



Shining Rock Classical Academy

Monthly Board Meeting

Published on July 21, 2025 at 4:38 PM EDT

Amended on July 22, 2025 at 5:01 PM EDT

Date and Time

Wednesday July 23, 2025 at 6:30 PM EDT

Location

SRCA

2150 Russ Avenue, Waynesville, NC 28786.

SRCA regular board meetings occur the 4th Wednesday of the month.

In person and remote.

Join Zoom Meeting

<https://us02web.zoom.us/j/83602558461?pwd=tjdBEUunKUXAaF1Vup0skuPrO28m0O.1>

Meeting ID: 836 0255 8461

Passcode: 799970

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:30 PM
A. Record Attendance			1 m
B. Call the Meeting to Order		Alyson Weimar	

	Purpose	Presenter	Time
C.	SRCA Mission Statement	Alyson Weimar	2 m
	Shining Rock Classical Academy cultivates critical thinking skills and fosters a lifelong love of learning through rigorous academics, experiential education, and our core values of Integrity, Respect, Compassion, Responsibility, Wisdom, and Leadership.		
D.	Announcements	Alyson Weimar	2 m
	Next Board Meeting - August 27 @ 6:30 pm at Russ Ave campus		
E.	Approve Minutes - Regular session	Approve Minutes Alyson Weimar	1 m
	Approve minutes for SRCA Regular Board Meeting on June 25, 2025		
F.	Approve minutes - Special Session 7/10	Approve Minutes Alyson Weimar	1 m
	Special session - to enter closed July 10, 2025. Purpose: To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. - Pursuant NC § 143-318.11 #3 in regards to FITZGIBBON vs SRCA et al. court ruling and next steps		
G.	Approve Minutes - Special session 7/16	Approve Minutes Alyson Weimar	1 m
	Board training - open session		
H.	Approve minutes - Closed session	Vote Alyson Weimar	2 m
	July 10, 2025 - Closed session - Pursuant NC § 143-318.11 #3 in regards to FITZGIBBON vs SRCA et al. court ruling and next steps		
	June 25, 2025 - Closed session- Pursuant to NCGS 143-318.11 #6 in regards to Personnel		
	Closed minutes provided to board members.		

II. Head of School Report**6:40 PM**

	Purpose	Presenter	Time
A. Behavior Tiers Update and Vote	Vote	Joshua Morgan	10 m
B. Code of Conduct 2025 Handbook	FYI	Joshua Morgan	5 m
C. Staff handbook	FYI	Joshua Morgan	5 m
D. Athletic Handbook 25-26	Vote	Joshua Morgan	7 m
E. Public Records Monthly Update	FYI	Joshua Morgan	10 m
List of current public record requests, requester, fulfillment status			
III. Policy Committee			7:17 PM
A. Policies Presented for 1st Read	Discuss	Larry Davis	8 m
IV. Finance Committee			7:25 PM
A. Finance Report	Discuss	Rob Gevjan	10 m
V. Academic Committee			7:35 PM
A. updates	FYI	Alyson Weimar	1 m
VI. School Culture / NEST Committee			7:36 PM
A. Updates	FYI	Josh Sims	5 m
VII. Transportation & Facilities Committee			7:41 PM
A. Updates	FYI	Benjamin Weimar	10 m
B. Lunch Program Update and Approvals	Vote	Todd Sessoms	10 m
VIII. Renewal of Contracts/Retainers			8:01 PM
A. Katy Ridnour	Vote	Alyson Weimar	10 m
Discuss and vote			
B. Legal council	Vote	Alyson Weimar	10 m
IX. Closed session			8:21 PM

	Purpose	Presenter	Time
A. Personnel report	Discuss	Alyson Weimar	10 m
X. Closed session summary and votes			8:31 PM
A. Summary	FYI	Alyson Weimar	1 m
XI. Other Business			8:32 PM
A. Board positions Secretary - Vote	Vote	Alyson Weimar	2 m
B. Board Positions Chair / disclosure	Vote	Alyson Weimar	2 m
XII. Closing Items			8:36 PM
A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes - Regular session

Section:	I. Opening Items
Item:	E. Approve Minutes - Regular session
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for SRCA Regular Board Meeting on June 25, 2025

APPROVED



Shining Rock Classical Academy

Minutes

SRCA Regular Board Meeting

Date and Time

Wednesday June 25, 2025 at 6:30 PM

Location

2150 Russ Ave, Waynesville NC 28786

Directors Present

A. Adeleke (remote), A. Weimar (remote), A. Wilkins, B. Buckelew, B. Mullinix (remote), J. Sims, L. Davis (remote), R. Gevjan

Directors Absent

S. Messer

Ex Officio Members Present

J. Morgan

Non Voting Members Present

J. Morgan

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

A. Weimar called a meeting of the board of directors of Shining Rock Classical Academy to order on Wednesday Jun 25, 2025 at 6:36 PM.

C. SRCA Mission Statement

D. Approve Minutes

L. Davis made a motion to approve the minutes from SRCA Regular Board Meeting on 05-28-25.

R. Gevjan seconded the motion.

The board **VOTED** to approve the motion.

E. Announcements

Next meeting July 23rd

II. Head of School Report

A. Behavior Tiers Update

- K-5 draft
- 6-12 draft
- Goal is to be fair to students, to give teachers the support they need, and to put appropriate responsibility on the parents
- Josh Morgan requested feedback on this no later than next weekend; this request is more pressing than the review of the Code of Conduct draft

B. High School Athletic Association

- 3 distinct athletic associations
 - NC High School
 - NC Independent
 - Rabun Gap, for example
 - NC Charter
 - ICI, for example
- We are not allowed to join NC Independent and we would likely not be competitive in NC High School
- We would be most competitive in NC Charter and the membership fee is \$1000 and has already been accounted for in the budget

A. Wilkins made a motion to SRCA High School to join NC Charter.

J. Sims seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. AIG Plan 2025

- Codifies what we have been practicing for the last year
- Intended to be renewed and perhaps modified in the next couple of years

R. Gevjan made a motion to Approve the AIG Plan 2025.

J. Sims seconded the motion.

The board **VOTED** to approve the motion.

D. Code of Conduct 2025 - Draft

Josh Morgan requests that available board members review and provide feedback to him and Sara Jenkins within the next few weeks

III. Policy Committee

A. Review of Policy 4200

- Request to allow Shining Rock branded t-shirts has come up for consideration
 - Alyson recommends that a committee of 2-3 board members discuss this
 - We currently allow this informally on field trips and Fridays
 - Many opinions on this topic shows that more consideration is due

IV. Finance Committee

A. Finance Report

- How to handle deficits/surpluses year-to-year?
- Intend to invest ~\$500,000 into high yield instruments like CDs
- We are drawing from the funds balance to pay for the awning and sidewalk projects
- Until we can commit to a plan for lunch, we are not going to commit money in the budget
- We committed to another year with CSP and they offer many services
 - We would like to focus on HR

B. FY26 Budget Approve

- It seems that Raleigh will not be passing a state budget soon so we will assume the state budget of the last year
- If a state budget does pass, it is expected that revenues increase more than expenses
- We are missing expected revenue
- Expenses tallied up higher than initially tallied

- Free lunch not accounted for in budget as we have not received it yet
 - If we do, we expect to come out positive even considering accommodations to be made for the meals we receive
- Salaries
 - Bus driving and after school salaries revised to 0 as they were realized to be redundant having been captured elsewhere
 - Instructional Coach, Dir of Compliance, STEAM salaries corrected
 - The salary for the candidate approved last meeting is now accounted for
- Doubled high school supplies to \$10,000
- Corrected amounts for software and testing platforms
- Included estimation of interest accrued from high yield financial instruments
- A surplus of \$2,617.99 is expected, notable given conservative estimation of revenues and liberal estimation of costs
- Cash on hand remains at good level -- satisfies bond

A. Wilkins made a motion to Approve FY26 Budget.

A. Weimar seconded the motion.

The board **VOTED** unanimously to approve the motion.

V. Academic Committee

A. updates

no meetings in summer months

VI. School Culture / NEST Committee

A. Updates

SRCA Uniform Sale this Saturday on June 28 from 9 AM to 1 PM

VII. Transportation & Facilities Committee

A. Updates

Work scheduled for sidewalk and awning

VIII. Closed session

A. Closed Session

A. Wilkins made a motion to Enter closed session.

L. Davis seconded the motion.

Closed Session Pursuant to NCGS 143-318.11 (6): (6) **To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or**

prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

The board **VOTED** to approve the motion.

L. Davis made a motion to Exit closed session.

B. Mullinix seconded the motion.

The board **VOTED** to approve the motion.

IX. Other Business

A. Open floor: board members

B. Board positions

- Abbie W. board term ends on September 22, leaving open the vice-chair and secretary positions
- We are considering merging vice-chair and secretary into a single position
- Shane M. term ends in October.

X. Additional Voting Items

A. Personnel Report

L. Davis made a motion to approve closed session item 1 - personnel.

A. Weimar seconded the motion.

The board **VOTED** to approve the motion.

L. Davis made a motion to Approve item #2 of the closed session - personnel.

A. Weimar seconded the motion.

The board **VOTED** unanimously to approve the motion.

XI. Closing Items

A. Adjourn Meeting

A. Weimar made a motion to Adjourn meeting.

J. Sims seconded the motion.

The board **VOTED** to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:00 PM.

Respectfully Submitted,

J. Sims

Documents used during the meeting

- Behavior Tiers K-5 (REV DRAFT 2025).pdf
- Behavior Tiers 6-12 (REV DRAFT 2025).pdf
- SRCA AIG Plan 2025.pdf
- Student Code of Conduct (K-12) 2025 DRAFT.pdf
- 4200 Student Dress Code.pdf
- 03_BOARD_REPORT_2025_05_SHINING_ROCK_CLASSICAL_ACADEMY.pdf
- FY26 Annual Budget v2.pdf

[Minutes for SRCA Regular Board Meeting on May 28, 2025](#)

[Behavior Tiers K-5 \(REV DRAFT 2025\).pdf](#)

[Behavior Tiers 6-12 \(REV DRAFT 2025\).pdf](#)

[SRCA AIG Plan 2025.pdf](#)

[Student Code of Conduct \(K-12\) 2025 DRAFT.pdf](#)

[4200 Student Dress Code.pdf](#)

[03_BOARD_REPORT_2025_05_SHINING_ROCK_CLASSICAL_ACADEMY.pdf](#)

[FY26 Annual Budget v2.pdf](#)

Coversheet

Approve minutes - Special Session 7/10

Section:	I. Opening Items
Item:	F. Approve minutes - Special Session 7/10
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Special Called Meeting on July 10, 2025

APPROVED



Shining Rock Classical Academy

Minutes

Special Called Meeting

Date and Time

Thursday July 10, 2025 at 6:30 PM

Location

Remote via Zoom

SRCA Board of Directors

Date: June 16, 2025

Time: 7:00 PM

Location: Zoom

Purpose: To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. - Pursuant NC § 143-318.11 #3

Directors Present

A. Adeleke (remote), A. Weimar (remote), B. Buckelew (remote), J. Sims (remote), L. Davis (remote), R. Gevjan (remote), S. Messer (remote)

Directors Absent

A. Wilkins, B. Mullinix

Ex Officio Members Present

J. Morgan (remote)

Non Voting Members Present

J. Morgan (remote)

Guests Present

Andy Santinellio (remote), David Hostetler (remote), K. Ridnouer (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

A. Weimar called a meeting of the board of directors of Shining Rock Classical Academy to order on Thursday Jul 10, 2025 at 6:30 PM.

II. Closed session

A. Motion to move to closed session

L. Davis made a motion to move to closed session with an invitation to Hostetler, Santinellio, Ridnouer, Morgan.

R. Gevjan seconded the motion.

Purpose: To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.- Pursuant NC § 143-318.11 #3 in regards to FITZGIBBON vs SRCA et al. court ruling and next steps

The board **VOTED** to approve the motion.

Return from closed - no voting items

III. Closing Items

A. Adjourn Meeting

L. Davis made a motion to adjourn meeting.

A. Weimar seconded the motion.

The board **VOTED** to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:05 PM.

Respectfully Submitted,

A. Weimar

Coversheet

Approve Minutes - Special session 7/16

Section:	I. Opening Items
Item:	G. Approve Minutes - Special session 7/16
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Special Session on July 16, 2025

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Shining Rock Classical Academy

Minutes

Special Session

Open Meeting Law Training

Date and Time

Wednesday July 16, 2025 at 6:00 PM

Location

Remote

Alyson Weimar is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/82955807988?pwd=kYaILKYcgCR3nbXkaPPHBEbz8zkyX0.1>

Meeting ID: 829 5580 7988

Passcode: 658802

One tap mobile

+13017158592,,82955807988#,,, *658802# US (Washington DC)

+13052241968,,82955807988#,,, *658802# US

This meeting aims to incorporate the best practice of *annual review of Open Meeting laws* as we prepare for the 25-26 school year. Attorney David Hostetler is our invited presenter at this training.

Directors Present

A. Adeleke (remote), A. Weimar (remote), A. Wilkins (remote), B. Buckelew (remote), B. Mullinix (remote), J. Sims (remote), L. Davis (remote), R. Gevjan (remote), S. Messer (remote)

Directors Absent

None

Directors who arrived after the meeting opened

A. Wilkins, J. Sims, S. Messer

Guests Present

B. Weimar (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

A. Weimar called a meeting to order on Wednesday Jul 16, 2025 at 6:01 PM.

II. Training

A. Open Meeting laws annual training

Overview and discussion of document: [Open Government Rules for CS Boards_training outline.pdf](#)

A. Wilkins arrived at 6:11 PM.

S. Messer arrived at 6:14 PM.

J. Sims arrived at 6:14 PM.

III. Closing Items

A. Adjourn Meeting

R. Gevjan made a motion to adjourn.

L. Davis seconded the motion.

The team **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:31 PM.

Respectfully Submitted,

A. Weimar

Documents used during the meeting

- Open Meeting Law Quiz.pdf
- Charter School Public Information Coordinator ("PIC") Shortlist of Rules and Duties.pdf
- Open Government Rules for CS Boards_training outline.pdf

Coversheet

Behavior Tiers Update and Vote

Section:	II. Head of School Report
Item:	A. Behavior Tiers Update and Vote
Purpose:	Vote
Submitted by:	
Related Material:	Behavior Tiers K-5 2025.pdf Behavior Tiers MS +HS 2025.pdf



2150 Russ Avenue | Waynesville, NC 28786

Joshua Morgan, Head of School

Sara Jenkins, Lower School Director

TIER 1

Tier 1 behaviors are handled by the classroom teacher or the attending adult.

Tier 1 Behaviors	Actions
Examples: ● Teasing or derogatory remarks, ● Inappropriate hallway/assembly behavior, ● Unwanted Physical Contact (No Harm) ● Property Misuse ● Swearing, disrespect to other students, ● Use of personal electronics/Cell Phone Usage, ● Inappropriate use of school or personal electronics, ● Misuse of School Electronics ● Non-Compliance ● Dishonesty ● Disturbing The Learning Environment	In-class disciplinary measures may be: ● Redirection ● Verbal Warning ● Teacher conference with student ● Think sheet ● Teacher contacts parent via Parent Square ● Parent Conference ● Take a break in another room ● Classroom consequence as outlined in your classroom expectations (laps, lonely or silent lunch, loss of dojo) ● Restorative letters (Apology) ● Loss of privileges ● Conflict resolution with all involved Possible conference with an Administrator

TIER 2

Tier 2 behaviors are initially handled by the teacher or attending adult, but are also referred to the school admin team if they are repeat offenses and/or are becoming patterns.

Tier 2 Behaviors	Actions
● Repeated violations of Tier 1 Offences (5 or more times) ● Cheating, ● Disrespecting teachers or peers, ● Inappropriate contact/horseplay not resulting in harm, ● Overt defiance ● Public display of affection ● Possession of a lighter ● Possession of any personal item which distracts from teaching and learning of the classroom ● Leaving assigned area without permission ● Violation of technology agreement ● Violation of bus agreement ● Transient Threat– An elementary student threatening another student or staff member in a way that is unrealistic (students subject to a Behavioral Threat Assessment)	● Teacher contacts parents via Parent Square, phone (logged) or email, ● In Class disciplinary measures ● Silent Lunch or lunch detention ● Loss of privileges ● Spending time in a different classroom within the grade band ● Teacher mediation ● Conflict resolution (involve the counselor in this if violation dictates need for this) ● Behavioral threat assessment may be needed

TIER 3

Tier 3 behaviors are immediately referred to the school admin team.

Tier 3 Behaviors	Actions
● Repeat violations of Tier 2 (3 times) ● Abusive language to staff or students ● Physical aggression ● Cultural slurs; regardless of intent, ● Disruption of learning environments (stopping the progress of instruction) ● Vandalism or destruction of school property <\$100 ● Theft <\$100 ● Inappropriate representation of school off campus or at campus events, ● Excessive Public Display of Affection ● Abusive use of technology (personal or school-owned) ● Transient Threat – threatening another student or staff member in what that is unrealistic or minimal risk (Behavioral threat assessment may be required) ● Purposeful indecent exposure ● Possession/Use of tobacco, e-cigs or vapes with or without tobacco content (No CBD or chemical beyond nicotine)	● Administrative involvement ● Office Referral ● Financial Restitution ● School Service ● In School Suspension ● Out of School Suspension ● Involvement for the School Counselor ● Restriction on off school activities including but not limited to: ○ Parents may be required to attend field work ○ Students may not be able to attend field work ● Possible Involvement from the SRO ● Behavioral Threat Assessment may be required

TIER 4

Tier 4 behaviors are immediately referred to the school admin team.

Tier 4 Behaviors	Actions
● Repeated violation of Tier 3 ● Physical Aggression resulting in bodily harm ● Directly threatening another students or school employee in a way that demonstrates planning and can be carried out. While possible, it may not be realistic ● Possession of offensive, obscene, or derogatory material ● Assault not resulting in serious injury ● Bullying/Cyberbullying ● Fighting ● Harassment ● Property Destruction >\$100	● Immediate office referral ● OSS or ISS ● Possible recommendation for exclusion ● Behavioral Threat Assessment may be required

TIER 5

Tier 5 behaviors are immediately referred to the school admin team and SRO.

Tier 5 Behaviors	Actions
● Repeated violation of Tier 4 ● Possession/Use of drugs, alcohol, e-cigs or vapes with CBD or stimulant chemicals ● Communicating institutional threats for example fire alarms, bomb threats, etc. ● Distributing electronically offensive, obscene, or derogatory content of students, employees, or volunteers at any time which significantly interferes with the learning process or disrupts the educational environment ● Using force or violence to attempt obtaining property ● Inciting or engaging in behavior which either results in or is intended to result in widespread disruption to the educational process ● Participating in lewd, illegal, or sexual acts on school campus or during school functions ● A logical, specific, and realistic threat of serious violence to a student or school employee ● Any offense reportable to law enforcement	● Immediate office referral ● OSS or ISS ● Recommendation for exclusion ● Automatic SRO and school social worker involvement ● Behavioral Threat Assessment may be required

** The number of days students receive ISS or OSS is at the discretion of administration based on the level of offense.

** The age and grade level of the students will be considered when determining Tier level and subsequent consequences for the offense.



2150 Russ Avenue | Waynesville, NC 28786
Joshua Morgan, Head of School
Sara Jenkins, Lower School Director

TIER 1

Tier 1 behaviors are handled by the classroom teacher or the attending adult.	
Tier 1 Behaviors	Action
Examples: ● Teasing or derogatory remarks ● Inappropriate behavior in the hallway or during school-sponsored activities ● Swearing, disrespect to other students ● Wandering hallways during class time without a pass ● Uniform/dress code infractions ● Inappropriate use of school or personal electronics ● Late for class ● Lack of control of personal space ● Violating classroom rules/expectations ● Violating restroom rules/expectations	In-class disciplinary measures may be: ● Redirection ● Verbal Warning ● Teacher discussion with student ● Parent contact via ParentSquare or the school phone ● Classroom consequence as outlined in your classroom expectation (silent lunch, loss of privileges, before/after school detention (HS) ● Parent Conference

TIER 2

Tier 2 behaviors are initially handled by the teacher or attending adult, but they are also referred to the school admin team if they are repeat offenses and/or are becoming patterns.

Tier 2 Behaviors	Actions
• Repeated violations of Tier 1 behaviors (> 4) • Disrespecting teachers or peers, • Inappropriate contact / no harm (horseplay, hand holding, kissing, cuddling, etc.) • Parking infraction and unsafe driving on campus. • Restroom conduct that is physically harmful to self or others • Violation of technology agreement • Violation of bus agreement • Deliberately visiting inappropriate internet sites • Transient Threat– A student threatening another student or staff member in a way that is unrealistic (students subject to a Behavioral Threat Assessment)	• Teacher contacts parents via school phone (logged) or ParentSquare • Teacher/staff consequences are given, such as a silent lunch, loss of privileges in the classroom, or a restorative consequence. • Admin Referral, • Teacher or admin notifies parents via ParentSquare phone call (logged) • Admin consequence • Inform SRO • Restorative meeting with the parent/teacher team. • Behavioral threat assessment may be needed

TIER 3

Tier 3 behaviors are immediately referred to the school admin team.

Tier 3 Behaviors	Actions
● Repeated violations of Tier 2 behaviors ● Physical aggression/fighting ● Off school grounds without permission ● Skipping class ● Vandalism or destruction of school property <\$100 ● Theft <\$100 ● Possession/Use of tobacco, e-cigs or vapes with or without tobacco content (No CBD or chemical beyond nicotine) ● Disruption of class (Stopping the progress of instruction) ● Inappropriate representation of school at on-campus or off-campus events ● Bullying/harassment (online or in person), including the use of slurs or derogatory phrases ● Possession of pornographic images (print or digital) ● Sexual harassment ● Weapons ● Inappropriate touching ● Transient Threat – A student threatening another student or staff member in a way that is minimal risk (Behavioral threat assessment may be required)	● Administrative referral ● Administration conference with parents ● Conference with School Counselor ● ISS ● OSS ● Investigation by SRO (situational) ● Juvenile Petition by SRO ● Possible expulsion or exclusion depending on the offense ● Involvement of BTAM Team ● Loss of access to school devices outside of monitored, class use.

TIER 4

Tier 4 behaviors are immediately referred to the school admin team.

Tier 4 Behaviors	Actions
• Repeated violations of Tier 3 behaviors • Sharing or posting offensive, obscene, or derogatory pictures, including online, of students, school employees, or volunteers, without permission at any time, which significantly interferes with the learning process or disrupts the educational environment. • Vandalism or destruction of school property >\$100 • Theft >\$100 • Transient Threat – A student threatening another student or staff member in a way that is significant risk (Behavioral threat assessment may be required)	• Administrative referral • Administration conference with parents • ISS, • OSS, • Investigation by SRO (situational), • Juvenile Petition by SRO, • Behavioral Threat Assessment may be required, • Action as defined in SRCA Policy 4850: <i>Long-Term Suspension, 365-Day Suspension, Expulsion</i>

TIER 5

Tier 5 behaviors are immediately referred to the school admin team.

Tier 5 Behaviors	Actions
• Repeated violations of Tier 4 behaviors • Communicating institutional threats. For example: Fire alarms, bomb threats, etc. • Inciting or engaging in behavior that either results in or is intended to result in widespread disruption to the educational process. • Sexual misconduct	• Administrative referral • Administration conference with parents • ISS, • OSS, • Investigation by SRO (situational), • Juvenile Petition by SRO, • Action as defined in SRCA Policy 4850: <i>Long-Term Suspension, 365-Day Suspension, Expulsion</i>

Coversheet

Code of Conduct 2025 Handbook

Section:	II. Head of School Report
Item:	B. Code of Conduct 2025 Handbook
Purpose:	FYI
Submitted by:	
Related Material:	Student Code of Conduct (K-12) 2025.pdf



Student Code of Conduct 2025-2026 (DRAFT)

Elementary School – Kindergarten – 5th Grade

Middle School – 6th-8th Grades

High School – 9th & 12th Grades

Mission Statement

Shining Rock Classical Academy cultivates critical thinking skills and fosters a lifelong love of learning through rigorous academics, experiential education, and our core values of Integrity, Respect, Compassion, Responsibility, Wisdom, and Leadership.

Core Values

Integrity  Wisdom  Respect

Leadership  Responsibility  Compassion

Board of Directors

Alyson Weimar, Board Chair	Aweimar@shiningrock.org
Rob Gevjan, Treasurer	Rgevjan@shiningrock.org
Butch Mullinix	Bmullinix@shiningrock.org
Larry Davis	Ldavis@shiningrock.org
Shane Messer	Smesser@shiningrock.org
Augusta Adeleke	Aadeleke@shiningrock.org
Brook Buckelew	Bbuckelew@shiningrock.org
Joshua Sims	Jsims@shiningrock.org

Administration

Joshua Morgan, Head of School	Jmorgan@shiningrock.org
Alex Anderson, EC Director	Aanderson@shiningrock.org
Sara Jenkins, Assistant Director	Sjenkins@shiningrock.org
Ben Weimar, Facilities / Transportation Director	Bweimar@shiningrock.org
Heather Wilson, Assistant Director	Hwilson@shiningrock.org

Support Services

Travis Gresham, Finance	Tgresham@shiningrock.org
Brookly Nicholson, School Social Worker	Bnicholson@shiningrock.org
Bryan Reeves, School Resource Officer	Breeves@shiningrock.org
Courtney Stephens, Secretary	Cstephens@shiningrock.org
Alexandra Varner, Data Manager	Avarner@shiningrock.org
Christina White, Instructional Coach	Cwhite@shiningrock.org
Savanna Ziglar, WINGS Director	Sziglar@shiningrock.org
Brittany Zarczynski, Title 1 Coordinator	Bzarczynski@shiningrock.org

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A Welcome from the Head of School

Section 1 - Student and SRCA Community Responsibilities

Student Responsibilities

Each student has the right to attend public schools such as SRCA. Each student is responsible for knowing all rules and policies which may affect him/her and for following those rules. Students share the responsibility of maintaining order at school through a demonstration of personal leadership and their ability to follow instructions from administrators, teachers, teacher assistants, and other school personnel.

Parent Responsibilities

Parents of SRCA have the responsibility to provide a home atmosphere, which enhances the total development of the child. Parents should know the school's rules and support the school's efforts in academic and social growth with their child. An essential factor that will promote the success of your child is regular attendance. Parents are encouraged to be actively engaged with the school in the education of their child by scheduling and attending parent-teacher conferences. Providing the school with documentation such as medical information, custody orders, and any other relevant documents will promote student health and well-being. Parents **MUST** download the ParentSquare app that the school is using for communication, as well as use the Orgs platform for all payments that are made to the school.

Opportunities to volunteer and support classrooms along with the school are always available.

Staff Responsibilities

Each staff member of SRCA has a right to work in an environment that is safe and fosters collaboration towards the goal of educating children. Each staff shares the responsibility of knowing rules and policies to promote a safe climate. Furthermore, staff should communicate with parents both the successes of children and be available to engage in parent conferences when the need arises.

Shared Rights and Responsibilities for Students, Staff and Visitors

Shared Responsibilities	Shared Rights
● To be caring and honest, ● To do his or her best to learn and empower others, ● To respect school rules, regulations, and policies, ● To be sure that personal expressions do not interfere with the rights of others, ● To follow state law and school policies concerning substance abuse, ● To respect and protect the personal and property rights of others and of the school, ● To treat all members of the community with full respect, fairness, and courtesy, ● To abide by all the expectations of the school and its community, ● To follow the prescribed guidelines for participation in school activities, and ● To adhere to due process procedures.	● To feel safe in the school environment, ● To take full advantage of the learning opportunities, ● To work in an environment free from disruptions, ● To express his or her opinions, ideas, thoughts, and concerns, ● To have a healthy environment that is smoke, alcohol, and drug-free, ● To use school resources and facilities for self-betterment under appropriate supervision, ● To expect courtesy, fairness, and respect from all members of the community, ● To be informed of all expectations and responsibilities, ● To take part in a variety of school activities, and ● To have the right to due process.

Title IX Information

The United States Department of Education has defined regulations for Title IX to include:

- Defines sexual harassment to include sexual assault, dating violence, domestic violence, and stalking, as unlawful discrimination on the basis of sex
- Provides a consistent, legally sound framework on which survivors, the accused, and schools can rely
- Requires schools to offer clear, accessible options for any person to report sexual harassment
- Empowers survivors to make decisions about how a school responds to incidents of sexual harassment
- Requires the school to offer survivors supportive measures, such as class reassignments or no-contact orders
- Protects K-12 students by requiring elementary and secondary schools to respond promptly when *any* school employee has notice of sexual harassment
- Requires schools to offer an equal right of appeal for both parties to a Title IX proceeding

Schools may not use Title IX in a manner that deprives students and faculty of rights guaranteed by the First Amendment.

At SRCA, there are two key provisions for students that are protected:

1. Parents /Guardians of K-12 students may file complaints on their behalf **and** require parental notification of complaints against their children.
2. Schools must provide "supportive measures" to students regardless of whether a formal complaint has been filed. That could look like counseling or changing class schedules to avoid being in the same classroom as the accused.

All concerns regarding compliance, rights of students, staff, or others impacted by the school should be addressed to the Title IX Compliance Officer.

Compliance Officer

Brookley Nicholson

2150 Russ Ave.

Waynesville NC, 28786

828-476-5150

bnicholson@shiningrock.org

SECTION 2 - General Information**School Day Times**

Please see the chart below for basic school day information.

	Regular Schedule	2 Hour Delay	1:00 Dismissal
Kinder-8th Grade	Drop off 7:30-8:00 School Day 8:00-3:00 Busses Load 3:00 Elementary carline 3:00 Middle School carline 3:05	Drop off 9:30-10:00 School Day 10:00-3:00	Drop off 7:30-8:00 Pick up 1:05
High School	Drop off 7:45-8:15 School Day 8:15-3:15 Dismissal 3:15	Drop off 9:45-10:15 School Day 10:15-3:15	Drop off 7:45-8:15 Pick Up 1:15

** Note that classes begin at 8:00. If your student is walking in at 8:00 they are already missing instruction and morning work, which is often graded. Breakfast will not be served to students arriving after 7:55 so that they are not counted tardy.

Communication

At SRCA we use many different modes of communication. You will receive regular emails from teachers as well as flyers or printed handouts. You will need to download the ParentSquare app to make sure that you receive the updates that are pushed out from the school. All parent communication will go through ParentSquare, or email. Check the school website and Facebook page regularly. There are always updates and posts to keep parents up to date on happenings around the school.

Agenda books are a form of communication that we will be utilizing at SRCA in grades 2-8. Students will write their assignments in the agenda book each day. Teachers will also be checking for back and forth communication here. The agenda book should be signed or initialed each evening. Teachers will be checking that the agenda has been signed each day.

Conferences

Parent-Teacher communication is a vital part of your child's education. When a conference is needed between parents and teachers these should be set up with the student's teacher at a time that is convenient for all. In most cases a conference will take place during the planning period of the student's teacher, or after carline. Face to face conferences are preferred, however if needed a virtual meeting can be arranged.

Student Led Conferences (SLC) will take place twice a year. Students will compile portfolios to share with parents about their social and academic progress. Students will be prepared to share their testing data and their body of work. Students will reflect upon core values at this time and share their strengths and weaknesses. This is to be done with the parent and student with minimal input from the teacher. If an additional conference with the teacher is needed, it will need to be scheduled for a separate time. SLCs should take place on campus at the time you selected and should take approximately 20-30 minutes.

Student Transportation

Each SRCA family will be given a car tag that has a number on it. The number will be specific to your family. Students will also be given a corresponding number for their backpack. Parents should have the car tag hanging on their rearview mirror. A member of the SRCA team will take numbers each afternoon to call students out to the cars. Parents are not to walk into the building to get their child during drop off or dismissal, as it is a safety issue.

If your child has not been picked up in the carline by 3:30, they will be sent to WINGS. There will also be a fee of \$16.00 charged for this service.

Students riding buses will be loaded based on the established bus list. Parents who want their students to ride the bus must fill out the bus rider form. There is one bus route that runs between Carolina Furniture in Waynesville and the Canton Ingles. Detailed times will be provided. The bus will drop off and pick up students at the Russ Ave. and Dellwood Rd. campuses. Any bus delays, cancellations or other bus route changes will be communicated via ParentSquare.

There are two ways that you can drop your child off in the mornings. The first is to follow the carline and have your child get out on the sidewalk. There will be teachers and other staff there to open the doors and help students into the building. Students in 2nd grade and up can be let out at the stairs in the parking lot if you prefer. Students should be able to get out on their own, walk up the stairs, and wait at the crosswalk until they are ushered across. Parents cannot walk their student(s) to the classroom after the first day of school. Often this causes a distraction to the teacher and other students. Do NOT move cones or let students out before there are adults to manage the crosswalk.

Carline

Morning Carline:

Students cannot be dropped off before 7:30. Morning carline will begin at 7:30 and go until 8:00. At 8:00 the doors will be locked, and parents MUST walk their student(s) in and check them in at the office. Do not allow students to get out of the car in the grass, they must be up to the sidewalk before getting out of the car. Cars will need to pull all the way up until they are directed to stop by an adult working in the morning carline. Morning carline will begin in two lanes, and we will move them accordingly. Students in the outside lane should never get out of the car unless directed to do so by an SRCA staff member. Two lanes will be merged into one and ultimately remain in one lane.

Afternoon Carline:

Dismissal for the afternoon carline will not begin until 3:00. Cars are not permitted to line up in the carline until 2:30. Any cars that are lined up prior to that may be asked to leave campus and come back at the appropriate time. If cars are lined up on a day that students are out on field work, there is a possibility that they will be told to move in order to get the SRCA bus in the assigned spot for dismissal.

Elementary ONLY will line up the same way as in the morning carline. Cars will NOT pass the cones that are put out each day. It is important that parents remain in their cars, and wait for their student to be brought to them. Even if you see your child on the sidewalk, you should not get out to get them. This is a safety issue and it is important that you wait for a school staff member to bring your child to the car. Have your car tag number visible for all to see. Follow the directions of the person at the crosswalk, and they will let you know when you should be moving forward or stopping. Pull all the way forward, even in the event that you see your child. Stopping short impacts the movement and efficiency of the entire carline.

