will be provided by CAST. Employees should not damage this equipment. As an employee, you have a duty to comply with the safety rules of CAST, to assist in maintaining a hazard-free environment, to report any accidents or injuries, and to report any unsafe equipment, working condition, process or procedure, immediately to your supervisor.

Furthermore, CAST requires all those handling food to wear a hairnet and comply with all other food safety rules, as mandated by applicable law.

All employees are prohibited from creating or perpetuating safety hazards.

EMERGENCY PROCEDURES

There is no more important responsibility for CAST employees than ensuring the safety and well-being of our students. Therefore, understanding and following the procedures described below is vital.

Illness and/or Student Accidents

1. The faculty or staff member will notify the School Secretary, who will in turn notify the child's parents/guardians to arrange for pickup or receive further instructions from the parents. The School

Secretary will also notify the Principal. CAST employees are prohibited from administering medication to students—including serving hot tea for illnesses such as the common cold and stomachaches—but providing basic first aid services (such as cleaning and bandaging a minor scrape) may be appropriate.

2. If the parents cannot be reached, the person listed on the child's emergency contact form and the family physician will be contacted. The telephone numbers are found on the child's emergency contact form in each classroom and on file in the school office.
3. If the emergency contact or physician cannot be reached and the injury is severe, the child is to be taken to the emergency room of the hospital with which his/her doctor is affiliated. This hospital information is indicated on the child's emergency contact form.
4. If the above steps cannot be taken, the child is to be taken to the nearest emergency room where first aid treatment will be carried out. The accompanying CAST employee will await further instructions from the child's parents and the School.

Employee Accidents

1. In case of an accident on premises, the injured staff member must immediately notify the School Secretary and seek first aid care.
2. The School Secretary must immediately notify the Principal and Director of Finance and Administration, and a Worker's Compensation Accident Report must be completed.
3. If the staff member is taken to the emergency room, the emergency contact on file will be notified.

Emergency Evacuation Procedures

1. All persons must exit the building when the alarm goes off, including all visitors to the school. Do not assume it is a drill, even if you have prior knowledge that one is scheduled to take place.
2. The evacuation signal is the regular fire alarm.
3. Each teacher must accompany his/her class during an evacuation. Turn out lights and close windows and doors upon leaving the room. Teachers must enforce the following regulations:
 - a. No books or other possessions are to be carried from the room.
 - b. All persons should walk quietly, not run.
4. The employee through each outside door should appoint an assistant to hold the doors open.
5. The last employee off each floor will quickly check restrooms to ensure that all persons have left the building. He/she shall close the stairwell doors.
6. Clearance to reenter the building will be given by the Principal, or in her absence, the Dean of Students. Under no circumstances are children, visitors, or employees to reenter until instructed by the appropriate person.

Abuse

CAST employees shall not abuse children, including:

- Physical abuse (striking, spanking, kicking, punching, or otherwise causing physical trauma to a child)
- Sexual abuse (inappropriate touching, fondling, exposure, display of pornography)
- Verbal abuse (humiliating, degrading, threatening, or making sexually inappropriate comments to a child)
- Neglect (withholding food, water, or basic care)

The law requires certain professionals and school officials to report suspected child abuse or maltreatment to the Georgia Division of Family & Children Services 24-hour, toll-free hotline at 1-855-GACHILD (422-4453). This hotline is available 24 hours a day, 7 days a week. The law also assigns civil and criminal liability to professionals who do not comply with their mandated reporting responsibilities. School professionals and officials are required to immediately make such reports when, in their professional capacities, they have reasonable cause to suspect abuse or maltreatment. But, of course, anyone can report and must report any suspected abuse or maltreatment at any time. Reasonable cause to suspect child abuse or maltreatment means that, based on your observations, professional training, and/or experience, you feel the parent or person legally responsible for a child has harmed that child or

placed that child in imminent danger or harm.

As soon as you suspect abuse or maltreatment you must report your concerns by telephone to SCDSS. All reports are confidential. Within 48 hours of calling SCDSS, you must file a written report with the Georgia Division of Family & Children Services. Reporting is an individual responsibility and no supervisor or administrator may interfere with the individual reporting responsibility. Nor may a mandated reporter be absolved of responsibility by relying on a supervisor or administrator to meet her or his individual reporting responsibility. If you are in a situation about which you are unclear or uncertain, you should speak immediately with the Principal or Director of Finance and Administration.

All employees, including teachers are required to report the following:

Suicide: If an employee is told by a student that he or she is contemplating suicide or if an employee comes upon evidence of intent (e.g., a note) to commit suicide, the employee should report this to the Principal or Dean of Students immediately.

Physical evidence of crime: If an employee obtains physical evidence that a student has committed or is committing a crime, the employee must turn that evidence in to the Principal or the Dean of Students within 2 school days (2 calendar days, excluding weekends and holidays, if the evidence is obtained at the time of a vacation or at the end of the school year.) The employee may keep the source of the evidence anonymous. **Intent to Harm:** If a student expresses the intent to seriously harm another individual, an employee must inform the Principal or Dean of Students, who will then take appropriate action.

Drug and Alcohol use: Drug and alcohol use, in or out of school, is illegal, a violation of school policy, and a risk to students' well-being. Employees' must report suspected cases of use or possession to the Principal or Dean of Students.

Self-Harm: Employees must report evidence or student reports of self-harming behaviors or the intent to inflict self-harm to the Principal or Dean of Students.

CONFIDENTIAL NATURE OF WORK

All CAST records and information relating to CAST and its employees and students are confidential and employees must, therefore, treat all matters accordingly. No CAST or CAST-related information, including without limitation, documents, notes, files, records, oral information, computer files, or similar materials (except in the ordinary course of performing duties on behalf of CAST) may be removed from CAST' premises without permission from an employee's immediate supervisor. Additionally, the contents of CAST's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside of CAST. Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification.

COMPUTER INFORMATION SYSTEMS

CAST provides some of its employees with laptop or desktop computers, voicemail, e-mail, and Internet access to enable them to conduct the affairs of the School and to facilitate the flow of information among employees, students, parents, and others.

School Property

The School's computers, voicemail, e-mail, Internet access, and any other communication or information system that

may be available to employees as a result of their employment ("Information Systems") are the property of the School and should be used for School purposes only. Voice mail, email, and Internet usage assigned to an employee's computer or telephone extensions are solely for the purpose of conducting School business. Some job responsibilities require access to the Internet and the use of software. Only people appropriately authorized, for CAST purposes, may use the Internet or access additional software. If you need access to software that is not currently on the School network or your designated computer, please talk with your Principal or the Director of Finance and Administration. Employees may not share passwords or otherwise provide unauthorized persons with access to the Information Systems. Employees also may not establish connections that would allow unauthorized persons to gain access to the School's Information Systems, either through the Internet or otherwise. To protect data and software on the School's computers, only authorized employees and vendors are permitted to load software onto computers. No unauthorized software is allowed on School computers. You may not copy School software for personal use. You will be held responsible for any software or other copyright infringements attributable to you in violation of this policy.

In addition, technology is either assigned to a particular member of the School community for the duration of the school year or is made available from a pool that can be signed-out for a shorter duration, based on a project or some other specific need. All of us must take responsibility for the technology that has been assigned to us. Taking CAST portable technology off-campus is permissible if authorized by one's supervisor but, in doing so, one assumes responsibility for loss due to theft or accident. The specific technology distribution, based on position, is the responsibility of your Principal, who you should feel free to consult regarding specific aspects of the policy.

Internet Usage

Internet use during working hours is authorized to conduct CAST business only. This applies to the use of any CAST machines off premises after working hours as well. Additionally, under no circumstances may CAST computers or other electronic equipment be used to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-business-related Internet sites.

Email Usage

CAST email addresses are to be used for CAST business only. Similarly, employees are prohibited from conducting CAST business through personal email addresses and must use CAST email for CAST business. Do not conduct personal business using the School computer or email. Be conscious of maintaining a professional tone in your emails.

No Expectation of Privacy

Employees should have no expectation of privacy with respect to their use of any of the Information Systems or of any of the information contained therein. CAST can access information maintained on any Information System at any time. Employees should be cognizant of this in both the tone and content of their use of School Information Systems. CAST may (but will not necessarily) ask for an employee's assistance in accessing Information Systems information that the employee read or created. Moreover, employees should be aware that voicemail and e-mail messages that are sent or received remain on the system and can be accessed even if an employee has deleted them. It is against School policy to prepare, receive, or maintain personal or private information on any Information System that belongs to CAST.

Social Media

With the rapid growth and application of social media, CAST recognizes the need to have a policy which ensures that employees who use social media either as part of their job, or in a personal capacity, have guidance as to the school's expectations where the social media engagement is about the School, its products and services, its people,

and/or other business related individuals, organizations, and information. The School's Three R's of Social Media Engagement are therefore 'guardrails' designed to protect the interests of employees and the School. In brief, the Three R's ask that when engaging in social media: be clear about who you are *representing*, take *responsibility* for ensuring that any references to CAST are factually correct and accurate and do not breach confidentiality requirements, and show *respect* for the individuals and communities with which you interact. It is important to note that this policy does not apply to employees' personal use of social media platforms where the employee makes no reference to CAST-related issues such as but not limited to CAST events, employees, or students and their families. No references to such CAST-related issues should be made in employees' personal use of social media platforms under any circumstances.

Personal Communication with Students

As a general rule, faculty and staff members should not communicate with current students of CAST through personal means of communication, including home phones, cell phones, personal e-mail accounts, or social media. In rare cases when it is necessary to share personal numbers with students e.g. class trips, foreign travel, etc., faculty and staff should exercise professional judgment and discretion and should inform the Principal about the communication.

EMPLOYEE DISCIPLINARY PROCEDURE

Any violation of the policies enumerated in this Handbook or other employee misconduct may subject an employee to disciplinary action, as outlined below. CAST reserves the right to forego these disciplinary procedures and to discharge or reassign employees immediately dependent on the nature and seriousness of the infraction.

Step 1: Informal discussion

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or the violation of CAST policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve performance or resolve the problem. Bringing the matter to the staff member's attention is often enough to prompt him or her to correct it willingly.

Step 2: Oral Warning

If a private, informal discussion with the employee does not result in corrective action, the immediate supervisor should meet again with the employee and review the problem; permit the employee to present his/her views on the problem; and advise the employee that the problem must be corrected and that failure to do so will result in further disciplinary action, up to and including termination. Within five (5) business days of this meeting, the supervisor will draft a short memo summarizing the events of this meeting, which will be placed in the employee's personnel file and forwarded to the Director of Finance and Administration and the employee.

Step 3: Written Warning

If the employee fails to alter his/her behavior after an oral warning, the immediate supervisor should meet with the employee in private and once again discuss the need for remediation and the possibility of termination. The supervisor should issue a written warning (signed by the supervisor and the employee) to the employee and place a copy in the employee's personnel file. If the employee refuses to sign, a copy of the written warning will still be placed in the employee's file with a notation of the employee's refusal to sign.

Step 4: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from the Director of Finance and Administration.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state, and local wage-and-hour employment laws. Unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or major misconduct problems, not less serious concerns about attendance or performance.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

During Step 4 and based on the results of an investigation (if applicable), the immediate supervisor and the Director of Finance and Administration will meet with the employee to review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations.

A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five (5) business days of a Step 4 meeting. A warning outlining that the employee may be subject termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 4 may not be necessary in all instances, and in some cases, CAST may proceed directly to Step 5 from Step 3.

Step 5: Dismissal

In general, dismissal is recommended only when the employee does not respond to one or more of the above steps. Notwithstanding the foregoing, the School reserves the right to discharge any employee immediately, or to otherwise modify or omit any one or more steps in the disciplinary procedure, in its sole discretion. CAST reserves the right in its sole discretion to determine the appropriate disciplinary action for employee misconduct or non-performance.

RESIGNATION

All employees planning to leave the employ of CAST are requested to give written notice before departing. Principals should give notice of at least two (2) months; teachers should give notice of at least one (1) month; all other employees should give notice of at least two (2) weeks. Departing employees shall provide written notice to their immediate supervisors and the Director of Finance and Administration, specifying the final date of employment. Once minimum notice has been given, any subsequent unexcused and/or unexplained absences will be charged as vacation days. All fringe benefits end on the last day of employment.

In some instances, management may determine that the resignation should take effect immediately. In that case, the employee will receive compensation for any work performed following the notice of termination that has been approved by the immediate supervisor and Director of Finance and Administration.

CAST reserves the right to treat failure by an employee who has been on sick leave, vacation leave, or personal leave to return to active employment on the date previously approved by the employee's immediate supervisor as a

voluntary resignation.

Departing employees are required to return all CAST property (e.g., teachers' manuals, tools, keys, etc.) to the immediate supervisor in substantially the same condition in which it was received, normal wear and tear expected. The employee's final paycheck will be mailed during the next regularly scheduled pay period following the employee's departure, or if applicable, by direct deposit.

DISMISSALS

Every CAST employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain in CAST' employ. CAST may terminate an employee's employment, or an employee may terminate his/her employment, without cause, and with or without notice, at any time for any reason. No supervisor or other representative of CAST (except the Chancellor) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

Immediate Dismissals/Misconduct

Any employee whose conduct, actions, or performance violates or conflicts with CAST's policies may be terminated immediately and without warning.

The following are some examples of grounds for immediate dismissal of an employee:

- Breach of trust or dishonesty
- Conviction of a felony
- Willful violation of an established policy or rule Falsification of CAST records
- Gross negligence Insubordination
- Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies
- Use, manufacture, or distribution of drugs or alcohol on CAST property, or distribution of drug or alcohol to CAST students whether on or off School property
- Time card or sign-in book violations
- Undue and unauthorized absence from duty during regularly scheduled workhours Deliberate non-performance of work
- Violation of the Paid Time Off Policy
- Larceny or unauthorized possession of, or the use of, property belonging to any co-worker, visitor, or patron- of CAST
- Possession of dangerous weapons on the premises
- Unauthorized possession, use or copying of any records that are the property of CAST Unauthorized posting or removal of notices from bulletin boards
- Excessive absenteeism or lateness
- Marring, defacing or other willful destruction of any supplies, equipment or property of CAST Failure to call or directly contact your supervisor when you will be late or absent from work Fighting or serious breach of acceptable behavior
- Violation of the smoking, alcohol, and drug use policy Theft
- Violation of Confidentiality Policy
- Gambling, conducting games of chance or possession of such devices on the premises or during work hours
- Leaving the work premises without authorization during work hours Sleeping on duty

This list is intended to be representative of the types of activities that may result in dismissal. It is not intended to be comprehensive and does not change the employment-at-will relationship between any employee and CAST.

In the event of a dismissal, all benefits end on the last day of employment. Departing employees are required to return all CAST property (e.g., teachers' manuals, tools, keys, etc.) to the immediate supervisor in substantially the same condition in which it was received, normal wear and tear expected. The employee's final paycheck will be mailed during the next regularly scheduled pay period following the employee's departure, or if applicable, by direct deposit.

REFERENCES

Should an employee receive a request for a reference, he/she should refer the request to the Principal or the Director of Finance and Administration. No CAST employee may issue a reference letter or provide an oral reference to any current or former employee without the permission of the Director of Finance and Administration.