Check-In / Check-Out

Any student arriving at school after 8:00 must be walked into the office by an adult to check-in. Parents will use the ident-a-kid computer in the office to sign in their child. At that point the student will be directed to go to class with a tardy slip. Any check-in after 11:30 will be counted as an absence. Parents will not walk students to class during drop off or late check-in. If a child needs assistance getting to class, an office member will assist them.

Check-outs will be necessary from time to time, but should not be in excess. Parents will park, enter the building, and use the ident-a-kid computer to sign their student out. Someone in the front office will then call the student to the office. Please refrain from checking your child out of the same class regularly. In grades 6-12, each class counts separately for attendance purposes (please see attendance section).

Every 3 check-in/check-outs will be coded as 1 absence.

Emergency Drills

Regular emergency preparedness drills will be held throughout the school year so that students and staff will be trained to act properly in an emergency. These drills will include fire, tornado, lockdown, and other crisis emergency drills. A comprehensive emergency preparedness plan is on file.

Fire drills are held once a month. Tornado drills are conducted annually. Lockdown drills are conducted at least each semester. Families should expect that only the tornado drill will be announced prior to conducting the drill. Alerts are explained to students during the first week of school. A plan is also in place in case of other emergency situations. In the event we experience persons entering the school, apprehending a school occupant, and/or threatening violence, we will implement the school's established lockdown crisis plan.

Lost and Found

Personal items that are found should be turned in at the front office (large items such as jackets, lunchboxes, shoes, ECT. will be put immediately into the lost and found). Students should check with the front office for lost articles. Clothing that is turned in will be placed on a clothing rack in a common area of the school. Unclaimed items will be donated to charity on the last Friday of each month after students are informed about the deadlines to check lost and found objects.

When an item is missing, students should report the missing item to the front office administrative assistant. A lost item will be returned to the owner should it be found or located. Should the owner find the item themselves or it be returned directly to them, they should notify the front office as soon as it has been located.

Athletic Lockers

There is a small bank of lockers available to our 7th and 8th grade students. They will be given out through a lottery system. Students will be able to go to their lockers before and after school. Students will be given a combination lock and will have to use the lock provided to them. There is a cost of \$15.00 for students who do take a locker.

Visitors and Volunteers

Visitors and volunteers are always welcome to enhance the learning and culture of our school. All visitors and volunteers must enter the building through the main office. They must then sign in and receive a name tag/ID. This name tag/ID must be worn and visible at all times while in the school building. Visitors and volunteers are required to provide a photo ID. An instant background check will be completed by a 3rd party vendor (Ident-a-kid) on every visitor to the school building.

When parents or other visitors wish to tour the school, we ask that they call the main office and schedule a tour. Parents who want to observe in their child's classroom are requested to arrange this in advance with the teacher and have it approved. Once the observation is approved, parents check in at the office upon arrival to school so that a visitor's badge can be issued. While visiting, teaching and learning time is valuable and it is requested that guests not use classroom instructional time to engage in conversation with the teacher.

Parents are encouraged to volunteer at SRCA in many capacities. The most effective way to be involved within the school community and meet more Falcon Families is to participate in NEST, the Parent Teacher organization. To gather more information about membership and to share how you can volunteer, connect with the NEST President via email at nestpresident@shiningrock.org.

Donations

If parents and/or businesses would like to make a monetary donation to SRCA for the purpose of supporting academics, behavioral programs, cultural experiences, or student incentives, please make these donations to SRCA. If there is a specific purpose, please meet with the Head of School to make these arrangements.

Fundraising

School-based fundraising may take place to support programs at SRCA. Fundraising may take place to support NEST, academic programming including field work, student clubs, and athletics. All fundraising activities will be approved by the Head of School.

Distribution of Non-School Materials

No one, including students or parents, shall distribute, disseminate, or otherwise communicate pamphlets, tracts, or other publications on any school campus or sponsored event. This includes material that reflects a philosophy, religion, political, or personal beliefs without the prior written approval of the Head of School.

SECTION 3 - Academic Guidelines

School-Based Grading (K-1)

In Kindergarten and 1st grades, the student performance levels indicate whether students have met the expectations set by the state in the Standard Course of Study. The student performance levels are defined as follows:

- M = Mastered
- P = Proficient
- W = Working Towards
- N = Not Yet

As teachers assign performance levels, consideration for the time of the school year and demonstration of the expected skill will be factored.

School-Based Grading (2-12)

In 2nd – 12th grades, students will earn numeric grades. SRCA employs a grading scale consistent with guidelines from the North Carolina Department of Public Instruction. The letter grade assigned for each number shall be:

A	B	C	D	F
100 - 90	89 - 80	79 - 70	69 - 60	59 - 0

While a student should receive a grade whenever possible, the teacher may issue an "Incomplete" (INC), when students are unable to complete assignments for bona fide reasons that are major components of the grade. At the direction of the Head of School, a teacher will develop a plan for completing missing assignments in a timely manner so that the student may attain a numeric grade. It is the responsibility of the student to adhere to the teacher's plan for completing assignments.

For semester and end of year grading, Incompletes will be calculated as an F if the recovery plan is not completed by the student. Incompletes will not be used for 4th quarter grades.

Semester and End of Year Grade Assignment

For the purpose of assigning a semester grade, the teacher shall take the sum of each quarter's number grades and divide by the number of quarters in the semester. For End of Year/Course grades, the teacher shall take the sum of each quarter's number grade and divide by the number of quarters.

Cheating and Plagiarism

No student shall use unfair or dishonest methods to gain advantages in any test, classwork, or project. This includes plagiarism, which is the act of stealing and passing off as one's own, the ideas or words of another. Reduction in grade could be imposed for cheating, plagiarism, or similar offenses.

Homework

Homework will look differently depending on the grade that your student is in. In elementary school SRCA wants to minimize homework given, so that students have the time and freedom to be a child afterschool. Students are encouraged to play outside, and engage in natural experiential learning with their families after school. Below, you can see the homework that will be assigned for your child based on grade.

Grades K-2 -Students will have 15-20 minutes of reading and an age appropriate reading log. This may be a UFLI passage instead of a reading log. Math fact fluency is encouraged.

Grades 3-4 - Students will have 20 minutes of reading and an age appropriate reading log. Students may bring home fact fluency daily.

Grade 5 - Students will have 20 minutes of reading and an age appropriate reading log. Students will have daily fact fluency as well as science vocabulary.

- Reading logs will be graded weekly.
- There may be projects sent home throughout the year. These should have at least 2 weeks notice with an accompanying rubric so that parents and students know the criterion being graded.
- If you wish for additional homework or resources for your student to complete at home, please ask your child's teacher and it will be provided.

Grades 6-12– Homework assignments at the middle and high school level should be purposeful continuations (or extensions) of the instructional program and an integral part of the total evaluation. Homework, appropriate to the student's development level, should be given for review, practice, reinforcement, inquiry, application, and enrichment. Homework should help students become responsible, self-directed learners.

Students in middle and high school will have nightly homework in their courses. The amount will vary depending on the classes students are taking and the grade level of the student. Students should not be assigned additional homework over breaks or weekends unless they have a previously given project that spans over that length of time. Regular reading is encouraged in all grades.

Homework should not exceed 30 minutes per class per night. If your student is struggling to get homework completed, please reach out to your child's teachers for strategies to help them get work completed at home.

All take home projects should have a two week notice and a rubric sent home upon being assigned so that all parties know the criterion being graded.

Students taking a high school level class in middle school may have additional assignments to be completed over weekends or breaks.

Students who are taking higher level courses at the high school level (honors or AP), may have additional homework assignments over weekends and breaks. These assignments include but are not limited to reading, essay writing, proofreading, or analyzing information.

Academic Athletic Eligibility

In order to participate in SRCA athletics, students must maintain a C or higher in all classes. It is the student's responsibility to make up any work missed due to early departure for games. Progress report and quarter grades will be reviewed by coaches and the athletic director to determine student eligibility. Teachers' concern about a student's grade before these grading periods will be taken into consideration and evaluated on a case by case basis. If a student has a D or below at the progress report date, they will be ineligible to play in any games yet may practice with the team until the grade is brought back into compliance. If a student has a D or below on a quarter grade and wants to be eligible for a sport in a different quarter, their average grade in that class must be C or higher at the time of tryouts.

SECTION 4 - Attendance

Regular school attendance is of crucial importance for educational achievement. The learning experiences that occur in the classroom are essential components of the learning process and time lost from class tends to be irretrievable in terms of opportunity for instructional interaction. It is expected that students will attend school every day. The responsibility for regular attendance resides with the parents/guardians along with the individual student.

Students with excessive absences should expect a home visit and communication from administration, School Social Worker, or the School Resource Officer. Students will be receiving truancy letters after absence 10. Per SRCA Policy, 3 tardies or checkouts is the equivalent of one absence. Students coming in after 11:30 will not be counted present for the day, and students checking out prior to 11:30 will not be counted present. If a student arrives at their classroom past 8:00 they are tardy. If the student is dropped off prior to 8:00 they can still be counted tardy, if they do not make it to the classroom by 8:00. If a parent fails to assure the child's attendance at school, the parent may be prosecuted for violating the compulsory attendance law. Parents will receive a letter after absence 7 to make sure they are aware that their child is approaching 10 absences. A second letter is given at absence 10 and a third is given after 10. Meetings are required in order to find out the reasons behind the absences and build a plan to help families in getting their students to school. The school social worker, counselor, administration, and SRO may be involved in these meetings (Reference [SRCA Policy 4410 and 4411](#))

For the purpose of grade promotion, students must be in attendance in compliance with this policy. This policy does not recognize the causes or differentiate the different types of absences. Students are subject to being retained in their current grade level if they have missed too many days. Students can not be sent to the next grade level when they are truant.

Elementary Standards (K-5)

For elementary students to be compliant, they must be in attendance the greater of 160 days or 90% of the total school calendar days.

A parent-teacher conference is required at absence 10 or at any point deemed as needed by one of the student stakeholders.

Elementary students who exceed the allowed number of absences may be subject to retention of grade.

Middle Grades Standards (6-8)

For middle grades students to be compliant, they must be in attendance the greater of 163 days or 93% of the total calendar days.

A parent-teacher conference is required at absence 9 or at any point deemed as needed by one of the student stakeholders.

Students who exceed 10 absences must participate in credit recovery. Credit recovery is addressed further in this policy.

Students who exceed the allowed number of absences without participating in credit recovery, may be subject to retention of grade (Semester long courses must begin credit recovery after 5 absences, and year long classes begin at 8 absences).

High School Standards (9-12)

For high school students to be compliant, they must be in attendance the greater of 168 days for a full calendar year, 85 days per semester, or 96% of the total calendar days.

A parent-teacher conference is required at absence 4 in the semester, absence 7 for year-long courses, or at any point deemed as needed by one of the student stakeholders.

Students who exceed 5 absences a semester or 8 for year-long courses must participate in credit recovery. Credit recovery is addressed further in this policy.

Students who exceed the allowed number of absences without participating in credit recovery, will not be eligible for credit towards graduation.

****Please refer to the SRCA Policy 4415 Attendance Promotion Standards.**

Credit Recovery

Students in grades 8-12 who exceed the allowable absences outlined in this policy, must participate in credit recovery to earn the required seat time in a course for promotion. Credit recovery will be offered based upon staffing and scheduling availability. When possible, credit recovery will take place utilizing flex time within the school day, before or after school sessions, during planned teacher workdays, and as a last option on Saturdays.

Credit recovery shall take precedence over school clubs or extracurricular activities. The only exception will be for students participating in driver's education.

Credit recovery must be completed by the end of the semester or school year unless prior written permission is granted by the Head of School.

Student Due Process

The ultimate goal is for students to be granted credits or grade promotion when these are earned. It is understood that there will be factors that occur beyond the scope of control of the student that could impact this goal. Students are encouraged to participate in any stakeholder meeting involving their attendance.

Student Attendance Plan (SAP)

When students have documented absence concerns, the first required action is the development of a Student Attendance Plan (SAP). Each SAP must:

- Be developed collaboratively with at least a parent/guardian, teacher, and student when possible.
- Include a plan for credit recovery as appropriate.
- Be distributed upon completion to the parent/guardian and front office.
- Be regularly reviewed by the original collaborators. The review shall take place at least within every 6 weeks from development.

Retention Team Hearing

Prior to a retention in K-8 or incomplete in high school being assigned there must be a Retention Team hearing to make a recommendation. The Retention Team shall consist of three staff members that meet the following criteria:

- Homeroom teacher or teacher of the course affected.
- A randomly selected classroom teacher that does not provide instruction to the student.
- A randomly selected staff from a pool of elective teachers, office staff, or teacher assistant.

The hearing will be scheduled with at least a 3-day notice to parents and within 10 days before or after the end of the semester or school year. The hearing will consider documented attendance, parent provided information, and information relevant to the student attendance from the school nurse, counselor, or any other professional with insight on the student.

At the conclusion of the hearing, the Retention Team shall make a written non-binding recommendation to the Head of School either Retain/Deny Credit or Promote/Award Credit. The Head of School will take the recommendation and decide the outcome with notification sent to parent/guardian within 48 hours. The decision by the Head of School shall be final.

The Retention Team recommendation and Head of School decision shall be added to the student's permanent record.

Attendance Record Keeping

The State of North Carolina requires that every child in the State between the ages of 7 (or younger if enrolled) and 16 attend school. Parents and legal guardians are responsible for ensuring that students attend and remain at school daily. Students, parents, and school personnel are encouraged to recognize their individual responsibilities governing the attendance of children in school.

A. Attendance Records

School officials shall keep accurate records of attendance, including accurate attendance records in each class. Attendance records will be used to enforce the Compulsory Attendance Law of North Carolina.

B. Excused Absences

When a student must miss school, a written excuse signed by a parent or guardian must be presented to the student's teacher on the day the student returns after an absence. Absences due to extended illnesses may also require a statement from a physician. An absence may be excused for any of the following reasons:

1. personal illness or injury that makes the student physically unable to attend school;
2. isolation ordered by the State Board of Health;
3. death in the immediate family;
4. medical or dental appointment;
5. participation under subpoena as a witness in a court proceeding;
6. observance of an event required or suggested by the religion of the student or the student's parent or legal guardian;
7. participation in a valid educational opportunity, such as travel or service as a legislative or Governor's page, with prior approval from the principal;
8. visitation with the student's parent or legal guardian if the student is not identified as at risk of academic failure because of unexcused absences and the student's parent or legal guardian (a) is an active duty member of the uniformed services, and (b) has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat support posting.

In the case of excused absences, short-term out-of-school suspensions, and absences under [G.S. 130A-440](#) (for failure to submit a school health assessment form within 30 days of entering school) the student will be permitted to make up his or her work teacher will determine when work is to be made up. The student is responsible for finding out what assignments are due and completing them within the specified time period.

C. Remote Instruction Exception

Certain medical situations will require that a student learn remotely. When this occurs, student attendance will fall under Policy 4405: *Remote Attendance Policy*.

For a student to be eligible for attendance under Policy 4405, one of the following must apply:

- a. The student is not allowed on campus for more than 3 days due to an illness or exposure as determined by the SRCA school nurse
- b. A guardian of the student provides a waiver signed by a Nurse Practitioner (NP), Physician Assistant (PA), or Physician (MD) stating that the student is unable to function in a public setting due to the fragility of themselves or a domiciled family member

D. School-Related Activities

All classroom activities are important and difficult, if not impossible, to replace if missed. Principals shall ensure that classes missed by students due to school-related activities are kept to an absolute minimum. The following school-related activities will not be counted as absences from either class or school:

1. field work sponsored by the school;
2. school-initiated and -scheduled activities;
3. athletic events that require early dismissal from school;
4. in-school suspensions.

Assignments missed for these reasons are eligible for makeup by the student. The teacher will determine when work is to be made up. The student is responsible for finding out what assignments are due and completing them within the specified time period. If students are unable to attend a field trip due to behavior, they will be provided an alternative assignment to be completed at home or on campus in a different classroom.

E. Excessive Absences

Class attendance and participation are critical elements of the educational process and may be taken into account in assessing academic achievement. Students are expected to be at school on time and to be present at the scheduled starting time for each class.

The Head of School or designee shall notify parents and take all other steps required by [G.S. 115C-378](#) for excessive absences.

If a student is absent from school for five or more days in a semester, the Head of School or a committee established by the Head of School shall consider whether the student's grades should be reduced because of the absences. The Head of School or committee shall review other measures of academic achievement, the circumstances of the absences, the number of absences, and the extent to which the student completed missed work. A committee may recommend to the Head of School who may make any of the following determinations:

1. The student will not receive a passing grade for the semester;
2. the student's grade will be reduced;
3. the student will receive the grade otherwise earned; or

4. the student will be given additional time to complete the missed work before a determination of the appropriate grade is made.

Students with excused absences due to documented chronic health problems are exempt from this policy. In addition, for students experiencing homelessness, school officials must consider issues related to the student's homelessness, such as a change of caregivers or nighttime residence, before taking disciplinary action or imposing other barriers to school attendance based on excessive absences or tardies.

Excessive absences may impact eligibility for participation in interscholastic athletics

Attendance Incentives

There will be incentives offered to students for being present at school. These could be individual recognitions or classroom recognitions. Students who do not meet the attendance requirements may be excluded from the incentive.

Remote Learning and Attendance

If there is a remote learning day, students will either have work on Google Classroom, or a paper packet to complete. Remote days are built into the calendar and could be called for bad weather if needed. Teachers will communicate the work that is to be completed. In order to be counted as present, your student must follow the *Remote Attendance Policy 4405*.

SECTION 5 - Grievances

Concerns or Complaints

While it is our goal that each classroom and the school operate smoothly, it is inevitable that concerns will arise. Complaints are best handled and resolved as close to their origin as possible. Parents and stakeholders are strongly encouraged to speak with their child's teacher first when an issue arises. The Head of School and grade level Director is responsible for the operation and supervision of the school. With appropriate cooperation, they will do their best to resolve the issue. If an issue is not able to be resolved with the classroom teacher, and a meeting with an assistant director is needed, an appointment is required. The office secretary will be able to schedule these for you, or you can send a direct Parent Square or email to the director needed. In the moment or impromptu meetings are not suitable as there needs to be time to collect all important information and understand the full situation.

Informal Grievance Procedure

All concerns should first be addressed directly and informally with the persons involved. This includes reasonably notifying those causing and involved, allowing them to reasonably respond with an opportunity to seek a good faith resolution. If necessary, individuals involved are encouraged to seek the assistance of an objective party to assist with informal resolution.

Formal Grievance Procedure

Persons must seek informal, timely resolution before filing a formal grievance, unless doing so is not reasonably feasible, would be futile, or if formal grievance procedures are legally required. The grievant may then file a formal grievance with the Head of School within ten school days after the last informal attempt at resolution; if informal resolution is not required, the grievant shall file the grievance within ten school days of the last instance causing the grievance.

The formal procedure shall be initiated by submitting to the Head of School a written request for redress that succinctly states the specific grievance(s), the supporting facts, the basis in Board policy or law (citing specific policies or laws), the requested relief, and the efforts made to resolve the matter informally (*Refer to Form 1099-F*).

The Head of School shall determine whether informal resolution requirements have been satisfied or are not required. If the Head of School determines that the grievant is entitled to a formal grievance process, he shall provide a copy of the formal grievance to all implicated by the grievance. The Head of School shall reasonably investigate and consider the matter (which may include meeting with the parties involved and holding an informal hearing) and issue a decision within ten school days from the date the grievance is filed; additional time for the Head of School's decision shall be allowed when reasonably required by circumstances. All deliberations shall be held in confidence where feasible and involve only persons in a need-to-know position.

The entire *SRCA Grievance Policy 1999* is available on the website in the board policy section and by paper in the SRCA Main Office.

SECTION 6 - Student Services

After School Program (WINGS)

WINGS provides a safe and structured environment for kids to complete school work, eat a healthy snack and play with their peers. Students in grades kindergarten through sixth grade are welcome to attend WINGS. Rates are able to be paid two ways; daily or monthly. Daily rate for a day of WINGS after-school is \$16. The monthly rate to attend WINGS each day after school is a flat rate of \$225 (not prorated).

Wings after-school for the 2025/2026 school year will begin on Monday, August 11th. You may begin paying in advance as early as August 1st. Payments can be made at the SRCA School Store on the website. If your student is using the daily option, please pay online and then call the SRCA office to make the transportation change.

Lunch and Breakfast Services

Shining Rock Classical Academy is working toward participating in the federal lunch program. Lunches are catered each day for those that do not pack. The lunches do meet the state nutritional requirements. Parents are required to order lunches online using the hot lunch online platform. In the event that a student does not have a packed lunch, they will receive an alternative lunch, and parents will be notified and billed accordingly. Lunch will be \$5.00 each, or \$2.50 for students in Kindergarten through Eighth grades, if the requirements for reduced lunch is met. Lunch will be \$5.25 for students in 9th-12th grades or \$2.50 for students meeting the free or reduced lunch requirement. **Students who receive free or reduced lunch are still required to order on the hot lunch site so that we can properly account for the amount of food needed.**

There will also be a continental style breakfast available to students each morning. This breakfast will meet the dietary guidelines set forth by the state. This breakfast is \$3.00 or \$1.50 for students who have reduced lunch. It will be provided for free for students who qualify. A student will not be denied breakfast unless parents/guardians have told the school not to provide it to the students, because they eat at home. If a student who does not have free or reduced lunch does not have money for breakfast and needs it, the parents will be billed at the end of the week for the breakfasts needed. Breakfast will be served from 7:30-7:55. If your child arrives at 7:55 they will not have time to get breakfast before class starts. If you plan for your child to eat, they need to be at school prior to 7:55.

Field Work

Students will participate in 3-6 fieldwork opportunities off campus each year. It is a requirement that students participate in the fieldwork experiences. There is an additional cost associated with these trips, if there is an issue with the ability to pay, please contact your child's teacher. Money is not a barrier keeping students from engaging in these experiences. There will be times when chaperones are needed. The organizing teacher will reach out to parents when they are

needed. Regardless of whether parents are chaperoning, students are required to ride the bus to the fieldwork event. They may be signed out to ride back with a guardian.

Students will participate in a capstone event. This can be an extended day trip, which may or may not be followed by a virtual day, or an overnight trip in the middle grades. There will be a great deal of notice for these trips, and fundraising will be available.

Parents must sign up to chaperone fieldwork trips. They are not allowed to ride the bus, and can choose to either follow it, or meet the group there. A chaperone is expected to keep up with a group of students, so they must come prepared for this task. Chaperones must have a background check every other year on file with the school in order to attend. If there is any reason a change to the background check may have occurred, please notify the SRO so that we can rerun if needed. If you attend a field trip and do not have a background check on file, you are not able to be left alone with a group of students.

Special Education Services

SRCA employs certified Exceptional Children's Teachers. They provide services to students with disabilities and consultation to the classroom teachers who serve these students. SRCA shall comply with federal and state law to ensure that all students with disabilities will be provided with free appropriate education (FAPE). If you have questions or concerns regarding EC services, please reach out to Alex Anderson, our EC director, at Aanderson@shiningrock.org.

AIG

SRCA has an AIG program that begins serving students in the 3rd grade. There is a blanket screening test given at the end of second grade in order to place students for the following year. Nancy Bertrand is the AIG teacher and she meets AIG students one to two times a week. SRCA is a Project Lead the Way school and students in AIG do hands-on work within this program. Please reach out to Nbertrand@shiningrock.org or Keith Buff (AIG coordinator) Kbuff@shiningrock.org with any questions or concerns you have regarding AIG at SRCA.

SECTION 7 - Health and Safety

Medication

Students who are on an approved medication (either over the counter or prescription) may take their medication during the school day. This medication must be dropped off by a legal parent or guardian to the school nurse or office with a doctor's note stating the child needs the medication. The medication will remain locked in the school nurse's office and will be administered by the nurse or other approved administering faculty member. Possession and/or distribution of either prescribed or over-the-counter drugs is considered a violation of the *Student Code of Conduct*.

Sickness and Illness in Students

Students who have presented with a fever or who have been sent home due to fever need to stay home until they have been fever free for 24 hours without the help of a fever reducer. If a child has been vomiting, they are also to stay home for 24 hours from the last time the student was sick. Please talk to Nurse Norman if you think there may be a possibility of your student, or any contact having COVID. Also, be aware of the health policies for our school including the No Live Lice Policy.

Please contact the nurse for guidance:

- If your student has a fever, diarrhea, cough, etc, as we want to keep contagious illnesses out of the school population
- If your student needs any medications at school whether prescription or over the counter
- If you have ANY school related health questions

SECTION 8 - Student Code of Conduct

Student Behavior Guidelines

Ensuring the safe, secure, and orderly operation of Shining Rock Classical Academy (SRCA) while maintaining an atmosphere conducive to teaching, learning, and quiet study, is a major responsibility of school administrators, teachers, parents, and students.

SRCA operates by expecting all citizens to follow and demonstrate our school Core Values. Students are expected to show Integrity, Respect, Compassion, Responsibility, Wisdom, and Leadership in both words and actions to peers and adults. In turn, students should expect these same Core Values to be demonstrated by educators, parents, and visitors. All students are expected to demonstrate the six core values both on and off campus, or anytime that they are representing the school.

Students demonstrating the SRCA Core Values will do so by:

- Treating fellow classmates with kindness
- Being prepared for instruction by completing assignments in a timely manner
- Having materials together and ready to learn
- Participating in class discussions and providing the opportunity for others to do the same
- Keeping hands and feet to themselves
- Using words that are appropriate for all
- Demonstrating pride in the belongs of self, classmates, and the school

Failure to demonstrate the above Core Values can result in disciplinary action. Please review the SRCA Behavior Tiers for actions that can be taken for various behavioral offenses. For a complete review of the SRCA students' expectations, students and parents should review SRCA Board Policy 4800: *Student Behavior Expectations*.

Behavior Referrals

Based on the behavior tiers, your student may receive a referral. This is a triplicate sheet, and one of the copies will be sent home with the student so you are aware that they came to the office. You may receive notification from an assistant director or the teacher depending on the severity of the action. Tier one behaviors are handled in the classroom by the teacher, but can escalate to an administrator if the behaviors are consistent and do not change. An office referral should be signed and returned with the student the next day. If you have questions regarding the referral, you should reach out to your child's teacher or send an email to the director that handled the situation.

Threatening Acts

Students are prohibited from directing toward any other person any language that threatens force, violence, or disruption, or any sign or act that constitutes a threat of force, violence, or disruption. Any student who commits the above violation is subject to a short-term suspension or long-term suspension depending on the seriousness of the act.

Hazing, Harassment or Bullying

SRCA believes that all students and employees should be free of unlawful discrimination, harassment, hazing, and bullying as a part of a safe, orderly, caring, and inviting working and learning environment. The school commits itself to nondiscrimination in all its educational and employment activities. The school expressly prohibits unlawful discrimination, harassment, hazing, or bullying, including on the basis of race, color, religion, ancestry, national origin, gender, sex, age, socioeconomic status, academic status, gender identity, physical appearance, sexual orientation, pregnancy, or mental, physical, developmental or sensory disability or by association with a person who has or is perceived to have one or more of these characteristics. SRCA also prohibits retaliation against a student or an employee who has exercised any rights made available through state or federal law, including prohibiting retaliation for reporting violations of SRCA Policy 4820. Any violation of SRCA Policy 4820 is considered serious and appropriate action will be taken in response. North Carolina law makes hazing illegal for any student. Incidents of hazing, harassment, or bullying could lead to short-term suspension, long-term suspension, or even expulsion, depending on the seriousness of the act.

Sexual Harassment/Sexual Offenses

No student shall engage in any type of behavior which is verbally or physically abusive in a sexual nature. This includes inappropriate touching, intentional exposure of private body parts (including “mooning”), verbal abuse, or attempted sexual activity. Any student who believes that s/he is the victim of sexual harassment or of a sexual offense committed by another student or any adult must immediately notify the Head of School or School Resource Officer. Corrective action will be the responsibility of the Head of School or the SRCA Board accordingly.

Disruptive Behavior

No student shall purposely disrupt the function of the school or its special activities, events, trips, or performances. In the classroom, no student shall unreasonably impair the teaching or learning process (this includes protests). Any student who commits the above violation is subject to being assigned ISS or suspended OSS depending on the circumstances. The School Resource Officer may also be involved and charges of disrupting a school day can be filed if/when necessary at the discretion of the Head of School or SRCA administration.

Theft, Vandalism and Damage to Property

No student shall willfully damage, deface, mar, or destroy any building, school bus, vehicle, property, grounds, supplies, furnishings, or equipment belonging to the school or other public property. No student shall damage or steal any property while participating in any school-sponsored activity, or while riding the school bus. Any student who participates in vandalism is subject to being assigned ISS or OSS, restitution to recover damages, and/or criminal charges depending on the circumstances.

Searches of Students and Students' Possessions

School officials have the authority to conduct reasonable searches of students and to seize students' unauthorized materials for the purposes of maintaining a safe, orderly environment and upholding standards of conduct established by the board or school. Any searches or seizures must be conducted in accordance with the standards described in SRCA Policy 4840 and any other applicable legal requirements. This policy applies to searches conducted on school grounds, in school facilities, or at school-sponsored events.

A student's failure to cooperate with a reasonable search or seizure as provided in this policy will be considered a violation of the expected standard of behavior, and will subject the student to appropriate consequences.

Vape and Tobacco Free Campus

Shining Rock Classical Academy and grounds are tobacco and vape free. In an effort to reinforce the teaching of the harmful effects of tobacco use and to provide a healthful working environment for employees, students, and the public, the Shining Rock Classical Academy Board directs that there be no tobacco use or vape use by anyone while in its buildings or on school grounds. No one shall be permitted to smoke, possess, or use tobacco, tobacco products, vapes, e-cigarettes, or similar devices on school grounds or school sponsored functions, this includes carline. If an adult or any non-student is observed using any of the above mentioned items on school grounds, they will be given a verbal warning, followed by a citation. Any student caught with these items, is subject to disciplinary action, as per the behavior tiers.

All members of the SRCA community should be aware that vape detectors have been installed and are actively monitored while the building is occupied.

Weapons and Dangerous Instruments

Students in possession of a weapon or dangerous instrument will be disciplined to the full extent of the Behavior Tiers and SRCA policy. This will also include the involvement of appropriate law enforcement.

A weapon or dangerous instrument would include but limited to a gun, bb gun, blade, or any other tool with the intent to cause harm.

Student Bus Conduct

Safety is of paramount concern in providing student transportation services. A safe and orderly environment is critical whenever transporting students. Providing safe transportation requires the cooperation of students, parents, and staff. School bus transportation is a privilege, not a right, and the transportation of any student is subject to compliance with the lawful rules and regulations adopted by the SRCA. All students will be given a bus contract at the beginning of the year that will outline the rules and regulations of the bus. Students who are not following the bus code of conduct may be suspended from the bus for a span of time to be determined by SRCA administration and/or the Transportation Director.

Disciplinary action in this area shall be handled by the school administration or Transportation Director. School bus guidelines are as follows:

- A student shall be subject to all school rules while riding on the school bus, activity bus, or other vehicle when being transported to and from school, athletic events, contests, or field trips.
- Harassment or bullying is prohibited on school grounds, as well as on the school bus or activity bus. Such behavior can jeopardize the student's privilege to ride a bus.
- The driver of the school bus, subject to the direction of the school administrator, has the authority over and responsibility for, the operation of the bus and maintenance of good order and conduct.
- The student is to obey the directions of the driver.
- The bus driver may assign seating for a student or students while they are riding on a school bus.
- A student involved in any violation of bus rules or failure to cooperate will be promptly reported by the bus driver to the transportation director.
- No student shall interfere in any way with the safe operation of school buses. Behavior that distracts the driver from their function of operating the bus will not be tolerated.
- Vandalism of the bus is prohibited. If the repair cost is over \$100, in addition to providing restitution, the student involved may be required to serve an out-of-school suspension (OSS).
- The emergency door shall not be opened while the bus is moving or stopped except in cases of emergency.
- Throwing items out of the windows of the bus or having arms or other items held out the window of the bus is prohibited.
- Loud and boisterous talking will not be permitted.
- Food items shall not be taken onto any bus with the exception of authorized (lunch) containers.
- No student shall stand in front of the bar behind the driver or move from seat to seat while the bus is in motion.

The severity of the offense on a bus will be taken into consideration when determining consequences. Students may be assigned a seat or lose their privilege to ride the bus based on their behavior. The following are possible disciplinary actions:

- Conference with the parent or legal guardian.
- Assigned seat on the bus.
- Assignment to ISS or OSS.
- Students will be suspended from riding the bus for a certain period of time. The time a student is removed from the bus could range from one day to the remainder of the year, based on the severity of the offense. The removal and duration of the bus suspension is at the discretion of the school administrator. The length of a bus suspension may increase with each offense, for example:
 - The first offense may be one (1) to five (5) days.
 - The second offense may be five (5) to ten (10) days.
 - The third offense may be for the remainder of the school semester or school year.
 - Certain infractions may require school administrators to report the incident to law enforcement.

Section 9 - Technology Information

Electronic Devices/Cell Phones

Students in grades K-6 are allowed to have cell phones and other communication devices. To comply with policy these devices must be silenced or turned off and stored in a backpack. If they are not in the backpack or are causing a distraction, the device can be taken from the student, and will remain with the teacher or administration until a guardian can pick it up.

Students in grades 7-12 are allowed to have cell phones. To comply with policy, these devices must be turned in at the beginning of each instructional block. These devices will be turned into a numbered pocket in the front of the classroom and students will get them at the end of class. They can be used during class changes, but should never be used in the bathroom. In grades 7-8 devices shall not be used on other hallways other than the 7th and 8th grade hallway.

Reference: SRCA Policy 8500 and 8555

Chromebook Expectations

This information applies to the use of all Chromebooks owned by Shining Rock Classical Academy (SRCA). Students and families are expected to follow these guidelines when using any Chromebook owned by SRCA. All Chromebooks owned by SRCA are school property provided to students for a period of time as deemed appropriate by the SRCA administration. SRCA Chromebooks are to be used as a productivity tool for school-related business, curriculum enhancement, research, and communications. Students will act in accordance with applicable SRCA Board Policies, when using SRCA's Chromebook computers, electronic devices and accessories.

As a student, parent and/or guardian of the Shining Rock Classical Academy's computer network and recipient of an SRCA Chromebook, I acknowledge understanding and hereby agree to comply with the SRCA Policy 8500: *Responsible Use of Technology*.

I understand that my use of a Chromebook is subject to the Student Code of Conduct and all other policies, procedures and guidelines of SRCA.

Students in grades K-6 will be sharing chromebooks in their classrooms. Every student will be assigned a number and that is the chromebook they are to use. Students in grades 7 and 8 will be assigned one specific chromebook. They will be required to keep up with their chromebook throughout the day and put it in the required cart in the afternoon prior to going home. Any damages that occur will be the responsibility of the student to whom the chromebook is assigned.

Students must comply with and agree to the following conditions prior to being issued a Chromebook and Charger (if needed):

- Students must NOT attempt to or install software, hardware or change the system configuration including network settings (except for connecting to a wireless network) on any equipment assigned to the student without prior consultation with the SRCA Technology Department.
- Students are prohibited from using another individual's ID or password.
- Students are expected to prevent damage and theft to all District electronic equipment assigned to them.
- Students and/or families are held personally and monetarily responsible for any loss or damage caused by intentional vandalism or negligence concerning assigned district electronic devices.
- Students will not be held responsible for manufacturing defects or technical problems resulting from regular school-related use.
- Students must provide access to any equipment and/or accessories they have been assigned upon the school's request.
- SRCA reserves the right to collect and/or inspect Chromebooks at any time, including electronic remote access to the Chromebook. Teachers, school administrators, and the IT staff may use monitoring software that allows them to view the screens and activity on student Chromebooks.
- SRCA utilizes an Internet content filter that complies with the federally mandated Children's Internet Protection Act (CIPA).
- After repeated times of repeated damage, the administrator may require a student to be a "paper-only user".

Support Information

- Chromebooks must be returned immediately when a student transfers out of SRCA, is expelled, or terminates enrollment for any reason.
- Any repairs that need to be made on the Chromebook should be completed by SRCA and not an outside party.
- All activity on the Chromebook and district-issued email account, whether conducted at school or off site, is subject to search by the district.

Damage Fees and Information

- There is no annual technology fee.
- Minor damage will incur a \$30 fee to the student/parent/guardian. For example, minor damage may include a damaged keyboard.
- Major damage will result in a \$120 charge to the student/parent/guardian. For example, major damage may include a damaged screen.
- If a Chromebook is lost or totally destroyed there will be a \$300 charge to the student/parent/guardian.

Suggested Precautions for General Chromebook Use

- Do not place drinks or food in close proximity to your Chromebook.
- Extreme temperatures or sudden changes in temperature can damage a Chromebook.
- Do not leave your Chromebook in a vehicle.
- Chromebooks must remain free of any writing, drawing, stickers, and labels (unless added by SRCA staff).
- When using your Chromebook, keep it on a flat, solid surface. This will allow air to circulate through it.
- When charging a Chromebook, always keep it plugged into a surge protector.
- Chromebooks must never be left unattended in any unsupervised area.
- Always transport Chromebooks with care with the screen closed, never lifting them by the screen.
- All students should recognize and guard their personal and private information. While on the Internet, students shall not reveal personal information.

Artificial Intelligence (AI)

AI is an area that is rapidly evolving. Students will be exposed to AI and taught how to use it in an appropriate manner. Parents will be asked to sign a waiver that allows the use of specific artificial intelligences, so that we may educate our students in the ethics and appropriate uses of this technology. Teachers will also be using this as a way to help improve their instruction, however there shall never be private information used in the AI programs used. Students are expected to abide by the code of ethics for AI and use it as a tool, but not rely on it solely to complete their work. If a student uses AI with an assignment, it should be properly cited, and it should be evident that the student also put in a fair amount of the work. As this is a constantly changing area, SRCA's AI committee will be reviewing policy, norms, expectations and other aspects of AI to make sure that everyone is as up to date as possible in this area.

Please refer to AI *policy 5300*

Technology Opt-Out Options

If parents/guardians do not wish for their child to have a Chromebook for school use, they must write a brief note to their child's appropriate director (Lower School Director or Head of School) stating that they do not wish for their child to be provided with an SRCA Chromebook.

If they do not return a written statement to your child's administrator, permission for using SRCA Chromebooks will be assumed.

Disclaimer

The Administration at Shining Rock Classical Academy reserves the right to handle any incident that is not covered or mentioned in this handbook in a timely and appropriate manner. Serious or repeated violations of one or more rules would suggest a need for strong parent-student-administrator communication, coordination, and consideration of outside assistance, and may result in suspension and possible recommendation for long-term suspension or expulsion. The severity of the offense will be taken into consideration when determining consequences. When needed the school resource officer will be used to help with consequences.

Non-Discrimination Statement

It is the policy of Shining Rock Classical Academy not to discriminate on the basis of race, ethnic origin, sex, or disability in its educational programs, activities, or employment policies as required by Title IX of the 1972 Education Amendments, Section 504 of the Rehabilitation Act of 1973, and Title II of the 1990 Americans with Disabilities Act (ADA).

Dress Code - Grades K-8

Guidelines for Shirts, dresses and jumpers

All shirts, tops, and Jumpers shall have the SRCA logo in silver, blue, or white. All tops must have a collar. Acceptable tops shall include:

- *Polo shirt that is either Navy or Gray.*
- *Polo dresses that are either Navy or Gray.*

Jumpers shall be worn with a top that complies with the tops guidelines. Jumpers may be the following colors:

- *Clear Blue Plaid (Note: No logo required for this pattern)*
- *Khaki*
- *Navy Blue*

Jumpers and polo dresses must be within 3 inches of the top of the students' knee. Appropriate undershorts or leggings should be worn with these options.

Guidelines for bottoms

All shorts, pants, skirts, and skorts shall be khaki, navy blue, or clear blue plaid. Shorts, skirts, and skorts shall be of a length to be within 3 inches of the top of the students' knee. Leggings and tights shall be navy blue or gray. These may only be worn under skirts, skorts, jumpers, and polo dresses. Cargo pants, shorts, or similar are prohibited.

For grades 6-8, students may wear blue denim jeans. Jeans that are ripped, with holes, or excessively frayed are prohibited.

Outerwear

Cardigan sweaters, zip-front fleece jackets, or school distributed hoodies may be worn in the classroom. These must be solid Navy or Gray in color and free of brand logos or embellishments. Winter coats and jackets shall be worn outdoors only.

Hats may not be worn in the classroom. Hats may be allowed during fieldwork or with permission from the classroom teacher. If a hat is allowed, it must be free of offensive language or images. When content is in question, the administration's interpretations will be final. Cold weather headgear is allowed for outdoor use only.

Shoes and socks

Student shoes must be of a solid sole with closed-toe and closed heel. Students should come to school with appropriate footwear to fully participate in PE and outdoor instructional activities.

Footwear that is not allowed includes but is not limited to:

- *Any shoe with wheels*
- *Flip-flops including open heel Crocs or similar styles*
- *Boots during PE*
- *Steel-toe boots*
- *Socks should be solid in color.*

*****Students may dress down each Friday wearing an SRCA tee shirt and/or jeans meeting school guidelines.**

Dress Code - Grades 9-12

High school students will be participating in learning opportunities that will take them off campus and into different instructional and community settings. Students are expected to be dressed in a manner that represents themselves and SRCA in a positive manner. This policy serves as a guide for students to demonstrate the SRCA Core Values in actions and appearance.

*Students in high school grades may wear the traditional SRCA uniform if they choose.
Students in 9-12 are permitted to wear the following:*

Tops

- *Collared shirt of any color or pattern*
- *Blouses of any color or pattern*
- *Open-shoulder, V-neck, or U-neck tops (females only)*
- *T-shirts, fleeces or hoodies that are free of alcohol, tobacco, sexual, or socially offensive images or language.*
- *Be of an appropriate length to consistently connect with the bottoms mentioned below*

Bottoms

All bottoms must be free of tatters, holes, or excessive frays.

- *Shorts / skirts must be no shorter than 3 inches above the knee (approximately mid-thigh)*
- *Jeans of any color or pattern*
- *Any color or pattern chino type pant or shorts*
- *Leggings with an appropriate length tunic top*

Outerwear

- *Heavy coats must be left in lockers during the school day unless students are told ahead of time of outdoor activity*
- *Light weight jackets, fleece, cardigans, or similar are permitted within the classroom*
- *All headgear must be left in lockers and removed inside any building*

Footwear

- *Closed toed shoes for all students are required*
- *Steel-toe shoes and boots are prohibited*
- *Flip-flops and slides are prohibited*

Athletic Wear

Students will be permitted to change to athletic shorts and t-shirt for PE. T-shirts should comply with the above guidelines. Shorts may be athletic of reasonable length and fit.

Compression shorts or similar may be worn under athletic clothing.

Athletic shoes are required for participation in all PE classes.

Distractions Clause

Students are expected to respect the individuality of others in the same manner as their own. SRCA respects the views and values of all students; however, the instructional setting is not appropriate for clothing that expresses political or social views that can distract from learning. If a student seeks clarification on this clause, this will be provided by the Head of School and this decision will be final.

Coversheet

Staff handbook

Section:	II. Head of School Report
Item:	C. Staff handbook
Purpose:	FYI
Submitted by:	
Related Material:	Staff Handbook 2025-2026.pdf



Shining Rock Classical Academy
Faculty and Staff Handbook
2025-2026

Mission Statement

Shining Rock Classical Academy cultivates critical thinking skills and fosters a lifelong love of learning through rigorous academics, experiential education, and our core values of Integrity, Respect, Compassion, Responsibility, Wisdom, and Leadership.

Core Values

Integrity 🦅 Wisdom 🦅 Respect

Leadership 🦅 Responsibility 🦅 Compassion

A Welcome from the Head of School

Welcome and congratulations to you for being a part of an awesome staff that is dedicated to making SRCA a great place to learn and work. As you explore this handbook, you should find that this is a resource for meeting the standards of being a staff member of SRCA. As we enter into this school year, you should be aware that this is shaping up to be one of our best school years at SRCA.

As SRCA begins our 2nd decade, we enter a time of tremendous opportunity to continue our growth and impact on our community. We are operating and working in a time and climate that is increasingly more challenging for everyone involved. With this in mind, I would like to encourage you to pay attention to the details.

During the summer, this handbook has been reviewed and adjusted just as additional procedures and policies have been. Each change has been made with two thoughts in mind. First, can we make a process more efficient and impactful for all involved. Second, does this modification empower our staff to be the best they can in all facets of their work? My challenge for you is to apply our policies and procedures with these two core thoughts in mind.

For example, the SRCA Behavior Tiers have been revamped with purpose and intention. This has been an ongoing process over the past 10 months that has generated a product that is intended to achieve both of these goals. The tiers have been expanded to address more complicated issues and provide interventions that engage all stakeholders. The tiers have been rethought to promote parent involvement and communication over punitive measures. Consequences still matter, however the most impactful way to create positive outcomes is with parental support and establishing boundaries in your classroom.

So my challenge for you is to take what you see and feel from the revised tiers and apply this to your daily work. The tiers provide you with opportunities to grow and be creative. Seize those opportunities to build lifelong, purposeful relationships to impact the now.

Those moments are smaller and more frequent than you may realize:

- How do you greet students entering your classroom?
- What is the last impression you give when they leave?
- When a grade is below what they expected, how do you support and encourage?
- Do you share little moments with parents?

The little things matter! Lean into those little moments, the opportunities to make a huge impact. The opportunity to make a difference lies within the minutes of the days, not the hours. Go into this school year feeling empowered to make the most of these minutes to make every day

A Great Day to Be a Falcon!!

- Joshua Morgan

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Curriculum Topics

Adopted Curricula

It is expected that the adopted curriculum will be implemented in the classroom daily. Although there will be days where teachers deviate by doing an extension or a hands-on activity, the basis of the instruction should come from the given curriculum and standards.

- **K-5 Math**: Envision should be used with fidelity except in instances where it does not align with the state standards. Think of it as a buffet using the parts that work for you each day. There will be days where you need to use your professional judgment to supplement your student needs, however Envision should be used regularly.
- **K-3 Science and Social Studies**: Listening and Learning through Core Knowledge should be the basis for your instruction. The curriculum and supplemental materials can be found online.
- **4-5 Core Knowledge Language Arts**: Readers and curriculum are available online as needed.
- **Grades 6-12 Math**: Open Up Resources should be used with fidelity, as it does follow the NC State Standards. Use your professional judgment to supplement your student needs, however Open Up should be used regularly.
- **Grades K-2**: Haggerty reading is used to explicitly teach phonics each day.
- **Grades K-2**: UFLI will also be used to teach phonics each day. UFLI Foundations is an explicit and systematic program developed for teaching foundational reading skills.
- **Kindergarten SEL Curriculum**: “The Spot” should be integrated daily into circle time.
- **Grades 1-4 SEL Curriculum**: <https://online.harmonysel.org/>, a free online curriculum by grade level. This should be integrated and taught at least weekly and more often, depending on the grade level and needs of the classroom.

Lesson Plans

To effectively implement the NC State Standards and Core Knowledge Sequence to all students, everyone should develop a set of lesson plans for each day of instruction. Lesson plans should be available anytime upon request and should be completed for the entire week. Plans should be aligned with the NC State Standards and/or the Core Knowledge Sequence and have differentiated practices for all learners. Lesson plans will be visible in a shared drive with all administrators and co-teachers. Assignments and activities in class should be similar among classes in grade levels, and plans should show evidence of collaboration.

A Google Drive for your grade level or group will be shared with you by either Mr. Morgan or Mrs. Jenkins. Please keep this drive well organized with your plans. There are examples for you to see. All PDF's and other support documents should be in your file.

Annual Plans

Grade-level annual plans are to be submitted to the shared grade level lesson plan Drive by August 25th. Annual plans should encompass all standards and content the teacher is responsible for providing. In grades K-6, science and social studies will come from Core Knowledge, and grades 7-10 will follow the state standards. All grades should use the **Core Knowledge literature** selections in their ELA teachings. All grade levels will follow state standards for math and reading. Grades 5-8 will also follow state standards for science. Please make sure the specific standards are evident on your annual plans. Annual plans should be developed by the CURRENT grade level team in a collaborative effort.

Grade Level PLC Meetings

Each grade level and/or department is expected to meet as a group at least once a week to discuss procedural and instructional issues. Minutes from these meetings must be recorded and submitted in a folder that each grade team member, instructional coach, and administrators will have access to. The minutes should be submitted using the PLC Document template and filed in the correct grade level folder on your Google Drive. Teams should be meeting, collaborating, and communicating daily with one another, but minutes are only required from your weekly grade-level meeting. You will need to make the instructional coach aware of the regular meeting day and time by sending them a calendar invite. The school administrators will make every attempt to attend one of these meetings during each month.

School Level PLC Meetings

The school calendar has several half days built in this year. These days are REQUIRED for teachers to attend. You should not plan appointments or ask off for these days. These days will be utilized for schoolwide, departmentwide, or vertical alignment PLCs. Teacher Assistants should plan to be on a rotation to assist with WINGS on these days.

Professional Development Plan

Each teacher is to have a professional development plan (PDP) submitted by August 31. A PDP shall consist of the following:

- At least 2 Instructional Goals based upon the School Improvement Plan
- 1 of the above Instructional Goals may be a common grade level or school-wide goal
- At least 1 Personal Enrichment Goal that is unique to the individual
- Beginning Teachers should meet with their assigned mentor prior to creating their PDP
- All teachers should schedule a meeting with their grade band administrator to review the completed PDP for pre-approval. Once this is done, the Head of School will then sign off on NCEES.

—K-5 S. Jenkins 6-8 H. Wilson/Buf EC A. Anderson H.S. K. Buf/Wilson
Specialists Art/Music/Spanish – Wilson PE/Health/AIG/Counselor- Jenkins/Buf

Professional Development

Professional development (PD) will be offered throughout the school year for all staff. Every effort will be made to have these opportunities available on teacher workdays instead of after hours. For this reason, all teacher workdays are considered mandatory and all efforts should be made to avoid appointments that would limit participation.

SRCA is a member of the Western Region Education Service Alliance (WRESA). WRESA provides a large number of PD opportunities that can take place on campus or that staff can participate in on the WRESA campus in Asheville. These offerings are free or at a very reduced rate to SRCA staff. If you are interested in participating, please let your administrator know so that you can be registered.

It is the responsibility of the individual to keep track of Continuing Education Units (CEUs) certifications and documentation. When the license renewal is due, SRCA has a CEU form that can be completed and signed for submission to DPI.

The expectation for staff Professional Development is not only attendance. Active engagement in the activity is expected so that effective implementation can be observed later.

Licensure

SRCA strives to have all teachers licensed in the area where they teach. **It is the teacher's responsibility to keep up with licensure renewals.** Teachers working on their residency must keep up with their coursework to ensure that they finish their program and are able to finalize the licensure process. The university you are working through should submit all information to DPI, but the teacher will likely need to follow up to ensure they have done what was required. If an extension is needed outside of the regular Residency program, teachers must submit a request to SRCA Administration. If you have questions regarding licensure, reach out to our teacher licensure coordinator, and can help you find the answers you need.

-----There may be situations in which a teacher is unlicensed. These situations are rare and will be monitored and approved on a case-by-case basis.

If you successfully complete a course, test, or other metric for an add-on to a teaching license, it is the responsibility of the teacher to provide the necessary information to DPI to receive the additional certification for the license. If you do not submit the necessary information to DPI, the add-on will not show up on your license, and you will not be recognized as being licensed in that area.

Beginning Teacher/Mentor Program

As a beginning teacher (BT), it is the job of the school to provide the additional support needed to help them be a success in the field. All BTs are assigned a mentor. The mentor will meet with their BT bi-weekly, or more, depending on need. BTs will be able to go to them in confidence with any questions or concerns they may have. BT/mentor meetings will have minutes kept and reported in a timely manner on the designated Google Form - BT & Mentor Meeting Documentation Form. There are also mandatory monthly BT meetings to cover topics that the teachers have identified as a need.

At least once per quarter, BTs will be required to observe their mentor in the classroom, and their mentor will also do a peer observation of them. BTs will have the opportunity to observe other teachers in the classroom as well. All observations should be recorded on the BT/Mentor Observation Report form. There will be book studies and regular PLCs to participate in so that teachers may earn CEUs. Professional development sessions will be offered, but teachers may also find PD outside of the campus and request permission to attend.

A new teacher is considered a BT until they have finished their third year of teaching. Once a teacher moves into their 4th year of teaching, they are able to serve as a mentor to new teachers.

Mentors of first and/or second-year teachers will be given a semesterly stipend (Stipend dependent upon annual budget). In order to receive the stipend, all paperwork must be completed and turned in, and all meetings must be attended and recorded. Paperwork must be submitted to the correct folder on Google Drive. Stipends will be given in December and May.

Mentors are selected based on years of experience, good standing, and proficiency. They are also required to complete a 10-hour mentoring course online. Mentors will meet once a quarter with the BT Coordinator. Mentors are encouraged to participate in mentoring PD events.

Interns and Block Students

SRCA has fostered a great partnership with Western Carolina University. WCU will be placing interns (student teachers) with us this year. These students will do a full year of teaching at SRCA with a cooperating teacher who meets the criterion set forth by WCU. You are able and expected to leave the interns unattended with your students. However, all activities and instruction needs to be monitored closely as the class is still the responsibility of the host teacher. It is our job to be professional in front of and around everyone. It is a privilege and honor to prepare future teachers for the world.

Host teachers should pay attention to lesson plans, grading, student interactions, and staff collaboration. Constructive feedback should be provided continuously with honest conversations and include administration if needed.

Block students will also be placed at SRCA. These students are only here once a week for the semester. Block students should get both hands-on experience, as well as observational time in the classroom with their cooperating teacher. Block students can work in small groups with students and teach lessons to the classroom as they will have requirements to fulfill for WCU. Block students should **not** be left unsupervised with students, as they are not yet interns.

If you have an issue with your Block/Intern Student from WCU, please reach out to their supervisors. Enlist the help of administration if needed, or if you are unsure how to handle a situation. If a student does not have their lesson plans turned in to you on time, do not allow them to teach the lesson. Student teachers must be prepared, and if you have not had time to preview the content due to turning in work late, they should not teach it. Make sure to provide encouragement, and feedback regularly to help them be successful. Student interns are a great recruitment tool. We want to ensure we are helping to create an innovative and positive environment for the next generation of teachers to learn and thrive.

Academics

Student Homework

- **K-5**— Students should have 20 minutes of reading each night and an appropriate reading log for their age/grade. The reading log should be graded weekly. In K-2, this can be UFLI-based. The only other homework that can be assigned is math fact fluency, but this should not be graded. If accountability is needed, an assessment of some kind can be assigned at school.. In 5th grade, there can be additional science vocabulary homework. If a project is assigned, there should be at least a 2-week notice, and no other homework should be given other than reading (no log).
 - If a parent requests additional homework or resources, this should be given, although no grade should be assigned.

- **Middle and High School**

Homework assignments at the middle and high school level should be purposeful continuations (or extensions) of the instructional program and an integral part of the total evaluation. Homework, appropriate to the student's development level, should be given for review, practice, reinforcement, inquiry, application, and enrichment. Homework should help students become responsible, self-directed learners.

Although the time required for the completion of an assignment will vary from student to student, teachers must be mindful that students are completing four courses concurrently when planning homework and should implement the following ideals:

- Strive to make homework assignments that do not exceed 30 minutes per day per class.
- Encourage students to make recreational reading a part of their evening activities.
- Require students to submit parts of a project assignment in stages to discourage procrastination.
- Do not add additional homework time over the weekends or holidays.
- Be mindful of student extracurricular activities and commitments.
- Be mindful of technological restrictions at home for students.
- Communicate a homework plan for each class clearly on each class syllabus distributed at the beginning of each semester.
- Provide homework assignments that are specific, within the student's ability, and have clearly defined expectations.
- Answer and clarify questions pertaining to the completion of all homework assignments.
- Provide specific and timely feedback or assessment on homework assignments. Communicate how the feedback or assessment will occur.
- Communicate with other teachers.
- Involve parents and contact them if a pattern of late or incomplete homework develops.

- Encourage time management skills, independent study, and organizational skills.

Actual time required to complete assignments will vary with each student's study habits, academic skill, and selected course load. Students taking honors-level, AP courses, or dual-credit courses should expect an increased homework load.

Agenda Books

Students in grades 2-8 will have agenda books. It is required that each teacher take time out of their class period/day to fill out agenda books. Students should be guided/instructed on what to write in them to ensure it is done. There should be a daily check on the agenda books to make sure they are signed. Establish a daily routine to make the most out of the agenda book. If students lose the agenda book, there will be a \$10.00 fee charged in order to purchase a new one.

Student Grading

It is the responsibility of the teacher to assess and assign grades to student work. Teachers in grades K-12 should have at least 9 grades per subject at the end of the 9 weeks and at least 5 grades by mid-term reporting. Students in grades 6-12 should have both a midterm and a final exam grade (if there is not an EOG/EOC).

All final grades on both progress reports and report cards should be an adequate reflection of what students can do and what they are demonstrating. Effort grades should be kept to a minimum, as they are not a proper reflection of student performance and progress. When possible, use rubrics to provide grades to students with clear parameters and guidelines. All projects should be graded with a rubric that students are given at the time of assignment. All grades must be put into Infinite Campus and meet the deadlines given by the data manager. Grades should be updated weekly in Infinite Campus. If a child is going to receive a W, N, D, or F on their progress reports or report cards, parent contact must be made at least two days before the report goes home. Parents should NEVER be surprised by a bad grade.

If a child is not performing on grade level, they should not be receiving an A on their report card, unless they have an IEP. Students will not be considered for retention or Special Education services if they are making good grades on assignments or report cards. Assessments should be common for all students in a specific grade, in order to see accurate growth and proficiency. If a student is chronically absent, their grades should reflect this. If they miss the same classes regularly, this should be reflected in the report cards.

For K-4, teachers in the same grade should have matching grading expectations and should share the same grading criteria.

- **Specials**

Students should have a weekly grade for the specials that they have. This may be a progress check or a participation grade. If a student is unprepared (inappropriate footwear, necessary supplies not brought to class, etc.) or refuses to participate, this should be accounted for in their daily/weekly grade. If they miss the class due to chronic absences, this MUST be reflected in their grade.

In grades K-1, students receive grades:

M	Mastered Grade Level Standard
P	Proficient on Grade Level Standard
W	Working toward Grade Level Standards
N	Not Yet

In grades 2-12, students are graded on a 10-point scale:

A	100 - 90
B	89 - 80
C	79 - 70
D	69 - 60
F	59 and Below

Artificial Intelligence (AI)

AI is a new and emerging technology that is having an increasing role in the teaching and learning of students across the globe. SRCA is embracing this new technology in a safe and educational way. AI should be used regularly to help in lesson planning or activity development. The use of AI checkers is not allowed at SRCA. If you suspect a student has done their work solely with the use of AI and did not cite the source, a conversation is needed, but accusing a student of cheating for use of AI is not best practice, and can open the school up to a lawsuit. All teachers and staff should familiarize themselves with the AI policy.

Specials Schedule

Students will have a different special each day of the week, Monday through Thursday. Every grade level has been assigned a set specials time. Teachers will need to arrive on time to drop students off and pick up students at the designated classroom. If a teacher is late dropping off a class, no additional time will be added to the special. There is a Friday schedule on the master schedule so that you know which class you have on Fridays for the school year (for applicable grades). The schedule does operate minute by minute – DO NOT BE LATE to deliver your students, and teachers should not be late if they are traveling by cart. Administration will be made aware if someone is consistently late picking up their students. Specialists have limited time to prepare between classes, and it is imperative that teachers are on time for both drop off and pick up.

Electives

Students in grades 6-12 will participate in electives each day. Students will have the opportunity to select electives or be assigned electives depending on the schedule. Specialists provide one elective each semester. Electives change semesterly. Once students are assigned to an elective, it does not change unless there is administrative approval. Electives should be well-planned and rigorous.

Electives should occur daily. The only reason there should be a day where electives are not occurring as regularly scheduled would be due to testing, field trips, early dismissal, or a delayed schedule. Some electives have high school credit and must occur regardless.

Virtual Learning

There are only 4 approved ways for students to participate in virtual learning.

1. There is a doctor's note or the SRCA school nurse's approval. Students should have access to online assignments and join the class virtually at least three days a week if it is due to COVID or another sickness.
2. It is a school or grade-level-wide virtual learning day.
3. Students are unable to attend school on an inclement weather day because it is unsafe for the family to travel to school.
4. Administration has deemed it necessary for the student to be educated from a setting that is not on the SRCA campus.

If a student needs to be moved to virtual learning, the teacher will provide the instruction required. This can be via packet sent home, Google Classroom, and/or Zoom meeting if needed. The school nurse is the only person who can put a student out on sick virtual learning. Students who will be learning virtually **MUST HAVE ADMINISTRATIVE APPROVAL**.

If a remote learning day is called due to inclement weather, students will have a remote packet to work on, or work on Google Classroom. Teachers may hold virtual classes that students need to attend. Teachers must be available via email or ParentSquare to answer student/parent questions during regular school hours.

Experiential Learning

Experiential learning is a cornerstone of Shining Rock, which involves a combination of fieldwork and classroom-based reflective activities. Experiential learning is an engaged learning process whereby students “learn by doing” and by reflecting on the experience. Experiential learning should be evident in classrooms daily across the curriculum. If you need additional support on how to properly incorporate experiential learning into your daily instruction, please connect with the Instructional Coach or Administration.

MTSS

The Multi-Tiered System of Support (MTSS) is the process designed to give students additional support and interventions to help close the gaps that a student might have. It is the teacher's responsibility to provide interventions and collect data to track student progress. There will be required MTSS meetings to go over data and get multiple ideas on ways to best support the student. A student CANNOT be referred to EC without having gone through MTSS. The MTSS Coordinator can help with any questions you may have. MTSS should be done throughout ALL grade levels K-12.

AIG

AIG is a program offered to students who meet the very specific criteria to receive this designation. There is a referral process should you need to refer a child to be a part of the AIG program. The AIG director is responsible for getting all information regarding referrals to staff, so that the process is transparent. The AIG director and AIG teacher are responsible for identifying and ensuring all students are served according to their DEP. Students across all grade levels 3-8 meet weekly with the AIG teacher. The AIG director observes in classrooms to assist with identifying students. The AIG teacher will also provide enrichment in the lower grades when the schedule allows. There will be blanket testing of 2nd grade and testing for selected students across grades. Parents will be made aware if their student(s) are being tested.

Class Procedures

Teacher Supplies

Basic supplies are currently located in the office. These supplies are for the entire school. Do not take more than you need for the success of your classroom.

Teachers will be responsible for ordering their classroom supplies through Amazon. Each teacher/grade has a budget given. They can order what is needed from there. Your entire yearly budget is loaded on your account. Do not spend it all in August, as you will want supplies in January. The budget is for everyone in the grade level. Please communicate with your team when spending money. NO FURNITURE OR STORAGE CAN BE BOUGHT THROUGH THIS.

Classroom Management

It is the job of the classroom teacher to establish proper classroom procedures that help in maintaining a positive and engaging learning environment. Teachers should work with their teams to establish a set of non-negotiables for their grade level. These should be the same across the grade level. Each grade level should have similar consequences, both positive and negative, for students.

You should have a positive reinforcement system for behavior management in your classroom. Stay away from clip charts or other forms of management that are left out publicly for all to see. Whole classroom punishments are highly frowned upon and should be used very sparingly (or not at all). Try to give an additional reward to the students' behavior instead of giving them an unearned negative consequence. Make sure you are following the behavior tiers for your grade band. They should be posted on the wall as a reminder to students. Please follow the tiers for actions for each behavior that you may see.

Classroom disruptions

Time on-task is vital for student and teacher success. Phone calls from parents will not be sent to the classroom during the instructional day. Office staff will call only when necessary. Unnecessary interruptions should be avoided at all times. Radios will still be used when needed.

Building and Grounds

Teachers are responsible for instructing students in the proper care of all school property. This includes textbooks, computers, supplies, furniture, equipment, and the building and grounds.

- Please discourage writing with sidewalk chalk on the buildings
- If students are eating, completing projects, etc, on school grounds, all trash should be picked up and properly disposed of before leaving the area.
- No eating in the playground area.
- If you are eating outside, please take a trash bag or trash can with you. Do not overfill trash cans.

Outdoor Classroom Labs

There are outdoor classroom learning areas located on the Russ campus. These spaces should be kept neat and clean with all materials properly put away after each use. A sign-up sheet will be shared to reserve one of the spaces and prevent overbooking.

- Pond View Outdoor Lab – This is behind the building, above the retention pond. This classroom is best suited for second grades and up. In the deck box you will find:
 - White Board
 - White Board Markers
 - Clipboards
 - Crazy Creeks

Class Pets

As a part of the total educational environment, having a class pet is an acceptable means of enriching the curriculum. Caring for the pet's welfare is the responsibility of the teacher. Any harm the animal causes to individuals on school grounds will be the teacher's responsibility. Teachers will notify the Head of School in advance of any animal brought onto school grounds.

School Counselor and Social Worker

Students in grades K-5 will have bi-weekly meetings with the School Counselor. This has been built into the schedule and will focus on implementing SEL during this time. This will be a set time occurring every other week and will not change. Please see master schedule for these times

Grades 6-8 will have scheduled times for instruction with either the School Counselor or the School Social Worker, depending on scheduling and availability. There are components of the SEL/Anti-Bullying/Career Readiness Curricula that must be covered by someone with the proper training.

If students need individual counseling, a meeting will need to be scheduled with the School Counselor and the student. In lower grades, teachers should send the School Counselor an email or call her, letting her know a child needs a meeting. The same can be done in the upper grades, but students in grades 4-12 can also leave the School Counselor or Social Worker a note during non-instructional time. Students should not be sent to the School Counselor/Social Worker without proper notice.

If you have a concern with student attendance, you should email the school social worker, as they should be a part of attendance issues. If there are DSS referrals that need to be made, you should email both the counselor and the social worker. The School Social Worker will work more directly in providing support and instruction to grades 8-12, but will also support the behavior team (K-7) and teaching career readiness and other classes in the middle grades as needed.

Fieldwork

Fieldwork is an important part of our work at SRCA. Teachers are expected to plan and implement **3-6 fieldwork experiences per school year, including a capstone trip.** Fieldwork experiences should be authentic and involve experiences that are not possible within a classroom setting. Regular day trips should leave campus no earlier than 8:00 am and return **no later than 2:30 pm.** Students are required to ride the bus to their fieldwork destination and may be signed out to ride home with a parent or guardian if the parent was in attendance. **Grade levels arriving back to campus after 2:30 without prior permission will not be permitted to take any other trips out of Haywood County.**

When planning fieldwork, be mindful of the distance being traveled. There will be no approval for the trip if the time spent on the bus exceeds the time students actively engage in the fieldwork itself. Fieldwork must be planned as far in advance as possible. No fieldwork should be expected to have approval with less than 1 month's notice (make sure that you have submitted a transportation request as part of your paperwork).

Our experiential learning model includes fieldwork and a follow-up or culminating activity that will occur after the students are engaged in the experience. Details of this activity will be a requirement on the fieldwork form and must be included on the form before approval of fieldwork activities will be given. The activity should be an in-class activity and not a take-home project.

Teachers need to communicate with the finance director throughout the funds collection window in order to know who has paid for the trip. They should not ask the day of. Please track who has and has not paid. We do not leave students behind due to nonpayment, but if it is habitual, the office needs to be made aware so they can attempt to collect payment. This should only happen after the teacher has given multiple reminders requesting the payment.

Capstone Trips

All grade levels will plan and implement a capstone trip. In grades K-5, this is an extended day trip. The capstone trip should be a value-added trip that enhances the curriculum in a significant way. The bus and driver should be separate from the regular SRCA buses and drivers, as they will be needed to get all other students home. Please make sure that you are boarding and off-campus before 7:15 am, or you will begin loading after 8:15. Do not plan on boarding the bus from 7:15-8:00.