Under no circumstances should any CAST employee release any information about any current or former CAST employee over the telephone. All telephone inquiries regarding any current or former employee of the School must be referred to the Principal or the Director of Finance and Administration.

In response to an outside request for information regarding a current or former CAST employee, the Director of Finance and Administration will furnish or verify only an employee's name, dates of employment, job title, and department. No other data or information regarding any current or former CAST employee, or his/her employment with CAST, will be furnished unless 1) CAST is required by law to furnish any information or 2) the employee provides CAST with written authorization to provide this information and both the employee and the prospective employer agree in writing to release CAST from liability in connection with the furnishing of this information.

RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of Christocrats Academy of Science & Technology's ("CAST") Employee Handbook that outlines the goals, policies, benefits, and expectations of CAST, as well as my responsibilities as an employee.

I have familiarized myself with the contents of this handbook. By my signature below, I acknowledge, understand, accept and agree to comply with the information contained in the Employee Handbook provided to me by CAST. I understand this handbook is not intended to cover every situation that may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits, and expectations of CAST.

I understand that the CAST Employee Handbook is not a contract of employment and should not be deemed as such. Further, I understand that CAST is an "at will" employer and as such employment with CAST is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of CAST, (except the Chancellor) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this Handbook states CAST' policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with CAST or benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified, or terminated at any time.

Employee Signature

Employee Name (Print)

Date

CHRISTOCRATS ACADEMY OF
SCIENCE & TECHNOLOGY



WEEK OF: 1/17/22	CLASS:	AGE GROUP: 0 - 12 months	THEME: The Five Senses
<p>EXPLORATION & PLAY</p> <p>Use a variety of toys that make sounds such as rattles, shakers, bells or drums. Place the toys in different locations in the room. Use a toy to make a sound. Notice the infants who turn their heads to observe where the sound is coming from. While shaking the toy say, "What is that?" or "Do you hear the bell?"</p> <p>GELDS: APL2.0b</p> <p>While an infant is lying on the floor on his/her back, hold a colorful object in his/her line of sight. Move the object up and down, as well as side to side, encouraging the infant to move his/her entire head.</p> <p>GELDS: PDM3.0b</p>	<p>MEALS & SNACKS</p> <p>When the infant is ready, provide finger foods to practice picking up small items and to encourage self-feeding. Encourage the infant to hold the cup or spoon as you feed him/her. Say, "Look at you, Tim! You are picking up your cereal."</p> <p>GELDS: CD-SS4.0a</p>	<p>OUTDOORS</p> <p>Bring mat outside and place young infant on mat. Then place a ball on the floor in front of the infant. Encourage nonmobile infants to roll the ball with their hands for you to return it to them. Encourage mobile infants to roll the ball and then crawl or walk to get the ball after they roll it.</p> <p>GELDS: PDM1.0b</p>	<p>TRANSITIONS/ARRIVAL/DEPARTURE</p> <p>Establish a naptime ritual with older infants by reading a book routinely before going down for nap.</p> <p>GELDS: SED3.0d</p>
<p>STORY TIME (list book titles)</p> <p>Read All Sounds on the Farm by Alex Ives to infants. Encourage the children to participate in following the directions of animal sounds and movements.</p> <p>For Younger infants Sit with them in your lap and point to animal and make sound.</p> <p>GELDS: APL2.1a</p>	<p>MUSIC & MOVEMENT</p> <p>Sit on the floor with infants in a comfortable position. Older infants may want to stand. Turn on music and move scarves to the beat. Encourage younger infants to move toward and/or reach for the scarf. Encourage older infants to dance and move their scarves on their own.</p> <p>GELDS: PDM3.0a</p>	<p>ADAPTATIONS</p>	<p>GELDS:</p>
<p>DID I PLAN FOR? (I or N)</p> <p>PHYSICAL DEVELOPMENT & MOTOR SKILLS (PDM)</p> <p>SOCIAL & EMOTIONAL DEVELOPMENT (SED)</p> <p>APPROACHES TO PLAY & LEARNING (APL)</p> <p>COMMUNICATION, LANGUAGE & LITERACY (CLL)</p> <p>MATH (CD-MA)</p> <p>SOCIAL STUDIES (CD-SS)</p> <p>SCIENCE (CD-SC)</p> <p>CREATIVE DEVELOPMENT (CD-CR)</p> <p>COGNITIVE PROCESSES (CD-CP)</p>	<p>SG = SMALL GROUP</p> <p>LG = LARGE GROUP</p> <p>I = INDIVIDUALIZED INSTRUCTION</p>	<p>GELDS:</p>	<p>GELDS:</p>



<p>WEEK OF: 1/17/2022</p>	<p>CLASS:</p>	<p>AGE GROUP: 24-36Months</p>	<p>THEME: Shapes and Colors</p>
<p>EXPLORATION & PLAY You will need pairs of socks in colors and a small laundry basket. Empty the socks onto the carpet. Have the children find matching socks which they will place as matched pairs into the basket. Talk about different colors. GELDS: APL5.2a</p>	<p>MEALS & SNACKS Encourage group discussion during routine times such as snack and lunch. Conversations can be about what food is being served or activities that occur throughout the day. Ask questions: "What do you think we are having for lunch today?" Build on the children's responses: "Chicken nuggets are one of my favorites too. Do you like to use any dipping sauces?" GELDS: CLL1.2a</p>	<p>OUTDOORS Walk around with the children behind you. Encourage the children to imitate your actions as you walk. For example, wave your arms over your head or do marching steps. Older children may want to take turns being the leader as well. GELDS: PDM5.2b</p>	<p>TRANSITIONS/ARRIVAL/DEPARTURE Use a picture schedule, and cover up all but the current segment. Talk with the children about what segment of the day you are in and what comes next. Show them by flipping up the next section. GELDS: CD-SS5.2a</p>
<p>Use masking tape to make a square on the tile. Have the children use small brooms to sweep all the dirt into the square. Then assist them by holding the dustpan and sweeping the dirt up. Children can often sweep small bits into the dustpan themselves if you give them a whisk broom. Tell Student to sweep dust in to square. You can also ask them to name the shape. GELDS: CD-SS4.2c</p>	<p>STORY TIME (list book titles) Read Ten Little Fingers and Ten Little Toes by Mem Fox GELDS: SED5.2b</p>	<p>MUSIC & MOVEMENT After reading Ten Little Fingers and Ten Little Toes by Mem Fox, create a matching game for the children to play. Using different color markers, trace a child's hand on paper plates. Give each child a plate, play some music and encourage the children to find a color match. Do this several times. Afterward, turn all of the plates face down. Now you have a big memory game that a few children can play together. GELDS: SED5.2b</p>	<p>ADAPTATIONS</p>
<p>Place individual-colored shapes on a wall. Call out a shape for a child to aim for such as "the red triangle." Have the children toss the ball to hit the target shape. GELDS: PDM5.2b</p>	<p>GELDS:</p>		

DID I PLAN FOR? (Y or N) PHYSICAL DEVELOPMENT & MOTOR SKILLS (PDM) SOCIAL & EMOTIONAL DEVELOPMENT (SED) APPROACHES TO PLAY & LEARNING (APL) COMMUNICATION, LANGUAGE & LITERACY (ELL) MATH (CD-MA) SOCIAL STUDIES (CD-SS) SCIENCE (CD-SC) CREATIVE DEVELOPMENT (CD-CR) COGNITIVE PROCESSES (CD-CP)

KEY: SG = SMALL GROUP LG = LARGE GROUP I = INDIVIDUALIZED INSTRUCTION



<p>1/17/2022</p>	<p>CLASS:</p>	<p>AGE GROUP: 48 to 60</p>	<p>THEME: Letters and Sounds</p>
<p>EXPLORATION & PLAY Invite the children to take turns being the teacher while discussing calendar activities such as the day of the week or the weather today. GELDS: APL4.4a Use permanent markers to write letters on ping pong balls, one letter per ball. Add the balls to the water table. Using small aquarium nets, encourage children to fish for letters. You can ask the children to fish for a specific letter or simply identify the letters they catch. GELDS: CLL7.4a Say the poem, "I spy with my little eye, something that begins with the /p/ sound." Encourage the children to guess what you may be looking at. When a child discovers what you've spied, say, "you guessed it, /p/ is the first sound in plate," then he or she can take a turn spying an object. This could be done in large group. GELDS: CLL6.4c Provide picture cards in the writing center area for the children to identify and sort into groups beginning with the same sound.</p>	<p>MEALS & SNACKS Sing a song daily with the children when it is time to wash hands for lunch or snack. Use the tune of "If You're Happy and You Know It": <i>Oh, before we eat, we wash our hands</i> GELDS: SED3.3d</p>	<p>OUTDOORS During outdoor time, draw three to four squares on the pavement with sidewalk chalk. Divide each square into fourths and write a letter in each square. Give the children a playground ball. When you call out a letter, the child bounces the ball in that square. Or they can bounce the ball first and then name the letter. GELDS: CLL7.4a</p>	<p>TRANSITIONS/ARRIVAL/DEPARTURE Sing the alphabet song with the children in the traditional way. Sing the song a second time and encourage the children to stand when they sing the first letter of their name. Child can join line, move to mat or go to center depending on the next activity. GELDS: CLL6.4c</p>
<p>MUSIC & MOVEMENT Place alphabet mats throughout the classroom. Have the children walk from mat to mat while music is playing. Once the music stops, the children find an alphabet mat. Randomly choose a child to tell you which letter they are standing on. You can vary this activity throughout the week by asking them for the sound the letter makes. GELDS: PDM3.4a</p>	<p>ADAPTATIONS</p>	<p>STORY TIME (list book titles) Read the book Froggy Goes to School by Jonathan London. Have the children recall the different things Froggy does at school and how this compares to their own days at school. GELDS: SED3.3d</p>	<p>GELDS:</p>

DID I PLAN FOR? (Y or N)

PHYSICAL DEVELOPMENT & MOTOR SKILLS (PDM)	APPROACHES TO PLAY & LEARNING (APL)	COMMUNICATION, LANGUAGE & LITERACY (CLL)	MATH (CD-MA)	SOCIAL STUDIES (CD-SS)	SCIENCE (CD-SC)	CREATIVE DEVELOPMENT (CD-CR)	COGNITIVE PROCESSES (CD-CP)
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KEY: SG = SMALL GROUP LG = LARGE GROUP I = INDIVIDUALIZED INSTRUCTION



Planning & Community Development Department
785 Forest Parkway
Forest Park, Georgia 30297
(404) 608-2300 Fax: (404) 608-2306

Staff Report – Conditional Use Permit

Public Hearing Date: January 19, 2023

City Council Meeting: February 6, 2023

Case: CUP-2023-01

Current Zoning: RS – Single-Family Residential District

Proposed Request: Conditional Use for a church and early childcare learning center

Staff Report Compiled By: Chountelle Hudson

Staff Recommendation: Approval of Conditional Use Permit with Conditions

APPLICANT INFORMATION

Owner of Record: New Covenant Faith and Miracle Arena **Applicant:** Maveto McKenzie Hylton

Name: New Covenant Faith and Miracle Arena

Name: Maveto McKenzie Hylton

Address: 721 Morrow Road

Address: 721 Morrow Road

City/State: Forest Park, GA 30297

City/State: Forest Park, GA 30297

PROPERTY INFORMATION

Parcel Number: 13114AA001

Acreage: 8.1

Address: 721 Morrow Road, Forest Park, GA 30297

FLU: Institutional

SUMMARY & BACKGROUND

The applicant is requesting a Conditional Use Permit to add and operate an early childcare learning center use to a present church use at 721 Morrow Road. This property is in the Single-Family Residential District (RS). Places of Worship, a K-12 private school, and Pre-K and day care centers require conditional use permits to operate in a Single-Family Residential District. Currently the property houses a church, south of the minor arterial street Morrow Road. The street frontage for the parcel is Morrow Road; west of the parcel is a mixture of residential homes and a church, south of the parcel are residential homes, east of the parcel are residential homes and an office building, and north of the parcel are residential homes and a gas station.

Per Section 8-8-90, one (1) parking space for each two (2) staff members and other employees are required for a daycare, and one (1) parking space for each six (6) seats are required for places of worship. The applicant has two (2) employees at the daycare, and the place of worship consists of pews instead of seats. Upon observation from aerial photographs, it appears the applicant has sufficient parking with an approximate parking space count of 117. The church square footage is 6,195, church gym square footage is 7,869, and the learning center (daycare)

square footage is 5,162. Analogously, the front setback to Morrow Road is 107.9 feet, the side (west) setback is 164.3 feet, the side (east) setback is 143.6 feet, and the rear setback is 180.5 feet.

Property Zoned Single Family Residential (RS)

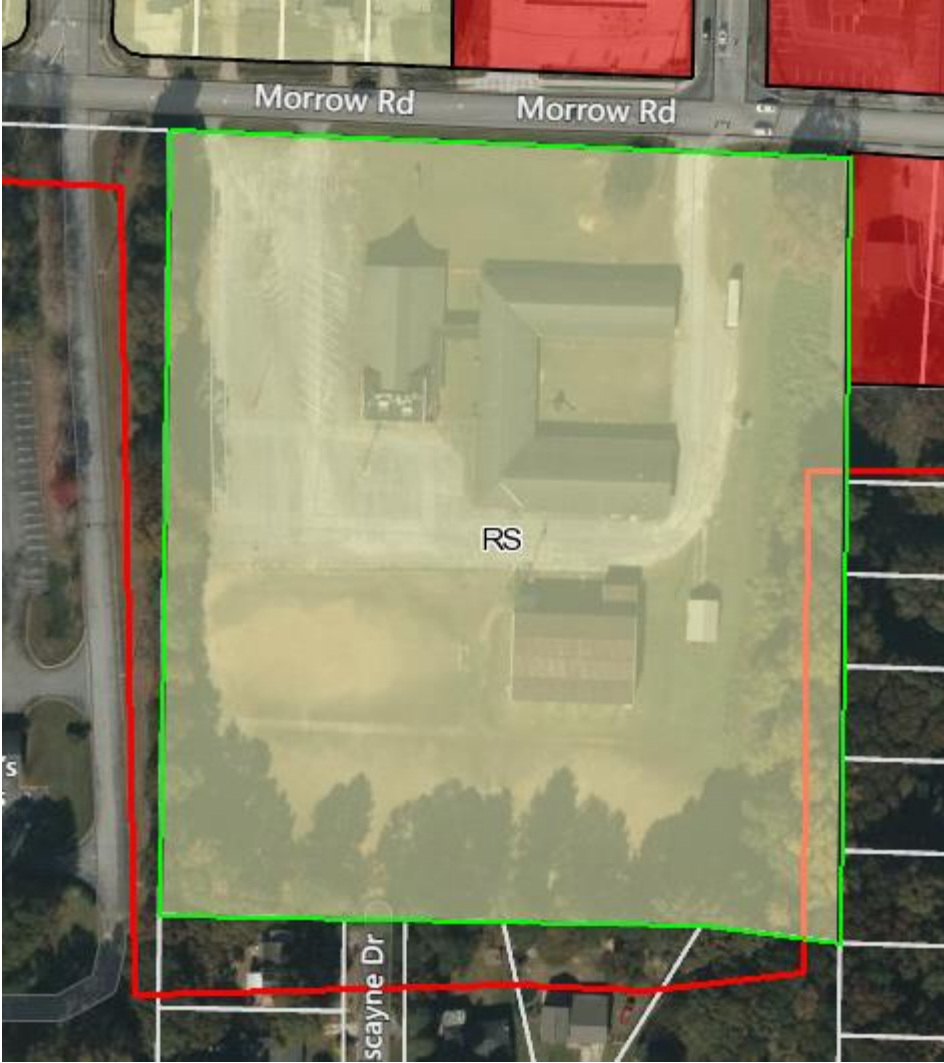
ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

Direction	Zoning & Use	Direction	Zoning & Use
North	RS: Residential Single-Family and GC: General Commercial	East	Outside Forest Park jurisdiction and GC: General Commercial
South	Outside Forest Park jurisdiction	West	Outside Forest Park jurisdiction

AERIAL MAP



ZONING MAP



SITE PHOTOS – DECEMBER 2023









ZONING CRITERIA AND ANALYSIS

- 1. Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals, and objectives?** The proposed use is compatible and consistent with the City's land use and development goals and objectives. West of the parcel is a mixture of residential homes and a church, south of the parcel are residential homes, east of the parcel are residential homes and an office building, and north of the parcel are residential homes and a gas station.
- 2. Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets?** The proposal will not cause a significant impact on the transportation infrastructure.
- 3. Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers?** The proposed use will have no impact on community facilities

4. **Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the City?** The proposal development does not appear to be a detriment to the public health, safety, morals, or general welfare if the Conditional Use Permit is granted.
5. **Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air?** No impact on light and air quality.
6. **Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land?** No.
7. **Would the proposed amendment tend to cause, to prevent, or to have no relationship on the population distribution within the City, thus creating any area so dense in population as to adversely affect the health, safety, and general welfare of the City?** The proposed use will not increase the population or density as to adversely affect the health, safety, and general welfare of the City.
8. **Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities, or facilities?** The proposed use will not cause any additional impact on the water/sewer and other utilities or other public services.
9. **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?** The subject property value has no existing zoning restriction that would diminish the value and enjoyment of surrounding properties.
10. **Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?** Granting a Conditional Use Permit would not diminish the future uses of the property and surrounding area.
11. **Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property?** The use appears suitable for the nearby properties. There is no indication of any potential detrimental causes that would decrease the property value of surrounding or adjacent property
12. **Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?** The Conditional Use Permit would not create an isolated district.

STAFF RECOMMENDATION

Staff recommends **APPROVAL OF A CONDITIONAL USE PERMIT** to allow a school with an existing church in the Single-Family Residential (RS) District **WITH THE FOLLOWING CONDITIONS:**

1. The applicant must adhere to state guidelines outlined in Section 8-8-78, and provide proof (i.e. copy of application in process) and/or a copy of state certification to operate a school.
2. The applicant and/or his tenants may be allowed to operate a church, a school, and offices associated with those uses. However, no other offices or commercial uses will be permitted.
3. Storage of vehicles, trucks, and trailers is strictly prohibited.
4. Violation of these conditions will result in the loss of the conditional use permit and associated business licenses.

Attachments Included:

- Application
- Letter of Intent
- Authorization of Property Owner
- Disclosure of Campaign Contributions and Gifts
- Floor Plan

File Attachments for Item:**3. Council Discussion on Waste Management Contract - Public Works****Background/History**

Waste Management's final contract has been received, attached and below you will find a few of the highlights that have changed.

The rate increase requested for residential would be \$321.67 dollars annually.

The rate increase requested for commercial would be an average of 20%.

The City Recycling Drop Off Center will not be providing either WM or The City of Forest Park employees to be present on site. Wm acknowledges the City's desire to discontinue usage of the City Recycling Drop off Center located next to the Forest Park Transfer Station.

Section 6.0 Liquidated Damages (6.1 to 6.9) is where you will find performance penalties. The penalties range from failure to clean up solid waste spills, failure to collect material from service unit, chronic problems, remove and clean up hydraulic oil etc., replace any damage containers and failure to repair damage to property. These penalties range from \$150.00 to \$300.00 depending on severity of the violation.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Waste Management Contract - Public Works

Submitted By: Public Works- Bobby Jinks

Date Submitted: January 30, 2023

Work Session Date: February 6, 2023

Council Meeting Date: February 6, 2023

Background/History:

Waste Management's final contract has been received, attached and below you will find a few of the highlights that have changed.

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Cost: \$ \$4,916,370.84

Budgeted for: Yes No

Financial Impact: This will be a franchise enterprise fund

Action Requested from Council:

AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR SOLID WASTE COLLECTION SERVICE (this “Agreement”) made and entered into this ___ day of _____ 2022, by and between the **CITY OF FOREST PARK** a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as “City,” and **GEORGIA WASTE SYSTEMS, LLC, d/b/a/ WASTE MANAGEMENT** or its legal successors, acting by and through its duly authorized officers hereinafter referred to as “Contractor.”

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and businesses;

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City’s police power,

WHEREAS, the granting of an exclusive contract to a private corporation for the collection, disposal and recycling of solid waste is a valid function of City;

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period for the collection and removal of all Residential and Commercial Solid Waste generated within the City;

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, disposal and recycling services as herein set out, and for the compensation as hereinafter provided;

WHEREAS, it is the intent of the City that the owner or occupant of every Commercial and Residential Premises in the incorporated area of the City shall receive solid waste collection, disposal and recycling services provided by Contractor; and

WHEREAS, City agrees to pay for Residential and Commercial waste collection services.

NOW THEREFORE, the City and Contractor agree as follows:

Section 1.0 – Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Agreement:** This contract agreement, including exhibits and any amendments thereto agreed to by the City and the Contractor during the term of the Agreement.
- 1.2 **Bags:** Plastic sacks designed to store and enclose waste with sufficient wall strength to maintain physical integrity when lifted by top.
- 1.3 **Bins:** A watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between two (2) and eight (8) cubic yards, designed or intended to be

mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Contractor.

1.4 **Biomedical Waste:** Pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3-4.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

1.5 **Bulk Items:** Discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Cart, thus too large or too bulky to be collected during normal Residential Solid Waste Collection, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic pools, large toys, bicycles, and other similar items.

1.6 **Cart:** A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals.

1.7 **C & D Materials:** Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.

1.8 **City:** City of Forest Park, Georgia.

1.9 **Small Commercial Unit:** A Commercial Premises within the geographic boundaries of the City that utilizes a Cart (as opposed to a Roll-Off Container or Bin) for the placement of their solid waste for collection by the Contractor.

1.10 **Commercial Premises:** All non-Residential Premises and Multi-Unit Dwellings, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

1.11 **Commercial Solid Waste:** All putrescible and non-putrescible solid, semi-solid, and liquid wastes, and C&D Waste generated by a Commercial Premises, excluding Unacceptable Waste and other Excluded Materials.

1.12 **Container:** A Bin, Cart, or Roll-Off Container.

1.13 **Contractor:** Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.

1.14 **Curbside:** The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.

1.15 **Customer:** A Residential Premises or Commercial Premises receiving collection services.

1.16 **Garbage:** Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.17 **Hazardous Waste:** Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.18 **Multi-Unit Dwelling:** A building designed exclusively for residential occupancy by more than one Family, but NOT including single family homes, duplexes, triplexes, quadraplexes, and mobile homes.

1.19 **Recycling:** Any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.20 **Recyclable Materials:** (i) Newspapers and their inserts; (ii) aluminum beer and soft drink containers; (iii) aluminum foil; (iv) clean aluminum baking pans; (v) steel and bi-metal (tin) food containers; (vi) PET #1 clear and transparent green plastic beverage containers; (vii) HDPE #2 clear and translucent plastic water jugs; and other items deemed now or at a later date to be recyclable, based on the market and demand for such materials. The definition of Recyclable Materials may be changed from time to time by Contractor to reflect market conditions.

1.21 **Residential Solid Waste:** All putrescible and non-putrescible solid, semi-solid, and liquid wastes generated by a Residential Premises, excluding C & D Materials, Unacceptable Waste, and other Excluded Materials.

1.22 **Residential Premises:** A dwelling within the incorporated area of the City, occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.23 **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon

confirmation of compatibility from Contractor.

1.24 **Rubbish:** Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.25 **“Service Recipient”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

1.26 **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Contractor pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Contractor’s equipment, Containers, or facilities, or present a substantial endangerment to the health or safety of the public or Contractor’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

1.27 **Unanticipated Events:** Severe weather events such as hurricanes, tornados, floods, ice storms or hail, snowstorms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

1.28 **Uncontrollable Circumstances** includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Agreement. Uncontrollable Circumstances shall include, but are not limited to, the following: any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, epidemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party. Uncontrollable Circumstances shall not include, insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Agreement.

1.29 **White Goods:** Ranges, washers, water heaters, and other similar domestic appliances (not including appliances containing freon or coolant)

1.30 **Yard Waste:** Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential

Premises.

Section 2.0 – Scope of Work and Education

2.1 Scope:

The Work to be provided by Contractor hereunder shall be as set forth in the Scope of Work, including the furnishing of all labor, tools, equipment and materials, supplies and services, and landfill capacity, either through ownership, license or contract, which may be necessary to collect all Bulk Items, Yard Waste, White Goods, Residential and Commercial Solid Waste, and Recyclable Materials generated from within the incorporated limits of the City, or that come within the City limits by reason of annexation during the term hereof, and to transport such waste to a disposal facility, and perform other services detailed herein incidental to such Work. The Contractor will collect waste from Residential Premises in accordance with a schedule as established from time to time by the Mayor and City Council and kept on file in the Department of Public Works and the office of the City Clerk. When changes to the schedule are necessary, the City shall confer with the Contractor regarding such changes. All such scheduled changes shall be communicated to all affected Customers thirty (30) days prior to the implementation of such changes by the Contractor.

Additionally, Contractor shall provide commercial service to the City's facilities listed on **Exhibit "B"** attached hereto, at no additional cost to the City.

2.2 Education:

2.2.1 The Contractor shall establish a program for educating customers regarding the services provided hereunder. Such programs shall include a website and a mailing to customers at least on an annual basis.

2.2.2 In addition to the program set forth in section 2.2.1, Contractor shall contribute up to \$5000 annually to the City to support youth LED recycling initiatives and a city-initiated community recycling education event. The City shall notify Contractor of these initiatives and events at least 90 days prior to their occurrence.

2.3 Clean Sweep:

Clean Sweep events will be scheduled for up to four (4) times per year with times and dates to be mutually agreed upon and scheduled by Contractor and the director of Public Works. A Clean Sweep event is one in which the Contractor will provide Roll-Off Containers at designated locations for a period of eight (8) hours and will cover the disposal costs associated with collections of goods collected during these events. Clean Sweep events will be scheduled only on Saturdays.

2.4 Excluded Materials

2.4.1 Contractor shall not be required to collect, transport, dispose of or otherwise handle Unacceptable Waste or any other type of waste that is prohibited from being received, managed or disposed of at the Transfer Station or Sanitary Landfill by Federal, State or local law, regulation, ordinance, permit or other legal requirement (collectively, "Excluded Waste"). Title to and liability for Excluded Waste shall remain with the Generator of such waste. All waste to which the Contractor acquires title pursuant to the terms of this Agreement shall be the responsibility of the Contractor until it is properly disposed of.

2.4.2 Acid, explosive material, flammable liquids, and dangerous or corrosive material of any kind will not be collected.

2.4.3 Contractor shall not be responsible for collecting or hauling C & D material including discarded building material, fixtures (including toilets, sinks, bathtubs and similar items) dirt, broken concrete, bricks, rock or debris from Residential Premises and Small Commercial Units. Such material must be disposed of by the property owner or the owner's contractor.

2.4.4 Contractor shall not be responsible for collecting or hauling of trees, bushes or other vegetation from commercial tree trimmers, landscapers, grading contractors or building contractors. The hauling of the debris is the sole responsibility of the property owner or the owner's contractors.

2.4.5 Dead animals will not be collected.

2.4.6 Hazardous Waste, Biomedical Waste, tires, unsolidified paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, White Goods containing freon or coolant, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, firearms, as well as any and all waste of which present a substantial danger to the health or safety of the public or Contractor's employees.

Section 3.0 – Collection

3.1 Service Provided

3.1.1 Contractor shall collect Residential Solid Waste contained within a Cart owned by Contractor from each Residential Premises one (1) time per week at Curbside. The Customer shall place only Bagged Garbage in the Cart and shall place the Cart at Curbside by 7:00 AM on the designated collection day, except as provided for in Section 3.3. Total weight of a bag with contents shall not exceed forty (40) pounds. Garbage and Rubbish outside the Cart shall not be collected.

3.1.2 Contractor shall collect Recyclable Materials contained within a Cart owned

by Contractor from each Residential Premises one (1) time per week at Curbside, provided the Recyclable Materials are properly set out for collection at Curbside by 7:00 AM on the designated collection day. Recyclable Materials shall not contain more than 5% of non-recyclable materials. In the event a Customer places a container of recyclable material for collection that contains more than 5% of non-recyclable materials, Contractor may reject the load and leave a notice of such rejection at the Residential Premises.

3.1.4 Bulk and Yard Waste Collection- Contractor shall collect Bulk Items, Yard Waste, and White Goods, from each Residential Premises one (1) time per week at Curbside, by appointment only, on the designated collection day. Customers can schedule collection through the WM Call Center, Online by Chat, or by Email. Each Residential Premises may place up to five (5) Bulk Items or White Goods per collection day at Curbside. Yard Waste is limited to up to 15 bags or tied bundles, limbs no longer than 4', limbs no thicker than 4", not to exceed 40 lbs each. For each Bulk Item or White Goods in excess of five (5) items, the Residential Premises will be charged an additional \$50 per item which the Contractor shall collect from the Residential Premises directly at the time the appointment for pickup is made. In the event the Residential Premises pays for the pickup of any items in excess of five (5) items and then place more items than it paid for, Contractor shall reject the excess items.

3.1.5 Commercial Services- Orders for Carts, Roll-Off Containers, and Bins for Commercial Premises shall be placed through the Contractor. Contractor shall bill Commercial Premises directly. Customers can call or email direct to WM customer Service to request hauls. Rates for these services are set forth as reflected in Exhibit A. Contractor shall remit to City a monthly Franchise Fee of 10% of Contractor's gross receipts from Commercial Premises including for the collection of C&D materials pursuant to Section 3.1.6. The Franchise Fee shall appear as a separate line item on the Customer's invoice in addition to Contractor's rates for services reflected in Exhibit A. Contractor reserves the right to institute ancillary charges via its Snapshot program for overfilled containers.

3.1.6. C &D Materials - Requests for pick-up of C&D Materials may be placed through the Contractor. Contractor shall bill such customers directly. Customers can call or email direct to WM customer Service to request such services.