Teachers will develop a relevant follow-up activity for every field work trip, and the assignment following a capstone will be more comprehensive and involved. Teachers may assign this and give students a virtual day the following day if the capstone trip will last more than 10.5 hours and students will return home after 5:30 pm. Teachers should be easily accessible to students as needed these days and should make sure to communicate to parents the assignments students are to do while working virtually. Teachers should be on campus during the Virtual Day, and should be at school no later than 9:00.

Grades 6-12 should take an overnight capstone trip that adds value to the curriculum or Core Values. Fundraising must be planned to help ensure that there are no barriers preventing student participation.

All capstone trips should be planned tentatively by mid-September so that parents have time to plan and grade levels have time to organize a fundraiser to help offset costs. There should be no capstones taking place after April 1.

Testing

Shining Rock Classical Academy participates in all state testing, which includes:

- Beginning Of Grade Test Reading– Grade 3
- End of Grade Test Reading– Grades 3-8
- End of Grade Test Math– Grades 3-8
- End of Grade Test Science– Grades 5 and 8
- End of Course Tests –8th grade & High School
- PACT– 10th Grade
- ACT– 11th Grade
- mCLASSreading assessments– Grades K-3
- Check-Ins - 3 times a year - Grade 3 & High School
- Math Formative & Summative assessments - Grades K-2

There is one testing coordinator who manages all aspects of testing, including assignments and training. Training sessions will be required for administering these tests or serving as proctors.

There are also benchmark assessments that we participate in as a school to ensure that we are tracking student progress effectively:

- CORE and PAST– Grades K-5 (selective in grades 3-5, not required)
- MAP Testing in Reading and Math - Grades 4-8

Non-Curriculum Issues

Student Medical Procedures

Medical boxes contain EMERGENCY LIFESAVING medications. The teacher should have this nearby at all times for easy access as needed for the student. Students should never be in charge of or have unattended access to the medical box.

Each teacher is assigned an orange emergency bag. The teacher is responsible for carrying the orange emergency bag whenever the class is outside of the classroom and should place the medical box in the orange bag for transport during these times.

If students require daily medication(s), PLEASE set an alarm or another reminder system so that students are sent to the nurse on time to get their necessary medication(s).

If a student becomes ill during the school day, please ask the child if they have eaten or have had enough water to drink. If this is the issue, then allow the student to have a snack or encourage them to drink more water. The student should not be sent to the nurse if these remedies correct the illness.

If you need to take a student's temperature, there is a digital thermometer available in the orange emergency bag. (There are also extra batteries in the office should you need them.) Here are some tips for taking a temperature:

- Take the temperature on the forehead or temple that has been exposed to air.
 - ◆ If the student is wearing a hat or hoodie, remove it before taking their temperature.
 - ◆ Move the student's hair away from the area where the temperature is being taken.
- If your thermometer indicates that the child has a fever, please send them to the nurse to confirm this unless the child is showing additional symptoms where they would need to be sent home. If you contact a parent to pick up the student due to multiple symptoms, please make sure the nurse is aware. They often want to speak with the nurse regarding their required course of action, and she cannot advise if she doesn't know anything about the situation.
- If a child has a fever according to your thermometer, please do not tell them. (A slightly puny child will become a deathly ill child between your room and the nurse's office.)
- Under no circumstances is it appropriate to take the temperatures of all or the majority of the class. If a child does not have reason to need to be checked, don't check it.

If a student is mildly injured during the school day, and the injury can be managed easily with an ice pack or soap, water, and a band-aid, the teacher should take care of it. Otherwise, the student should be escorted by an adult to the nurse's office.

The staff health education courses are to be completed each year by August 31st. Seizure training is due every other year. If you did not complete the seizure training last year, then you must

complete it this year. If you can't remember if you completed it last year, then ask the nurse. Be sure to print the certificate or take a screenshot of it on completion. It will not be emailed to you and you have no way to retrieve it later. The certificate copy should be emailed to the nurse.

Daily Schedule Changes

Changes in daily schedules will occur on occasion. Notify all affected personnel of this change when it occurs, including the secretary in the office. The change should be reflected in your lesson plans for all parties to see. If a change will affect lunch, make the administrative assistant aware AT LEAST 2 weeks in advance. Major changes or activities that are going on that may cause other issues should come with a calendar invite to administration so they are aware of the event that is changing the schedule.

Monthly Calendar

Each month, a calendar will be created for school-wide distribution. All grade-level activities, schoolwide events, sports, and NEST events will be on this calendar. Events should be turned in to the administrative assistant at the front desk by the 3rd Tuesday of each month. It will NOT be on the calendar if it comes in after this date, and if it is not on the calendar, it will not occur. All events for the calendar should be emailed to the administrative assistant no later than the 3rd Tuesday of each month.

Classroom and Grade Level Parties

Each grade level is responsible for developing guidelines for holiday and birthday parties that will be consistent across the grade level. Parties will be allowed to take place during the last hour of the school day. If parents wish to bring snacks for the class for birthdays, the parties should be limited to the regularly scheduled snack time of the class or the last 15 minutes of lunch. If a parent wishes to bring in a birthday snack, they must send in enough for the entire classroom. Parents should never feel obligated to feed an entire grade level. All snacks and cakes must be store-bought, and parents should be made aware of any allergies

Inclement Weather Procedure During the School Day

When weather events occur that can impact the school schedule, this information will be shared with the staff and school community as soon as possible. Teachers should be mindful of the weather on days of field work and take into consideration the location and weather there as well as in Haywood County when determining if the trip should proceed. Teachers should consult with administration to make a final decision in these situations.

If we are already in session and inclement weather moves in requiring an early dismissal, teachers and staff will be notified first. This will be done in a manner that is discrete and allows for the continuation of normal operations for as long as possible. Notifications will be sent by

the school via email, text, social media posts, and media notifications. Teachers should not communicate any change of the school schedule with parents in this situation.

Inclement Weather Procedure Before the School Day

When inclement weather moves into the area, a decision will be made as early as possible if a schedule change is needed. When possible, these decisions will be made by 9 pm the night before.

Communication of a change in schedule decision will take place in the following order:

1. Email to staff.
2. Voice, text, and e-mail message to SRCA community.
3. Posting to SRCA website and Facebook.
4. WLOS television and website.

A schedule change will be one of the following:

2-Hour Delay. All operations begin 2 hours later. This includes the time for staff to report to work.

Closed. All operations are closed for the day. No staff should report to campus.

Human Resources

Staff attendance/leaving campus

- **Grades K-8**
 - Teachers should report to school each day no later than 7:20 am. The standard work hours are 7:20 am - 3:50 pm. From time to time, there will be meetings or other obligations requiring staff to stay after 3:50 pm. A morning meeting will take place each day at 7:20 am in the lobby. Punctual daily attendance is required.
 - If you need to leave campus for any reason during the school day, you must make administration aware and ensure that your class is covered for the duration of your time out of the building.
- **High School**
 - Teachers will report to the Dellwood campus no later than 7:30 am each day. The standard work hours are 7:30 am - 4:00 pm.
 - The Head of School will do a weekly huddle with teachers on Wednesdays at 7:30 am in the hallway of C building.
 - If you need to leave campus for any reason during the school day, you must make administration aware and ensure that your class is covered for the duration of your time out of the building.

Time Off Requests

All time off requests should be submitted to HR/Administration through Employee Navigator. There is no guarantee you will be granted the time off that you are requesting. Do not plan your time off until it has been approved. Multiple “outs” in one grade level on one day will not be approved unless it is a medical issue.

Taking the day on either end of a break is frowned upon, and should not be a regular occurrence. PLC Days are required. These are not days to plan to be off or plan appointments.

Week-long vacations should not be planned when school is in session. In order not to lose compensation, a doctor's note must be provided if you are out for more than 2 consecutive days. Approval will not be granted for personal leave for more than 2 days in a row. Vacations and other trips through the school year that encompass more than 2 consecutive school days will not be considered PTO.

Days that will **NOT** be approved to be off are:

- July 31; Aug. 1, 4, 5, 29; Sept. 2, 17; Oct 3, 13, 30, 31; Nov 10, 21; Dec 1, 19;
- Jan 6; Feb 4; March 6, 25; April 2, 13; May 1 - 22

Personnel Files

Each employee at SRCA will have a personnel file maintained. Within the file will be initial employment documentation, licensure, employment reviews, and any other documents deemed significant by administration. The employee will always be aware of documents that are being added to a personnel file. In the case of disciplinary action that is included in the file, an employee will be given an opportunity to provide a written response within a reasonable time that is established at the time of the action.

SRCA reserves the right to maintain the personnel file in a physical format, digital format, or both.

Background Check Procedures

Background Check Authorization Forms are included in every new hire packet. New hires are required to complete this in full, including all information requested. The information provided will be uploaded to the school's background check online portal, AEGIS, Screening Management Software, or similar. Review of the background check for the employee will determine final eligibility for employment. A final background report with documented approval or denial for the employee will be placed in the employee's personnel folder.

SRCA reserves the right to run a current background check on any employee currently on staff as seen fit.

Staff Injury

If you are hurt on campus during your contracted hours or at a required staff event, you must report this to the Head of School, Lower School Director, HR Manager, and/or the School Nurse immediately. An incident report must be filled out and submitted to Human Resources in order to be filed properly. The proper documentation should be completed on the day of the incident. If the potential of injury or lingering injury is present, then the employee will be asked to submit to a drug screening for the purpose of workers' compensation.

DO NOT STAND ON ANYTHING OTHER THAN A STEP STOOL OR LADDER WHEN HANGING OBJECTS UP HIGH. Your facilities director can assist with this.

Employee Self-Reporting

If an employee is charged with any crime beyond a minor traffic violation, they are required to report this to the Head of School before the next workday. Failure to report will result in disciplinary action up to and including termination.

Any bus driver who receives a ticket in either an SRCA bus or personal vehicle must report this to the Transportation Director immediately.

Tobacco and e-Cigarettes

All tobacco products and e-Cigarettes (vapes) are prohibited on SRCA campuses and sponsored events. Employees needing support with cessation activities may consult with the School Nurse or Head of School to explore appropriate options. Smoking/Vaping on school grounds is prohibited and is subject to administrative consequences.

Controlled Substances including Alcohol

Any employee exhibiting symptoms of being under the influence of a controlled substance or alcohol while on the job may be requested to participate in a drug and alcohol screening. Failure to comply with a prescribed screening will be considered grounds for termination.

Weapons, Violence, and Threatening Acts

All employees of SRCA have a right to a safe and healthy work environment. Weapons of any kind should never be brought within the building. Weapons include knives, fighting tools, and firearms. Public schools are excluded from Concealed Carry permits, meaning that even with this permit, it is illegal to have on a person or in a locked vehicle a firearm.

Any employee committing a violent act (pushing, striking, or attempting to do so) towards a child or co-worker will be subject to disciplinary action including termination.

Solicitation

Selling secondary goods or fundraising for outside groups among students is strictly prohibited. While this is not an encouraged practice among co-workers, as a family-centered workplace, some situations may occur in which this behavior may be acceptable. These situations include:

- The benefiting organization is school-based.
- The benefiting organization is a non-profit
- No individual gain is being made either by the employee or family member

Employees should seek approval from the Head of School or Lower School Director prior to any solicitation.

Participation in NEST organization

To have a successful NEST Organization, there must be sufficient participation by all of the stakeholders. For this reason, it is expected that all staff be participants in NEST activities and support the vision that NEST has for the school.

Sunshine Committee

The purpose of the Social Committee is to promote a positive climate within our school. All staff are asked to contribute to the sunshine fund each year. Contribution levels will be set annually for staff. Funds will be utilized to provide a budget to express sympathies and congratulations to staff members as those times arise. The Chairman of the Sunshine Committee will manage all aspects of this committee and welcome committee members. Please reach out if you are interested in serving on this committee.

Communication with Parents

An electronic copy of parent information being sent home (e.g., class newsletters, field trip permission forms) needs to be shared with the Head of School or Assistant Directors so that they are also aware of events happening in your grade levels. It is expected that teachers in grades 2-8 use the agenda book as a way to communicate with parents as well.

To communicate by phone, teachers must use the ParentSquare app or call from a school landline. DO NOT communicate through CLASS DOJO or any other third-party app, or have parents sign in to it. All parent communication will go through ParentSquare or email. Each teacher should keep a log to record voice calls made to parents, topics being covered, and response from the parent. Please see the shared log in Google Drive.

If there is an issue in the classroom, you should always beat the news home. Please make sure that a ParentSquare message is sent. If it is a long message, it is better to call, and then send a follow-up ParentSquare or email going over the information shared. Teachers are the first line of communication with the parents. They should almost always hear from the teacher before an administrator.

Office and Hallway Conduct

The main office and hallways in our school are open to the general public. While these are often places where collegial and personal conversations occur, the volume and content of these conversations should remain appropriate. Conversations regarding specific students or groups of students with other school-based professionals should always be considered confidential. It is not acceptable practice to discuss any aspect regarding a student with anyone other than the guardians of the child or additional teachers in a professional tone and volume.

Additional Teacher/Staff Responsibilities

There will be additional responsibilities that teachers/staff must do beyond the scope of their job description. Morning and afternoon duties must be shared amongst the staff. Please follow the schedule given, and if for any reason you are unable to make it to your assignment, arrange for proper coverage. There may be times when we are shorthanded and a call is made to come help. Please come if you are able. Some duties that you may be asked are:

- Carlines (morning/afternoon)
- Breakfast
- Lunch
- Gym
- Carline number input
- Monitoring students in the hallway

There will also be special events taking place outside of the regular school hours. Events involving an entire grade level should be attended by all members of a grade team. These would include events, such as curriculum nights, meet the teacher, and grade level performances. NEST events, school dances, and spring flings are events that teachers will need to sign up on a rotating basis to promote safety and success. While there is a requirement of participation per grade level, not each person will have to be present at each event. Teachers are encouraged to attend school sporting events, especially if they have students participating in that sport. This support helps to build positive relationships with students.

Mandatory Reporting

All employees of SRCA are required by North Carolina law to report any suspected acts of abuse to a child. If you have made observations of injuries to a child or if they have made comments to you that raise your suspicion, you must notify an administrator, school counselor, school nurse, or SRO. Upon evaluating the situation, it may be necessary to make a referral to DHS. If this occurs, then you will be supported to facilitate this contact.

If a referral to DHS is possible, DO NOT question the child further on the topic.

This action could corrupt an investigation from DHS, which is both illegal and can inadvertently prevent the child from being assisted to the fullest degree.

Faculty Dress Code

If an administrator thinks that a faculty member's attire is not meeting the dress code standards, then the administrator has the authority to:

1. Require the staff member to review the dress code.
2. Require the staff member to change into appropriate attire.

Regular School Day

- **Appropriate attire:**

- dresses or skirts that are no shorter than a credit card length above the knee.
- dress slacks, pants, or capri pants
- shoes that are secured to the foot
- tops that have at minimum a credit card-width strap
- leggings so long as they are paired with a top that covers the buttocks
- jeans that are free of tatters, tears, or holes (Fridays only).

- **Inappropriate attire:**

- dresses, skirts, or shorts that are shorter than a credit card above the knee
- spaghetti straps, racer-backed shirts, or other excessively revealing tops
- apparel containing offensive, alcohol, tobacco, or sexual messages
- apparel that expresses a political or social viewpoint except advocacy for the education profession
- leggings paired with a top that does not cover the buttocks
- flip-flops.

- **Fieldwork attire:**

- Appropriate attire should be worn depending upon the field experience. Jeans, school t-shirts, and appropriate length shorts are acceptable for some field experiences. Other experiences may require regular school day attire.

- **T-Shirts**– T-shirts are only allowed to be worn on Fridays.

- The ONLY t-shirts that should be worn are:
 - SRCA t-shirts
 - Solid t-shirts free of graphics
 - T-shirts with teacher phrases

Employee Classifications

According to the Fair Labor Standards Act (FLSA), employees in an organization will fall under two employment classifications. Further, pay status eligibility is determined as either salary (annual rate) or hourly, and benefits are determined as full-time or part-time as well as if the position is continuing or temporary.

The following are working definitions for each of these terms.

Exempt - There are 4 categories to be classified as Exempt. In a school, the two most common are Professional Exemption, which requires an employee to have academic training and requires consistent exercise of discretion and judgment. The second is Administrative Exemption, which requires the management of business operations and exercising discretion and judgment.

Non-Exempt - Employees who do not meet the definition for exempt are, by law, Non-Exempt.

Full-Time - Any employee who works on average more than 35 hours a week is considered Full-Time and eligible for all employment benefits, including cafeteria benefits and health care.

Part-Time - Any employee who works on average less than 35 hours a week. A Part-Time employee may work more than 35 hours in a given week. If the employee consistently works more than 35 hours per week over a two-month period, then a review of employment status and benefits is required.

Temporary - An employee with a defined start and end date for employment.

Salary - An employee who works for a fixed, agreed-upon annual salary. Must be classified as Exempt to be eligible and earn more than \$35,500 per year. Not eligible for overtime pay.

Hourly - An employee who works for an agreed-upon hourly rate. May be classified as either Exempt or Non-Exempt. Hourly employees are eligible for overtime pay.

An employee will be classified under more than one category. For example, teachers will be considered Exempt/Salary. All employees can view their classifications on their job descriptions.

Family Medical Leave Act (FMLA)

Employee Eligibility

To be eligible for FMLA leave, you must have worked at SRCA for at least 12 months and worked at least 1250 hours for SRCA during those 12 months.

Eligible employees may take up to 12 work weeks of unpaid, job-protected leave under the Family and Medical Leave Act (FMLA) in a 12-month period for specified family and medical reasons. For the purpose of determining eligible leave remaining, SRCA will be using a calendar method in which the leave remaining will be based upon eligible FMLA leave used during the past calendar year.

Concurrent Leave

The benefits afforded staff under this policy are intended to be consistent and not in conflict with the rights afforded under the federal FMLA. Any leave taken under this policy is intended to count as and run concurrently with FMLA leave. Any unused paid leave that is available at the time of the request for the FMLA leave will be applied concurrently and at the beginning of the leave. Except for any paid leave that is applied, an employee is not entitled to any compensation during the FMLA leave.

FMLA status will have no impact on the eligibility of an employee to apply or receive short or long-term disability.

Employees are encouraged to purchase short-term and/or disability insurance each year during open enrollment. An employee purchased short-term disability insurance supplements income while employees are out of work under FMLA leave.

Eligibility

FMLA leave may be taken for any of the following reasons:

- The birth of an employee's child and to care for the newborn child;
- The placement and care for a newly adopted or recently placed foster child;
- To care for a spouse, child, or parent who has a serious health condition; or
- An employee's own serious health condition that renders the employee unable to perform one or more of the essential functions of his or her job.

Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active duty status may use his or her 12-week leave entitlement to address certain qualifying exigencies. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

Intermittent Leave

Employees may request intermittent leave or reduced schedule leave to care for a family member with a serious health condition or if you have a serious health condition that warrants such a request.

Notice and Medical Certification

When seeking FMLA leave, employees must provide:

- Thirty (30) days advance notice of the need to take FMLA leave, if the need is foreseeable, or notice as soon as practicable in the case of an unforeseeable leave;
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member must be returned before your leave begins, or if not possible, within 7 days of SRCA's request to provide the certification. If you fail to do so, SRCA reserves the right to classify your leave of absence as unauthorized, subjecting you to discipline up to and including termination.
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
- Medical certification of fitness for duty before returning to work if the leave was due to your serious health condition.

Failure to comply with the foregoing requirements may result in delay or denial of leave.

Right to Second Opinion

SRCA reserves the right to request a second opinion for FMLA eligibility with the medical provider of the school's choice at the expense of the organization. If the first and second opinion differ, a third opinion will be sought at a mutually agreed upon provider. The opinion of the third provider will be final.

Maintenance of Benefits

While on a leave of absence provided for under this policy, SRCA will continue health insurance benefits under the same terms as provided to other employees, for up to a maximum of 12 weeks leave during any one year period. If the leave extends beyond 12 weeks, the employee shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules. Employees who fail to return to work after expiration of FMLA leave may be required to reimburse the SRCA for health insurance premiums paid during the leave.

Other accumulated fringe benefits such as retirement, service credits, etc., shall be preserved at the level accrued as of commencement of the leave, but shall not be earned or accrue further during any such leave period.

Reinstatement

Subject to certain exceptions permitted by law, SRCA-CFA will restore employees to their original and equivalent positions upon return from FMLA leave. If, due to medical circumstances, you are no longer able to perform your original job, SRCA-CFA will attempt to transfer you to alternate suitable work, if available.

Definitions

For purposes of this policy:

Child: A natural, adopted, or foster child, a stepchild, or a legal ward.

Parent: The employee's natural, adoptive, or foster parent, stepparent, or legal guardian.

Spouse: Husband, wife, or partner of the employee.

Serious Health Condition: A disabling physical or mental illness, injury, impairment, or condition involving

- a) inpatient care in a hospital, nursing home, or hospice; or
- b) outpatient care requiring continuing treatment or supervision from a health care professional.

FMLA and Disability Supports

Mrs. Gresham serves as the primary point of contact for initiating the documentation of FMLA or disability benefits. If the need arises, employees should contact Mrs. Gresham or Mr. Morgan as soon as possible to begin the process of collecting documentation and establishing leave calendars.

When an employee is in need of these leaves, please contact Mrs. Gresham or Mr. Morgan as soon as possible. These protections are in place for the employee and the intent is to help the employee and their family to be healthy as quickly and stress-free as possible.

Types of Leave

SRCA does not differentiate between different types of leave, such as sick or personal. Leave is accrued and carried forward based on the following process approved by the SRCA Board in September 2023. (Leave accruals and processes prior to September 2023 do not apply.)

- Accrue 1 Leave Day per Month of work (10-month employee = 10 days at 6.66 hrs per month, 12 month = 12 days at 8 hrs per month)
- Unused leave may carry over each year
- Cap of 30 carryover days on July 31st
- Days above 30 eligible for payment on July 31st
- Staff may go into a negative at the beginning of the year for leave
- Negative balances will be deducted from the July check, at the teacher's specific daily rate, as days without pay

Bereavement Leave

Employees requesting to take time off due to the death of an immediate family member should notify the Head of School and the HR Manager prior to taking the leave. Up to three (3) days of paid bereavement leave will be provided to regular full-time and regular part-time employees. No paid bereavement leave is available to other employee classifications. This will not be deducted from personal/sick day time.

Bereavement leave will be granted unless there are unusual business needs or staffing requirements. Employees may, with the Head of School's approval, use any available paid leave for additional time off as necessary. Additionally, with the approval of the Head of School, an employee may hold one of three days for use within 60 days to assist in resolving matters related to the loss.

For the purposes of this leave, Immediate Family is considered to be a spouse, parent, child, stepchild, sibling, mother/father-in-law, brother/sister-in-law, daughter/son-in-law, grandparents, or grandchildren.

Jury Duty

When summoned for jury duty, employees will need to obtain a substitute for the days that will be missed and submit this request in EmployeeNavigator. Employees should obtain a note from the clerk of their attendance for jury duty and submit this to the office upon completion of their responsibilities.

Military Leave

In the case that an employee is called to active duty to serve in the military, the employee should notify the Head of School as soon as possible. Upon completion of military duty, the employee will be returned to the same or comparable position and responsibilities.

Paid Parental Leave

All paid parental leave runs concurrently with FMLA time-off

Eligibility

This policy applies to all eligible employees of Shining Rock Classical Academy. To be eligible for paid parental leave, an employee must:

- a. Be employed in a permanent, probationary, or time-limited position (temporary employees and independent contractors are not eligible).
- b. Have been employed by Shining Rock Classical Academy for at least 12 consecutive months without a break in service.
- c. Have been in "pay status" for at least 1,040 hours within the previous 12-month period.
- d. Meet the criteria established by the Family and Medical Leave Act (FMLA).

Qualifying Events

Paid parental leave is available for the following events:

- a. Birth of a newborn biological child
- b. Placement of a newly adopted child
- c. Placement of a newly fostered child
- d. Legal placement of a child under the age of 18 (e.g., through guardianship)

Leave Duration

The duration of paid parental leave varies based on employment status and the nature of the qualifying event:

Full-Time Employees:

- Birthing Parent: 8 weeks
- Non-Birthing Parent: 4 weeks
- Adoptive/Foster/Legal Guardian Placement: 4 weeks

Part-Time Employees:

- Birthing Parent: 4 weeks
- Non-Birthing Parent: 2 weeks
- Adoptive/Foster/Legal Guardian Placement: 2 weeks

Part-time employees' leave will be prorated based on their regular weekly schedule compared to a full-time position.

Use of Leave

- a. Paid parental leave must be used within 12 months following the qualifying event.
- b. An employee may only use this benefit once in a 12-month period.
- c. Both parents are entitled to take leave, even if they both work for Shining Rock Classical Academy.
- d. Paid parental leave runs concurrently with FMLA leave, provided the school gives the required notice.
- e. The use of sick leave for childcare must be for consecutive workdays during the first 12 months after the birth or placement of the child unless the school employee and Shining Rock Classical Academy agrees otherwise.

Pay During Leave

Paid parental leave will be compensated at 100% of the employee's regular "straight time" pay. It does not include additional overtime pay.

Notice Requirements

Employees are requested to provide a 10-week notice before using paid parental leave, when possible. Exceptions may be made in cases where such notice is not feasible.

Relationship to Other Leave

Employees are not required to exhaust sick or vacation leave before accessing paid parental leave.

In addition to paid parental leave, employees may use annual leave, personal leave, or leave without pay to care for a newborn child or for a child placed for adoption or foster care.

Employees may use up to 30 days of sick leave to care for a child placed with them for adoption.

Job Protection

Employees who take paid parental leave are entitled to return to the same or equivalent position at the end of their leave period.

Funding

This policy is contingent on continued state funding for the paid parental leave program.

Short and Long Term Disability

No provision or guidance under FMLA excludes an employee from being eligible for short or long-term disability coverage. Coverage may be purchased as a part of the new hire process or during Open Enrollment. Medical documentation for initiation of benefits will be required and is the responsibility of the employee.

Conflicts of Interest

Nepotism

SRCA permits the employment of qualified relatives of employees as long as such employment does not create actual conflicts of interest.

Qualified Relative: A spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household.

SRCA will use sound judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.
- Related employees may have no influence over the wages, hours, benefits, career progress, and other terms and conditions of the other related staff members.
- Employees who marry while employed, or become part of the same household, are treated in accordance with these guidelines. That is, if in the opinion of SRCA, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

Constructive Workplace Relationships

The objective for administration is to create and foster a work environment that is safe and inviting for all. A core tenant of this environment is that everyone respects the individuality and boundaries of each other. Views on politics, relationships, social issues, and religion may be shared in a respectful manner. Likewise, if a colleague asks for a discussion to end or establishes boundaries, these requests should be respected. If an instance arises in which administration must intervene, the employees should expect corrective action outlined in the next major section, protective measures as defined by Title IX, or both.

Work Product Ownership

Work products produced using SRCA materials, time, technology, or labor are the property of SRCA. Such products are to be available within the internal domain of SRCA for the use of all employees. Upon separation of employment, copies of such products may be shared with a collaborator upon request.

Outside Employment

SRCA employees are permitted to seek outside employment in addition to their primary responsibilities. Employees are reminded that there are pathways to supplement income by completing additional duties within the organization. These duties would include working in the WINGS program, coaching in the athletic department, and driving a bus either on a route or for extracurriculars.

If an employee elects to seek secondary employment outside of the organization:

- It must not conflict with the working hours and obligations of the SRCA work day.
- It must not prohibit an employee from completing required functions that will take place outside of the typical day. For example, Open House, Family Night, or grade level productions.
- The secondary employment should not call into question the morality or ethics of the SRCA employee.

If secondary employment impacts the employee in any of the above manners, or results in an observable lack of acceptable performance with SRCA duties, the employee will be asked to resign one of the two positions. A failure to choose career paths with continued lowered performance will result in consequences up to and including termination.

SRCA Staff Corrective Guidelines

The entirety of this handbook can be summarized into one Guiding Principle:

Make someone better every single day.

The objective is not perfection; however, our individual acts should demonstrate that we are striving towards excellence. With this expectation in mind, employees will be treated as professionals and held to a standard of sustained improvement. To clearly deliver the expectations when needed, the following table will serve as an administrative plan of action.

Employee Action	Administrative Response
Isolated event Low risk, poor decision Behavior that needs modification Tardiness	Verbal warning
Continuation of events from verbal warning High risk, poor decision towards a student or co-worker Behavior that must not occur further	Written warning for personnel file
Continuation of events listed prior Disrespect towards student or co-worker Demonstrated lack to comply with a supervisor	Written warning for personnel file Suspension without pay
Endangerment of student Insubordination Conduct Detrimental to the School	Termination

Suspension with Pay

There could be situations that arise in which fault has not been determined and needs further investigation. An employee suspended with pay must relinquish SRCA property including keys and technology. No communication with SRCA employees or students should take place during the term of the suspension.

Suspension without Pay

A suspension without pay represents the most significant disciplinary action short of termination. An employee suspended without pay must relinquish SRCA property, including keys and technology. No communication with SRCA employees or students should take place during the term of the suspension. Paid leave may not be used in lieu of suspension days without pay.

Separation of Employment

To remain in good standing, a professional notice of a minimum of two weeks is required for employees wishing to separate employment with SRCA. Likewise, when possible, SRCA will seek as amicable separation terms for employees as possible. Employee-issued laptop must be turned in to the front office along with all school keys and key fob.

Termination

For instances in which employee termination occurs, the individual is entitled to no pro-rate of bonuses or supplemental benefits.

Termination with Harm

In instances in which an employee is terminated with cause related to the harm of a student, the Head of School reserves the privilege to seek the revocation of the individual's teaching license. This action will not replace any steps deemed necessary by law enforcement or individuals involved.

Payment under early release

Either by separation or termination, an employee shall be paid the pro-rate of any salary to account for summer payments at the next pay period following the end of employment. The cost of any lost or unreturned property belonging to SRCA will be deducted from the final payment.

Non-Renewal Notification

Employees who will not have their contracts extended for the following school year (Non-Renewed) will be notified as soon as a final decision on their status is made. When possible, this decision will be made by May 15 to provide the employee the best opportunity to enter the teaching employment market.

Personal Property

All personal property should be properly labeled with first and last name. If it is purchased with grade level/school funds or you asked for reimbursement, the item is NOT yours. Do NOT put your information on any items purchased with school funds. If you choose to resign without a two-week minimum notice, your labeled items will be packed up by administration, and a time will be coordinated for you to pick them up. Items that are not labeled properly will be left in the classroom. Items that were donated to SRCA or to your classroom will remain in the classroom; they are not considered personal property. If you resign with a two-week or longer notice, or are a non-renewed employee, you will need to pack up your belongings and ensure that they are gone by your last day on campus. Items left after your last day or are not picked up during the agreed-upon time slot will be considered a donation to SRCA.

Termination of Benefits

All terminated employee health care and supplemental benefits will cease on the last day of the following month after the employee's last day, no matter the reason for termination.

If an employee has opted into SRCA's retirement through AmericanFunds/Capital Group, those funds are owned solely by the employee. A terminated employee will still have access to any retirement funds that have already been contributed to their plan.

COBRA

All former employees are entitled to COBRA benefits upon separation, regardless of reason.

Title IX Information

The United States Department of Education has defined regulations for Title IX to include:

- Defines sexual harassment to include sexual assault, dating violence, domestic violence, and stalking, as unlawful discrimination on the basis of sex
- Provides a consistent, legally sound framework on which survivors, the accused, and schools can rely
- Requires schools to offer clear, accessible options for any person to report sexual harassment
- Empowers survivors to make decisions about how a school responds to incidents of sexual harassment
- Requires the school to offer survivors supportive measures, such as class reassignments or no-contact orders
- Protects K-12 students by requiring elementary and secondary schools to respond promptly when *any* school employee has notice of sexual harassment
- Requires schools to offer an equal right of appeal for both parties to a Title IX proceeding

Schools may not use Title IX in a manner that deprives students and faculty of rights guaranteed by the First Amendment.

At SRCA, there are two key provisions for students that are protected.

1. Parents /Guardians of K-12 students may file complaints on their behalf, **and** require parental notification of complaints against their children.
2. Schools must provide "supportive measures" to students, regardless of whether a formal complaint has been filed. That could look like counseling or changing class schedules to avoid being in the same classroom as the accused.

Staff should anticipate further training and notifications regarding compliance with Title IX.

All concerns regarding compliance, rights of students, staff, or others impacted by the school should be addressed to the Title IX Compliance Officer.

Compliance Officer

Brookely Nicholson
2150 Russ Ave.
Waynesville, NC, 28786
828-476-5150
bnicholson@shiningrock.org

Grievance Process

Definition

A Grievance takes place when two or more parties do not agree upon the outcome of a situation.

Informal Grievance Procedure

All concerns should first be addressed directly and informally with the persons involved. This includes reasonably notifying those causing and involved in the grievance, allowing them to reasonably respond, and an opportunity to make good faith efforts toward resolution. If necessary, individuals involved are encouraged to seek the assistance of an objective party to assist with informal resolution.

Formal Grievance Procedure

Persons must seek informal, timely resolution before filing a formal grievance, unless doing so is not reasonably feasible, would be futile, or if formal grievance procedures are legally required. The grievant may then file a formal grievance with the Head of School within ten school days after the last informal attempt at resolution; if informal resolution is not required, the grievant shall file the grievance within ten school days of the last instance causing the grievance.

The Head of School shall determine whether informal resolution requirements have been satisfied or are not required. If the Head of School determines that the grievant is entitled to a formal grievance process, he shall provide a copy of the formal grievance to all other persons implicated by the grievance. The Head of School shall reasonably investigate and consider the matter (which may include meeting with the parties involved and holding an informal hearing) and issue a decision within ten school days from the date the grievance is filed; additional time for the Head of School's decision shall be allowed when reasonably required by circumstances. All deliberations shall be held in confidence where feasible and involve only persons in a need-to-know position.