3.2 Carts/Bins/Roll Off Containers

Contractor shall furnish collection Containers to every Customer for every occupied location in the incorporated area of the City. Upon placement, the Containers shall remain the property of Contractor. It shall be the responsibility of the occupant of the Residential and Commercial Premises to properly use and safeguard the Contractor's Containers. Contractor shall maintain Containers in reasonably good condition. Contractor shall have the right to charge the City for the cost of repair or replacement of Containers, if such repair or replacement is required because of abuse or damage, fire, or theft, or any act on the part of the occupant of the Residential or Commercial Premises that causes damage to the Contractor's Containers. The amount charged shall not exceed Contractor's cost for the

Containers. Occupants of Residential or Commercial Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for the cost of each additional Container and service at the applicable rate of compensation.

3.3 Elderly and Disabled

Contractor shall provide back door pick-up to elderly or disabled residents as designated by the City who are physically unable to place Cart at Curbside on pick-up day, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no case will the quantity of persons receiving back door pickup exceed three percent (3%) of the total Residential Premises. In no event will backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where back door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 40 pounds in weight.

3.4 Location of Containers for Collection

Residential Solid Waste shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts, Yard Waste bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Carts not so placed or any Residential Solid Waste not in a Cart. The City shall notify the Contractor on a daily basis of all service requests for extra pick-ups.

3.5 Notification of Improper Set-outs

The Contractor will be responsible for clearly communicating to a Customer, any legitimate ground for refusal to provide collection services for any type of waste placed by the Customer for collection. The Contractor shall place tags on Containers to provide notice of grounds for refusal under this subsection. Legitimate grounds for refusal to provide collection services shall include, but are not limited to, failure of the Customer to (i) timely place for collection any waste at the proper location, (ii) placement of Unacceptable Waste in the Container, or (iii) blocked access.

Section 4.0 – Routes and Hours of Collection; Operation

4.1 Hours of Operation- Collection of Residential Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM.

4.2 Routes of Collection-The Contractor shall establish collection routes. Contractor shall

submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays- The following shall be holidays for the purpose of this Agreement:

New Years' Day
 Thanksgiving Day
 Christmas Day
 Memorial Day
 Labor Day
 Independence Day
 Juneteenth

Contractor shall observe any or all of the above-mentioned Holidays by suspension of collection service on the holiday if such Holiday occurs on Monday through Friday, but such suspension does not relieve the Contractor of its obligation to provide collection service at least once per week (Monday - Saturday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

4.4.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Agreement. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contractor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours from the complaint, unless the complaint was received on a Weekend or a Holiday (or outside normal business hours), then the complaint shall be resolved by the end of the second business day following the day the complaint was received.

4.4.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

- 4.4.2.1 Identification number
- 4.4.2.2 Date and time of initial call
- 4.4.2.3 Date and time of any follow up call(s)
- 4.4.2.4 Customer name, service address, and phone number
- 4.4.2.5 Type of service request or complaint
- 4.4.2.6 Contractor contact by whom service request or complaint was received

4.4.3 Contractor will issue a report or ticket for each complaint. Upon resolution

of the customer complaint, Contractor will close the report or ticket and enter the results into call center database within twenty-four (24) hours of receipt of a customer complaint, except if the complaint is received on a Sunday or a Holiday then by the end of the next business day. The closed work order information will include all of the above data, plus:

- 4.4.3.1 Contractor's determination as to legitimate or non-legitimate service request or complaint
- 4.4.3.2 Action taken to satisfy request or resolve complaint
- 4.4.3.3 Date of communication with Customer
- 4.4.3.4 Date and time of action taken

4.4.4 Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the City simultaneously as data is entered into the record.

4.4.5 Contractor shall summarize work orders and complaints on a monthly basis.

4.5 Collection Equipment and Personnel- The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office- The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient toll free or local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days. Contractor's current Customer Service phone number is 404-794-6707.

4.7 Access- The Contractor shall be required to provide collection services to all Residential Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant.

4.8 Nuisances

The Contractor shall utilize all commercially reasonable efforts to avoid the creation of nuisance conditions, caused by conditions or events that occur if Contractor is negligent either through its acts or omissions while collecting refuse with respect to surface litter, noise or dust inconsistent with conditions reasonably anticipated in the ordinary course of the operation of refuse collection. Should any such nuisance condition occur as described above while Contractor is providing the Work hereunder the Contractor shall expeditiously remedy the condition and hold the City harmless from any loss or expense related thereto.

Section 5.0- Compensation

5.1 Rates of Compensation for the first year shall be set forth in **Exhibit A**, attached hereto and made a part hereof. These rates may be adjusted as provided below.

5.2 The Rates to be charged for the second and subsequent years of this Agreement or any extension thereof shall be increased annually as follows:

After first year:	5%
After second year:	5%
After third year:	5% (if Agreement is renewed)
After fourth year:	5% (if Agreement is renewed)

5.3 In addition to the annual adjustment provided in Section 5.2 above, the Rates may, upon written request of Contractor, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

5.3.1 Uncontrollable Circumstance (see Section 9);

5.3.2 Changes in Applicable Law that become effective after the Effective Date of this Agreement;

5.3.3 Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the collection services;

5.3.4 Changes in baseline assumptions, such as changes in volumes collected;

5.3.5 Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or

5.3.6 Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests a Rate adjustment pursuant to this Section, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall render a decision on all Rate adjustment requests made under this paragraph within ninety (90) days of Contractor's request, and, if approved by the City, the adjusted rates shall be deemed to take effect as of the date of Contractor's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall render a decision on the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to service recipients by the date the same are effective.

In the event the City fails to approve a Rate adjustment request and after a 90-day negotiation period the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.4 Notwithstanding the foregoing, each party reserves the right to annually renegotiate all rates hereunder based on actual tonnage collected and the actual costs for the previous year. In the event the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.5 The Contractor shall invoice the City during the month following the month in which the services are rendered under the terms of this Agreement. The City shall pay all amounts due within thirty (30) days of receipt of the invoice from the Contractor. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients. The City shall provide an updated Service Recipient count yearly, after tax statements have been mailed and before the 31st of December.

Section 6.0- Liquidated Damages

Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting from the actions or omission of the Contractor within 24 hours after Contractor's receipt of report shall be considered a violation of this Agreement, subject to the liquidated damages below. Any damages assessed will be provided to the Contractor within 30 days of the end of the month in which they occurred. Any damages assessed outside of this timeframe will not be collected by the City from Contractor.

The parties agree that injury to the City caused by such a violation will be difficult or

impossible to estimate accurately and the amount of damages set forth below for each violation are reasonable estimates of the City's probable losses. Therefore, for the purpose of computing damages under this Agreement, the City may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

6.1 Failure to clean up solid waste spilled from any vehicle of the Contractor resulting from loading and/or transporting by the close of the same business day of Contractor's receipt of report, per occurrence: \$150 each for the first ten complaints within a calendar week, thereafter \$300 for each additional complaint during the same calendar week.

6.2 Failure to collect material from a Service Unit by the close of the next business day after Contractor's receipt of report, per occurrence: \$150 each for the first ten missed collections within a calendar week, thereafter \$300 for each additional missed collection during the same calendar week.

6.3 Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six-month period) per occurrence: \$150 for the first chronic occurrence and \$300 for each additional chronic occurrence thereafter. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to this subsection 6.3 until three additional problems have been reported. Nothing in this section precludes the City from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.

6.4 Failure to provide collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied by the close of the next business day after Contractor's receipt of report— per occurrence: \$150 each for the occurrence and thereafter \$300 for each additional occurrence.

6.6 Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks by the close of the same business day of Contractor's receipt of report, per occurrence: \$150. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable.

6.8 Failure of the Contractor to replace any damaged container at any Service Unit within five (5) business days – per occurrence: \$100.

6.9 Failure to repair damage to the property at any Service Unit within a reasonable amount of time based on the circumstances of such damage: \$300.

6.10 Failure of the Contractor to ensure that each equipment operator is properly licensed: \$300 per occurrence.

Section 7.0- Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion, or national origin.

Section 8.0- Indemnity and Warranty

8.1 - Contractor agrees to indemnify, defend and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the City of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the City shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the City's right to indemnification hereunder except to the extent that the Contractor is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the City when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the City of its intent to do so, and the City shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the City of its election as herein provided or contests its obligation to provide indemnification under this agreement, the City may pay, compromise, or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the City shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the City and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the City shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to

indemnify or hold the City harmless for, any such damages caused by acts or omissions of the City or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms of this Agreement for the benefit of the City.

8.2 - Contractor warrants that the Work to be performed will conform in all respects with the requirements, schedules and exhibits set forth in this Agreement; will be performed in a manner consistent with the generally-accepted level of care and skill ordinarily exercised by businesses performing Work of a similar nature, considering state-of-the-art standards and Governmental Requirements existing at the time the Work are performed; and will be performed safely, lawfully, efficiently and properly. Contractor further warrants and represents that it has the labor, materials, tools, and equipment to perform the work required by this Agreement.

Section 9.0- Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to (1) Uncontrollable Circumstances as defined above, or (2) compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as “Force Majeure Event”). In addition, the performance required under this Agreement does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed because of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 10.0 – Licenses, Taxes and Compliance

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by any governmental entity. In addition to safety requirements imposed by applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property, the Contractor shall comply with all reasonable safety requirements imposed by the City and will conduct its operations in a safe manner. The Contractor shall be liable to the City for any additional costs the City incurs as a result of the Contractor's failure to operate safely.

Section 11.0 – Term

The term of this Agreement shall be for three (3) years, commencing on the 1st day of January 2023 and ending on the 31st day of December 2025, unless earlier terminated or renewed as provided herein. This Agreement will automatically renew for additional successive two-year periods unless terminated by either party at least one hundred eighty (180) days before the renewal date.

Section 12.0 - Reports

12.1 The Contractor shall report immediately to the City any injury to any member of the public, or to employees or agents of the Contractor or subcontractors while providing work hereunder and hold the City harmless therefrom. In the event of accidents involving damage to real or personal property or any spillage that Contractor is aware of, the Contractor shall, as soon as possible, but in no instance later than twenty-four (24) hours, notify the City's Director of Public Works verbally. The Contractor shall prepare a detailed written report documenting the accident or spillage and provide this report to the City's Director of Public Works by email within three (3) days.

12.2 Upon written request by the City, Contractor shall within 30 days of such request provide various reports to the City as may be required from time to time, including but not necessarily limited to:

12.2.1 A report of observed potential code violations at Commercial and Residential Premises, such report including the type of violation, address, and any other information that would aid the City in addressing such violations.

12.2.2 Total tonnage reports of solid waste disposed within the timeframe set forth in any request, identified by source and type.

12.2.3 Reports on Customer complaints with a description of the problem and the resolution of the problem.

12.2.4. At least quarterly, a franchise fee report showing Contractor's gross receipts, commercial customer list, commercial customer address and level of service for each commercial customer.

12.3 In the event of an equipment failure or other circumstances that interrupt normal waste collection by the Contractor, the Contractor shall notify the City's Director of Public Works within one (1) hour of the start of the failure or other circumstance. Notification attempts shall continue until the emergency contact acknowledges receipt of the message. A formal, written report detailing the facts regarding the circumstances, and the corrective measures taken, shall be provided to the City within one week of its occurrence.

Section 13.0 - Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express

obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES LIMITS OF LIABILITY

Workers' Compensation Statutory-Minimum \$100,000/accident
 Employer's Liability \$1,000,000
 Bodily Injury Liability \$1,000,000 each occurrence
 Except Automobile \$1,000,000 aggregate
 Property Damage Liability \$1,000,000 each occurrence
 Except Automobile \$1,000,000 each occurrence
 Automobile Bodily Injury \$1,000,000 each person
 Liability \$1,000,000 each occurrence
 Automobile Property Damage Liability \$1,000,000 each occurrence
 Excess Umbrella Liability \$2,000,000 each occurrence

Section 14.0 – Bond

14.1 Performance Bond

14.1.1 The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the anticipated annual revenue of the Agreement.

14.1.2 The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

14.1.3 The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

14.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 15.0 – City Streets, Roads and Bridges

Contractor must promptly repair damage or injury to City property, road, right of way,

bridges, curbs or other structures caused by or arising out of Contractor's negligence or misconduct while providing the services herein. Such repair should restore the City's property, road, right of way, bridges, curbs or other structures to a condition at least equal to that which existed immediately prior to the damage.

Section 16.0 – Compliance with Law

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the local, state and federal governments provided, however that the Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement.

Section 17.0 Assignments

The Contractor may not assign this Agreement or subcontract any portion of this Agreement without the prior written consent of the City, except to a wholly owned direct or indirect subsidiary of Waste Management, Inc. The City may not assign this Agreement except to a legislatively created regional solid waste collection and removal authority.

Section 18.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection, disposal and recycling service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential and Commercial collection, disposal and recycling service to all Residential Premises and businesses in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection, disposal and recycling services during the term hereof or any renewal terms.

Section 19.0 – Ownership

Title to and ownership of the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in any vehicle under control of the Contractor.

Section 20.0- Termination

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein and does not cure said breach or default within fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: (a) in the event said default is as a result of non-payment, the other party may, at its option, immediately suspend performance under this Agreement until payment is rendered and if

non-payment remains un-cured sixty (60) days after the fifteen (15) days in which to cure, the other party may, at its option, terminate the Agreement; (b) in the event of any other breach or default, the other party may: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least one hundred eighty (180) days after the fifteen (15) days in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. This Termination provision shall also be applicable to commercial services provided by Contractor.

Section 21.0 – Miscellaneous Provisions

21.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

21.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect. Amendments to the terms and conditions of this Agreement may only be made with the mutual consent of both City and Contractor when it is in the interest of both parties. All modifications of this Agreement shall not be valid unless in writing and signed by both parties.

21.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

21.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

21.5 City's Authority

The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

21.6 Notices

All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by United States Postal Service, postage prepaid, by certified mail, return receipt requested, or by any nationally known overnight delivery service, or by courier hand delivery, provided a receipt is obtained therefore. All notices shall be deemed to have been given three (3) days after deposit in the United States Postal Service or upon delivery if sent by overnight delivery service or courier. All notices shall be addressed to the party at the address below:

To Contractor: Georgia Waste Systems, LLC
1571 Burks Drive
Lake City, Georgia 30260
Attention: Alan Owens

With a copy to: Waste Management Legal
1800 North Military Trail
Boca Raton, FL 33431
Attention: Christina DeAngelis, Esq.

To City: City of Forest Park
Attn: City Manager
745 Forest Parkway
Forest Park, Georgia 30297

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section. A notice or other communication under this Agreement shall not be ineffective solely because a copy recipient, as indicated above, did not receive such copy. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

21.7 Cumulative Rights; No Waiver.

Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties are cumulative, but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, constitutes a waiver of any party's right to demand exact compliance with the terms hereof.

21.8 Construction.

The captions of each Article, Section and subsection of this Agreement and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and must not be construed to limit or change the meaning of the language of this Agreement taken by Section or as whole. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected thereby and each term, covenant, or condition of this Agreement are valid and will be enforced to the fullest extent permitted by law. The parties acknowledge that the parties and their counsels have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

21.9 Counterparts.

This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any party to any counterpart of this Agreement may be appended to any other counterpart of this Agreement.