Any decision made by the Head of School may be appealed to the SRCA Board Chair within 10 days. The Chair or Board as a whole reserves the right to allow or decline the request for a board hearing. At which point the decision of the Head of School is final.

Source: SRCA Board Policy 1999 - Grievance Policy

Student Management and Records

Cumulative Records

The Data Manager will create a cumulative folder for all new students enrolling. All cumulative records are to remain in the vault in the main office. Teachers will be required to go through Cumulative folders at the start of the year in order to be informed of any student information that they need to be aware of early on. At the end of each school year, teachers will be responsible for going through cumulative records for their student rosters. There will be a checklist to be completed for each cumulative record. Many of the papers sent home at the beginning of the year should be filed in each student's cumulative folder by August 31st.

Student Telephone Usage

Student telephone usage is limited to emergencies only and should occur from a school phone. Sick students should be vetted through the school nurse before being allowed to call home. In most cases, lower grade level students should not use the phone. For the lower grades, the teacher or assistant should make the phone call home for a child who is sick. Older students using the phone should be monitored for the duration of the phone call. Students in grades 6-8 will turn cell phones into the pockets in the front of classrooms. Students should never have cell phones in the bathrooms, or in any area of the building off of the 6-8 grade hall. Please refer to our Student Cell Phone Policy. If a student needs to call home for a reason that the teacher deems suitable, they should use the classroom phone.

Student Checkouts

All students must check out through the office. Do not release a student to be checked out until the office has notified you either by intercom, walkie-talkie, or a note. If a parent arrives at your classroom to check out a child without a written notification, send that parent to the office for formal checkout of the student.

- **No student will be checked out after 2:45 pm on a regular dismissal or 12:45 pm for a 1:00 pm dismissal**

Student Absences

When a student is absent, the teacher will record the absence as unexcused. Attendance **MUST BE COMPLETED BY 10:00** each day. Failure to do so will result in administrative consequences. Upon the return of the student who has been absent, the child must bring a written excuse from the parent stating the reason for the absence. The excuse should be presented to the teacher. The teacher should then make the change in the Infinite Campus system and make the absence excused. Teachers should send all doctor's notes to the data manager once they receive them.

Absences from school can be an indicator of significant issues that are negatively affecting the student or family. By the 3rd consecutive day missed, teachers should reach out to families

either through ParentSquare or by phone to check on the student. Teachers should utilize our School Social Worker to effectively support students and families. We will be making efforts to be more diligent with attendance this year. Once students have missed beyond 6 days of school, teachers will need to have a meeting and send the first absence letter home. The second letter is sent home as soon as the student goes beyond 10 absences. A second conference should be held, and the School Social Worker, administration, and the SRO should be made aware once you are sending the second letter.

- **Grades 6 through High School**

- Attendance needs to be taken during each class period, including all electives.
- Make sure that attendance is put into Infinite Campus for all sections of classes taught by the end of the workday each day.
- For students enrolled in high school credit courses (8th grade included) - Students must participate in credit recovery if they have exceeded 8 absences.
SRCA Credit Recovery Policy -
 - A parent-teacher conference is required at absence 7 for year-long courses, or at any point deemed as needed by one of the student stakeholders.
 - Students who exceed 8 for year-long courses must participate in credit recovery.
 - Students who exceed the allowed number of absences without participating in credit recovery will not be eligible for credit towards graduation.

Student Tardiness

Students are expected to be in class by 8:00 am at the Russ Avenue campus (grades K-8) and by 8:15 am at the Dellwood campus (grades 9-12). Any student arriving after the designated start time will sign in at the office. If a student comes to your classroom after your designated start time, mark them tardy on Infinite Campus. Do not send a student back to the office for a tardy slip. Students in 6th-12th grades should be sent with a hall pass if they are late to any of their daily core classes, or if they are in the halls for any reason. Students who check out early should also be marked tardy.

3 tardies = 1 absence in our system.

Bathroom Management

Elementary

Students should be provided whole-classroom bathroom breaks multiple times a day in the elementary school setting. Teachers must monitor the bathroom breaks during these times. Send only 3-4 students in each bathroom at a time. Grades 3-5 must keep a bathroom log (this includes specials), and a bathroom pass is recommended for all. Teachers should check the bathrooms before a break and after (or have a designated trusted child do this) to make sure that you leave them the way you found them. Grades 3-5 are the only grades allowed to use the bathrooms on the 3rd/4th hallway. There should never be a middle school student in that bathroom.

Bathrooms on the first floor are often occupied by all grade levels due to the office, gym, and lobby area. If you have a jack and jill, please send students to that bathroom instead of sending them down the hallway to the communal bathroom. Please utilize the communal bathrooms only for whole bathroom breaks. Second grade should use the bathrooms by the art room when sending students to the bathroom individually.

Middle School

Students will be responsible for going to the bathroom during class changes. Bathrooms MUST be monitored during these times. There should always be at least one teacher in front of the bathrooms during class changes to ensure the safety of all students. Bathroom logs and passes are required for students if they are choosing to go to the restroom during class. Bathroom usage during class should be kept to a minimum and never in the first 20 minutes or last 20 minutes of class. If a student is going to the bathroom during class, they must fill out a bathroom log. Teachers will need to ensure that they are using real names and times. This applies to core classes as well as electives. Cell phones are never allowed in the bathrooms.

There should never be an elementary student in the middle school bathrooms. If you are on the 6-8 hallway, and you have an elementary student in your classroom (EC, Spanish, AIG, 5th grade), they are NEVER allowed to use the middle school bathrooms; send them around the corner to the 3-4 hallway.

Student Medication

All student medication will be locked in the nurse's office in the main office. Make sure that when you administer medication, a log of the time and amount is recorded on the clipboard provided. In most cases, the School Nurse will be administering medications needed. If medication is needed in the classroom, it should be kept in a lock box (the School Nurse will provide), administered, and recorded at the proper time.

Parent-Teacher Conferences

Teachers are expected to have regular communications with all of their students' parents. Face-to-face meetings are ideal and when possible, should be scheduled after dismissal or during the planning period. The Head of School, Lower School Director, and Counselor are available and are willing to sit in on these conferences whenever needed and with the proper prior notification.

The teacher should be prepared for the conference with work samples and appropriate forms if necessary. Honesty is very important for parents; however, at times we must be more than professional. We must be compassionate and sensitive when delivering honest information to parents. Encourage parents and older students to participate in the conference so that a healthy two-way communication can be fostered.

Teachers should make every attempt to have a parent-teacher conference with all parents by Fall Break. These do not need to be long meetings, but 15 to 20 minutes. This sets a positive tone for the year, and helps ensure that parents and teachers are on the same page.

Money

All money collected should be receipted and accounted for. Money should be turned in to Mrs. Gresham by 10:00 am each day so that it may be deposited at the end of each day. Teachers will be held responsible for all money that is not turned in and receipted. Please make every effort to have parents pay online. We are not planning on taking in cash unless there is a special circumstance.

Receipt Books

(Refer to the Policy Section of the Handbook)

All monies collected from students and parents should be receipted daily. Any money collected for field trips should be receipted individually. Small amounts (\$4.00 or less) can be receipted as a group as long as the teacher maintains an accurate list of students who have paid.

All checks must be individually receipted.

Breakfast/Lunch

Breakfast will be served each morning to students who want it. Breakfast is \$3.00 and is collected at the time of purchase. Students who qualify for free or reduced lunch will also receive breakfast for either a reduced price of \$1.50 or free. There will be a staff member in charge of preparing and handing out breakfast, as well as one to collect funds and check off students who have not paid.

Students will either need to bring lunch each day, or they will receive a hot lunch from the school. It is the parents' responsibility to make sure that students are signed up for lunch each day. Teachers may decide where they would like to take their class to eat during their assigned lunch time. The preferred option is to eat outside when the weather permits. Please make sure you take a trash bag with you when you go out. Place classroom trash cans in the hallway after lunch for easy trash pickup each day.

The Administrative Assistant will provide lunch lists on a clipboard, which will remain on the stage at the lunch table. There will be one responsible teacher per grade level weekly. This teacher is responsible for checking off the students who received lunch and writing down anyone who needs a lunch. This sheet must be signed and turned into the Administrative Assistant. The last teacher of the day will be responsible for turning in that day's lunch list. If students are not checked off, there will be administrative consequences. Teachers are responsible for ensuring that students get to the lunch line SUPERVISED. **DO NOT SEND UNSUPERVISED KIDS TO LUNCH LINE.**

High School lunches will be served in Building A. Students will need to report there to get their daily lunches. Someone will need to check students off daily.

If a child is not on the list, or forgot their lunch on any given day, they should be given a lunch and their name written on the checklist. If you know in advance that a child forgot their lunch, please have them call home to get the lunch. If the lunch is brought during lunch, please ensure that the student has enough time to eat their food.

Teachers are expected to either create their own lunch account and order through Orgsoline, or to pack a lunch for the day. A teacher taking a lunch from the lunch line could result in a student not receiving a lunch that they paid for.

Transportation, Facilities and Security Issues

Transportation

- **Student Bus Assignments**— Only students who have signed up to ride the bus may ride the bus. All students are required to sign a bus contract that states they will follow the rules set forth for the bus. Any student breaking the contract is subject to bus suspension per administration. If there are disciplinary issues on the bus, the Transportation Director should be notified and appropriate steps taken according to the behavior tiers.
- **Securing Bus Drivers**—
 - **Field Work** - If transportation is needed for **any event**, you must fill out a Transportation Request Form. Please refer to the “Fieldwork Guidelines” section of the handbook for more scheduling details. You will work with the Transportation Director to secure a bus and a driver. If an event is rescheduled or canceled, please notify the Transportation Director as soon as possible. The Transportation Request form can be found on the Resource Hub or by scanning the provided QR Code.
 - **Athletic Events** - The Athletic Director will be required to work with the Transportation Director to secure transportation and drivers for practices and games. Before the beginning of each season, the Athletic Director will go over the schedules with the Transportation Director to plan.
- **Cleaning Buses** - If your grade or team has used a bus, it is their responsibility to make sure it is cleaned when you return from your event. This includes cleaning all trash from the bus, removing any clothing left behind, and sweeping any problem areas. Make sure no food is left on the bus. Please let the bus driver and Transportation Director know if there are spills/messes beyond normal that may require more extensive cleaning.

Facilities

- **Classroom Maintenance Needs** - For regular classroom maintenance needs (repairs, cleaning, etc.), please fill out a Maintenance Request Form. This will allow the maintenance team to fulfill the request as quickly as possible. This form can be found on the Resource Hub or use the QR Code in your room.
- **Emergency Maintenance/Custodial Needs** - Please use the “Call” button in your room to alert the office first or use the radio to alert the proper staff person.
- **Classroom Mopping** - Your classroom will be mopped regularly after school hours. On your assigned day, please have your classroom ready to be mopped. This includes chairs stacked or on desks/tables, floor swept, and non-furniture items off the floor. If you have a rug/carpet, it will be vacuumed at the same time as mopping.
- **Vacuum Cleaners** - Vacuum cleaners will be signed out as needed from the custodial staff and returned to the custodial staff when finished.

- **Fire Safety**

- **Fire Retardant Documentation** - All classroom items (desks, chairs, window coverings, etc.) brought from home must be appropriately documented as fire retardant. If documentation cannot be found, the item must be sprayed with a fire retardant chemical or removed from the building.
- **Electrical**
 - **Power Strips** - May only be used if they are UL listed. Approved strips will have a UL marking or UL holographic sticker. You may not plug power strips into power strips (i.e., daisy chain). UL certified power strips will be provided by the school.
 - **Personal Appliances** - Personal refrigerators, microwaves, etc. must be plugged directly into the wall receptacle. You may not plug them into power strips. You may not have a plug-in space heater.

- **Classroom Decorations** - You may not hang any items from the ceiling. Please use thumbtacks or command strips to fasten small items to the wall. **Thumbtacks and command strips will be provided to you upon request.** Do not use duct tape, double-sided tape, sticky tack, etc. If you have a heavier item that needs to be mounted, please submit a Maintenance Request Form. Maintenance Request Forms can be found on the Resource Hub or the provided QR Code. The only flags that can be hung in a classroom are the American Flag and/or the NC flag.

Furniture

Furniture in your classroom must remain in your classroom. You are welcome to bring your own items in, but they must fit around what is given to you. Standardizing of classrooms is occurring in waves. All furniture purchases with school dollars must be approved by the facilities director prior to purchase. Amazon accounts CAN NOT be used to purchase furniture.

Crisis Plan

The crisis plan will be reviewed within the first few weeks of school. Crisis plans should be placed near the door for quick reference. It will be the responsibility of individual teachers to ensure that student rosters remain current during the school year.

Room Security

At the end of each school day, make sure that all windows are closed, locked, and secured. As you leave the room, make sure that the lights are turned off and that the door is locked and closed. Please help ensure that the proper procedures are followed when a substitute is in a classroom near you. Door windows should **only** be covered during lockdown drills, not for day-to-day operation.

Doors During the Day

During regular class sessions, it is the teacher's discretion to have their door open or closed. During testing, the rules are constantly changing. Please make sure you are aware of the current acceptable procedures.

Teachers will need to make sure that they have their key with them at all times.

ALL outside doors are to remain locked at all times. DO NOT PROP ANY EXTERIOR DOOR OPEN.

Key Fobs/Keycards

All teachers and high school students will be assigned a key fob or keycard. These will provide access to the facilities at scheduled times. If your key fob or keycard does not work, please let the facilities director know via email or ParentSquare message.

Facility Usage After Hours

While many teachers have keys to their rooms, the practice of coming to school and preparing your room outside of the regular operating hours, including weekends, is neither encouraged nor discouraged. If you choose to work on campus outside of the regular operating hours, it is expected that you take the following steps:

- Make sure that any appliances turned on are turned off before leaving campus
- If you so choose to work on campus on the weekend or non-school days, please follow the following guidelines for personal safety and well-being.
 1. Manage your schedule so that you are entering and leaving campus during daylight hours.
 2. Be alert!
 3. Visually scan the entire area before leaving your car and before leaving the building.

End of Day Responsibilities

It is each of our responsibilities to protect the facility and contents. At the end of each day, please make sure that each of the following is completed in your work areas:

- Any secondary light fixtures, lamps, or string lights are turned off
- If you have a window that opens, ensure that it is properly locked and secured
- Make sure that your classroom is appropriately clean and ready for the next instructional day

If you are working after hours and beyond the custodial hours, make sure that any exterior doors that you used are locked and secured upon your exit. If you are unable to secure the building, contact the Facilities Director immediately. If they cannot be reached, call the Head of School or an Assistant Director.

Public Relations

Personal Information and Social Media Accounts

Each SRCA employee has the responsibility to understand that they are public figures. With this responsibility comes an obligation to represent the core values of SRCA outside of the workplace, including on social media. The following are some general guidelines to consider to help maintain this work-life balance:

- Be protective of your personal information. This is especially true of cellphone numbers.
- Utilize Parent Square or the school landlines for phone or text communication.
- Set boundaries for outside social meetings, such as play dates with your children and their friends from school.

In addition, it is expected that everyone follow the following expectations:

- Do not use student images or work on personal social media accounts (Facebook, TikTok, Instagram, etc.).
- Be mindful of the content and images that you place on public forums. Avoid posting pictures with revealing clothing, the consumption of alcohol, or sexual activity.
- Place appropriate restrictions on your personal pages so that you may control who sees full content. Remember, you are still responsible for the content posted behind a restricted page.
- When participating in public discussion threads, do so in a manner that reflects positively on you.
- Under no circumstances should personal views, be they political, social, or lifestyle, cross the boundary into the classroom and school setting. The classroom is considered a Closed Forum, thus creating a legal setting in which student rights must be protected. The only flag that is to be displayed in the classroom setting is the school-issued American flag or state flag.

In no manner are the expectations in this section to be interpreted as limiting individual rights or privileges. As citizens, we have an obligation to advocate for a better world by expressing our individual views and being respectful to those who might have a different perspective.

Working with Media Partners

All employees are encouraged to assist in generating content for the purpose of distribution to our local media partners. There is one staff member designated to get press releases out to the media. To make the process as convenient as possible, staff should submit to the Head of School and Sara Jenkins the following:

- A short narrative of the student activity or event. Quotes from students are especially powerful.
- Properly edit the text for grammar and spelling.
- Include 2 to 4 pictures to be included to supplement the text.

The content will be shared on the school Facebook page and with local media outlets for distribution.

Requests for Comment

At times, the local press will request comment on topics involving SRCA. By board policy, the SRCA Board Chair is the spokesperson for the Board. Further, the Head of School is the spokesperson for the school. No other figures are authorized to speak on behalf of these groups without permission.

Guest Speakers

As a part of a robust learning environment, guest speakers are encouraged to be a part of the academic program. Teachers need to affirm that speakers are appropriate for the content presented and for the age of the audience. Teachers are expected to complete the *Guest Speaker Form* and submit it to either the Head of School or Lower School Director 3 days prior to the event for approval.

Behavior Tiers and Office Referrals

If proper procedures are put in place, the level of office referrals needed for students should not be a regular occurrence. Please refer to the Behavior Tiers and actions sheet to see how to handle the infractions occurring in your classroom. There will be times when administrative support is needed. When this occurs, teachers should first make sure that administrative assistance is appropriate per the Behavior Tiers.

Students should not be sent to an administrator's office. A referral form **MUST** be filled out by the person making the referral, and an admin should be made aware of the referral via Parent Square. You should send a message to both administrators and the Behavior Team leader in one thread so that they are aware. The referral should be dropped in the drop box outside of the office door in a timely fashion. Administration will review the form and take care of the situation as it warrants per the Behavior Tiers. The response time to the referral will vary based on administrative availability and the severity of the student's actions. Before writing a referral, all necessary steps should have been taken in accordance with the Behavior Tiers. If a referral is written for a repeated behavior that is a tier 1 or 2, the checklist must be turned in with all documentation and the referral before the student will be seen by administration. If all proper documentation has not been turned in with the referral, it will not be dealt with by administration, but will be sent back to the teacher. When the matter is addressed by administration, one copy will be returned to the teachers and should be filed in the classroom, one will go home with the child, and the third will remain in the office with administration.

If you have an extreme behavior that needs immediate assistance, you need to call for the behavior team. This may not always be an administrator, but will be someone who is trained to handle the extreme behaviors that could be happening. If a behavior is not impeding the learning of others, it is not considered an immediate need. If the behavior team is called for a situation that does not impede the learning of others, they will not be engaging with the student.

Teachers who are calling for the behavior team when it is not warranted, writing unnecessary referrals, referring students, or bringing students to the office without following the proper procedures may be subject to administrative actions.

Extras

Duties of the School Administration (G.S. § 115C-288)

The Head of School and Lower School Director has the authority and responsibility to promote a safe, productive learning and working environment. The Head of School is responsible for informing students and parents of any standards or rules that, if violated, could result in consequences. The Head of School and Lower School Director shall have authority to exercise discipline over the pupils of the school. The Head of School and Lower School Director shall use reasonable force to discipline students and shall assign duties to teachers with regard to the general well-being and the medical care of students, pursuant to the provisions of G.S. § 115C-390 and G.S. § 115C-307.

Duties of Teachers (G.S. § 115C-307 (a) To Maintain Order and Discipline

The teacher has the authority and responsibility to manage student behavior in the classroom and while students are under his/her supervision. It is the duty of all teachers, including student teachers and teacher assistants, to maintain good order and discipline. The teacher may develop other standards or rules consistent with the direction provided by administration. Every teacher, student teacher, substitute teacher, voluntary teacher, or teacher assistant is required to report to the Head of School all acts of aggression or bullying that occur in school, on school grounds, or at any school-related activity. The teacher has the authority to manage or remove disruptive or dangerous students. School personnel may use reasonable force to control behavior or to restrain or remove a person from the scene in those situations when necessary:

- To quell a disturbance threatening injury to others;
- To obtain possession of a weapon or other dangerous object on the person, or within the control, of a student;
- For the protection of persons or property, self-defense.

Role of Teachers and Administrators in School Safety and Student Discipline

State law requires the Head of School or designee to immediately report to law enforcement agencies (sheriff or police) certain acts that occur on school property. The Head of School shall immediately report the act to the appropriate local law enforcement agency. Teachers and other school employees have a legal obligation to report these same acts to the Head of School. (G.S. § 115C-288(g)) Required reportable acts include:

- Assault
- Bomb Threat
- Possession of a weapon or explosive
- Burning a school building
- Possession of controlled substance

Coversheet

Athletic Handbook 25-26

Section:	II. Head of School Report
Item:	D. Athletic Handbook 25-26
Purpose:	Vote
Submitted by:	
Related Material:	SRCA Athletic Handbook 25-26.pdf

SHINING ROCK CLASSICAL ACADEMY ATHLETICS HANDBOOK 2025-2026



Athletics Vision Statement:

We envision an inclusive athletics community where every student thrives, fosters strong relationships, and develops a lifelong love for physical activity and teamwork.

Athletics Mission Statement:

SRCA Athletics Mission is to champion inclusivity and academic excellence through sports. We cultivate strong relationships, promote physical and mental well-being. Coaches empower athletes to become engaged citizens prepared to excel in life both on and off the field of competition.

GO FALCONS!!

PRINCIPLES OF ATHLETICS

To fully use the potential in athletics for educational experiences, interscholastic programs should be organized and conducted in accordance with these 5 basic principles:

1. Athletics are an integral part of the total educational program.
2. Athletics supplement the SRCA Health and Physical Education program.
3. Athletics are subject to the same administrative control as academics.
4. Coaches will be properly vetted and trained to conduct themselves as mentors.
5. Victory is highly desired but not at the sacrifice of our Core Values.

PURPOSE AND PHILOSOPHY

Participation in interscholastic athletics is a privilege and not a right. The athlete must earn this privilege through dedication, desire, and discipline on the field/court and more importantly, in the classroom. The Athletic program is an extension of the school's total curriculum that provides activities for the growth and development of our students. At SRCA, we believe that the athletic program contributes significantly to preparing our students for becoming productive, contributing citizens of our community and beyond.

INTERSCHOLASTIC ATHLETICS POLICY

Student Athlete Expectations

All student-athletes represent Shining Rock Classical Academy. Therefore, each student athlete's actions both in and out of school must reflect positively on the school community or could jeopardize participation.

While at school, student-athletes are expected to set positive examples for the rest of the student body. All student-athletes are expected to follow school rules at all times and show our core values: Respect, Integrity, Responsibility, Wisdom, Compassion, and Leadership.

Students **MUST** understand that a final roster spot does not guarantee any amount of playing time throughout the duration of the season. The coach has complete discretion as to how much a playing time each player on the team receives.

This handbook is intended to comply with all applicable athletic conference rules that may apply and may be modified with Board Approval.

Eligibility

The purpose of all eligibility rules and regulations is to keep competition equitable and to maintain athletics in proper perspective in relation to the total educational program.

1. Sport's Criteria

A player has to meet the sport's criteria for play at the competitive level.

2. Age

Middle School: A student may not participate on a 6th, 7th or 8th grade team if he/she turns 15 years old on or before August 31st of the current school year.

Upper School: A student may not participate on a 9th, 10th, 11th or 12th grade team if he/she turns 19 years old on or before August 31st of the current school year.

3. Attendance

Middle School: A student must be in attendance at least 85% of the previous semester, unless this requirement is waived due to extraordinary circumstances.

Upper School: A student must be in good standing per the SRCA attendance policy for the previous semester.

4. Enrollment

Only students currently enrolled at SRCA or eligible under SRCA Board Policy are eligible to participate in athletics.

5. Academic Guideline

- a. Upon entering 6th grade, students will be eligible until the end of the first semester independent of their lower school grades. At the conclusion of the first semester, eligibility will be based on the 1st Semester's grades.
- b. A student who fails 2 or more classes per semester will be deemed academically ineligible for the following semester.
- c. Eligibility for students wanting to participate in fall/winter sports or activities will be based on their 2nd semester report card from the previous year. Spring participation will be based on the 1st semester report card.
- d. All rising 9th grade students participating in a fall sport are eligible to participate the first semester of their freshmen year, independent of their middle school grades. At the conclusion of the first semester, eligibility will be based on the 1st Semester's grades.

6. Number of Semesters

Middle School: From the students' date of entry into the 6th grade, he/she will have six consecutive semesters of eligibility, regardless of medical hardship.

Upper School: A student who is ineligible to participate at one grade level due to age is eligible to participate at the next higher grade level only. However, no student may participate at the high school level for more than eight consecutive semesters, beginning with the student's first entry into grade nine.

Salvaging An U.S Sport: If a sport is offered at the middle school level, the only way that eighth graders could participate at the high school level is if needed to salvage the high school program and certain conditions must be met. Eighth graders could be used to salvage the high school junior varsity team if at any time during the season the number of participants on the high school team is at or below these specified numbers:

- *Basketball: 9*
- *Soccer: 12 (legal to start a match with 7 players)*
- *Volleyball: 11*

Even if an eighth grader participates on a high school team, provided all conditions of eligibility are met, he/she will have four years of high school eligibility after entering the ninth grade.

7. Behavior

Athletes are held to the standards of the SRCA Student Code of Conduct. Athletes are subject to the ISS/OSS process as outlined in the Student Code of Conduct policy. Students may try out and practice but cannot play when subject to this process.

8. Commitment

A student who elects to leave a team mid-season, will not be eligible for participation the remainder of that season or the following season, unless waived due to an extraordinary circumstance.

Paperwork/Tryouts

1. Athletes may only try out when ALL required SRCA Athletics paperwork has been completed fully & submitted to the Athletic Director.
2. Player eligibility should be determined before tryouts. However, permission to try out is not a determination of eligibility. As such, in the event a student is permitted to try out but is later determined to be ineligible, the student will not be permitted on the team.

TEAM SELECTION

At the beginning of each sports season, the SRCA Staff and Coaches will try to accept all players interested and eligible, in grades six through eight for middle school and nine through twelve for high school. However, should the team enrollment reach a point where the coaching staff cannot work effectively or safely, then a tryout and cut system will be initiated. Tryouts for each team will be based on talent, teamwork, effort, attitude, behavior, attendance, and academics. The Head Coach is responsible for the selection of the team players and the Athletic Director will review the roster for final approval.

If a tryout and cut system is implemented the coach will:

1. Communicate to all candidates the specific criteria for making the team.
2. Schedule practice plans to allow players to fully demonstrate their knowledge and skills.
3. Give ample time to all candidates as they compete for roster spots.
- 4. Explain that making the final roster of a team does not guarantee playing time.**
5. Ensure that all players who try out are eligible.

Students who tryout and do not make an athletic team are encouraged to participate in outside sports activities to continue to develop athletic skills. Continued hard work and participation may make students even better players than some of those who were selected for athletic teams.

Player eligibility should be determined before tryouts. However, permission to tryout is not a determination of eligibility. As such, in the event a student is permitted to try out but is later determined to be ineligible, the student will not be permitted on the team.

COMMITMENT

Being a part of an interscholastic team requires a major commitment from both the **athlete** and **parents**. Joining an athletic team should not be taken lightly. Time management of scholastic and athletic responsibilities will be important. Athletes are encouraged to participate in more than one sport per school year. However, once an athlete begins a season of one sport they may not quit in order to join another sport during the same season and are not eligible for next season's sports either. Athletes are expected to be fully committed and dedicated to their team (i.e. school responsibilities, attend all practices/ competitions, team meetings, fundraising efforts, etc.)

ATTENDANCE FOR ATHLETICS

1. Middle School: A student must be in attendance at least 85% of the previous semester, unless this requirement is waived due to extraordinary circumstances.
2. Upper School: A student must be in good standing per the SRCA attendance policy for the previous semester.
3. **Students are expected to attend all practices and games unless absent from school or on a school sponsored field trip.**

4. An absence may be excused for any of the following reasons.
 - a. Personal illness or injury that makes the student physically unable to attend school.
 - b. Isolation ordered by the local health officer or the State Board of Health.
 - c. Death in the immediate family.
 - d. Participation under subpoena as a witness in a court proceeding
 - e. School sponsored field trips
 - f. Religious observance
 - g. Extraordinary circumstances deemed so by SRCA, A.D, and/or administration.
5. 3 unexcused absences will result in a student being dismissed from the team. (ie. no call no show, ISS, OSS)
6. **3 tardies to practice** equals (1) unexcused absence
7. **3 late pick ups** from practice and/or games will be grounds for removal from the team

BEHAVIOR

As members of athletic teams or spectators at contests, students are high-profile representatives of Shining Rock Classical Academy and are expected to act in an appropriate manner. Members of the athletics teams must abide by the School's Code of Conduct. In addition, the following behaviors are inappropriate and will not be tolerated:

1. Fighting, bullying, hazing, harassment
2. Profanity, harsh language, or obscene gestures
3. Use or being under the influence of alcohol, tobacco, or drugs or any mood altering substances.
4. Rude or disrespectful behavior towards coaches, opponents, fans, or officials
5. Taunting fans, opponents or officials
6. Destruction of property
7. Outbursts of anger (Technical foul, Red Card, Ejection)
8. Derogatory or degrading comments

***** A coach reserves the right to remove from the team any athlete who exhibits any of the above behavior or any other behavior deemed inappropriate or evidence of poor sportsmanship by the school.**

If the violation occurs when a student-athlete is participating in multiple sports at the same time and in the same season, the suspensions shall be equally imposed on each sport.

Student-athletes suspended in violation of this policy will be allowed to participate in all practice and conditioning sessions of the team excluding interscholastic scrimmage.

SPORTSMANSHIP

- A. All student-athletes represent SRCA. Therefore, each student athlete's actions both in and out of school must reflect positively on the school community or the participant will not represent the school in any athletic activities. While at school, student-athletes are expected to set positive examples for the rest of the student body. All student-athletes are expected to follow school rules at all times.
- B. **A student's unacceptable behavior may subject them to removal from an athletic team based on a decision made by the Athletic Department &/or Administration.**
- C. Student-athletes, coaches, administrators, spectators, and all other persons connected directly or indirectly with a member school, as well as contest officials, shall adhere to the principles of good sportsmanship and the ethics of competition before, during, and after all contests in which they participate and/or attend.
- D. 'Crowd Control': "The officials assigned to officiate a contest are responsible for the on-the-court or on-the-field conduct of the contest itself. In the event a spectator or spectators interfere with the conduct of a contest or cause an official to become distracted through continual, unrelenting verbal abuse, the official should immediately stop the action and report the spectator or spectators to the home/host school administration. If the home/host school administration is unwilling or unable to resolve the situation and the official does not believe the contest can be safely continued, the official must declare the contest ended at that point."
- E. Any parent/student unwilling or unable to adhere to Sportsmanship Policies may be prohibited from attending sporting events and could subject the student to being removed from the team.

ATHLETIC FEES

Each athlete is required to pay a non-refundable athletics fee which covers costs including, but not limited to, referee/officials fees, field/gym rentals, league/conference entry fees, transportation costs, equipment, team awards, uniforms, etc. This is a one-time fee per school year regardless of how many sports the athlete participates in.

The fee for both Middle and Upper School Student-Athletics for the 25-26 school year is \$35

- A. All related sports fees, uniform fees, etc. must be paid online via the school's payment site once the student has made the team.
- B. Fees are non-refundable if a student is dismissed/suspended from a team by the school administration due to disciplinary and/or academic reasons.
- C. Fees are non-refundable if a student is dismissed from a team by coach/athletic director due to disciplinary reasons and/or lack of attendance.
- D. Fees are non-refundable if a student quits the team by their own choice.
- E. Refunds for students deemed medically unfit to participate, after having been initially cleared, will only be considered after a letter from a medical professional, stating that the student is not able to participate, has been presented and verified.

The amount of the refund will vary based on the amount of time the student was listed on the roster determined by the Athletic Department and Administration. No refunds will be issued past the halfway mark of the specific sport season.

- F. Future participation in the school's athletic program by a student previously deemed medically unfit to participate will only be considered after the student presents a new letter confirming they are fit to participate from a medical professional.
- G. Refunds will not be issued due to perceived lack of playing time.
- H. Need-based scholarships for athletic fees are available for students who qualify.

COACH EXPECTATIONS

- Confirm practice/facility schedule with Athletic Director
- Work with the Athletic Director to gather all academic/ attendance and behavioral information for all students trying out prior to the 1st tryout date.
- Once the final roster is set, hold a mandatory Team and Parent Organizational meeting **during the 1st week of practice.**
- The Head Coach will notify all athletes and parents via email 3 days prior to this meeting date and time. Topics to discuss include:
 - ❖ Team Goals, Rules and Expectations
 - ❖ Behavior and Academic Policies
 - ❖ Contest Schedule
 - ❖ Practice Schedule for the first month
 - ❖ Who exactly will be contacted if unable to attend practice or game and what form of communication will be used.
 - ❖ Best time to schedule a meeting with coaches
 - ❖ Spectator conduct and boundaries
 - ❖ Parent sign up for concession, admission, announcing, contest help
 - ❖ Care and responsibility of school issued uniforms.
 - ❖ Any questions or concerns for the program in general.
 - ❖ Team Rules
- Each coach may set additional team rules as needed for his/her sport.
- Rules must be given to athletes in writing and must apply to all team members.
- Additional team rules must be approved in advance by the Athletic Director.
- Collect all required paperwork needed for tryouts
 - ❖ Student code of conduct
 - ❖ Parent code of conduct
 - ❖ Coach code of conduct
 - ❖ Concussion information/statement sheet for both students and coaches
 - ❖ Physical
- Create at least 1 fundraising opportunity

Establish Culture

- Role models for positive behavior
- Support athletes in the classroom
- Model good sportsmanship
- Communicate with officials in a positive way
- Provide athletes with positive feedback
- Profanity and/or abusive language will not be tolerated

PARENT EXPECTATIONS

- Confirm your student athlete has completed all necessary paperwork before tryouts.
- Pay the required fees before the designated teams first practice.
- Communicate well with coaching staff and teachers
- Hold athletes accountable for schoolwork and behavior
- Volunteer for one (1) specific game/event for fundraising efforts.
- Provide transportation and/or help to arrange transportation if needed.
- Supply water bottle and appropriate clothing.
- Be supportive of all athletes, coaches and officials.
- Provide athletes with positive feedback .
- Behave appropriately and in a good sportsman-like manner at all athletic events.

Coversheet

Public Records Monthly Update

Section:	II. Head of School Report
Item:	E. Public Records Monthly Update
Purpose:	FYI
Submitted by:	
Related Material:	Public records request -Vaillancourt #1.pdf Public records request -Vaillancourt August 2019 Thread.pdf Vaillancourt August 2019 Complete.pdf Shining Rock Academy Retainer Letter-R (5.7.18) - Signed.pdf Lex-is Services Payments 2018-2025.pdf Public records request -Vaillancourt #2.pdf Vaillancourt Request #2 Complete.pdf Public records request -Vaillancourt #3.pdf Vaillancourt Request #3 Complete.pdf Public records request -Vaillancourt #4.pdf Vaillancourt Request #4 Complete.pdf Public records request -Fitzgibbon #1.pdf Public records request -Fitzgibbon #2.pdf Public records request -Fitzgibbon #3.pdf Fitzgibbon Request 7.9.2025 Complete.pdf Fitzgibbon Request 7.9.2025 Complete (Email).pdf



Joshua Morgan <jmorgan@shiningrock.org>

Public records request - status update

1 message

Cory Vaillancourt <cory@smokymountainnews.com>
To: jmorgan@shiningrock.org

Tue, Jul 1, 2025 at 12:50 PM

Good afternoon —

Can you please give me an update on the status of my public records request submitted on or about Aug. 7, 2019?

Cory Vaillancourt
Politics Editor, The Smoky Mountain News
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[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)



Public Information <shiningrockconnection@shiningrock.org>

Public records requests

16 messages

Cory Vaillancourt <cory@smokymountainnews.com>

Wed, Aug 7, 2019 at 5:26 PM

To: Public Information <shiningrockconnection@shiningrock.org>

Hi there -

Please consider this my formal request for the following public records, below. Please confirm receipt of this request, and please provide a timeline as to when you expect to deliver these public records - as you may know, this is an important issue in the public interest and so anything you can do to expedite this request would be appreciated. And as always, please do not hesitate to contact me should you need clarification, and please do not feel the need to wait until you can fulfill all of the requests below to begin delivering these documents as they become available. Thanks!

1. All closed session meeting minutes of any Shining Rock board or committee, dating back to Aug. 1, 2018.
2. All public records that show the amount of public funds expended on the proposed project (henceforth, the "project") for which documents were filed with the town of Waynesville on Aug. 1. This is substantially the same request made by the Mountaineer newspaper, so it should be possible for you to save some work by sending these documents to me at the same time you send them to them.
3. Copies of all checks written to any entity connected with the project, including but not limited to the town of Waynesville, CEC Inc., Tate architecture PLLC, BC construction group, and Schoolhouse development LLC.
4. Copies of all correspondence between Shining Rock's board, board members, employees or staff, and any board-retained attorney including David Hostettler relating to the project.
5. Copies of all correspondence dating back to Aug. 1, 2018 between Shining Rock's board, board members, employees or staff, and any board-retained attorney including Hostettler relating to media outlets - including but not limited to The Smoky Mountain News, The Mountaineer and/or any media outlet, its employees, contractors, reporters, and journalists.
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7. My prior request for all supporting documents related to the agenda of the Aug. 1 meeting was not fulfilled. I received only a copy of the proposed electronic communications policy. Other documents I believe to be in existence that would be covered by that request include the previous meeting's minutes (which were voted on and approved at the Aug. 1 meeting), and the five reports submitted by the various committee chairs.
8. Similar to #7, all supporting documents relating to the board's next meeting, Aug. 21.
9. Copies of David Hostettler's contract, contracts, fee arrangements, or billing procedures with Shining Rock.
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11. Copies of any invoices or billing statements related to the engagement of David Hostettler by Shining Rock since his initial retention.

Thanks again!

c

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Public Information <shiningrockconnection@shiningrock.org>
To: hos@hoslaw.com

Wed, Aug 7, 2019 at 5:27 PM

Sincerely,
SRCA Board of Directors

Find out more about SRCA using the links below:

<http://www.srca.teamcfa.school>

<http://facebook.com/shiningrockclassicalacademy>

<http://twitter.com/shiningrockcfa>



Shining Rock Classical Academy: CFA
1023 Dellwood Road
Waynesville, NC 28786

Shining Rock Classical Academy: A Challenge Foundation Academy: Inspire learning through community, environment, and values.

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----- Forwarded message -----

From: **Cory Vaillancourt** <cory@smokymountainnews.com>

Date: Wed, Aug 7, 2019 at 5:26 PM

Subject: Public records requests

To: Public Information <shiningrockconnection@shiningrock.org>

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Cory Vaillancourt <cory@smokymountainnews.com>
To: Public Information <shiningrockconnection@shiningrock.org>
Cc: "David R. Hostettler, Esq." <hos@hoslaw.com>

Thu, Aug 8, 2019 at 9:39 PM

Hi there. It's now been more than 24 hours since I submitted my public records request.]
Please provide confirmation of receipt and and expected timeline for delivery of these public records.

Thanks!
C

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Cory Vaillancourt <cory@smokymountainnews.com>

Fri, Aug 9, 2019 at 4:44 PM

To: Public Information <shiningrockconnection@shiningrock.org>, Josh Morgan <jmorgan@shiningrock.org>, Anna Eason <aeason@shiningrock.org>, mmehaffey@shiningrock.org, mnorman@shiningrock.org, tcrisp@shiningrock.org, jmoody@shiningrock.org, ccarver@shiningrock.org
Cc: "David R. Hostettler, Esq." <hos@hoslaw.com>

It's now been more than 48 hours since my public records request, and more than 24 hours since I sent a reminder of that request. I've heard nothing from SRCA.

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Also please explain why these requests are not being acknowledged in a timely manner - I'll need that for my next story on Shining Rock this coming week.

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Joshua Morgan <jmorgan@shiningrock.org>
To: shiningrockconnection@shiningrock.org

Fri, Aug 9, 2019 at 4:58 PM

----- Forwarded message -----

From: **Cory Vaillancourt** <cory@smokymountainnews.com>

Date: Fri, Aug 9, 2019 at 4:44 PM

Subject: Re: Public records requests

To: Public Information <shiningrockconnection@shiningrock.org>, Josh Morgan <jmorgan@shiningrock.org>, Anna Eason <aeason@shiningrock.org>, <mmeahaffey@shiningrock.org>, <mnorman@shiningrock.org>, <tcrist@shiningrock.org>, <jmoody@shiningrock.org>, <ccarver@shiningrock.org>

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Shining Rock Classical Academy: A Challenge Foundation Academy, engages all students and challenges them to excel. Through an integrated, content-rich curriculum, students will develop a strong foundation in critical thought and cultivate a lifelong love of learning. We encourage local and global citizenship, and we practice six core values: Integrity, Respect, Compassion, Responsibility, Wisdom, and Leadership.

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Cory Vaillancourt <cory@smokymountainnews.com>

Mon, Aug 12, 2019 at 10:57 AM

To: Public Information <shiningrockconnection@shiningrock.org>, Josh Morgan <jmorgan@shiningrock.org>, Anna Eason <aeason@shiningrock.org>, mmehaffey@shiningrock.org, mnorman@shiningrock.org, tcrist@shiningrock.org, jmoody@shiningrock.org, ccarver@shiningrock.org
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Joshua Morgan <jmorgan@shiningrock.org>
To: shiningrockconnection@shiningrock.org

Mon, Aug 12, 2019 at 11:09 AM

----- Forwarded message -----

From: **Cory Vaillancourt** <cory@smokymountainnews.com>

Date: Mon, Aug 12, 2019 at 10:57 AM

Subject: Re: Public records requests

To: Public Information <shiningrockconnection@shiningrock.org>, Josh Morgan <jmorgan@shiningrock.org>, Anna Eason <aeason@shiningrock.org>, <mmeahaffey@shiningrock.org>, <mnorman@shiningrock.org>, <tcrist@shiningrock.org>, <jmoody@shiningrock.org>, <ccarver@shiningrock.org>

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Mon, Aug 12, 2019 at 11:11 AM

Thanks! Do you have a policy outlining what that fee structure is? If so, send it along.

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Thanks again!
c

Cory Vaillancourt
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Sincerely,
SRCA Board of Directors

Find out more about SRCA using the links below:

<http://www.srca.teamcfa.school>

<http://facebook.com/shiningrockclassicalacademy>

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SHINING ROCK
CLASSICAL ACADEMY

A Challenge Foundation Academy

Shining Rock Classical Academy: CFA

1023 Dellwood Road

Waynesville, NC 28786

Shining Rock Classical Academy: A Challenge Foundation Academy: Inspire learning through community, environment, and values.

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----- Forwarded message -----

From: **Cory Vaillancourt** <cory@smokymountainnews.com>

Date: Mon, Aug 12, 2019 at 11:11 AM

Subject: Re: Public records requests

To: Public Information <shiningrockconnection@shiningrock.org>

Thanks! Do you have a policy outlining what that fee structure is? If so, send it along.

Cory Vaillancourt
Staff Writer
Smoky Mountain News
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Thanks!
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Smoky Mountain News

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Cory Vaillancourt <cory@smokymountainnews.com>
To: Public Information <shiningrockconnection@shiningrock.org>

Fri, Aug 30, 2019 at 11:42 AM

Hi there -

It's now been more than three weeks since I made my public records request. To date, I have not received:

1. A projected timeline for the delivery of such materials
2. A copy of the school's public records release policy (if one exists)
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Additionally, you'll note that one of my requests was the same as one made by the Mountaineer. I see that you've produced those documents to them (last week) but not to me. Please explain this discrepancy.

Finally, to my growing list of requests, please add all contracts and copies of all checks written to Leaders Building Leaders, and Kara Ridenhour (sp?).

Thanks!
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Sincerely,
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Thanks!

C

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Cory Vaillancourt <cory@smokymountainnews.com>
To: Public Information <shiningrockconnection@shiningrock.org>

Fri, Sep 20, 2019 at 2:44 PM

Hi there -

As you will see from my Aug. 7 email below, It has now been more than 6 weeks since my public records request. A subsequent request also requested some documents related to Ms. Ridenour and LBL.

I noticed today in the mountaineer that this is now the second time you've provided them with documents I requested as well.

As I have said before, please provide:

1. A projected timeline for the delivery of such materials
2. A copy of the school's public records release policy (if one exists)
3. A copy of the fee schedule for public records release (if one exists)
4. All of the documents I've requested.

Until these documents are received in full, I'll be keeping our readers up to date on the status of this request.

Thanks!
C

Cory Vaillancourt
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[Twitter.com/SmokyMtnNews](https://twitter.com/SmokyMtnNews)
[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)

Begin forwarded message:

From: Cory Vaillancourt <cory@smokymountainnews.com>
Subject: Re: Public records requests
Date: August 30, 2019 at 11:42:59 AM EDT
To: Public Information <shiningrockconnection@shiningrock.org>

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Public Information <shiningrockconnection@shiningrock.org>

Fri, Sep 20, 2019 at 3:28 PM

To: Info <info@smokymountainnews.com>, Cory <cory@smokymountainnews.com>

Hey Scott,

I need a little clarification. When we talked on August 19th about the volume of these requests, I told you were seeking to provide all of the relevant information in a manner that would not require a burden on SRCA staff, and we agreed that you would get back with me about what was truly needed. When Cory sent his email before Labor Day, I called you on September 3rd to make sure that I had not misunderstood. You told me that you had a staff meeting with Cory the next day and would get back to me with clarity on these requests. I have not heard from you since.

I appreciate you giving this your attention,

Joshua Morgan

Sincerely,
SRCA Board of Directors

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Date: Fri, Sep 20, 2019 at 2:44 PM

Subject: Fwd: Public records requests

To: Public Information <shiningrockconnection@shiningrock.org>

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Until these documents are received in full, I'll be keeping our readers up to date on the status of this request.

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Cory Vaillancourt <cory@smokymountainnews.com>
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Public Information <shiningrockconnection@shiningrock.org>
To: Joshua Morgan <jmorgan@shiningrock.org>

Fri, Sep 20, 2019 at 4:00 PM

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CLASSICAL ACADEMY

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On Mon, Aug 12, 2019 at 10:57 AM Cory Vaillancourt

<cory@smokymountainnews.com> wrote:

HI there.

It's now been almost five full days since I made a public records request, and I have yet to receive confirmation of receipt of that request, an expected timeframe for delivery of the public records requested, or the requested public records themselves.

Please confirm receipt of my public records request dated Aug. 7, and provide an expected timeframe for delivery of the requested documents.

Thanks!

c

Cory Vaillancourt
Staff Writer
Smoky Mountain News
912-508-5640 (c)
828-452-4251 (o)

smokymountainnews.com
facebook.com/smnews
[Twitter.com/SmokyMtnNews](https://twitter.com/SmokyMtnNews)
[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)

On Aug 9, 2019, at 4:44 PM, Cory Vaillancourt
<cory@smokymountainnews.com> wrote:

It's now been more than 48 hours since my public records request, and more than 24 hours since I sent a reminder of that request. I've heard nothing from SRCA.

Please confirm receipt of my request and provide an expected timeline for delivery of the public records I requested.

Also please explain why these requests are not being acknowledged in a timely manner - I'll need that for my next story on Shining Rock this coming week.

Thanks!
c

Cory Vaillancourt
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Please provide confirmation of receipt and and expected timeline for delivery of these public records.

Thanks!
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[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)

On Aug 7, 2019, at 5:26 PM, Cory Vaillancourt
<cory@smokymountainnews.com>
wrote:

Hi there -

Please consider this my formal request for the following public records, below. Please confirm receipt of this request, and please provide a timeline as to when you expect to deliver these public records - as you may know, this is an important issue in the public interest and so anything you can do to expedite this request would be appreciated. And as always, please do not hesitate to contact me should you need clarification, and please do not feel the need to wait until you can fulfill all of the requests below to begin delivering these documents as they become available. Thanks!

1. All closed session meeting minutes of any Shining Rock board or committee, dating back to Aug. 1, 2018.

2. All public records that show the amount of public funds expended on the proposed project (henceforth, the "project") for which documents were filed with the town of Waynesville on Aug. 1. This is substantially the same request made by the Mountaineer newspaper, so it should be possible for you to save some work by sending these documents to me at the same time you send them to them.

3. Copies of all checks written to any entity connected with the project, including but not limited to the town of Waynesville, CEC Inc., Tate architecture PLLC, BC construction group, and Schoolhouse development LLC.

4. Copies of all correspondence between Shining Rock's board, board members, employees or staff, and any board-retained attorney

including David Hostettler relating to the project.

5. Copies of all correspondence dating back to Aug. 1, 2018 between Shining Rock's board, board members, employees or staff, and any board-retained attorney including Hostettler relating to media outlets - including but not limited to The Smoky Mountain News, The Mountaineer and/or any media outlet, its employees, contractors, reporters, and journalists.

6. All correspondence relating to the creation of the proposed electronic communications policy with the entity that drafted it.

7. My prior request for all supporting documents related to the agenda of the Aug. 1 meeting was not fulfilled. I received only a copy of the proposed electronic communications policy. Other documents I believe to be in existence that would be covered by that request include the previous meeting's minutes (which were voted on and approved at the Aug. 1 meeting), and the five reports submitted by the various committee chairs.

8. Similar to #7, all supporting documents relating to the board's next meeting, Aug. 21.

9. Copies of David Hostettler's contract, contracts, fee arrangements, or billing procedures with Shining Rock.

10. Copies of all checks written by Shining Rock to David Hostettler or any other school-retained attorney dating back to Aug. 1, 2018.

11. Copies of any invoices or billing statements related to the engagement of David Hostettler by Shining Rock since his initial retention.

Thanks again!
c

Cory Vaillancourt
Staff Writer
Smoky Mountain News

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[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)

Public Information <shiningrockconnection@shiningrock.org>
To: hos@hoslaw.com

Fri, Sep 20, 2019 at 4:17 PM

Sincerely,
SRCA Board of Directors

Find out more about SRCA using the links below:

<http://www.srca.teamcfa.school>

<http://facebook.com/shiningrockclassicalacademy>

<http://twitter.com/shiningrockcfa>



SHINING ROCK
CLASSICAL ACADEMY

A Challenge Foundation Academy

Shining Rock Classical Academy: CFA

1023 Dellwood Road
Waynesville, NC 28786

Shining Rock Classical Academy: A Challenge Foundation Academy: Inspire learning through community, environment, and values.

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----- Forwarded message -----

From: **Cory Vaillancourt** <cory@smokymountainnews.com>

Date: Fri, Sep 20, 2019 at 3:38 PM

Subject: Re: Public records requests

To: Public Information <shiningrockconnection@shiningrock.org>
Cc: Info <info@smokymountainnews.com>

Hi Josh -

Scott is not here to absolve you of my request, or of your legal obligation to provide these records. As you also may recognize per statute, your "burden" in complying with the law is not my concern, either.

I expected these records in a timely manner. That time has long since passed. Additionally, since you've provided the mountaineer with several sets of documents I requested about the same time as the mountaineer did, your "transparency" and "reset" narratives are looking more and more disingenuous than ever, and my willingness to "take it easy" on Shining Rock is growing ever so thin.

It's simple - comply with the request.

C

Cory Vaillancourt
Staff Writer
Smoky Mountain News
912-508-5640 (c)
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smokymountainnews.com
facebook.com/smnews
[Twitter.com/SmokyMtnNews](https://twitter.com/SmokyMtnNews)
[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)

On Sep 20, 2019, at 3:28 PM, Public Information <shiningrockconnection@shiningrock.org> wrote:

Hey Scott,

I need a little clarification. When we talked on August 19th about the volume of these requests, I told you were seeking to provide all of the relevant information in a manner that would not require a burden on SRCA staff, and we agreed that you would get back with me about what was truly needed. When Cory sent his email before Labor Day, I called you on September 3rd to make sure that I had not misunderstood. You told me that you had a staff meeting with Cory the next day and would get back to me with clarity on these requests. I have not heard from you since.

I appreciate you giving this your attention,

Joshua Morgan

Sincerely,
SRCA Board of Directors

Find out more about SRCA using the links below:

<http://www.srca.teamcfa.school>

<http://facebook.com/shiningrockclassicalacademy>

<http://twitter.com/shiningrockcfa>

**Shining Rock Classical Academy: CFA**

1023 Dellwood Road
Waynesville, NC 28786

Shining Rock Classical Academy: A Challenge Foundation Academy: Inspire learning through community, environment, and values.

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----- Forwarded message -----

From: **Cory Vaillancourt** <cory@smokymountainnews.com>
Date: Fri, Sep 20, 2019 at 2:44 PM
Subject: Fwd: Public records requests
To: Public Information <shiningrockconnection@shiningrock.org>

Hi there -

As you will see from my Aug. 7 email below, It has now been more than 6 weeks since my public records request. A subsequent request also requested some documents related to Ms. Ridenour and LBL.

I noticed today in the mountaineer that this is now the second time you've provided them with documents I requested as well.

As I have said before, please provide:

1. A projected timeline for the delivery of such materials
2. A copy of the school's public records release policy (if one exists)
3. A copy of the fee schedule for public records release (if one exists)
4. All of the documents I've requested.

Until these documents are received in full, I'll be keeping our readers up to date on the status of this request.

Thanks!
C

Cory Vaillancourt
Staff Writer
Smoky Mountain News
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smokymountainnews.com
facebook.com/smnews
[Twitter.com/SmokyMtnNews](https://twitter.com/SmokyMtnNews)
[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)

Begin forwarded message:

From: Cory Vaillancourt <cory@smokymountainnews.com>
Subject: Re: Public records requests
Date: August 30, 2019 at 11:42:59 AM EDT
To: Public Information <shiningrockconnection@shiningrock.org>

Hi there -

It's now been more than three weeks since I made my public records request. To date, I have not received:

1. A projected timeline for the delivery of such materials
2. A copy of the school's public records release policy (if one exists)
3. A copy of the fee schedule for public records release (if one exists)
4. Any of the documents I've requested.

Additionally, you'll note that one of my requests was the same as one made by the Mountaineer. I see that you've produced those documents to them (last week) but not to me. Please explain this discrepancy.

Finally, to my growing list of requests, please add all contracts and copies of all checks written to Leaders Building Leaders, and Kara Ridenhour (sp?).

Thanks!
c

Cory Vaillancourt
Staff Writer
Smoky Mountain News
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[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)

On Aug 12, 2019, at 11:08 AM, Public Information <shiningrockconnection@shiningrock.org> wrote:

We have received your public records request and will respond **as promptly as possible, upon payment of any fees** as may be prescribed by law.

Sincerely,
SRCA Board of Directors

Find out more about SRCA using the links below:

<http://www.srca.teamcfa.school>

<http://facebook.com/shiningrockclassicalacademy>

<http://twitter.com/shiningrockcfa>



A Challenge Foundation Academy

Shining Rock Classical Academy: CFA

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Thanks!

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Also please explain why these requests are not being acknowledged in a timely manner - I'll need that for my next story on Shining Rock this coming week.

Thanks!
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1. All closed session meeting minutes of any Shining Rock board or committee, dating back to Aug. 1, 2018.

2. All public records that show the amount of public funds expended on the proposed project (henceforth, the "project") for which documents were filed with the town of Waynesville on Aug. 1. This is substantially the same request made by the Mountaineer newspaper, so it should be possible for you to save some work by sending these documents to me at the same time you send them to them.

3. Copies of all checks written to any entity connected with the project, including but not limited to the town of Waynesville, CEC Inc., Tate architecture PLLC, BC construction group, and Schoolhouse development LLC.

4. Copies of all correspondence between Shining Rock's board, board members, employees or staff, and any board-retained attorney

including David Hostettler relating to the project.

5. Copies of all correspondence dating back to Aug. 1, 2018 between Shining Rock's board, board members, employees or staff, and any board-retained attorney including Hostettler relating to media outlets - including but not limited to The Smoky Mountain News, The Mountaineer and/or any media outlet, its employees, contractors, reporters, and journalists.

6. All correspondence relating to the creation of the proposed electronic communications policy with the entity that drafted it.

7. My prior request for all supporting documents related to the agenda of the Aug. 1 meeting was not fulfilled. I received only a copy of the proposed electronic communications policy. Other documents I believe to be in existence that would be covered by that request include the previous meeting's minutes (which were voted on and approved at the Aug. 1 meeting), and the five reports submitted by the various committee chairs.

8. Similar to #7, all supporting documents relating to the board's next meeting, Aug. 21.

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10. Copies of all checks written by Shining Rock to David Hostettler or any other school-retained attorney dating back to Aug. 1, 2018.

11. Copies of any invoices or billing statements related to the engagement of David Hostettler by Shining Rock since his initial retention.

Thanks again!
c

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Smoky Mountain News

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[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)



Joshua Morgan <jmorgan@shiningrock.org>

Public records request - status update

Joshua Morgan <jmorgan@shiningrock.org>
To: Cory Vaillancourt <cory@smokymountainnews.com>
Cc: Alyson Weimar <aweimar@shiningrock.org>

Wed, Jul 23, 2025 at 11:29 AM

Cory,

Please see your questions from 2019 with the PR information in bold and corresponding attachments:

1. All closed session meeting minutes of any Shining Rock board or committee, dating back to Aug. 1, 2018. **We do not have access to these from the previous boards. As of April 2024, we changed practice to document all closed sessions on Board on Track.**
2. All public records that show the amount of public funds expended on the proposed project (henceforth, the "project") for which documents were filed with the town of Waynesville on Aug. 1. This is substantially the same request made by the Mountaineer newspaper, so it should be possible for you to save some work by sending these documents to me at the same time you send them to them. **There are no public records because public funds were not used during this time. The project was managed and financed by Performance Charter School Development.**
3. Copies of all checks written to any entity connected with the project, including but not limited to the town of Waynesville, CEC Inc., Tate architecture PLLC, BC construction group, and Schoolhouse development LLC. **The project was managed and financed by Performance Charter School Development.**
4. Copies of all correspondence between Shining Rock's board, board members, employees or staff, and any board-retained attorney including David Hostettler relating to the project. **As stated, this is not an actionable request due to technology capability. Can you provide some specific sources or topics so that we can meet this request?**
5. Copies of all correspondence dating back to Aug. 1, 2018 between Shining Rock's board, board members, employees or staff, and any board-retained attorney including Hostettler relating to media outlets - including but not limited to The Smoky Mountain News, The Mountaineer and/or any media outlet, its employees, contractors, reporters, and journalists. **As stated, this is not an actionable request due to technology capability. Can you provide some specific sources or topics so that we can meet this request?**
6. All correspondence relating to the creation of the proposed electronic communications policy with the entity that drafted it. **We do not have access to these from the previous boards. The proposed electronic communications policy was not adopted by the previous board.**
7. My prior request for all supporting documents related to the agenda of the Aug. 1 meeting was not fulfilled. I received only a copy of the proposed electronic communications policy. Other documents I believe to be in existence that would be covered by that request include the previous meeting's minutes (which were voted on and approved at the Aug. 1 meeting), and the five reports submitted by the various committee chairs. **We do not have access to this information from the previous boards. However, we do have the public minutes from August 1, 2019. We have included the link to this email.** <https://docs.google.com/document/d/1jssYyK1pLWqA0YBQuaS8kpD05CXQfEEgHOr5NpVKlo/edit?usp=sharing>
8. Similar to #7, all supporting documents relating to the board's next meeting, Aug. 21. **We do not have access to this information from the previous boards. However, we do have the public minutes from August 1, 2019. We have included the link to this email.** <https://docs.google.com/document/d/1jssYyK1pLWqA0YBQuaS8kpD05CXQfEEgHOr5NpVKlo/edit?usp=sharing>
9. Copies of David Hostettler's contract, contracts, fee arrangements, or billing procedures with Shining Rock. **This is attached below as retainer letter dated 5.7.2018**
10. Copies of all checks written by Shining Rock to David Hostettler or any other school-retained attorney dating back to Aug. 1, 2018. **This is captured in the attached below as Lex-is Services Payment 2018-2025.**
11. Copies of any invoices or billing statements related to the engagement of David Hostettler by Shining Rock since his

initial retention. **This is captured in the attached below as Lex-is Services Payment 2018-2025 in the description column.**

[Quoted text hidden]

--

Joshua F. Morgan
Head of School

Shining Rock Classical Academy

2150 Russ Ave.

Waynesville, NC 28786

(828) 476-5150 [office]

jmorgan@shiningrock.org

Connect with us:

www.shiningrock.org

<http://facebook.com/shiningrockclassicalacademy>



Shining Rock Classical Academy, engages all students and challenges them to excel. Through an integrated, content-rich curriculum, students will develop a strong foundation in critical thought and cultivate a lifelong love of learning. We encourage local and global citizenship, and we practice six core values: Integrity, Respect, Compassion, Responsibility, Wisdom, and Leadership.

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2 attachments



Shining Rock Academy Retainer Letter-R (5.7.18) - Signed.pdf

99K



Lex-is Services Payments 2018-2025.pdf

81K



www.Lex-is.com

May 7, 2018

Via e-Mail (tkeilberg@shiningrock.org)

Ms. Tara Keilberg
Shining Rock Classical Academy
1023 Dellwood Rd
Waynesville, NC 28786

Re: Revised Engagement Letter for Legal Services Retainer – May 2018 - June 30, 2019 Term

Dear Tara,

We are honored that our firm, Lexis School Law Services (the "Firm"), has been selected as legal counsel for the Board of Directors of Shining Rock Classical Academy (the "School"). This letter contains the terms of our agreement (the "Agreement").

Before entering this Agreement, I have billed my services on an hourly basis, currently at our 2017-18 fiscal year rate of \$285 per hour. Your board has elected to retain the Firm, moving forward, under the Firm's "Platinum" Retainer Plan (the "Plan"). The basic terms of that Plan are described in the attached Retainer and Document Services information sheet. The first terms of the retainer plan will begin immediately upon Agreement execution and run through June 30, 2019. The amount due for the term is \$14,500.

Under the Plan, I will provide legal counsel at no additional charge for an *unlimited number of legal issues* during the year, for *up to four hours of my time per issue*. Should any issue exceed four hours of my time, we will invoice the School for such additional time at a 30%-discounted hourly rate.

Additional elements are as follows:

- Review of all School policies and contracts at no additional charge
- Annual school board and staff legal training
- 30% discounted fees for purchases of any of our School Policy or other Document Templates, per the attached information sheet. (Contract and other document reviews, however, are covered under the Plan; e.g., if I draft or review a vendor or employee letter or contract, there is no charge if within the four-hour limit.)
- Regarding any issues involving work performed by our associates and staff, we will bill the School at 70% of their regular rates (see hourly rates noted below)

Hourly work performed, respectively, by our professional associates (e.g., special education, HR, finance), our law clerks, our paralegals/editors, and our administrative staff is billed at 2017-18

rates of \$160, \$140, \$120, and \$80 per hour. (Again, such services for the School would be billed at 70% of the regular rate.) Any out-of-pocket expenses will be billed at cost to the Firm. For travel expenses such as mileage and meals, standard fees will apply (e.g., mileage at the existing IRS rate; meals @ \$10, \$15, and \$20, respectively). The Firm reserves the right to reasonably adjust its rates periodically based on market conditions, although rates rarely fluctuate during the fiscal year.

Please note that instances might arise, requiring special legal expertise (e.g., practice areas such as litigation, taxation/IRS matters, public finance, immigration, or real estate). Our firm has associations with other attorneys and firms throughout the state for such matters. We will consult with School officials about retaining special counsel in such instances, and if retained, their fees will be billed directly to the School or through the Firm at cost.

The Firm will normally send any invoices by e-mail to a designated School representative (e.g., the finance officer or principal). These will be due for payment upon receipt. Outstanding balances 30 days past due will be subject to monthly interest charges (currently 1% per month) and a processing fee (currently \$40 per monthly notice).

Before the end of each retainer plan year, the Firm will issue a renewal invoice. If the School wishes to continue the existing plan or an alternative plan, it merely pays the full amount for that plan pursuant to the relevant invoice.

In accordance with state law, the parties to this Agreement acknowledge that no indebtedness of any kind incurred or created by the School shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the School shall involve or be secured by faith, credit, or taxing power of the State or its political subdivisions.

If the terms of this Agreement are acceptable, please have the School's legally authorized agent sign, date and return this Agreement letter via regular mail, e-mail, or fax (duplicate and electronic copies shall be legally binding), and promptly remit payment for the enclosed revised invoice. Once the signed Agreement and payment are received, we will begin services. If you have questions, please contact me directly (919-308-4652 / hos@hoslaw.com).

Sincerely yours,



David R. Hostetler

AGREED:

Signature: _____

Date: _____

Printed Name: _____

Position: _____

SHINING ROCK CLASSICAL ACADEMY CFA

Vendor Payments Report
Date Range: 07/01/2018 to 06/30/2025

Account #	Account Description	Invoice #	Check #	Check Date	Bank	Description	Amount
Vendor: LEX-IS SERVICES - LEX-IS SERVICES							
1X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	23018	95879	06/08/2023	UCB 4217	LEGAL FEES	910.00
1X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	23023-E	95980	08/04/2023	UCB 4217	LEGAL SERVICES FORM 1023	600.00
1X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	2023.1012	5949	10/12/2023	UCB 4217	QB PAYMENT LEGAL SERVICES	2,100.00
1X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	24025	96950	10/17/2024	UCB 4217	LEGAL SVC 04/18-05/14	1,209.00
2X.16100.0000.00000.00000.000.00.000.00000	Prepaid Expenses	20782	93927	06/10/2020	UCB 4217	LEGAL SERVICES - ANNUAL RETAINER REVIEWAL	13,000.00
2X.16100.0000.00000.00000.000.00.000.00000	Prepaid Expenses	23014 FY24	95878	06/08/2023	UCB 4217	6920311 LEGAL SERVICES 7/1/23-6/30/24	14,000.00
2X.16100.0000.00000.00000.000.00.000.00000	Prepaid Expenses	2024.0611	6149	06/11/2024	UCB 4217	2.6920.036.311.000.000.00 ATTORNEY RETENTION 24/25	14,300.00
2X.20100.0000.00000.50000.000.00.000.00000	Prior Year Expenses	23022	95981	08/04/2023	UCB 4217	LEGAL SERVICES MAY/JUNE 2.6920.036.311	1,666.00
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	18664	2425	08/10/2018	UCB 4217	EC & HR ISSUES	973.75
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	18712	2488	12/04/2018	UCB 4217	LEGAL FEES	1,495.00
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	2019 03 11	2719	03/11/2019	UCB 4217	LEGAL SERVICES	9,005.23
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	19732	93031	04/18/2019	UCB 4217	LEGAL SERVICES	774.00
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	19740	93176	06/06/2019	UCB 4217	LEGAL SERVICES	1,986.25
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	19735	93212	07/12/2019	UCB 4217	YEARLY LAWYER RETAINER PAYMENT	13,000.00
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	19750	93293	08/21/2019	UCB 4217	LEGAL SERVICES	5,382.50
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	19757	93349	09/13/2019	UCB 4217	LEGAL SERVICES	800.00
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	19758-E	93350	09/13/2019	UCB 4217	LEGAL SERVICES	310.00
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	21814 2	4311	11/30/2021	UCB 4217	YEARLY RETAINER	13,000.00
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	22865	5163	08/30/2022	UCB 4217	2022/2023 RETAINER	13,500.00
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	22882 emailed for w-9	5649	12/15/2022	UCB 4217	LEGAL SERVICES	4,505.67
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	2023.1221	6020	12/21/2023	UCB 4217	QB PAYMENT LEGAL SERVICES	350.00
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	24004	6040	01/03/2024	UCB 4217	LEGAL SERVICES	1,885.33
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	2024.06.11	6149	06/11/2024	UCB 4217	LEGAL SERVICES	224.00
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	25017	97328	04/25/2025	UCB 4217	LEGAL SVC 04/09-04/18	293.12
2X.69200.0036.03110.00000.000.00.000.00000	Contracted Legal Services	25025	175	06/20/2025	UCB 1568	TRIAL SVC	3,500.00
Vendor Total:							118,769.85
Grand Total:							118,769.85

Vendor Payments Report
Date Range: 07/01/2018 to 06/30/2025

Summary by Fund

Fund	Total
1X	4,819.00
2X	113,950.85
Grand Total by Fund:	118,769.85



Joshua Morgan <jmorgan@shiningrock.org>

Public records request #2

1 message

Cory Vaillancourt <cory@smokymountainnews.com>
To: jmorgan@shiningrock.org

Tue, Jul 1, 2025 at 12:52 PM

Good afternoon —

Please consider this a formal request for the following public records, to be delivered electronically:

1. A copy of any liability insurance policies held by Shining Rock Classical Academy that include coverage for legal liability; and
2. Copies of all payments made to the insurer or insurers over the past three years; and
3. Copies of all payments made to said insurer or insurers as a deductible or retainer related to 23CVS001166-430.