21.10 Exhibits.

All of the Exhibits referred to in this Agreement are incorporated herein by reference and form a party of this Agreement for all purposes.

21.11 Authorized Representatives.

The City's representatives are the City Manager and the Director of Public Works. Contractor must designate in writing one person to serve as its representative in all dealings with City.

Section 22.0 – Transition

22.1 To provide for an orderly transition from the City's existing services to the services

provided under this Agreement, Sections 3, 4, 5, 6 and 12 shall take effect on March 1, 2023, with all other Sections taking effect immediately. The Parties agree that the terms of that certain Residential and Commercial Solid Waste Collection, Disposal and Recycling Agreement, dated July 1, 2019 by and between the City and the Contractor pertaining to services and compensation shall remain in full force and effect until February 28, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

THE CITY OF FOREST PARK:

Mayor

ATTEST:

Clerk

(SEAL)

GEORGIA WASTE SYSTEMS, LLC.

By: _____

Name: _____

Title: _____

ATTEST:

EXHIBIT A

COST 2023

Service to Current Customers

(Submit Price for One (1) Year)

	WASTE STREAM COMPONENT	WASTE STREAM SUB-COMPONENT	Qty, Residences	AVERAGE YEARLY TONNAGE	Unit Price	PROPOSAL QTY (TONS)	EXTENDED Annual COST	MANAGEMENT SITE LOCATION
Residential	Residential Solid Waste	Putrescible and non-putrescible	6,000	21,600	\$14.43	Per Home	\$1,038,960.00	Forest Park
		Bulky Items	6,000	2400	Included	Per Home		Forest Park
	Recyclable Materials	Paper, Plastic, Aluminum and Steel	6,000	600	\$6.13	Per Home	\$441,360.00	Forest Park
	Yard Timmings	Vegetative Wastes	6,000	1200	\$2.75	Per Home	\$198,000.00	Forest Park
Per Ton Price								
Commercial			Businesses					Forest Park
	Commercial Solid Waste	Putrescible and non-putrescible wastes	630	19200	\$128.18	8,070.00	\$1,034,412.60	Forest Park
	Recyclable Materials	Paper, Plastic, Aluminum and Steel		0				Forest Park
		Cardboard		960	****Below	960		Forest Park
Per Ton Price								
Rolloff/Compactors	Commercial Solid Waste	Putrescible and non-putrescible		84,000	\$110.58	19,928	\$2,203,638.24	Forest Park
		Construction		24,000	***			Forest Park
	Recyclable Materials	Paper, Plastic, Aluminum and Steel		240	***			Forest Park
		Cardboard		612	***			Forest Park
		Wood		0	***			Forest Park
		Heavy Metal		240	***			Forest Park

Exhibit A.1

*** Included in total tons, all Roll Off Hauls are \$110.58 per ton regardless of material (4-ton Minimum)

Residential Other Unit Rates

Commercial Hand Collect (Existing Businesses with Carts)	\$16.43
Residential Back Door Services	\$15.43

**Pricing can be provided for Multi-Unit Dwellings Recycling Materials once a number of units are provided

Clarity for Industry Standards for Commercial and Roll Off Billing (mirrors the per ton rates above)

Roll Off* Rates are for "ALL" Hauls including Compactors & Recycling (does not include rental rates)

Rate per Haul	\$252.07	(does not include disposal @ \$47,56 per ton, 4-ton minimum)
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Commercial Rates per Industry Standards for Billing

Lifts per Week reflected in the top row (mirrors per ton pricing above)

Size	1	2	3	4	5	6	Extra P/UP
2yd	\$53.59	\$96.45	\$148.80	\$196.59	\$245.76	\$321.51	\$53.59
4yd or 3yd	\$56.23	\$108.20	\$200.63	\$264.82	\$334.53	\$393.21	\$56.23
6yd	\$77.20	\$162.08	\$264.72	\$401.37	\$496.87	\$589.80	\$77.20
8yd	\$100.84	\$208.42	\$328.06	\$446.52	\$600.09	\$786.40	\$100.84

Card Board Recycling Rates: 8yd Container** (Cardboard has no per ton cost, only service cost as provided below)**

Size	1	2	3	4	5
8yd	\$105.00	\$200.00	\$295.00	\$390.00	\$485.00

**Commercial Rates do not include "Snap-Shot" Ancillary Charges.

Ancillary charges are for Containers which are overloaded or in the case of recycling contaminated. Trip charges for blocked containers will be equal to the Extra Pick-up rate.

*** City Recycling Drop Off Site

1. Neither WM or the City of Forest Park will be providing an employee to be present on site at the Recycling Drop Off Center.

a. Per item #1, WM acknowledges the City's desire to discontinue usage of the City Recycling Drop Off Center located next to the Forest Park Transfer Station.

EXHIBIT B**LIST OF CITY OF FOREST PARK FACILITIES**

CITY OF FOREST PARK BUILDINGS/PARKS	CARTS	SIZE	DUMPSTER	SIZE-YARO	ROLL OFF CONTAINER	SERVICE
CITY HALL	2	95GALLON				1X WKLY
PBZ	2	95GALLON				1X WKLY
RECREATION	4	95GALLON				1X WKLY
POLICE	6	95GALLON	1	8		1X WKLY
FIRE STATION 1			1	4		1X WKLY
FIRE STATION 2			1	4		1X WKLY
FIRE STATION 3			1	8		1X WKLY
SENIOR CENTER	5	95GALLON				1X WKLY
PUBLIC WORKS	2	95GALLON	1	8		3X WKLY
FLEET MAINTENANCE			2	4		1X WKLY
SIGNSHOP			1	6		2X WKLY
EVENTS	10	95GALLON				
WORK TRUCKS	7	95GALLON				
STAR.PARK	20	95GALLON				1X WKLY
KAWANIS STADIUM	6	95GALLON	1	8		2X WKLY
SOCCER FIELD	4	95GALLON	1	8		2X WKLY
LOCKHART FIELD	1	95GALLON				1X WKLY

**Forest Park Transfer Station shall no longer be staffed and utilized by the City as a Recycling Center

AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR SOLID WASTE COLLECTION SERVICE (this “Agreement”) made and entered into this ___ day of _____ 2022, by and between the **CITY OF FOREST PARK** a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as “City,” and **GEORGIA WASTE SYSTEMS, LLC, d/b/a/ WASTE MANAGEMENT** or its legal successors, acting by and through its duly authorized officers hereinafter referred to as “Contractor.”

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and businesses;

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City’s police power,

WHEREAS, the granting of an exclusive contract to a private corporation for the collection, disposal and recycling of solid waste is a valid function of City;

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period for the collection and removal of all Residential and Commercial Solid Waste generated within the City;

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, disposal and recycling services as herein set out, and for the compensation as hereinafter provided;

WHEREAS, it is the intent of the City that the owner or occupant of every Commercial and Residential Premises in the incorporated area of the City shall receive solid waste collection, disposal and recycling services provided by Contractor; and

WHEREAS, City agrees to pay for Residential and Commercial waste collection services.

NOW THEREFORE, the City and Contractor agree as follows:

Section 1.0 – Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Agreement:** This contract agreement, including exhibits and any amendments thereto agreed to by the City and the Contractor during the term of the Agreement.
- 1.2 **Bags:** Plastic sacks designed to store and enclose waste with sufficient wall strength to maintain physical integrity when lifted by top.
- 1.3 **Bins:** A watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between two (2) and eight (8) cubic yards, designed or intended to be

mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Contractor.

1.4 **Biomedical Waste:** Pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3-4.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

1.5 **Bulk Items:** Discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Cart, thus too large or too bulky to be collected during normal Residential Solid Waste Collection, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic pools, large toys, bicycles, and other similar items.

1.6 **Cart:** A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals.

1.7 **C & D Materials:** Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.

1.8 **City:** City of Forest Park, Georgia.

1.9 **Small Commercial Unit:** A Commercial Premises within the geographic boundaries of the City that utilizes a Cart (as opposed to a Roll-Off Container or Bin) for the placement of their solid waste for collection by the Contractor.

1.10 **Commercial Premises:** All non-Residential Premises and Multi-Unit Dwellings, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

1.11 **Commercial Solid Waste:** All putrescible and non-putrescible solid, semi-solid, and liquid wastes, and C&D Waste generated by a Commercial Premises, excluding Unacceptable Waste and other Excluded Materials.

1.12 **Container:** A Bin, Cart, or Roll-Off Container.

1.13 **Contractor:** Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.

1.14 **Curbside:** The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.

1.15 **Customer:** A Residential Premises or Commercial Premises receiving collection services.

1.16 **Garbage:** Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.17 **Hazardous Waste:** Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.18 **Multi-Unit Dwelling:** A building designed exclusively for residential occupancy by more than one Family, but NOT including single family homes, duplexes, triplexes, quadraplexes, and mobile homes.

1.19 **Recycling:** Any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.20 **Recyclable Materials:** (i) Newspapers and their inserts; (ii) aluminum beer and soft drink containers; (iii) aluminum foil; (iv) clean aluminum baking pans; (v) steel and bi-metal (tin) food containers; (vi) PET #1 clear and transparent green plastic beverage containers; (vii) HDPE #2 clear and translucent plastic water jugs; and other items deemed now or at a later date to be recyclable, based on the market and demand for such materials. The definition of Recyclable Materials may be changed from time to time by Contractor to reflect market conditions.

1.21 **Residential Solid Waste:** All putrescible and non-putrescible solid, semi-solid, and liquid wastes generated by a Residential Premises, excluding C & D Materials, Unacceptable Waste, and other Excluded Materials.

1.22 **Residential Premises:** A dwelling within the incorporated area of the City, occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.23 **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon

confirmation of compatibility from Contractor.

1.24 **Rubbish:** Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.25 **“Service Recipient”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

1.26 **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Contractor pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Contractor’s equipment, Containers, or facilities, or present a substantial endangerment to the health or safety of the public or Contractor’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

1.27 **Unanticipated Events:** Severe weather events such as hurricanes, tornados, floods, ice storms or hail, snowstorms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

1.28 **Uncontrollable Circumstances** includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Agreement. Uncontrollable Circumstances shall include, but are not limited to, the following: any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, epidemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party. Uncontrollable Circumstances shall not include, insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Agreement.

1.29 **White Goods:** Ranges, washers, water heaters, and other similar domestic appliances (not including appliances containing freon or coolant)

1.30 **Yard Waste:** Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential

Premises.

Section 2.0 – Scope of Work and Education

2.1 Scope:

The Work to be provided by Contractor hereunder shall be as set forth in the Scope of Work, including the furnishing of all labor, tools, equipment and materials, supplies and services, and landfill capacity, either through ownership, license or contract, which may be necessary to collect all Bulk Items, Yard Waste, White Goods, Residential and Commercial Solid Waste, and Recyclable Materials generated from within the incorporated limits of the City, or that come within the City limits by reason of annexation during the term hereof, and to transport such waste to a disposal facility, and perform other services detailed herein incidental to such Work. The Contractor will collect waste from Residential Premises in accordance with a schedule as established from time to time by the Mayor and City Council and kept on file in the Department of Public Works and the office of the City Clerk. When changes to the schedule are necessary, the City shall confer with the Contractor regarding such changes. All such scheduled changes shall be communicated to all affected Customers thirty (30) days prior to the implementation of such changes by the Contractor.

Additionally, Contractor shall provide commercial service to the City's facilities listed on **Exhibit "B"** attached hereto, at no additional cost to the City.

2.2 Education:

2.2.1 The Contractor shall establish a program for educating customers regarding the services provided hereunder. Such programs shall include a website and a mailing to customers at least on an annual basis.

2.2.2 In addition to the program set forth in section 2.2.1, Contractor shall contribute up to \$5000 annually to the City to support youth LED recycling initiatives and a city-initiated community recycling education event. The City shall notify Contractor of these initiatives and events at least 90 days prior to their occurrence.

2.3 Clean Sweep:

Clean Sweep events will be scheduled for up to four (4) times per year with times and dates to be mutually agreed upon and scheduled by Contractor and the director of Public Works. A Clean Sweep event is one in which the Contractor will provide Roll-Off Containers at designated locations for a period of eight (8) hours and will cover the disposal costs associated with collections of goods collected during these events. Clean Sweep events will be scheduled only on Saturdays.

2.4 Excluded Materials

2.4.1 Contractor shall not be required to collect, transport, dispose of or otherwise handle Unacceptable Waste or any other type of waste that is prohibited from being received, managed or disposed of at the Transfer Station or Sanitary Landfill by Federal, State or local law, regulation, ordinance, permit or other legal requirement (collectively, "Excluded Waste"). Title to and liability for Excluded Waste shall remain with the Generator of such waste. All waste to which the Contractor acquires title pursuant to the terms of this Agreement shall be the responsibility of the Contractor until it is properly disposed of.

2.4.2 Acid, explosive material, flammable liquids, and dangerous or corrosive material of any kind will not be collected.

2.4.3 Contractor shall not be responsible for collecting or hauling C & D material including discarded building material, fixtures (including toilets, sinks, bathtubs and similar items) dirt, broken concrete, bricks, rock or debris from Residential Premises and Small Commercial Units. Such material must be disposed of by the property owner or the owner's contractor.

2.4.4 Contractor shall not be responsible for collecting or hauling of trees, bushes or other vegetation from commercial tree trimmers, landscapers, grading contractors or building contractors. The hauling of the debris is the sole responsibility of the property owner or the owner's contractors.

2.4.5 Dead animals will not be collected.

2.4.6 Hazardous Waste, Biomedical Waste, tires, unsolidified paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, White Goods containing freon or coolant, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, firearms, as well as any and all waste of which present a substantial danger to the health or safety of the public or Contractor's employees.

Section 3.0 – Collection

3.1 Service Provided

3.1.1 Contractor shall collect Residential Solid Waste contained within a Cart owned by Contractor from each Residential Premises one (1) time per week at Curbside. The Customer shall place only Bagged Garbage in the Cart and shall place the Cart at Curbside by 7:00 AM on the designated collection day, except as provided for in Section 3.3. Total weight of a bag with contents shall not exceed forty (40) pounds. Garbage and Rubbish outside the Cart shall not be collected.

3.1.2 Contractor shall collect Recyclable Materials contained within a Cart owned

by Contractor from each Residential Premises one (1) time per week at Curbside, provided the Recyclable Materials are properly set out for collection at Curbside by 7:00 AM on the designated collection day. Recyclable Materials shall not contain more than 5% of non-recyclable materials. In the event a Customer places a container of recyclable material for collection that contains more than 5% of non-recyclable materials, Contractor may reject the load and leave a notice of such rejection at the Residential Premises.

3.1.4 Bulk and Yard Waste Collection- Contractor shall collect Bulk Items, Yard Waste, and White Goods, from each Residential Premises one (1) time per week at Curbside, by appointment only, on the designated collection day. Customers can schedule collection through the WM Call Center, Online by Chat, or by Email. Each Residential Premises may place up to five (5) Bulk Items or White Goods per collection day at Curbside. Yard Waste is limited to up to 15 bags or tied bundles, limbs no longer than 4', limbs no thicker than 4", not to exceed 40 lbs each. For each Bulk Item or White Goods in excess of five (5) items, the Residential Premises will be charged an additional \$50 per item which the Contractor shall collect from the Residential Premises directly at the time the appointment for pickup is made. In the event the Residential Premises pays for the pickup of any items in excess of five (5) items and then place more items than it paid for, Contractor shall reject the excess items.

3.1.5 Commercial Services- Orders for Carts, Roll-Off Containers, and Bins for Commercial Premises shall be placed through the Contractor. Contractor shall bill Commercial Premises directly. Customers can call or email direct to WM customer Service to request hauls. Rates for these services are set forth as reflected in Exhibit A. Contractor shall remit to City a monthly Franchise Fee of 10% of Contractor's gross receipts from Commercial Premises including for the collection of C&D materials pursuant to Section 3.1.6. The Franchise Fee shall appear as a separate line item on the Customer's invoice in addition to Contractor's rates for services reflected in Exhibit A. Contractor reserves the right to institute ancillary charges via its Snapshot program for overfilled containers.

3.1.6. C &D Materials - Requests for pick-up of C&D Materials may be placed through the Contractor. Contractor shall bill such customers directly. Customers can call or email direct to WM customer Service to request such services.

3.2 Carts/Bins/Roll Off Containers

Contractor shall furnish collection Containers to every Customer for every occupied location in the incorporated area of the City. Upon placement, the Containers shall remain the property of Contractor. It shall be the responsibility of the occupant of the Residential and Commercial Premises to properly use and safeguard the Contractor's Containers. Contractor shall maintain Containers in reasonably good condition. Contractor shall have the right to charge the City for the cost of repair or replacement of Containers, if such repair or replacement is required because of abuse or damage, fire, or theft, or any act on the part of the occupant of the Residential or Commercial Premises that causes damage to the Contractor's Containers. The amount charged shall not exceed Contractor's cost for the

Containers. Occupants of Residential or Commercial Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for the cost of each additional Container and service at the applicable rate of compensation.

3.3 Elderly and Disabled

Contractor shall provide back door pick-up to elderly or disabled residents as designated by the City who are physically unable to place Cart at Curbside on pick-up day, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no case will the quantity of persons receiving back door pickup exceed three percent (3%) of the total Residential Premises. In no event will backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where back door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 40 pounds in weight.

3.4 Location of Containers for Collection

Residential Solid Waste shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts, Yard Waste bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Carts not so placed or any Residential Solid Waste not in a Cart. The City shall notify the Contractor on a daily basis of all service requests for extra pick-ups.

3.5 Notification of Improper Set-outs

The Contractor will be responsible for clearly communicating to a Customer, any legitimate ground for refusal to provide collection services for any type of waste placed by the Customer for collection. The Contractor shall place tags on Containers to provide notice of grounds for refusal under this subsection. Legitimate grounds for refusal to provide collection services shall include, but are not limited to, failure of the Customer to (i) timely place for collection any waste at the proper location, (ii) placement of Unacceptable Waste in the Container, or (iii) blocked access.

Section 4.0 – Routes and Hours of Collection; Operation

4.1 Hours of Operation- Collection of Residential Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM.

4.2 Routes of Collection-The Contractor shall establish collection routes. Contractor shall

submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays- The following shall be holidays for the purpose of this Agreement:

New Years' Day
 Thanksgiving Day
 Christmas Day
 Memorial Day
 Labor Day
 Independence Day
 Juneteenth

Contractor shall observe any or all of the above-mentioned Holidays by suspension of collection service on the holiday if such Holiday occurs on Monday through Friday, but such suspension does not relieve the Contractor of its obligation to provide collection service at least once per week (Monday - Saturday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

4.4.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Agreement. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contractor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours from the complaint, unless the complaint was received on a Weekend or a Holiday (or outside normal business hours), then the complaint shall be resolved by the end of the second business day following the day the complaint was received.

4.4.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

- 4.4.2.1 Identification number
- 4.4.2.2 Date and time of initial call
- 4.4.2.3 Date and time of any follow up call(s)
- 4.4.2.4 Customer name, service address, and phone number
- 4.4.2.5 Type of service request or complaint
- 4.4.2.6 Contractor contact by whom service request or complaint was received

4.4.3 Contractor will issue a report or ticket for each complaint. Upon resolution

of the customer complaint, Contractor will close the report or ticket and enter the results into call center database within twenty-four (24) hours of receipt of a customer complaint, except if the complaint is received on a Sunday or a Holiday then by the end of the next business day. The closed work order information will include all of the above data, plus:

- 4.4.3.1 Contractor's determination as to legitimate or non-legitimate service request or complaint
- 4.4.3.2 Action taken to satisfy request or resolve complaint
- 4.4.3.3 Date of communication with Customer
- 4.4.3.4 Date and time of action taken

4.4.4 Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the City simultaneously as data is entered into the record.

4.4.5 Contractor shall summarize work orders and complaints on a monthly basis.

4.5 Collection Equipment and Personnel- The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office- The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient toll free or local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days. Contractor's current Customer Service phone number is 404-794-6707.

4.7 Access- The Contractor shall be required to provide collection services to all Residential Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant.

4.8 Nuisances

The Contractor shall utilize all commercially reasonable efforts to avoid the creation of nuisance conditions, caused by conditions or events that occur if Contractor is negligent either through its acts or omissions while collecting refuse with respect to surface litter, noise or dust inconsistent with conditions reasonably anticipated in the ordinary course of the operation of refuse collection. Should any such nuisance condition occur as described above while Contractor is providing the Work hereunder the Contractor shall expeditiously remedy the condition and hold the City harmless from any loss or expense related thereto.

Section 5.0- Compensation

5.1 Rates of Compensation for the first year shall be set forth in **Exhibit A**, attached hereto and made a part hereof. These rates may be adjusted as provided below.

5.2 The Rates to be charged for the second and subsequent years of this Agreement or any extension thereof shall be increased annually as follows:

After first year:	5%
After second year:	5%
After third year:	5% (if Agreement is renewed)
After fourth year:	5% (if Agreement is renewed)

5.3 In addition to the annual adjustment provided in Section 5.2 above, the Rates may, upon written request of Contractor, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

5.3.1 Uncontrollable Circumstance (see Section 9);

5.3.2 Changes in Applicable Law that become effective after the Effective Date of this Agreement;

5.3.3 Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the collection services;

5.3.4 Changes in baseline assumptions, such as changes in volumes collected;

5.3.5 Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or

5.3.6 Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests a Rate adjustment pursuant to this Section, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and

accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall render a decision on all Rate adjustment requests made under this paragraph within ninety (90) days of Contractor's request, and, if approved by the City, the adjusted rates shall be deemed to take effect as of the date of Contractor's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall render a decision on the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to service recipients by the date the same are effective.

In the event the City fails to approve a Rate adjustment request and after a 90-day negotiation period the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.4 Notwithstanding the foregoing, each party reserves the right to annually renegotiate all rates hereunder based on actual tonnage collected and the actual costs for the previous year. In the event the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.5 The Contractor shall invoice the City during the month following the month in which the services are rendered under the terms of this Agreement. The City shall pay all amounts due within thirty (30) days of receipt of the invoice from the Contractor. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients. The City shall provide an updated Service Recipient count yearly, after tax statements have been mailed and before the 31st of December.

Section 6.0- Liquidated Damages

Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting from the actions or omission of the Contractor within 24 hours after Contractor's receipt of report shall be considered a violation of this Agreement, subject to the liquidated damages below. Any damages assessed will be provided to the Contractor within 30 days of the end of the month in which they occurred. Any damages assessed outside of this timeframe will not be collected by the City from Contractor.

The parties agree that injury to the City caused by such a violation will be difficult or impossible to estimate accurately and the amount of damages set forth below for each violation are reasonable estimates of the City's probable losses. Therefore, for the purpose

of computing damages under this Agreement, the City may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

6.1 Failure to clean up solid waste spilled from any vehicle of the Contractor resulting from loading and/or transporting by the close of the same business day of Contractor's receipt of report, per occurrence: \$150 each for the first ten complaints within a calendar week, thereafter \$300 for each additional complaint during the same calendar week.

6.2 Failure to collect material from a Service Unit by the close of the next business day after Contractor's receipt of report, per occurrence: \$150 each for the first ten missed collections within a calendar week, thereafter \$300 for each additional missed collection during the same calendar week.

6.3 Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six-month period) per occurrence: \$150 for the first chronic occurrence and \$300 for each additional chronic occurrence thereafter. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to this subsection 6.3 until three additional problems have been reported. Nothing in this section precludes the City from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.

6.4 Failure to provide collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied by the close of the next business day after Contractor's receipt of report— per occurrence: \$150 each for the occurrence and thereafter \$300 for each additional occurrence.

6.6 Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks by the close of the same business day of Contractor's receipt of report, per occurrence: \$150. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable.

6.8 Failure of the Contractor to replace any damaged container at any Service Unit within five (5) business days – per occurrence: \$100.

6.9 Failure to repair damage to the property at any Service Unit within a reasonable amount of time based on the circumstances of such damage: \$300.

6.10 Failure of the Contractor to ensure that each equipment operator is properly licensed: \$300 per occurrence.

Section 7.0- Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion, or national origin.

Section 8.0- Indemnity and Warranty

8.1 - Contractor agrees to indemnify, defend and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the City of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the City shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the City's right to indemnification hereunder except to the extent that the Contractor is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the City when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the City of its intent to do so, and the City shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the City of its election as herein provided or contests its obligation to provide indemnification under this agreement, the City may pay, compromise, or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the City shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the City and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the City shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to indemnify or hold the City harmless for, any such damages caused by acts or omissions of the City or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms

of this Agreement for the benefit of the City.

8.2 - Contractor warrants that the Work to be performed will conform in all respects with the requirements, schedules and exhibits set forth in this Agreement; will be performed in a manner consistent with the generally-accepted level of care and skill ordinarily exercised by businesses performing Work of a similar nature, considering state-of-the-art standards and Governmental Requirements existing at the time the Work are performed; and will be performed safely, lawfully, efficiently and properly. Contractor further warrants and represents that it has the labor, materials, tools, and equipment to perform the work required by this Agreement.

Section 9.0- Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to (1) Uncontrollable Circumstances as defined above, or (2) compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as “Force Majeure Event”). In addition, the performance required under this Agreement does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed because of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 10.0 – Licenses, Taxes and Compliance

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by any governmental entity. In addition to safety requirements imposed by applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property, the Contractor shall comply with all reasonable safety requirements imposed by the City and will conduct its operations in a safe manner. The Contractor shall be liable to the City for any additional costs the City incurs as a result of the Contractor's failure to operate safely.

Section 11.0 – Term

The term of this Agreement shall be for three (3) years, commencing on the 1st day of January 2023 and ending on the 31st day of December 2025, unless earlier terminated or renewed as provided herein. This Agreement will automatically renew for additional successive two-year periods unless terminated by either party at least one hundred eighty (180) days before the renewal date.

Section 12.0 - Reports

12.1 The Contractor shall report immediately to the City any injury to any member of the public, or to employees or agents of the Contractor or subcontractors while providing work hereunder and hold the City harmless therefrom. In the event of accidents involving damage to real or personal property or any spillage that Contractor is aware of, the Contractor shall, as soon as possible, but in no instance later than twenty-four (24) hours, notify the City's Director of Public Works verbally. The Contractor shall prepare a detailed written report documenting the accident or spillage and provide this report to the City's Director of Public Works by email within three (3) days.

12.2 Upon written request by the City, Contractor shall within 30 days of such request provide various reports to the City as may be required from time to time, including but not necessarily limited to:

12.2.1 A report of observed potential code violations at Commercial and Residential Premises, such report including the type of violation, address, and any other information that would aid the City in addressing such violations.

12.2.2 Total tonnage reports of solid waste disposed within the timeframe set forth in any request, identified by source and type.

12.2.3 Reports on Customer complaints with a description of the problem and the resolution of the problem.

12.2.4. At least quarterly, a franchise fee report showing Contractor' gross receipts, commercial customer list, commercial customer address and level of service for each commercial customer.

12.3 In the event of an equipment failure or other circumstances that interrupt normal waste collection by the Contractor, the Contractor shall notify the City's Director of Public Works within one (1) hour of the start of the failure or other circumstance. Notification attempts shall continue until the emergency contact acknowledges receipt of the message. A formal, written report detailing the facts regarding the circumstances, and the corrective measures taken, shall be provided to the City within one week of its occurrence.

Section 13.0 - Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES LIMITS OF LIABILITY

Workers' Compensation Statutory-Minimum \$100,000/accident
 Employer's Liability \$1,000,000
 Bodily Injury Liability \$1,000,000 each occurrence
 Except Automobile \$1,000,000 aggregate
 Property Damage Liability \$1,000,000 each occurrence
 Except Automobile \$1,000,000 each occurrence
 Automobile Bodily Injury \$1,000,000 each person
 Liability \$1,000,000 each occurrence
 Automobile Property Damage Liability \$1,000,000 each occurrence
 Excess Umbrella Liability \$2,000,000 each occurrence

Section 14.0 – Bond

14.1 Performance Bond

14.1.1 The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the anticipated annual revenue of the Agreement.

14.1.2 The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

14.1.3 The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

14.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 15.0 – City Streets, Roads and Bridges

Contractor must promptly repair damage or injury to City property, road, right of way, bridges, curbs or other structures caused by or arising out of Contractor's negligence or misconduct while providing the services herein. Such repair should restore

the City's property, road, right of way, bridges, curbs or other structures to a condition at least equal to that which existed immediately prior to the damage.

Section 16.0 – Compliance with Law

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the local, state and federal governments provided, however that the Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement.

Section 17.0 Assignments

The Contractor may not assign this Agreement or subcontract any portion of this Agreement without the prior written consent of the City, except to a wholly owned direct or indirect subsidiary of Waste Management, Inc. The City may not assign this Agreement except to a legislatively created regional solid waste collection and removal authority.

Section 18.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection, disposal and recycling service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential and Commercial collection, disposal and recycling service to all Residential Premises and businesses in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection, disposal and recycling services during the term hereof or any renewal terms.

Section 19.0 – Ownership

Title to and ownership of the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in any vehicle under control of the Contractor.

Section 20.0- Termination

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein and does not cure said breach or default within fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: (a) in the event said default is as a result of non-payment, the other party may, at its option, immediately suspend performance under this Agreement until payment is rendered and if non-payment remains un-cured sixty (60) days after the fifteen (15) days in which to cure, the other party may, at its option, terminate the Agreement; (b) in the event of any other

breach or default, the other party may: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least one hundred eighty (180) days after the fifteen (15) days in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. This Termination provision shall also be applicable to commercial services provided by Contractor.

Section 21.0 – Miscellaneous Provisions

21.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

21.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect. Amendments to the terms and conditions of this Agreement may only be made with the mutual consent of both City and Contractor when it is in the interest of both parties. All modifications of this Agreement shall not be valid unless in writing and signed by both parties.