Please acknowledge receipt of this public records request.

Please provide a timeline for the anticipated fulfillment of this public records request.

Please provide in advance the amount of any fees that may be charged per statute by Shining Rock Classical Academy to The Smoky Mountain News.

Please do not hesitate to contact me if I may be of assistance in your timely fulfillment of this public records request.

Cory Vaillancourt
Politics Editor, The Smoky Mountain News
912-508-5640 (c)

smokymountainnews.com
facebook.com/smnews
[Twitter.com/SmokyMtnNews](https://twitter.com/SmokyMtnNews)
[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)



Joshua Morgan <jmorgan@shiningrock.org>

Public records request #2

Joshua Morgan <jmorgan@shiningrock.org>
To: Cory Vaillancourt <cory@smokymountainnews.com>
Cc: Alyson Weimar <aweimar@shiningrock.org>

Wed, Jul 23, 2025 at 3:00 PM

Cory,

Please see the attachments to fulfill these requests

1. A copy of any liability insurance policies held by Shining Rock Classical Academy that include coverage for legal liability; and
2. Copies of all payments made to the insurer or insurers over the past three years; and
3. Copies of all payments made to said insurer or insurers as a deductible or retainer related to 23CVS001166-430.

[Quoted text hidden]

--

Joshua F. Morgan
Head of School

Shining Rock Classical Academy

2150 Russ Ave.
Waynesville, NC 28786
(828) 476-5150 [office]
jmorgan@shiningrock.org

Connect with us:

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<http://facebook.com/shiningrockclassicalacademy>



Shining Rock Classical Academy, engages all students and challenges them to excel. Through an integrated, content-rich curriculum, students will develop a strong foundation in critical thought and cultivate a lifelong love of learning. We encourage local and global citizenship, and we practice six core values: Integrity, Respect, Compassion, Responsibility, Wisdom, and Leadership.

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10 attachments

-  **Employers Work Comp 6-5-25 to 6-5-26.pdf**
91K
-  **POL 6-5-25 to 6-5-26 CUMB Republic Franklin Insurance Co.pdf**
1309K
-  **POL 6-5-25 to 6-5-26 BAUT Utica Mutual Insurance Company.pdf**
1044K
-  **25-26 ACCI Renewal - PHLY.pdf**
736K
-  **Employer's - Workers Comp..pdf**
78K
-  **Travelers - Cyber Liability.pdf**
78K
-  **Philidelphia.pdf**
76K
-  **Utica.pdf**
82K
-  **25-26 Cyber Liability Policy - Travelers.pdf**
418K
-  **POL 6-5-25 to 6-5-26 CPKG Republic Franklin Insurance Co.pdf**
9784K



Joshua Morgan <jmorgan@shiningrock.org>

Public records request #3

1 message

Cory Vaillancourt <cory@smokymountainnews.com>
To: jmorgan@shiningrock.org

Tue, Jul 1, 2025 at 12:53 PM

Good afternoon —

Please consider this a formal request for the following public records, to be delivered electronically:

1. Copies of all payments made to Katie Ridenhour or any associated business entity for services performed on behalf of Shining Rock Classical Academy in relation to 23CVS001166-430.

Please acknowledge receipt of this public records request.

Please provide a timeline for the anticipated fulfillment of this public records request.

Please provide in advance the amount of any fees that may be charged per statute by Shining Rock Classical Academy to The Smoky Mountain News.

Please do not hesitate to contact me if I may be of assistance in your timely fulfillment of this public records request.

Cory Vaillancourt
Politics Editor, The Smoky Mountain News
912-508-5640 (c)

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[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)



Joshua Morgan <jmorgan@shiningrock.org>

Public records request #3

Joshua Morgan <jmorgan@shiningrock.org>
To: Cory Vaillancourt <cory@smokymountainnews.com>
Cc: Alyson Weimar <aweimar@shiningrock.org>

Wed, Jul 23, 2025 at 11:42 AM

Cory,

Please see response in bold:

1. Copies of all payments made to Katie Ridenhour or any associated business entity for services performed on behalf of Shining Rock Classical Academy in relation to 23CVS001166-430. **Time dedicated to this matter was used from time allocated in the service agreement. As such, there is no public record to provide associated with this request.**

[Quoted text hidden]

--

Joshua F. Morgan
Head of School

Shining Rock Classical Academy

2150 Russ Ave.

Waynesville, NC 28786

(828) 476-5150 [office]

jmorgan@shiningrock.org

Connect with us:

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<http://facebook.com/shiningrockclassicalacademy>



Shining Rock Classical Academy, engages all students and challenges them to excel. Through an integrated, content-rich curriculum, students will develop a strong foundation in critical thought and cultivate a lifelong love of learning. We encourage local and global citizenship, and we practice six core values: Integrity, Respect, Compassion, Responsibility, Wisdom, and Leadership.

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Joshua Morgan <jmorgan@shiningrock.org>

Public records request #4

1 message

Cory Vaillancourt <cory@smokymountainnews.com>
To: jmorgan@shiningrock.org

Tue, Jul 1, 2025 at 12:54 PM

Good afternoon —

Please consider this a formal request for the following public records, to be delivered electronically:

1. A copy of the three most recent contracts or fee arrangements Shining Rock Classical Academy has made with David Hostetler or associated business entity; and
2. Copies of all payments made to David Hostetler or any associated business entity for services performed on behalf of Shining Rock Classical Academy in relation to 23CVS001166-430.

Please acknowledge receipt of this public records request.

Please provide a timeline for the anticipated fulfillment of this public records request.

Please provide in advance the amount of any fees that may be charged per statute by Shining Rock Classical Academy to The Smoky Mountain News.

Please do not hesitate to contact me if I may be of assistance in your timely fulfillment of this public records request.

Cory Vaillancourt
Politics Editor, The Smoky Mountain News
912-508-5640 (c)

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[Twitter.com/SMN_Cory](https://twitter.com/SMN_Cory)



Joshua Morgan <jmorgan@shiningrock.org>

Public records request #4

Joshua Morgan <jmorgan@shiningrock.org>
To: Cory Vaillancourt <cory@smokymountainnews.com>
Cc: Alyson Weimar <aweimar@shiningrock.org>

Wed, Jul 23, 2025 at 11:39 AM

Cory,

Please see the response with each item in bold and corresponding attachments:

1. A copy of the three most recent contracts or fee arrangements Shining Rock Classical Academy has made with David Hostetler or associated business entity; **Refer to the attached recurring Retainer Letter dated 5.7.18**
2. Copies of all payments made to David Hostetler or any associated business entity for services performed on behalf of Shining Rock Classical Academy in relation to 23CVS001166-430. **Refer to the entry at the bottom of the attached Lex-is Services Payments 2018-2025 as this is in relation to this specific request.**

[Quoted text hidden]

--

Joshua F. Morgan
Head of School

Shining Rock Classical Academy

2150 Russ Ave.
Waynesville, NC 28786
(828) 476-5150 [office]
jmorgan@shiningrock.org

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2 attachments



Lex-is Services Payments 2018-2025.pdf

81K



Shining Rock Academy Retainer Letter-R (5.7.18) - Signed.pdf

99K



Fitzgibbon Email <rfemails@shiningrock.org>

7/9/25 Public records request

Rebecca Fitzgibbon <beccafitzgibbon@gmail.com>

Wed, Jul 9, 2025 at 4:08 PM

To: Aweimer@shiningrock.org, Awilkins@shiningrock.org, bmullinix@shiningrock.org, jsims@shiningrock.org, Ldavis@shiningrock.org, rgevjan@shiningrock.org, Smesser@shiningrock.org, aadeleke@shiningrock.org, Bbuckalew@shiningrock.org

Hello Members of The SRCA
school board,

I would like to please receive a concise report on the number of concerns/complaints/grievances
the board has received concerning the Head of School
over the past 7 years.
(I've attached a quick google search below for your convenience).

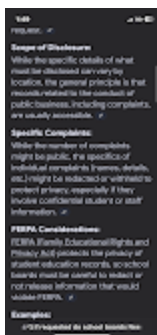
Thank you
Rebecca Fitzgibbon

Sent from my iPhone

3 attachments — [Download all attachments](#) [View all images](#)



IMG_1661.PNG
288K [View Download](#)



IMG_1662.PNG
286K [View Download](#)



IMG_1663.PNG
280K [View](#) [Download](#)



Fitzgibbon Email <rfemails@shiningrock.org>

7/9/25 Public records request

Rebecca Fitzgibbon <beccafitzgibbon@gmail.com>
To: Aweimar@shiningrock.org, Bbuckelew@shiningrock.org

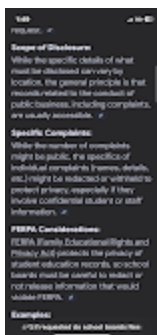
Wed, Jul 9, 2025 at 4:28 PM

> Hello Members of The SRCA
> school board,
>
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>
> Thank you
> Rebecca Fitzgibbon
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> Sent from my iPhone

3 attachments



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286K



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280K



7/9/25 Public records request

3 messages

Rebecca Fitzgibbon <beccafitzgibbon@gmail.com>

Wed, Jul 9, 2025 at 4:08 PM

To: Aweimer@shiningrock.org, Awilkins@shiningrock.org, bmullinix@shiningrock.org, jsims@shiningrock.org, Ldavis@shiningrock.org, rgevjan@shiningrock.org, Smesser@shiningrock.org, aadeleke@shiningrock.org, Bbuckalew@shiningrock.org

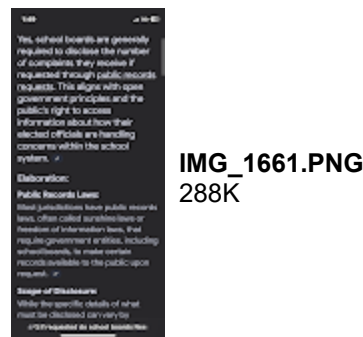
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(I've attached a quick google search below for your convenience).

Thank you
Rebecca Fitzgibbon

Sent from my iPhone

3 attachments





IMG_1663.PNG
280K

Rebecca Fitzgibbon <beccafitzgibbon@gmail.com>Wed, Jul 9, 2025 at 4:08 PM

To: Aweimer@shiningrock.org, Awilkins@shiningrock.org, bmullinux@shiningrock.org, jsims@shiningrock.org, Ldavis@shiningrock.org, rgevjan@shiningrock.org, Smesser@shiningrock.org, aadeleke@shiningrock.org, Bbuckalew@shiningrock.org

Hello Members of The SRCA
school board,

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(I've attached a quick google search below for your convenience).

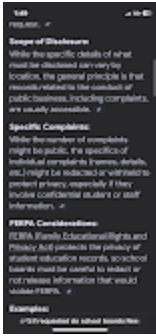
Thank you
Rebecca Fitzgibbon

Sent from my iPhone

3 attachments



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IMG_1663.PNG
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Rebecca Fitzgibbon <beccafitzgibbon@gmail.com>
To: Aweimar@shiningrock.org, Bbuckelew@shiningrock.org

Wed, Jul 9, 2025 at 4:28 PM

> Hello Members of The SRCA
> school board,
>
> I would like to please receive a concise report on the number of concerns/complaints/grievances
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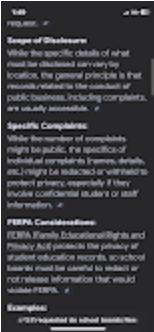
>

> Sent from my iPhone

3 attachments



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Summary of Complaints to Board Regarding HoS			
Date	Board Action	Active (Y/N)	Resolution
May 2019	Referred to board attorney for investigation	N	Closed by board with no findings
Feb 2022	After a formal grievance was filed, Board Member Frank Lay took the lead in investigating and conducted at least one interview with complaintant.	N	Grievance was dropped by complaintant
Oct 2023	After a formal grievance was filed, Board Member Frank Lay took the lead in investigating and conducted at least one interview with complaintant and multiple staff. Lay was removed from investigation by SRCA board which was completed by additional board members.	N	Closed by board with no findings



Joshua Morgan <jmorgan@shiningrock.org>

7/9/25 Public records request

1 message

Joshua Morgan <jmorgan@shiningrock.org>
To: Rebecca Fitzgibbon <beccafitzgibbon@gmail.com>
Cc: Alyson Weimar <aweimar@shiningrock.org>

Wed, Jul 23, 2025 at 11:46 AM

Mrs. Fitzgibbon,

Please see the attached for fulfillment of your public records request.

--

Joshua F. Morgan
Head of School

Shining Rock Classical Academy

2150 Russ Ave.

Waynesville, NC 28786

(828) 476-5150 [office]

jmorgan@shiningrock.org

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Fitzgibbon Request 7.9.2025 Complete.pdf
30K

Coversheet

Policies Presented for 1st Read

Section:	III. Policy Committee
Item:	A. Policies Presented for 1st Read
Purpose:	Discuss
Submitted by:	
Related Material:	2200 Conflict of Interest.pdf 2200-F Conflict of Interst Form.pdf 2300 Nepotism.pdf 6600 Employee Drug and Alcohol.pdf

CONFLICT OF INTEREST

Policy Number: **2200x**

General Provisions and Annual Conflict of Interest Statement

Shining Rock Classical Academy Directors shall avoid improper conduct arising from conflicts of interest. They shall abide by all legal requirements governing conflicts of interest, including G.S. 55A-8-31, Section 4.3 of the Shining Rock Classical Academy charter, and any state rule or policy in effect. If any provision of this policy conflicts with a specific law, that law shall preempt the conflicting part of this policy.

Duty to Disclose

If any Director has or may have a conflict of interest in a matter pending before the Board, such member shall fully disclose the nature of the conflict or potential conflict to the Board. No transaction may be approved if it constitutes self-dealing.

Annually, each member of the Shining Rock Classical Academy Board will read and sign a form (2200-F) acknowledging his or her duty to identify and adequately address any conflicts of interest.

Statutory Requirements

Board practice regarding conflicts of interest shall ultimately be governed by G.S. 55A-8-31, as amended or replaced at any time after adopting this policy. Specific statutory requirements include the following.

- a. A conflict-of-interest transaction is a transaction with the Corporation in which one of its directors has a direct or indirect interest. A conflict-of-interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:
 - 1. The material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board and the Board or committee authorized, approved, or ratified the transaction;
 - 2. The material facts of the transaction and the Director's interest were disclosed or known to the members entitled to vote, and they authorized, approved, or ratified the transaction; or
 - 3. The transaction was fair to the Corporation.
- b. A Director of the Corporation has an indirect interest in a transaction if:
 - 1. Another entity in which he has a material financial interest or in which he is a general partner is a party to the transaction; or

2. Another entity of which they are a director, officer, or trustee is a party to the transaction, and the transaction is or should be considered by the Board of Directors of the Corporation.
- c. For purposes of subdivision (a)(1) of this section, a conflict-of-interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction. Still, a transaction shall not be authorized, approved, or ratified under this section by a single Director. If a majority of the Directors with no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present to act under this section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subdivision (a)(1) of this section if the transaction is otherwise authorized, approved, or ratified as provided in that subdivision.
- d. For the purposes of subdivision (a)(2) of this section, a conflict-of-interest transaction is authorized, approved, or ratified by the members if it receives a majority of the votes entitled to be counted under this subsection. Votes cast by or voted under the control of a Director who has a direct or indirect interest in the transaction and votes cast by or voted under the control of an entity described in subdivision (b)(1) of this section shall not be counted in a vote of members to determine whether to authorize, approve, or ratify a conflict of interest transaction under subdivision (a)(2) of this section. However, the vote of these members is counted in determining whether the transaction is approved under other sections of this Chapter. A majority of the votes, whether or not present, that are entitled to be cast in a vote on the transaction under this subsection constitute a quorum for acting.
- e. The Articles of Incorporation, Bylaws, or a resolution of the Board may impose additional requirements on conflict of interest transactions.

Definitions

Interested Person: Any Director, principal officer, or committee member with Board-delegated powers with a direct or indirect financial interest, as defined below, is an interested person.

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

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

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

Conflict of Interest Procedures

- a. Duty to Disclose: In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be allowed to disclose all material facts to the Directors and members of committees with Board-delegated powers considering the proposed transaction or arrangement.
- b. Determining Whether a Conflict of Interest Exists: After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or committee meeting while the conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.
- c. Procedures for Addressing the Conflict of Interest:
 1. An interested person may present to the Board of Directors or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 2. The Chairperson of the Board of Directors, or the committee chair if a committee meeting is appropriate, shall appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 3. After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 4. If a more advantageous transaction or arrangement is not reasonably possible under the circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested members whether the transaction or arrangement is in the Corporation's best interest, for its benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall decide whether to enter the transaction or arrangement.
- d. Violations of the Conflicts of Interest Policy. If the Board of Directors or one of its committees has reasonable cause to believe a member has failed to disclose actual or foreseeable conflicts of interest, the Board shall inform the member of the basis for such belief and allow the member to respond.

CONFLICT OF INTEREST STATEMENT

Form Number: 2200-F

Annual Statement of the Board of Directors of the Shining Rock Classical Academy

As a member of the Board of Directors of the Shining Rock Classical Academy, I understand the following and state that I:

1. may NOT be an employee of a for-profit company that provides substantial services to the school for a fee.
2. have received a copy of the conflicts of interest policy,
3. have read and understand the policy,
3. have agreed to comply with the policy, and
5. Understand that Shining Rock Classical Academy is a charitable organization and that to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Board Member Name (please print): _____

Signature: _____ Date: _____

NEPOTISM

Policy Number: **2300x**

Before any immediate family member of a Board director or a school employee with supervisory authority shall be employed or engaged as an employee, independent contractor, or otherwise by the Board in any capacity, such proposed employment or engagement shall be disclosed to the Board. The Board shall determine whether to approve such employment in a duly called open-session meeting.

The term "immediate family member," as defined by G.S. 115-12.2(a), means a spouse, parent, child, brother, sister, grandparent, or grandchild, and includes the step, half, and in-law relationships.

The burden of disclosure of such relationship shall be on any applicable board member and employee with supervisory authority. If these requirements are complied with, the school may employ an immediate family member of anyone serving as a Board director or an employee with supervisory authority.

EMPLOYEE DRUG AND ALCOHOL POLICY

Policy Number: **6600x**

Improper alcohol and drug use by school employees poses a serious risk to school safety, effectiveness, and integrity. This policy addresses alcohol and drug-related expectations, requirements, and procedures.

Definitions. The following definitions apply to this policy:

1. Drug: a non-alcoholic substance ingested or otherwise applied to a person's body having a real or potential, and substantial mind- or behavior-altering effect.
2. Drug Abuse: when an employee uses a prescription drug without having a prescription or authorization by a treating licensed medical professional for such use, and where such use substantially affects or alters the employee's behavior or performance to an observable extent.
3. Controlled substance: a substance identified under state or federal law as a controlled substance and illegal when used for non-medical, non-prescribed purposes.
4. Illegal drug: any drug or controlled substance (including a prescription drug for which an employee does not have a valid prescription) that is outlawed in its use, possession, sale, or any other capacity.
5. Counterfeit Substance: any substance defined by state law, including a substance intended to represent a controlled substance or alcoholic beverage.
6. Over the counter (OTC) drug: any drug substance whose use, possession, and sale is permitted by law without a prescription.
7. Prescription drug: a substance prescribed by a licensed medical professional for individual consumption for a specific use.
8. Under the influence: a condition (1) in which an employee's mood, mind, or behavior is observably affected by alcohol or drug substance, or (2) when an employee's blood alcohol content level exceeds that allowed for drivers of commercial vehicles under state law, or (3) when an employee tests positive from drug analysis for the prior or current use of any illegal drug or any prescription or OTC drug which the employee does not report at the time of such test.

Prohibited Conduct. The following conduct, without exclusion, is prohibited:

1. The manufacture, sale, distribution, possession, or use of illegal drugs or counterfeit substances, whether on or off duty
2. Driving a vehicle during one's employment duties while under the influence
3. Use of alcohol or drugs, or abuse of prescription or OTC drugs at any time while on duty or in a way that negatively affects or is likely to negatively affect an employee's duties
4. Possession, use, or sale of illegal drugs
5. The sale or distribution of drugs, alcohol, or counterfeit substances while on duty
6. Failure to comply with any reasonable request to be tested for the appearance of being under the influence of alcohol or drugs while on duty.
7. Conviction, plea of no contest, or receipt of prayer for judgment related to any alcohol or drug-related criminal charge under state or federal law.

Employee Testing and Searches for Prohibited Drug Use. The following drug testing procedures may be used:

1. **Pre-employment testing.** Before beginning employment, SRCA will require prospective employees to undergo and pass a lawfully administered drug test as a condition of final employment.
2. **Random Employee Testing.** Employees in high safety-sensitive positions (e.g., bus or van drivers) may be subject to random drug and alcohol testing or other special requirements.
3. **Suspicion-based Employee Testing.** While on duty, any employee reasonably suspected of being under the influence of alcohol or drugs or possessing any illegal drug or counterfeit may be subject to immediate drug or alcohol testing.
4. **Suspicion-based Employee Searches.** While on duty, any employee reasonably suspected of possessing prohibited substances or other materials involving a violation of law or policy may be subject to an immediate and reasonable search of his/her person, possessions, or any school property under his/her control.

Confidentiality. Any information obtained arising from this policy shall be used solely for legitimate school and safety purposes. All employee drug and alcohol testing results shall be maintained confidentially or as otherwise required by law.

Disciplinary Sanctions. Any employee who engages in prohibited activity under this policy may be subject to disciplinary actions, including immediate dismissal.

Coversheet

Updates

Section:	VII. Transportation & Facilities Committee
Item:	A. Updates
Purpose:	FYI
Submitted by:	
Related Material:	Transportation and Facilities Board Report - July 25.pdf

2025 July 23

SRCA Transportation and Facilities Board Report

Transportation

1. No new updates

Facilities

1. Russ Ave.
 - a. Summer Maintenance
 - b. Concrete Work progressing and on schedule for completion before start of school
 - c. Gym Lines Repaint in-progress completed by next Monday
 - d. Awning work on track for install over Fall Break
 - e. Gymnasium Goals/Curtain on track for install over Fall Break
 - f. FEMA
 - i. Sidewalk Repair - Final Approval given, project out for bids
 - ii. Retention Pond - Final Mitigation from FEMA submitted to our engineer for final approval before bids are solicited.
2. Dellwood Rd.
 - a. Summer Maintenance
 - b. FEMA
 - i. Roofing Buildings A, B, C - Working with FEMA for updated and accurate pricing for roofs. If FEMA approval happens soon, possible roof install over Fall Break.

Coversheet

Lunch Program Update and Approvals

Section:	VII. Transportation & Facilities Committee
Item:	B. Lunch Program Update and Approvals
Purpose:	Vote
Submitted by:	
Related Material:	Catering contract.pdf 2025-26_agreement_charter_Shining Rock Classical Academy.pdf Shining Rock Procurement Plan Final Draft 6_30_35.pdf 5800 Student Wellness DRAFT.pdf

Request for Proposal/Contract 2150 Russ Ave. Waynesville, NC 28786	
Name of Company (Caterer)	<i>The Greek Place</i>
Person authorized to sign the Proposal/Contract	<i>Michelle Rossback</i>

The Proposals/Contracts received will be reviewed for responsiveness by members of the Shining Rock Classical Academy Proposal/Contract Evaluation Team. Please review the Proposal/Contract terms and conditions carefully. When the document is signed by the school administration it becomes the official Contract. Please feel free to call Todd Sessoms 828-736-7584 if you have any questions.

PROPOSALS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE OPENED.

Special Conditions/Required Procedures:

- Monthly menus will be submitted to Shining Rock no later than the 10th of each month, for menus proposed for the following month.
- Monthly/Daily orders will be provided to the Caterer by Shining Rock no later than 5 days prior to the first day of service.
- All food is to be delivered in a **hot holding** or **cold holding** unit that will maintain food temperature in the safe zones until served at these times:
Breakfast: 7:30 a.m. Lunch 11:00 a.m./p.m.
- Caterer completes and delivers to Shining Rock each day, the Daily Meal Production Plan or Delivery Ticket (a form required by the NCDPI). Shining Rock will provide for Caterer the form to record the amount of food prepared and delivered each day.
- Caterer will provide all nutrition information needed for the required nutrient analysis upon request.

In compliance with this Proposal/Contract, and subject to all conditions required herein, the undersigned offers and agrees to furnish and deliver, any or all items upon which prices are proposed, at the prices set correlating to each item, within the time specified.

By responding to this Proposal/Contract, the Caterer certifies that the Proposal is made without prior arrangements, agreements, or connection with any firm, corporation, or person submitting a Proposal for the same items, and is in all respects fair and without collusion or fraud. The Caterer also certifies no one connected to this company has had any connection with the development or drafting of this Proposal/Contract. Under penalty of perjury, the undersigned Caterer certifies that this Proposal/Contract has not been arrived at collusively or otherwise in violation of Federal or State (North Carolina) laws or regulations.

By signing this Proposal/Contract Certification, the individual assures that the Caterer has read and understands all the General Terms and Conditions in this RFP/Contract and agrees to be bound by them and is authorized to submit Proposals on behalf of the Caterer.

The award shall be made to the qualified responsive and responsible Caterer whose proposal is most responsive to this solicitation. A responsible Caterer is one whose financial, technical and other resources indicate an ability to perform the services established by the SFA and required by this

solicitation and whose responses best meet the criteria contained throughout the RFP. The award may be made to other than the lowest monetary proposal. If the Caterer receives a discount, rebate, allowance, or incentive from any supplier, the Caterer must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA.

The Shining Rock reserves the right to reject any, and all Proposals and to cancel this solicitation if it is in the best interest of the SFA. Shining Rock shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Caterer's response to this solicitation.

No indebtedness of any kind incurred or created by Shining Rock shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

If any or all parts of the Caterer's Proposal are accepted by Shining Rock, an authorized representative of Shining Rock shall affix their signature hereto and collectively this RFP and any attachments or certifications shall become the Contract and shall represent the entire agreement between the Shining Rock and the Caterer.

Shining Rock Classical Academy

Request for Proposal (RFP) and Catering Services Contract for the

Federally-Assisted School Nutrition Programs

I. PURPOSE AND AUTHORITY

This Contract, dated _____, between Shining Rock, hereinafter referred to as the SFA, and {Insert Name of the Service Provider}, hereinafter referred to as the Caterer, authorizes the Caterer to provide meals to the SFA, in accordance with applicable regulations for the Federally-assisted USDA School Nutrition Program(s) referred to below, for the period, not to exceed one year, from _____ through _____.

The Contract may be renewed on an annual basis for a four-year period from the date the first Contract was signed. ***If renewed for additional years, a contract amendment will be mutually agreed upon by both parties and approved, prior to signature of both parties, by the NC Department of Public Instruction's Office of School Nutrition Consultant.***

The Caterer will provide meals to the following school location(s):

Dellwood and Russ Campus

Federal Regulations for USDA School Nutrition Programs

National School Lunch Program: 7 CFR 210

School Breakfast Program: 7 CFR 220

Special Milk Program: 7 CFR 215

Procurement Regulations 7 CFR 210.16, 7 CFR 210.21, 2 CFR 200.318-326

II. MEALS

A. The Caterer will provide the following types of meals:

(Indicate breakfasts, lunches, snacks, suppers, milk. If more than one site, indicate any differences between sites.)

Lunch and Milk to both sites

Breakfast to both sites

B. The Caterer will also provide:

(Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)

condiments, eating utensils, paper items, extra milk, and transportation containers to both sites

C. The Caterer will provide meals that meet USDA meal pattern requirements, in accordance with meal patterns in program regulations and attached as *Attachment A (lunch)* and *Attachment C (breakfast)* to this Contract, for the following Federally-assisted School Nutrition program(s):

(Indicate which USDA programs will provide reimbursements for catered meals – National School Lunch Program, School Breakfast Program, Afterschool Snack Program, Special Milk Program). If more than one site, indicate any differences between sites.) The Caterer agrees to use the USDA Food Buying Guide, CN Labels, manufacturer's specifications, or Product Formulation Statements to determine that adequate amounts of foods are provided to meet the serving sizes required by the meal pattern:

National School Lunch Program

Special Milk Program

For both sites

The SFA has provided at least four weeks of menus for the Caterer *that indicates specific foods/portions* that are to be included in each meal or snack. The Caterer has agreed to provide the foods shown on the menus, in the required portion size. The menu is attached as *Attachment B (lunch)* and *Attachment D (breakfast)* to this Contract and will become part of the Contract. **Any change in the menu, including any substitution of one food for another similar food, must be approved, in writing and in advance, by the SFA.**

The meal pattern for the National School Lunch Program is attached as *Attachment A (lunch)* and *Attachment C (breakfast)* to this Contract. If the Caterer will provide meals or snacks that will be claimed through any other School Nutrition Programs, the applicable meal patterns have been attached to this Contract.

D. The Caterer will prepare meals for the school in the following manner:

(Describe whether Caterer will serve meals, or provide unitized meals, or provide bulk quantities accompanied by written instructions regarding the planned portion size to be served of each food component needed to meet meal pattern requirements. If more than one site, indicate any differences between sites.)

Caterer will serve meals

E. If applicable, the Caterer will utilize any USDA Foods made available by the SFA to the maximum extent possible and solely for providing benefits for the school's School Nutrition Program.

III. ORDERING AND DELIVERY

A. The SFA will notify the Caterer 5 days in advance of the number of meals needed, as described:

(Indicate deadline(s) for School to send meal orders, such as by a set time on the previous day or the same day of the meal service, and how notice will be provided, by telephone or in person. Also indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites.)

Fridgy prior by 2pm. Additional or decreasing number chesd
24 hours advance by text message.

B. The Caterer will deliver meals as described:

(For each site and meal service, indicate time(s) that each meal will be delivered, or time(s) that the School will pick up meals at Caterer's site. If more than one site, indicate any differences between sites.)

Meals will be delivered to both sites by 10:45am

Breakfast by 7:30 am

C. Responsibility for transport containers will be as described:

(Indicate whether the Caterer or School will be responsible for cleaning transport containers and, if applicable, schedule for Caterer to pick up or School to return transport containers. If more than one site, indicate any differences between sites.)

Caterer will be responsible for cleaning of all equipments and containers used

IV. MEAL PRICES AND BILLING

A. The SFA will pay the following prices for meals:

TO BE COMPLETED BY CATERER: *Caterer must indicate price for each meal type (breakfast, lunch, snack, adult) provided by the Caterer. If applicable, indicate charges for extra milk, adult meals, or other. If more than one site, indicate any differences between sites.) (Note: if adult meals will be provided by the Caterer, these meals must be invoiced separately from those meals/snacks prepared for children/students.)*

Breakfast including milk \$3.79
 Lunch whether it's hot, salad, or pizza day including milk \$4.79
 Adult lunches without milk \$5.29 with milk \$5.79
 Extra milk \$.49

B. The Caterer will invoice the SFA as described:

TO BE COMPLETED BY CATERER: *Caterer must indicate whether Caterer will bill on weekly, bi-weekly, or monthly basis and when payment is due.)*

Monthly bill, payment received within 14 days

V. ADDITIONAL PROVISIONS MUTUALLY AGREED UPON BY THE SCHOOL FOOD AUTHORITY AND THE CATERER

The SFA is responsible for producing a nutrient analysis of meals offered to students, using USDA-approved nutrient analysis software, annually and during reviews conducted by the State Agency. The SFA may wish to negotiate with the Caterer to provide the nutrient analyses, including the Meal Component and Quantity Worksheets. Planned menus for breakfast and lunch must include all required components and meet specified calorie ranges, targets for sodium and saturated fat, and must exclude all Trans-fat.

Please select one:

- ☒ Caterer will provide the nutrient analysis and Meal Component and Quantity Worksheets.
☐ Caterer will not provide the nutrient analysis and Meal Component and Quantity Worksheets.

Other special provisions:

VI. SCHOOL FOOD AUTHORITY CONTROL OF THE SCHOOL NUTRITION PROGRAM

The School Food Authority (SFA) will maintain its responsibilities for administration of the food service, in accordance with regulations and policies for the Federally-assisted School Nutrition Program(s). The SFA will

- A. Retain control of the quality, extent, and general nature of the School Nutrition Program, including counting and claiming meals, and ordering and accounting for USDA Foods.
- B. Ensure that the School Nutrition Program conforms to the School's Agreement with the NC Department of Public Instruction/State Board of Education to participate in the Federally-assisted School Nutrition Programs.
- C. Retain control of the nonprofit School Nutrition Program account and overall financial responsibility for the nonprofit School Nutrition Program.
- D. Retain signature authority on the School Nutrition Program agreement. Retain signature authority for the annual School Nutrition Program application and monthly claims by electronically submitting required information to the NC Department of Public Instruction/State Board of Education.
- E. Retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit School Nutrition Program account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
- F. Retain title to USDA Foods and ensure that all USDA Foods made available to the Caterer accrue only to the benefit of the SFA's nonprofit School Nutrition Program.
- G. Review, approve or deny, certify, and verify applications for free and reduced-price school meals in accordance with 7 CFR 245. Provide hearings related to eligibility determinations in accordance with 7 CFR 245.7. Provide hearings related to adverse actions resulting from verification in accordance with 7 CFR 245.6a (e).
- H. Prepare all catering Contract documents.
- I. Ensure the Caterer maintains all applicable health certifications and assure all State and local health regulations are being met by Caterer if preparing or serving meals at a school or other facility. The SFA will also maintain all applicable health certifications required to serve catered meals to students.
- J. Monitor catered meals to ensure the preparation and service of food conform with program regulations.
- K. Protect the confidentiality of all proprietary records (including standardized recipes) and ensure such records are not shared with any party outside of the regulatory agencies and agents of these agencies as stipulated in this Contract.
- L. Comply with Federal regulations for accommodating students with special dietary needs and will provide specific meal preparation instructions to the Caterer to ensure reimbursable meals are prepared that meet the child's specific dietary restrictions.