21.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

21.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

21.5 City's Authority

The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

21.6 Notices

All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by United States Postal Service, postage prepaid, by certified mail, return receipt requested, or by any nationally known overnight delivery service, or by courier hand delivery, provided a receipt is obtained therefore. All notices shall be deemed to have been given three (3) days after deposit in the United States Postal Service or upon delivery if sent by overnight delivery service or courier. All notices shall be addressed to the party at the address below:

To Contractor: Georgia Waste Systems, LLC
1571 Burks Drive
Lake City, Georgia 30260
Attention: Alan Owens

With a copy to: Waste Management Legal
1800 North Military Trail
Boca Raton, FL 33431
Attention: Christina DeAngelis, Esq.

To City: City of Forest Park
Attn: City Manager
745 Forest Parkway
Forest Park, Georgia 30297

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section. A notice or other communication under this Agreement shall not be ineffective solely because a copy recipient, as indicated above, did not receive such copy. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

21.7 Cumulative Rights; No Waiver.

Except as otherwise expressly set forth in this Agreement, all rights, powers and

privileges conferred hereunder upon the parties are cumulative, but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, constitutes a waiver of any party's right to demand exact compliance with the terms hereof.

21.8 Construction.

The captions of each Article, Section and subsection of this Agreement and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and must not be construed to limit or change the meaning of the language of this Agreement taken by Section or as whole. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected thereby and each term, covenant, or condition of this Agreement are valid and will be enforced to the fullest extent permitted by law. The parties acknowledge that the parties and their counsels have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

21.9 Counterparts.

This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any party to any counterpart of this Agreement may be appended to any other counterpart of this Agreement.

21.10 Exhibits.

All of the Exhibits referred to in this Agreement are incorporated herein by reference and form a party of this Agreement for all purposes.

21.11 Authorized Representatives.

The City's representatives are the City Manager and the Director of Public Works. Contractor must designate in writing one person to serve as its representative in all dealings with City.

Section 22.0 – Transition

22.1 To provide for an orderly transition from the City's existing services to the services provided under this Agreement, Sections 3, 4, 5, 6 and 12 shall take effect on March 1, 2023,

with all other Sections taking effect immediately. The Parties agree that the terms of that certain Residential and Commercial Solid Waste Collection, Disposal and Recycling Agreement, dated July 1, 2019 by and between the City and the Contractor pertaining to services and compensation shall remain in full force and effect until February 28, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

THE CITY OF FOREST PARK:

Mayor

ATTEST:

Clerk

(SEAL)

GEORGIA WASTE SYSTEMS, LLC.

By: _____

Name: _____

Title: _____

ATTEST:

File Attachments for Item:**4. Council Discussion of a CCE Contract Lobbying Services – Chief Executive Offices****Background/History:**

The Clayton County cities, Clayton County and Clayton County School District (CCPS) have been engaged in opposing the loss of general sales taxes on aviation fuels since 2016. We have been working since 2016 to try to reverse the FAA's policy. We have had multiple bills and amendments filed in Congress by our delegation. This past Congress, we were finally successful in getting bills introduced in both the House and Senate. The House bill (H.R. 3618) was sponsored by Rep. Grace Napolitano (D-California) and was co-sponsored by our entire House delegation, Reps. David Scott, and Nikema Williams. The Senate companion bill (S. 2859) was sponsored by Senators Raphael Warnock and Jon Ossoff.

The Clayton County Entities lobby scope was and is to advocate for legislation to restore the local general sales tax on aviation. The Hartwell 2019 contract was for \$2,800 per month and was split based on LOST tax distribution; the Clay 2020-21 contract was for \$3,000 per month and the 2022 contract was for \$3,500 and is split based on LOST distribution. The 2023 contract is proposed to remain at the \$3,500 amount and the allocation of the lobby fee would be split. The City of Forest Park would be responsible for 5.86% or \$205.10 monthly, of the contract based on the LOST distribution.

All Clayton County cities, CCPS and Clayton County participated in the 2019 contract except College Park and Forest Park; all cities, CCPS and Clayton County participated in the 2020-2022 contract except the City of Morrow.

The city manager is seeking direction of the governing body on how we would like to proceed in this matter.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion of a CCE Contract Lobbying Services – Chief Executive Offices

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: January 30, 2023

Work Session Date: February 06, 2023

Council Meeting Date: February 06, 2023

Background/History:

The Clayton County cities, Clayton County and Clayton County School District (CCPS) have been engaged in opposing the loss of general sales taxes on aviation fuels since 2016. We have been working since 2016 to try to reverse the FAA's policy. We have had multiple bills and amendments filed in Congress by our delegation. This past Congress, we were finally successful in getting bills introduced in both the House and Senate. The House bill (H.R. 3618) was sponsored by Rep. Grace Napolitano (D-California) and was co-sponsored by our entire House delegation, Reps. David Scott, and Nikema Williams. The Senate companion bill (S. 2859) was sponsored by Senators Raphael Warnock and Jon Ossoff.

The Clayton County Entities lobby scope was and is to advocate for legislation to restore the local general sales tax on aviation. The Hartwell 2019 contract was for \$2,800 per month and was split based on LOST tax distribution; the Clay 2020-21 contract was for \$3,000 per month and the 2022 contract was for \$3,500 and is split based on LOST distribution. The 2023 contract is proposed to remain at the \$3,500 amount and the allocation of the lobby fee would be split. The City of Forest Park would be responsible for 5.86% or \$205.10 monthly, of the contract based on the LOST distribution.

All Clayton County cities, CCPS and Clayton County participated in the 2019 contract except College Park and Forest Park; all cities, CCPS and Clayton County participated in the 2020-2022 contract except the City of Morrow.

The city manager is seeking direction of the governing body on how we would like to proceed in this matter.

Cost: \$ 3,000

Budgeted for: Yes No

Financial Impact: The city currently participates in the lobbying contract.

Action Requested from Council:

Approval of continuing our portion of the joint lobbying contract is recommended.



CONTRACT

FINCHER DENMARK LLC, on behalf of CLAYTON COUNTY ENTITIES

AND

CARPI & CLAY, INC.

This is a Professional Services Contract between Fincher Denmark LLC, on behalf of the Clayton County Entities (CCE) and Carpi & Clay, Inc. (Consultant)

Fincher Denmark LLC and Consultant agree to the following terms:

- 1. DUTIES OF CONSULTANT:** Consultant will provide federal government relations and consulting services working to restore the ability of CCE to retain revenues from general sales taxes on aviation fuels.
- 2. TERM OF THE CONTRACT:** The term of this contract shall be for a four-month period commencing February 1, 2023 and ending January 31, 2024 unless the parties by mutual agreement extend the contract.
- 3. COMPENSATION BY FINCHER DENMARK LLC OF CONSULTANT:** The compensation by Fincher Denmark of Consultant shall be a \$3,500 per month retainer. Such compensation shall be paid on a monthly basis upon receipt of monthly invoices from Consultant.
- 4. CONSULTANT EXPENSES:** The retainer in Paragraph 3 shall be the entire compensation for Consultant, including all expenses incurred by Consultant in the normal course of business. Exception: For travel outside of Washington, D.C., incurred by Consultant for CCE, which is approved by CCE, Consultant shall be reimbursed for reasonable and necessary travel expenses directly incurred.

The following individuals shall serve as the primary points of contact, unless otherwise agreed by the parties:

Fincher Denmark

Winston A. Denmark, Managing Partner
8024 Fair Oaks Court
Jonesboro, GA 30236
(770) 478-9950
wdenmark@fincherdenmark.com

Carpi & Clay, Inc.

Channon Hanna, Principal
601 New Jersey Avenue, NW Suite 300
Washington, DC 20001
(202) 822-8311
channa@carpiclay.com

Agreed to by:

Winston A. Denmark, Managing Partner
Fincher Denmark LLC

Date

Kenneth Carpi, Managing Partner
Carpi & Clay, Inc.

Date

File Attachments for Item:**5. Council Discussion on Zaxby's Request for Waiver Letter – Economic Development Department****Background/History:**

The Forest Park Development Authority sold the site on Main Street next to the fountain to a developer for a Zaxby's restaurant. Zaxby's has obtained permits to build the restaurant from the Forest Park Planning Department and has complied with all special Main Street District regulations. To begin developing the site, Zaxby's submitted water management permits to Clayton County Water Authority. The Authority has put conditions on the site development which Zaxby's reports they are unable to fulfill. CCWA has given Zaxby's guidance that a waiver letter provided by City of Forest Park to the Authority would allow the development to proceed. Zaxby's is requesting a waiver letter from the City. Zaxby's and the city engineer are present for discussion regarding the issuance of the waiver letter.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Zaxby's Request for Waiver Letter – Economic Development Department

Submitted By: Danita Hamid

Date Submitted: January 31, 2023

Work Session Date: February 6, 2023

Council Meeting Date: February 6, 2023

Background/History:

The Forest Park Development Authority sold the site on Main Street next to the fountain to a developer for a Zaxby's restaurant. Zaxby's has obtained permits to build the restaurant from the Forest Park Planning Department and has complied with all special Main Street District regulations. To begin developing the site, Zaxby's submitted water management permits to Clayton County Water Authority. The Authority has put conditions on the site development which Zaxby's reports they are unable to fulfill. CCWA has given Zaxby's guidance that a waiver letter provided by City of Forest Park to the Authority would allow the development to proceed. Zaxby's is requesting a waiver letter from the City. Zaxby's and the city engineer are present for discussion regarding the issuance of the waiver letter.

Cost: \$ none

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

Approval to provide Zaxby's with a waiver letter for Clayton County Water Authority in order to proceed with the development of the restaurant on Main Street.

File Attachments for Item:**6. Council Discussion on Clayton County Water Authority (CCWA) Stormwater Management –
Legislative Office****Background/History:**

The Clayton County Water Authority is charged with ensuring that the City of Forest Park, as well as six other municipalities, remain in compliance with the National Pollutant Discharge Elimination Systems Municipal Separate Sewer System (MS4) permit. This permit is regulated by the Georgia Environmental Protection Division (GA EPD), and as part of CCWA responsibilities they are to review plans submitted to the city for new developments and/or redevelopments to ensure they adequately address stormwater mitigation.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion Clayton County Water Authority (CCWA) Stormwater Management – Legislative Office

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: January 31, 2023

Work Session Date: February 06, 2023

Council Meeting Date: February 06, 2023

Background/History:

The Clayton County Water Authority is charged with ensuring that the City of Forest Park, as well as six other municipalities, remain in compliance with the National Pollutant Discharge Elimination Systems Municipal Separate Sewer System (MS4) permit. This permit is regulated by the Georgia Environmental Protection Division (GA EPD), and as part of CCWA responsibilities they are to review plans submitted to the city for new developments and/or redevelopments to ensure they adequately address stormwater mitigation.

Cost: \$ 0

Budgeted for: Yes No

Financial Impact:

N/A

Action Requested from Council:

N/A



CLAYTON COUNTY
Water
AUTHORITY
**STORMWATER UTILITY
OVERVIEW**



What is stormwater?

Runoff from impervious surfaces such as driveways, parking lots and rooftops

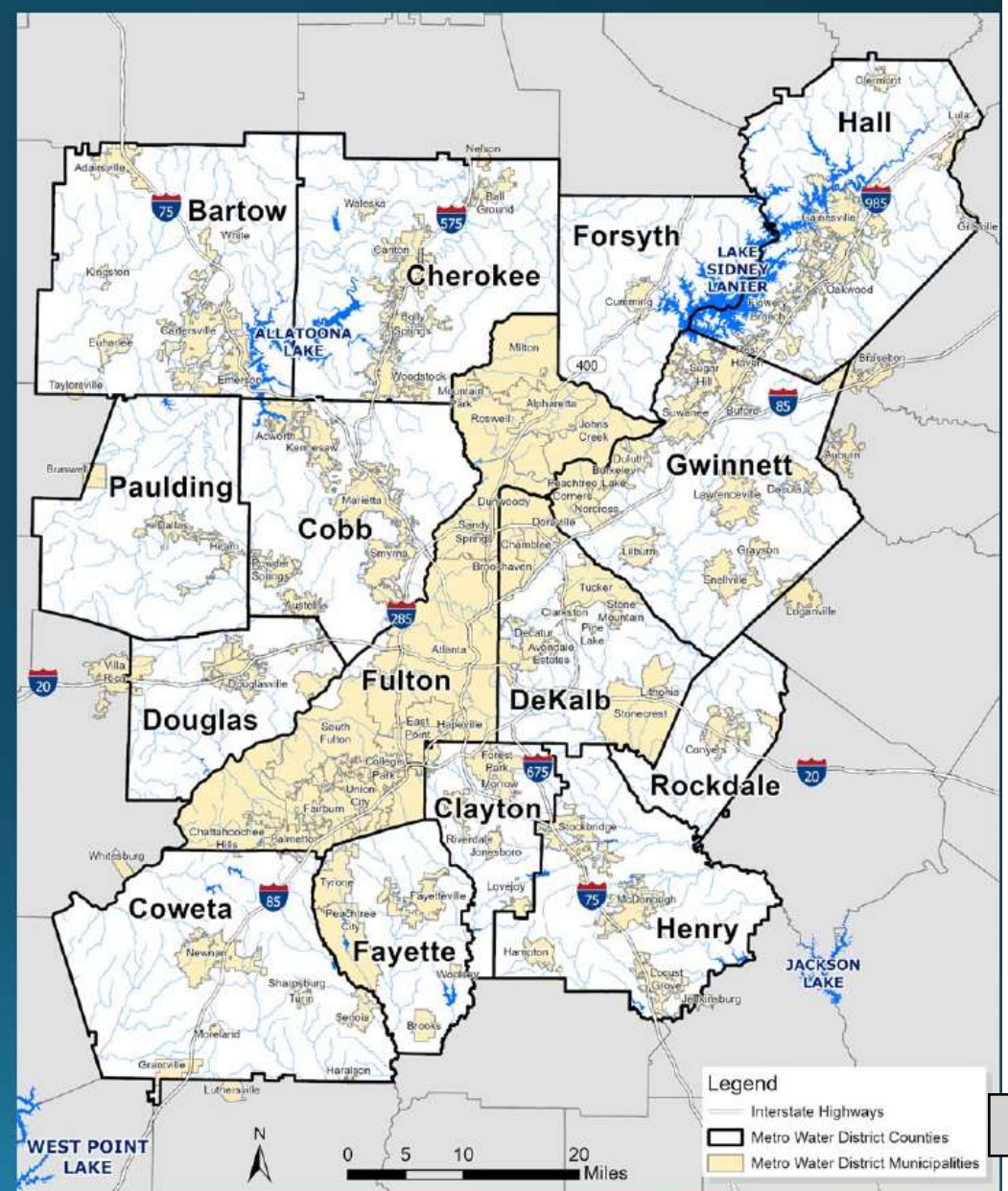


Metropolitan North Georgia Water Planning District

AKA "MNGWPD"

AKA "The District"

<https://northgeorgiawater.org/>

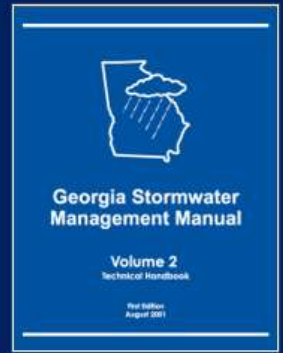


A Brief History



2001

Atlanta Regional Commission (ARC) introduces the first GA Stormwater Management Manual (GSMM)



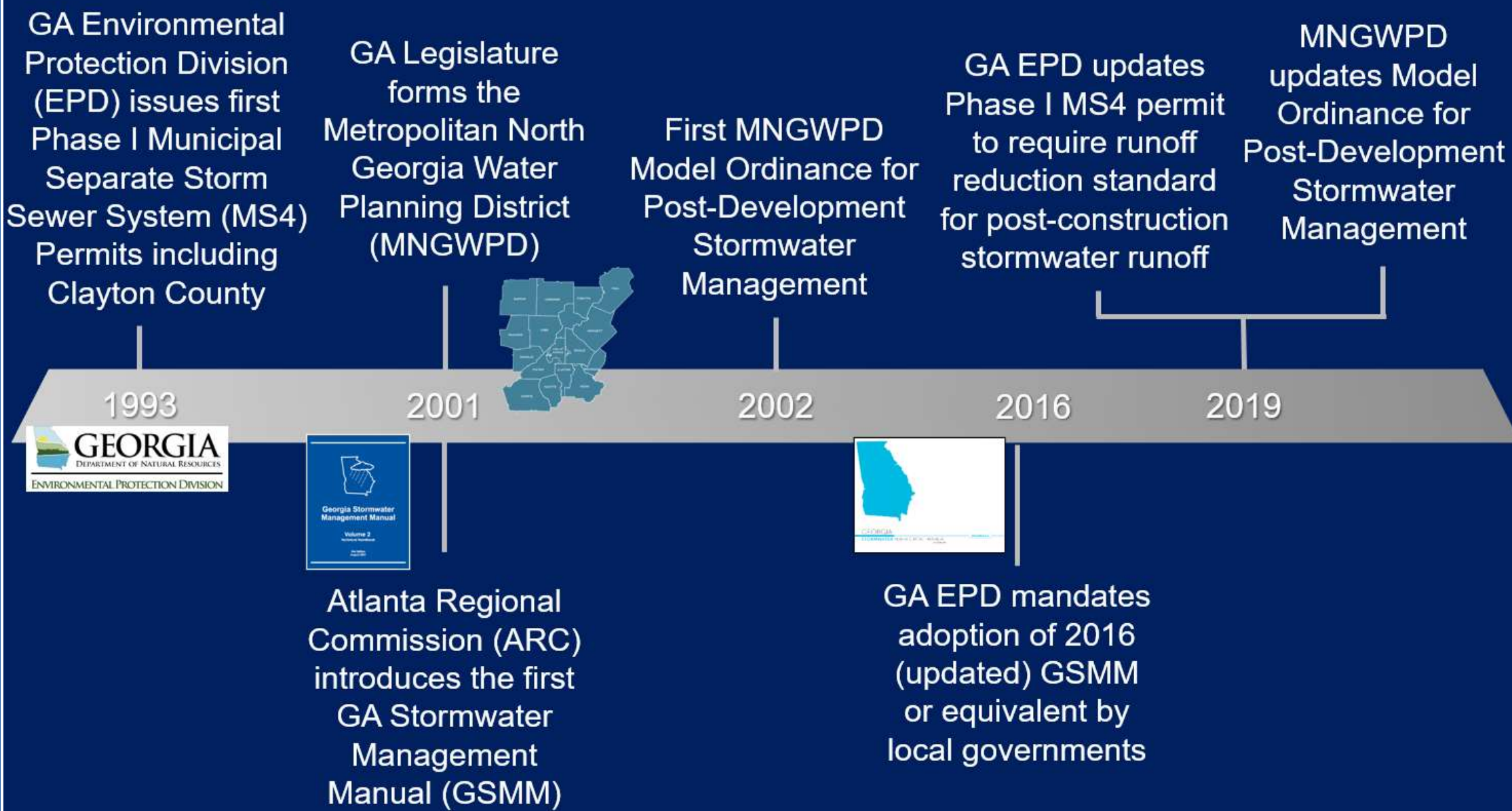
2015

ARC engages stakeholders to develop the 2016 GSMM



2016

GA Environmental Protection Division (EPD) mandates adoption of 2016 GSMM or equivalent by local governments



Clayton County Water Authority Stormwater Utility

■ History

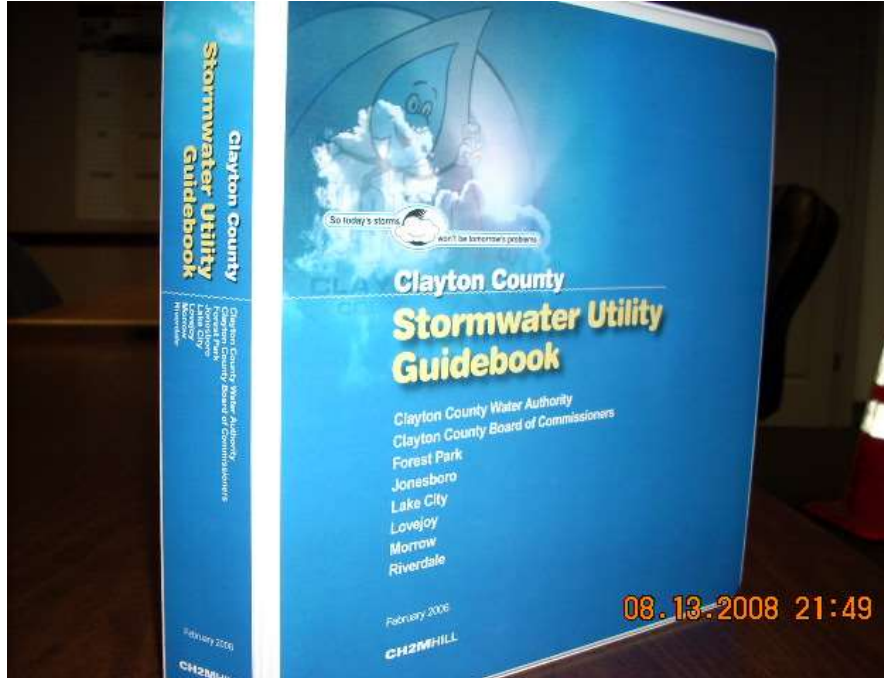
- November 2003 – County Commission request CCWA take lead in evaluating the best way to manage and fund Stormwater related issues
- March 2004 – 6 Cities joined the Feasibility Study
- August 2004 – Feasibility Study Completed
 - Recommended a dedicated funding source be established by developing a Stormwater Utility
 - Recommended that CCWA would be the best agency to manage The Utility

Clayton County Water Authority Stormwater Utility

- **Intergovernmental Agreement**
 - 2005 Adoption
 - Defined responsibilities amongst CCWA and County/Cities
 - Referenced Stormwater Utility Guidebook for further responsibilities
 - Negotiations included credits for infrastructure donations

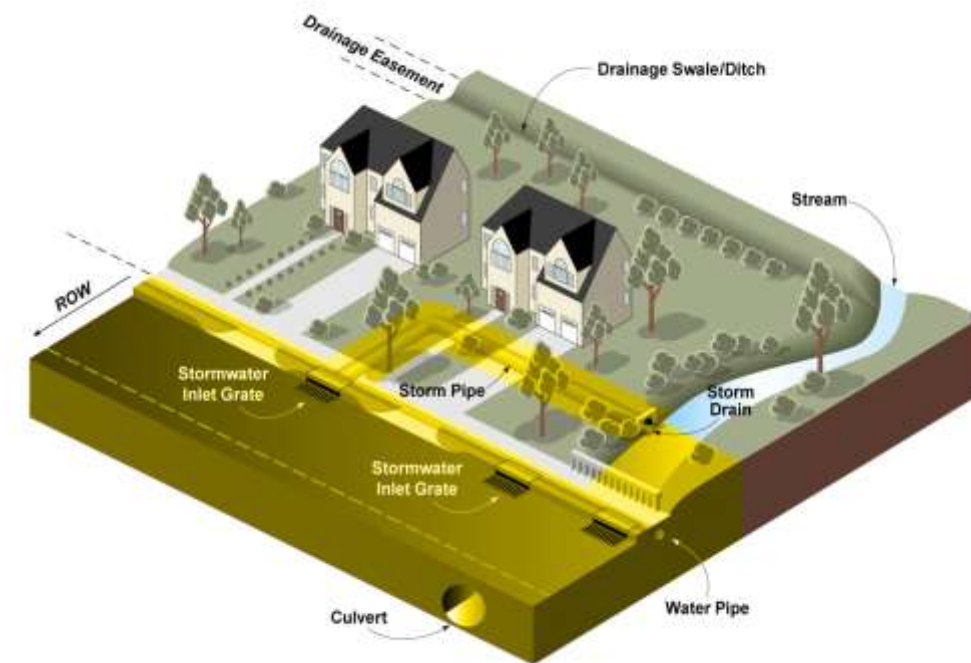
- **Stormwater Utility Guidebook**
 - 2006 Adoption (Updated 2020)
 - Established operating policies

- **Stormwater Ordinance**
 - 2006 Adoption
 - Legal tool for public compliance and enforcement



Clayton County Water Authority Stormwater Utility

- Model Ordinances
 - Post Development
 - Floodplain Management
 - Erosion & Sedimentation Control
 - Stream Buffer Protection
 - Conservation Subdivision
 - Illicit Discharge/Illegal Connection
 - Litter Control



Clayton County Water Authority Stormwater Utility

- Began billing and administrative services in May 2007
- Full maintenance services began July 1, 2007
- Provides stormwater management services to:
 - Forest Park
 - Jonesboro
 - Lake City
 - Lovejoy
 - Morrow
 - Riverdale
 - Unincorporated areas of Clayton County



The big question: *What services are provided by the Stormwater Utility?*



Stormwater Utility services include:



- Construction plan reviews and inspections
- Maintenance, repair and replacement of stormwater infrastructure within the road right-of-way, and directly connected to the right-of-way

Stormwater Utility services include:

- Illicit discharge/illegal connection inspections
- Floodplain management
- Public education/public involvement
- Watershed improvement activities

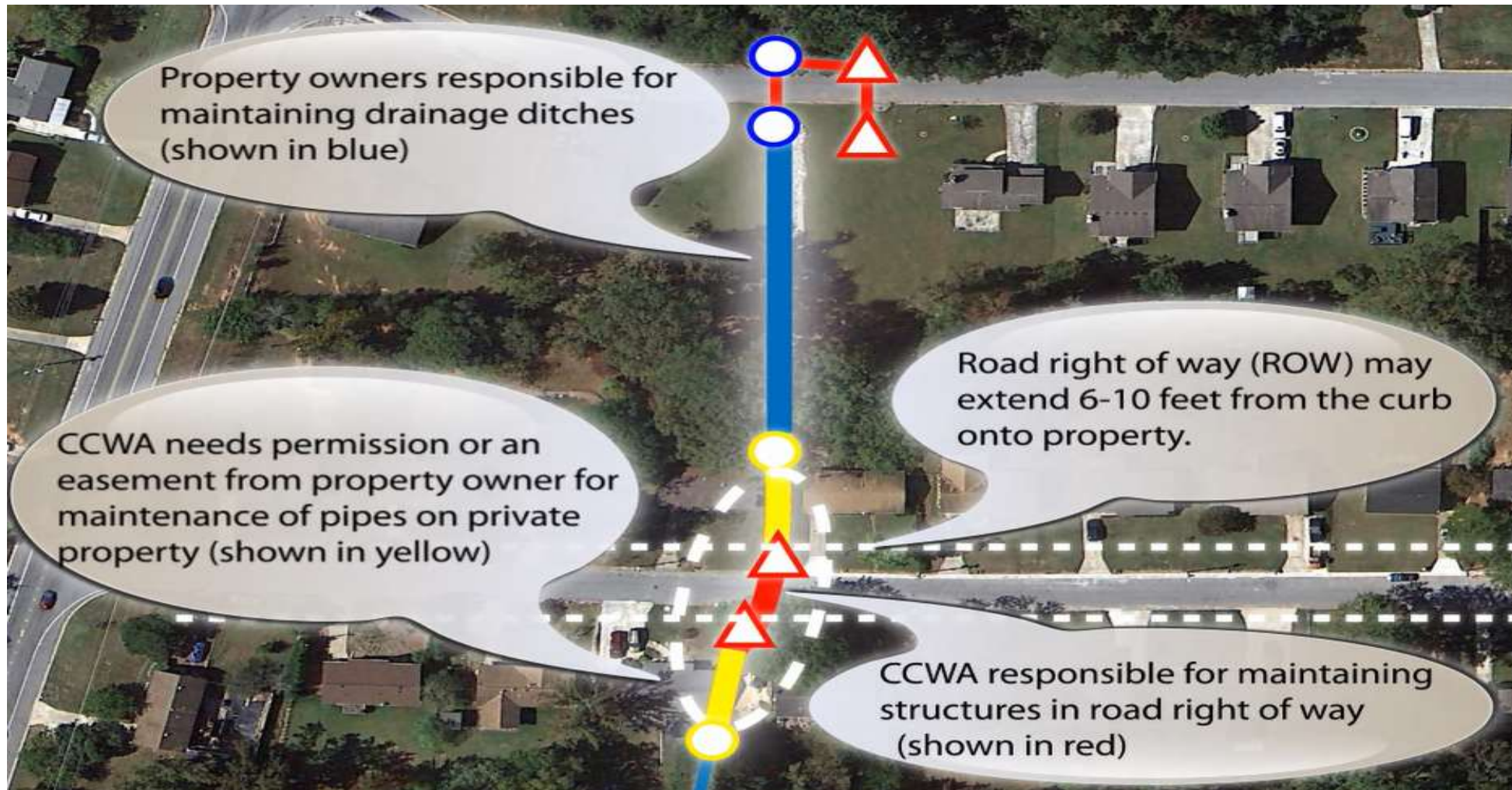


Responsibilities of property owners and local jurisdictions:

- Maintain or clean curb and gutter
- Clean or mow roadside ditches



Another look at the Stormwater Utility service area



You spoke, We listened!

Your Top 3 Constituent Concerns



What are Stormwater Utility fees used for?

Stormwater utility fees are dedicated exclusively to stormwater management activities



You spoke, We listened!

Your Top 3 Constituent Concerns



Who is responsible for neighborhood detention and retention pond maintenance?



- **The Homeowners Association or the developer are typically responsible**
- **For unfinished subdivision ponds, the developer or the bank holding the lots is responsible**

You spoke, We listened!

Your Top 3 Constituent Concerns



Who is responsible for overflowing stormwater pipes or inlets?

- **Overflows from stormwater facilities within or directly connected to the right-of-way are the responsibility of the Stormwater Utility**
- **All other overflows are the responsibility of the property owner or another jurisdiction**



Stormwater Utility customers receive a true return on their investment



- Stormwater Utility staff responded to more than 1,225 stormwater calls during FY 2020-2021
- Stormwater Utility staff addressed 1,995 stormwater work orders during FY 2020-2021

The CCWA Stormwater Utility is committed to the Clayton County community!

- Annual Household Hazardous Waste Amnesty Day
- Rivers Alive Stream Cleanup Event
- Stormwater and Water Quality Education