VII. HEALTH AND SANITATION

Non-permitted food establishments cannot prepare food on site. A Food Establishment Permit is required when open or unpackaged food is prepared on site or served by anyone other than food employees of the contracted food establishment providing the catering services.

- A. The SFA and the Caterer agree that Federal, State and local health and sanitation requirements will be met at all times. The Caterer will obtain and maintain all Federal, State and local health certifications and regulations that apply to school facilities and any other facilities in which meals are prepared or packaged. The Caterer will maintain applicable health certifications for any facilities outside the school in which meals are prepared. All food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.
- B. The Caterer shall furnish to the SFA a copy of the current health certification issued by the Department of Environmental Health which shall be included with the Contract and any amendments or renewals. If Time as a Public Health Control (TPHC) procedure is used as a food safety practice, a current copy is to be provided to the SFA.

The Caterer agrees to maintain a minimum of an "A" Health Inspection Grade throughout the Contract. In the event the Catering facility receives a rating of less than an "A" Health Inspection Grade, the Caterer agrees to contact the SFA immediately and take immediate corrective action to return the rating to an "A". If the "A" Health Inspection Grade is not restored within thirty days, the SFA may cancel the Contract and enter an emergency Contract with another Caterer.

- C. All food must arrive at the school site at the temperature safe for consumption as required by the North Carolina Food Code. All hot food must arrive at temperatures 135 degrees Fahrenheit (135°F) or higher and all cold foods at temperatures of 41 degrees Fahrenheit (41°F) or below. All food temperatures shall be verified and documented upon delivery by the SFA. Any food not meeting the required temperatures can be rejected. All food will arrive free of contamination and in sanitary temperature-gauged containers. Food items or whole meals must be placed in hot or cold holding units that are under proper holding temperatures at the school to maintain proper temperatures unless a written TPHC procedure is followed.
- D. The SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery. Meals must be prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations. The Caterer is responsible for the quality and wholesomeness of meals up to and including delivery to the SFA. The SFA, the NC Department of Public Instruction, and the US Department of Agriculture reserve the right to inspect the Caterer's preparation and storage facilities and transporting vehicles, without notice any time.
- E. The Caterer will collaborate with the SFA to develop approved Hazard Analysis and Critical Control Point (HACCP) procedures using the NCDPI provided templates (or approved equivalent) to assure that safe meals are served to students.

VIII. RECORDKEEPING

- A. The Caterer agrees to maintain full and accurate records, which the SFA must keep to meet its accountability records for claiming Federal meal reimbursement funds. Required records include:
 - 1) standardized recipes, Nutrition facts labels, ingredient lists, and/or manufacturer's specification

sheets or Product Formulation Statements for each product; 2) daily production records using the NCDPI prototype form unless prior approval has been granted for alternate form(s); or a daily delivery ticket (if the SFA elects to complete the production record) which includes daily quantities of food prepared, by type of meal; and daily number of meals furnished, by type of meal.

- B. The Caterer shall submit at the end of each month, copies of the month's menus, production records or delivery tickets for menus served, and numbers of meals furnished to the SFA.
- C. The Caterer agrees that an SFA-approved catered meal delivery ticket or production record must accompany the meals to the site(s) each day so that they may be used to document time and temperature of meals upon arrival at the site(s). The Delivery Ticket and/or Production Record shall also be used to determine whether the Caterer provides a sufficient quantity of food to meet the minimum meal component requirements to ensure reimbursable meals. This daily practice will enable the SFA to document leftover amounts and disposition of foods at the end of the meal service.
- D. The Caterer agrees that all records (including, but not limited to, those records listed in Item A above) pertaining to the Caterer's preparation, delivery and service of meals and snacks for the SFA's School Nutrition Program will be made available to the SFA upon request and agrees to retain all records for inspection and audit by representatives of the School, the NC Department of Public Instruction/State Board of Education, U.S. Department of Agriculture, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the Contract or any subsequent renewals, except that in circumstances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the audit.
- E. The Caterer agrees **to provide a copy of a current license to do business** in North Carolina for the food service facility in which it prepares meals for the National School Lunch Program/School Breakfast Program (NSLP/SBP). This copy shall be attached to the Contract.
- F. The Caterer also agrees to undergo at least two, preferably more, food safety inspections each year; the Caterer will provide the food safety inspection report to the SFA and to the NC Department of Public Instruction upon request. The SFA reserves the right to inspect the catering food preparation, transportation, and storage facilities at any time during the course of the Contract, including prior to the award of the Contract.

IX. ADDITIONAL CATERER RESPONSIBILITIES

The Caterer agrees to the following, as required by USDA regulations for operating the Federally-Assisted School Nutrition Programs. The Caterer will

- A. Provide on-site access to all records and food storage, preparation and service areas of the Caterer's operations facility to the SFA and the State Agency (NC Department of Public Instruction) upon request and as deemed necessary and appropriate at any time during the Contract period to monitor safe food-handling procedures, food production, food quality and other parameters incumbent in purchasing, storing, preparing, transporting and serving meals in conjunction with the SFA's School Nutrition Program

- B. Not offer a la carte food service unless free, reduced price and full price reimbursable meals are offered to all eligible children.
- C. Abide by the Buy American provision which requires SFAs to purchase, to the maximum extent practicable, domestic commodities or products for use in their School Nutrition Programs. Domestic products are those that are produced in the United States and a food product that is processed in the United States substantially (51 percent or more) from American products. Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. All food and beverages for use in the SFA's School Nutrition Program must be purchased from approved sources. All non-domestic foods used in the preparation and service of meals to students shall be approved, in writing, by the School Nutrition Administrator of the SFA. Any non-domestic food product used in the SFA's School Nutrition Program must be documented to the satisfaction of the School Nutrition Director and the use of all non-domestic foods must receive prior written approval from the School Nutrition Director.
- D. Comply with the following as applicable. The following are incorporated into the Contract by reference:
 1. For Contracts in excess of \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5);
 2. For Contracts in excess of \$10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);
 3. For Contracts in excess of \$100,000: All applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Caterer shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).
 4. The Caterer acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. Therefore, the Caterer shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on school property or at school events. The Caterer shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Caterer shall not assign any employee or agent to provide services pursuant to this Contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony;

(3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. School officials reserve the right to prohibit any individual employee of Caterer from providing services on school property if school officials determine, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

5. Abide with Iran Divestment Act as established by the NC General Assembly.

X. CANCELLATION

This Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract include, but are not limited to:

- (1) the Caterer's failure to adhere to any of the provisions of this Contract;
- (2) the Caterer's delivery of any product(s) that fails to meet the specifications included in this Contract;
- (3) the Caterer's delivery of any substitution(s) of product(s) different than those agreed upon by the SFA and the Caterer prior to any substitution;
- (4) the Caterer's failure to meet the required delivery schedules as identified in the Contract;
- (5) the Caterer's failure to maintain an "A" Sanitation Grade; and
- (6) the Caterer's violation of any other provision contained within the Contract.

In the event of the Caterer's breach of any provision in this Contract, the SFA reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the SFA, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the Caterer for any increased costs to the SFA, and the Caterer agrees, by signing this Contract, to promptly pay any such charges invoiced.

XI. CATERER CERTIFICATION STATEMENTS

- A. If the Contract is for more than \$25,000, Caterer has completed and attached a signed copy of the "Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" form.
- B. If the Contract is for more than \$100,000, Caterer has completed and attached the "Certification Regarding Lobbying" form and, if applicable as described on the "Certification Regarding Lobbying" form, the "Disclosure of Lobbying Activities" form.
- C. The Caterer's signature on this Contract indicates there is no conflict of interest associated with the award of this Contract. No one employed by the SFA is related to or has any other personal or professional relationship with the Caterer and/or his/her family.

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- C. The Caterer's signature on this Contract indicates there is no conflict of interest associated with the award of this Contract. No one employed by the SFA is related to or has any other personal or professional relationship with the Caterer and/or his/her family.

Please insert the approximate number of meals you are requesting the Caterer provide each day:

Approximate enrollment:	620 (ADM)
Approximate volume for lunch:	150 to 200 students daily
Approximate volume for breakfast:	200 to 300 students daily

(These numbers are estimates only and do not guarantee that number will be ordered.)

Attachment A

Lunch Meal Pattern
Amount of Food per Week (Minimum per Day) for Lunch

Meal Pattern	Grades K-5	Grades 6-8 or K-8	Grades 9 – 12
Fruit (cups)	2 ½ cups (1/2 cup minimum per day)	2 ½ cups (1/2 cup minimum per day)	5 cups (1 cup minimum per day)
Vegetables (cups)	3 ¾ cups (3/4 cup minimum per day)	3 ¾ cups (3/4 cup minimum per day)	5 cups (1 cup minimum per day)
Dark Green	½ cup	½ cup	½ cup
Red/Orange	¾ cup	¾ cup	1 ¼ cups
Legumes	½ cup	½ cup	½ cup
Starchy Vegetables	½ cup	½ cup	½ cup
Other Vegetables	½ cup	½ cup	¾ cup
Additional Vegetables to Reach Total	1 cup	1 cup	1 ½ cups
Grains (oz. equivalent)	8 oz eq minimum per week (1 oz eq minimum per day)	8 oz eq minimum per week (1 oz eq minimum per day)	10 oz eq minimum per week (2 oz eq minimum per day)
Meats/Meat Alternates (oz. equivalent)	8 oz eq minimum per week (1 oz eq minimum per day)	9 oz eq minimum per week (1 oz eq minimum per day)	10 oz eq minimum per week (2 oz eq minimum per day)
Fluid Milk (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)

1. All five meal components (fruits, vegetables, grains, meat/meat alternate and milk) must be offered at lunch.
2. A daily serving of fruit is required. Fruits may be fresh, frozen, canned in water/ juice/light syrup or dried. One quarter-cup of dried fruit counts as ½ cup of fruit. No more than half of the fruit offerings may be in the form of fruit juice. All juice must be 100% full strength juice. One-eighth cup of fruit is the minimum creditable amount. Fresh fruits should be offered at least 2-3 times per week.
3. Vegetable sub-groups must be offered weekly in the amount specified in the chart above. One cup of leafy greens counts as ½ cup of vegetables. No more than half of the vegetable offerings

may be in the form of vegetable juice. All juice must be 100% full strength juice. One eighth cup of vegetables is the minimum creditable amount. "Additional Vegetables" may be added from any of the subgroups to meet the total weekly required servings.

4. Eighty percent (80) of the weekly grains offered must be whole grain rich. Grains include, but are not limited to, breads, rolls, buns, rice, pasta, crackers, tortillas, and breadings on entrees.
5. Fluid milk must be low-fat (1% milk fat or less) or fat-free (unflavored or flavored). At least two types of milk must be offered at each meal. Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service. Milk must be pasteurized fluid milk that meets State standards.
6. Lunch must be priced as a unit in order to be claimed for reimbursement.
7. The Offer vs Serve (OVS) provision at Lunch is required for high schools but is optional for elementary and middle schools. Under OVS at lunch, students may decline up to 2 of the 5 components offered but are required to select a minimum of ½ cup serving of fruit or vegetable to be a reimbursable meal. The Caterer must offer the full component amounts to meet the meal pattern for each grade group. Without OVS, students must select full planned servings of all 5 components.
8. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of the food offered and pay for them at the a la Carte (Supplemental Sales) price schedule established by the SFA. A la Carte items will comply with applicable Federal and State regulations, including Smart Snacks nutrition standards.
9. If a school population includes more than one grade grouping, menus must be planned for each grade group. There is an optional lunch meal pattern for grades K-8 that is available upon request. The SFA and the Caterer must agree upon and identify the specific meal patterns that will be used for meal planning. Menus should be planned to meet student and local geographic food preferences as much as possible within the requirements of the meal patterns. Caterers must provide written notification to the SFA before making substitutions to the planned menu.
10. Nutrition analyses, using USDA approved software, will document that all program meals are planned and served to meet the meal pattern requirements and dietary specifications for the duration of the Contract. The Contract will specify either the Caterer or the SFA will be responsible for completing the nutrient analysis and the Meal Component and Quantity Worksheets.
11. Water must be available to students at no charge in the area where lunch meals are served and during the lunch period.

Attachment B

The following lunch menu is an example only, to be replaced with a Menu that is to be developed by the school's nutrition committee.

NOTE: All Caterers must make their proposal based on the same menu AND must indicate the portion/serving size beside of each item AND indicate the component contribution beside each item, using the following key:

M/MA – meat/meat alternative; **V** – vegetable; **F** – fruit; **G** – bread/grain; **M** – milk.

*Refer to the Lunch meal pattern chart above for components and serving sizes required for each specific grade group. An additional daily fruit choice may be added for grades 9-12

This lunch menu **MUST** be served as written until the SFA approves any changes in writing and must include the specific component contribution and portion size.

1 Chicken Filet Sandwich on a Whole Wheat Bun Mixed Vegetables Seasoned Broccoli Chilled Mixed Fruit Low fat or skim milk	2 Cheeseburger on a Whole Wheat Bun Baked French Fries Baby Carrots/Dressing Pineapple Tidbits Low fat or skim milk	3 Baked Beefaroni with Cheese & Whole Wheat Dinner Roll Romaine Garden Salad with Diced Tomatoes Normandy Blend Veg Apple Quick Crisp Low fat or skim milk	4 Taco Supreme w/ Lettuce, Tomato, Shredded Cheese Glazed Carrots Mexican Pinto Beans Fresh Apple Low fat or skim milk	5 Tuna Salad on Lettuce & Crackers Seasoned Collard Greens Peas & Carrots Fresh Orange Wedges Low fat or skim milk
8 Meatball Sub Sandwich Golden Corn California Mix Veg Chilled Tropical Fruit Low fat or skim milk	9 Baked Chicken with Wheat Roll Turnip Greens Sweet Potato Souffle Cinnamon Apples Low fat or skim milk	10 Turkey and Cheese Sandwich Seasoned Green Beans Cauliflower/Cheese Sauce Chilled Peaches Low fat or skim milk	11 Hot Dog on a Whole Wheat Bun Bkd Sweet Potato Fries Baked Beans Fresh Banana Low fat or skim milk	12 Baked Chicken Tenders & WW roll Garden Salad w Grape Tomatoes & Dressing Blackeyed Peas/Snaps Chilled Mixed Fruit Low fat or skim milk

15 Cheeseburger on a Whole Wheat Bun Oven Potato Wedges Cucumber/Tomato Salad Applesauce Low fat or skim milk	16 Ham and Cheese Hoagie Seasoned Spinach Golden Corn Chilled Pears Low fat or skim milk	17 Cheese Quesadillas Brown Rice Glazed Carrots Pinto Beans Chilled Pineapple Low fat or skim milk	18 Baked Spaghetti Seasoned Broccoli Lima Beans Peach Quick Crisp Low fat or skim milk	19 Sloppy Joe on a Whole Wheat Bun Garden Salad w/Dressing Seasoned Green Beans Fresh Orange Wedges Low fat or skim milk
22 Chicken Sandwich on a Whole Wheat Bun Baby Carrots/Dressing Mixed Vegetables Chilled Pears Low fat or skim milk	23 Hot Dog on a Whole Wheat Bun Baked French Fries Baked Beans Cherry Crisp Low fat or skim milk	24 Macaroni & Cheese & Whole Wheat Roll Seasoned Peas & Carrots Seasoned Turnip Greens Fresh Apple Low fat or skim milk	25 Baked Corn Dog (WG) Fiesta Brown Rice Black Beans/Corn Crispy Coleslaw Chilled Applesauce Low fat or skim milk	26 Baked Chicken Nuggets with Whole Grain Roll Baked Sweet Potato Fries Garden Salad/Dressing Fresh Banana Low fat or skim milk

Contract Certification

SIGNATURES

On Behalf of the School Food Authority (SFA):

School Food Authority (Name of School)

SFA Number

Responsible Authority Printed Name
(Note: Must be member of the Governing Board)

Title

Responsible Authority Signature

Phone Number

Date

On-site Contact Person Name

Phone Number

On Behalf of the Catering Company Submitting the Proposal:

The Greek Place, Inc
Catering Company (Insert legal name of company)

2549 Soco Rd Maggie Valley NC 28751
Catering Company Address

Michelle Rossback
Responsible Authority Printed Name

Owner
Title

(Note: Must be authorized to commit the resources and assume legal responsibility on behalf of the Company.)

[Signature]
Responsible Authority Signature

(828) 230 6140
Phone Number

7/10/2025
Date

Michelle Rossback
On-site Contact Person Name

(828) 230 6140
Phone Number

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for the purchase of Meals for the students of Shining Rock Classical Academy that fall within Federal regulations and State statutes that will be provided at an economical price for the SFA.

The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term "Contract," as used in this document, means the comprehensive collection of:

- (1) this General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Item Specifications included in the RFP and any subsequent addenda thereto, the Caterer's signed Proposal Certification, which must be completed, signed by an authorized representative of the Caterer and returned with the Caterer's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFP,
- (3) the Caterer's response to the RFP,
- (4) the Caterer's Notice of Award document, and
- (5) any additional terms, conditions, or instructions issued by the SFA.

Collectively, these documents represent the entire agreement between the parties.

B. Contract Time Period

The time period for purchases covered by a Contract resulting from an award under this RFP is stated in the Proposal Certification. The SFA reserves the right to award the Contract to a Caterer for a longer initial term period than the time period stated in the Proposal Certification if it is determined to be in the best interest of the SFA. Unless otherwise indicated in these General Terms and Conditions, all pricing will be firm throughout the entire contract period.

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period in accordance with the General terms and Conditions document entitled "Extension Clause."

The transfer, assignment, or subcontracting of contracts is prohibited, and the Caterer agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of the SFA.

C. Addendum

In the event any changes to this RFP occur subsequent to the mailing or other delivery of the original RFP, the changes or corrections to this Proposal request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFP or any previous addendum. Each addendum will be mailed to all entities that are known to have received a copy of this RFP. The SFA is the sole authority for the issuance of any addendum

related to this RFP. Any communications from any person or entity other than the SFA regarding any matters related to this proposal are invalid and will have no influence on this RFP.

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any proposal response.

D. Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or product number references.

In most cases, proposals on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as "approved brands" especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or products are identified, it is preferable for the Caterer to propose the exact item specified, in addition to an alternate brand or model where desired.

All proposals must identify the manufacturer, brand, portion size, etc. of the product being offered. **"Pre-Approved Equal"** Brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than any "approved brand" specified, the Caterer must supply a complete description and sufficient data for the SFA to properly analyze the product being compared. Samples may be requested for items other than "approved brands". These "Pre-Approved Equal" brands must be approved by the SFA **before** the proposal opening. The SFA reserves the right to reject any brand submitted if the SFA does not have sufficient information or time to conduct taste-testing in order to deem the product as a "Pre-approved Equal."

If the Caterer fails to identify the manufacturer, brand, portion size, etc. for any item included in the proposal, the SFA will assume the Caterer is proposing **the exact brand/product and portion size identified in the specification**, and if awarded, the Caterer will be required to furnish the **exact brand names, portion sizes, etc. as specified. Substitutions will not be allowed.**

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best communication practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

*If you discover or suspect error in the item specifications in this RFP, please note it as part of your proposal response.

General Specification Provisions:

1. Quantities

Quantities reflected in this RFP are estimates based on the combined projected needs for the SFA during the contract period. Quantities are the best estimate of anticipated needs available at

the time of publication of this RFP, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

2. Packaging

Unless otherwise provided for in this RFP, all products supplied under any Contract resulting from this RFP must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under Contract resulting from this RFP for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

3. Pricing

All "Line Item" proposals must be for a specific price for the unit of measure specified for that item. The Caterer is responsible for clearly noting any differences in proposed packaging and/or units of measure in the proposal response, and the Caterer shall understand that if the item in question is awarded to the Caterer, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire proposal.

"Discount from Catalog" RFPs require a single discount percentage to be applied to all items in the Caterer's published catalog, which must be supplied with the proposal response.

"Cost Plus" proposals will not be accepted unless otherwise requested in this RFP.

Proposed prices must be firm for acceptance for at least 90 days from the proposal opening date, unless otherwise specified in this RFP or in the Caterer's response.

If during the term of the Contract, a successful Caterer's net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this RFP are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to the SFA.

4. Delivery and Transportation

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 7:30 A.M. and 2 P.M. Monday through Friday, except holidays.

Unless otherwise noted in this RFP or in the Purchase Order, the Caterer must deliver products awarded under this RFP within ten (10) working days after receipt of a Purchase Order. The Caterer must immediately notify the SFA, by telephone or other means agreed upon by the parties, if any delays occur. The SFA will have the option to cancel the order if unable to accept the delay. At the discretion of the SFA, items received after the due date, for which the SFA has

not been notified regarding the delay, may be returned at the Caterer's expense with no penalty to the SFA.

Repeated failure to meet delivery dates will constitute a breach of Contract by the Caterer, and may result in the initiation of actions covered in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract", and "Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the SFA.

All freight, delivery, and handling charges are the responsibility of the Caterer, and all proposal prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required.

Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the Caterer is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this RFP, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the Caterer uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this RFP, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

When the needs of the SFA require immediate response, the right to pick up products awarded under this RFP on an "over the counter" basis must be available for the majority of the items awarded to a Caterer. Under such circumstances, the SFA's personnel may pick up products at the Caterer's warehouse location at the agreed-upon price with no minimum purchase required.

Except for items that have hidden defects or that do not meet specification, title to all products shall pass to the SFA upon receipt and acceptance at the time of delivery.

5. Quality

Unless otherwise indicated in the RFP, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the SFA will not accept "factory seconds" or otherwise inferior goods, and reserves the right to return any such item(s) within (30) days of receipt at Caterer's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the Caterer will provide additional Materials Safety Data Sheets to the SFA upon request. Providing a web site access location to MSDS information is an acceptable alternative.

6. Product Inspection, Testing, and Defective Items

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the SFA. Tests may be performed on any samples submitted as part of the proposal or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the proposal item specifications or the General Terms and Conditions of the RFP, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the Caterer, the defective product(s) will be picked up and replaced by the Caterer. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a Caterer will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized. All products in the SFA's warehouse at the time of any such cancellation must be picked up and credit issued to the SFA. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The SFA shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

7. Samples

If samples are needed for proposal evaluation, they will be requested as part of the RFP or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request.

Samples must be furnished free of expense to the SFA. Samples must be labeled with the SFA Proposal Name, Item Number, Product Identification number(s), and the name of the Caterer. Do not include samples with the proposal response unless otherwise instructed in the RFP.

All samples will be retained by the SFA for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination of testing, samples will be returned to the Caterer at the Caterer's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful Caterer may be retained permanently by the SFA for the purpose of determining the quality of the delivered items are comparable to the samples. The SFA shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any Caterer to submit samples when requested will result in the items in question not being considered for award to that Caterer.

8. Warranties

By submission of a proposal, the Caterer warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this RFP will be free from all defects in material, and title.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFP. This warranty shall provide for replacement of defective merchandise from the SFA location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

E. Certification

1. Buy American provision

SFAs participating in the National School Lunch and School Breakfast programs in the contiguous United States are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define "domestic products" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

2. Contracts Exceeding Simplified Acquisition Threshold

For contracts for more than the simplified acquisition threshold currently set at 90,000 for the State of North Carolina, (or less depending upon local policy – replace the \$90,000 with the actual amount approved locally).

3. Davis-Bacon Act

The selected caterer shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

4. Rights to Inventions

The caterer shall comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection F, *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Procurement of Recovered Materials.

In the performance of this contract, the Caterer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a time-frame providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

F. Proposal Evaluation and Award

All proposals received in response to this RFP which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled

“Proposal Preparation and Submission Procedures” will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal request.

The SFA reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposals in their entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items included in the proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by the SFA. In evaluating the proposals received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the Caterer and of the Caterer's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the Caterer's location, service, and delivery capabilities; (5) the Caterer's past performance with the SFA; (6) student preferences; (7) the warranties offered and the Caterer's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA to comply with any applicable laws or rules; (10) the total long-term cost to the SFA to acquire the Caterer's goods and/or services; (11) packaging of the products and in some cases preference is given to a Caterer who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a Caterer.

It is understood that the SFA may use all means at their collective disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/of services offered to fit the needs of the SFA, will be made by the School Nutrition Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee.

Unless otherwise indicated in this RFP, “all or nothing” proposals are not acceptable and will be rejected. The Caterer must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share the business with any other successful Caterers.

The successful Caterer(s) will be notified by “Notice(s) of Award” issued by the SFA.

The SFA reserves the right to require a performance bond as it is deemed necessary.

G. Substitutions

The SFA will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the SFA, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the SFA will constitute a breach of contract by the Caterer which may result in the initiation of actions covered in this General terms and Conditions document entitled “Remedies for Non-Performance of Contract, and Contract Termination” and the associated financial impacts attached thereto, and may jeopardize any future business from the SFA.

H. Deviations from Item Specification or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the Caterer at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the Caterer's response will hold the Caterer accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the Caterer at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the Caterer to the remedies identified in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

I. Contract and Purchase Order Requirements

A response to this RFP is an offer to contract with the SFA based upon the Item Specifications and the General Terms and Conditions contained in the RFP. Offers do not become Contracts unless and until they are both accepted by the SFA through an Award Notice to the Caterer, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SFA.

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the RFP and any subsequent addenda thereto, (2) the Caterer's signed Proposal Certification and any subsequent addenda thereto, (3) the Caterer's entire response to the RFP, (4) the Caterer's Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All binding agreements should be submitted as part of the proposal packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

J. Invoices, Packing Lists, and Payment Conditions

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the Caterer, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the Caterer, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the SFA.

The SFA will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

Notwithstanding the above, the payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each Invoice should include the Caterer's normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice from the Caterer, including the necessary information indicated above.

At the option of the SFA, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the SFA, invoices may be corrected upon receipt and payment may be made based upon their corrections.

K. Record Retention Requirements

By signing this proposal, the Caterer understands that the SFA, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Caterer which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the Caterer must provide all documents as necessary for the independent auditor to conduct the SFA's single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA; School Nutrition funds may not be used for this purpose.

The Caterer must retain pertinent records identified by source, type, and category of beverages for a minimum of three years after the SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

L. Remedies for Non-Performance of Contract, and Termination of Contract

If the Caterer cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the Caterer must supply the same products or services contracted from other sources at the contract price. The Caterer's delay in the above will constitute the Caterer's material breach of contract, whereupon the SFA may terminate the Caterer's contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Proposal Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Proposal Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the SFA may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the Caterer's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP,
- (2) the Caterer delivering any product(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s),
- (3) the Caterer delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA,
- (4) the Caterer's failure to meet the required delivery schedules as identified in
- (5) the contract documents, or
- (6) the Caterer's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

In the event of the selected caterer's nonperformance under this Awarded Contract and/or the violation or breach of the Awarded Contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the selected caterer and shall have the right to seek all sanctions and penalties as may be appropriate. [2 CFR 200 Appendix II(A)]

Notwithstanding anything contained in this section, in the event of the Caterer's breach of any provision in this contract, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the Caterer for any increased costs to the SFA, and the Caterer agrees, by submission of a proposal response, to promptly pay any such charges invoiced.

In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the contract, the SFA reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible Caterer as it deems such award to be in the best interest of the SFA.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposal from the defaulting Caterer.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

M. Force Majeure Consideration

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Caterer's industry equally and are not actions taken solely against the Caterer; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be executed for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The SFA will not be responsible for any costs incurred by the Caterer because of the Force Majeure event unless the SFA has requested, in writing, that the Caterer incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the SFA has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the Caterer's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the SFA shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the SFA's rights as provided elsewhere in this contract.

N. Venue

This agreement will be construed and governed according to the laws of the State of North Carolina. Both parties agree that venue for any litigation arising from this contract shall lie in Wayne County, North Carolina.

O. Waiver

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

P. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give a written assurance of intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Q. Extension Clause

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract. If the Caterer and the SFA mutually agree, any escalation or de-escalation in cost will be based on the March Annual National Consumer Price Index, *Cost of Food Away from Home* adjustment.

R. Regulatory Compliance

- (1) The Caterer and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.

- (2) The Caterer agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
- (3) The Caterer shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- (4) The Caterer shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- (5) The Caterer shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
- (6) The Caterer shall comply with the provisions of the Consumer Product Safety Act.
- (7) The Caterer shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
- (8) The Caterer shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

S. Assurance of Non-Collusion

By signing this proposal, the Caterer assures that, to the best of his/her knowledge:

- (1) Neither the Caterer nor any business entity represented by the Caterer has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this RFP,
- (2) This proposal has been arrived at independently and is submitted without collusion with any other Caterer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Caterer an unfair advantage over any other Caterer with respect to this RFP.
- (3) The Caterer has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission related to this proposal, any recommendations, decision, vote or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this proposal,
- (4) Neither the Caterer, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to another Caterer, competitor, or potential competitor prior to the opening of proposals.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a proposal.

T. Assurances regarding Legal and Ethical Matters

By signing this proposal, the Caterer assures that:

- (1) He/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit proposals on behalf of the Caterer,
- (2) The Caterer has noted any and all relationships that might be conflicts of interest and included such information with his/her proposal response,
- (3) The proposal submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) If this proposal is accepted, in whole or in part, the Caterer will furnish any item(s) awarded to it under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) The Caterer has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal,
- (6) The Caterer has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, State or Federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal, and the Caterer will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) Concerning paragraph (6) above, the Caterer has identified and disclosed in this written proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this proposal any such matters which do exist is a material breach of contract which would void the submitted proposal or any resulting contracts, and subject the Caterer to removal from all procurement lists and possible criminal prosecution
- (8) The Caterer has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the proposal are and will remain the same or better than those offered to the Caterer's most favored customer under equivalent circumstances,
- (10) The Caterer will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) The Caterer will maintain, at the Caterer's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the Caterer or the Caterer's employees or its agents or any service required of the Caterer under this contract; however, the existence of such insurance will not relieve the Caterer of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) Neither the SFA nor any of its members shall be liable to the Caterer for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the Caterer in default,

- (13) He/she understands that by signing the proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
- (14) Caterer must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

U. Proposal Acceptance

The period for acceptance of this proposal will be thirty (30) calendar days unless a different period is indicated by the Caterer.

V. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page ____ of this document. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

W. Questions Regarding Request for Proposal

Questions or requests for additional information concerning this proposal or the specifications should be addressed to:

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

Historically Underutilized Business (HUB) Certification

Companies submitting proposals that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Request for Proposal.

I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. **(Required documentation for recognition as a HUB).**

- Minority
- Small Business
- Woman Owned

My company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

Company Name (Please Print)

Signature of Authorized Representative

Date

**State Board of Education
North Carolina Department of Public Instruction**

**2025 - 2026
Agreement Renewal to
Administer
the Federally-Assisted
School Nutrition Programs**

Charter Schools

Agreement Renewal Documents Include:

1. 2025 – 2026 Agreement
2. 2025 – 2026 Policy Statement for Providing Free and Reduced-Price Meals to Students
3. 2025 – 2026 Agreement Signature Page
4. Local Wellness Policy Responsibility Document
5. Attestation of Compliance with Meal Pattern Requirements
6. Smart Snacks Option Declaration Form
7. Community Eligibility Provision Amendment (CEP) (if applicable)
8. Effective Date of Free or Reduced-Price School Meals Household Application Eligibility Determination (if applicable)

**State Board of Education
North Carolina Department of Public Instruction
Agreement to Administer the
Federally-Assisted School Nutrition Program(s)**

School Year 2025-2026

This Agreement exists to achieve the purposes of: (1) the Richard B. Russell National School Lunch Act, as amended (42 U.S.C. 1751-1760) and regulations governing the National School Lunch Program (7 CFR 210 and 245); and (2) the Child Nutrition Act of 1966, as amended (7 U.S.C. 1771 – 1985), and regulations governing the School Breakfast Program (7 CFR 220 and 245); and (3) the Special Milk Program for Children (7 CFR 215); and (4) Public Law 105 – 336 authorizing reimbursement for snacks; and (5) Public Law 85-478, as amended authorizing the Seamless Summer Option (SSO), Summer Food Service Program (7 CFR 225); and (6) Public Law 108-265 to amend the National School Lunch Act and Child Nutrition Act of 1966 to provide children with increased access to food and nutrition assistance, to simplify program operations and improve program management; and (7) Public Law 111-296 the Healthy, Hunger Free Kids Act of 2010; and (8) 2 CFR Part 200 (formerly Office of Management and Budget Circular A-87) Uniform Administrative Requirements, cost principles and audit requirements for federal awards which stipulates allowable and unallowable expenses in the nonprofit School Nutrition Program; and 2 CFR Part 200.317 – 326 and all accompanying appendices which governs the procurement of goods and services using School Nutrition funds; and (9) 2 CFR part 200, subpart F, which describes the responsibilities for managing sub-awards and requirements for subrecipient audits; and (10) North Carolina General Statutes 115C-264 and 115C – 450 and subsequent amendments governing the operation of the School Nutrition Programs within the state of North Carolina and Session Law 21 – 342 (Eliminate Reduced Price Breakfast); (11) requirements for subrecipient audits as prescribed in policies adopted by the State Board of Education (SBE) that govern the operation of the School Nutrition Programs in the public schools of North Carolina; and (12) requirements for subrecipient audits as prescribed in policies adopted by the State Board of Education (SBE) that govern the operation of the School Nutrition Programs in the public schools of North Carolina; and (13) any requirements resulting from session laws enacted by the N.C. General Assembly for the period of this agreement.

The State Board of Education, North Carolina Department of Public Instruction (NCDPI), hereinafter referred to as the "State Agency (SA)," and the Local Education Authority (LEA) acting on behalf of the School Food Authority (SFA), listed below, hereinafter referred to as the "SFA" agree to comply with the conditions of this Agreement which are based on public laws, regulations, statutes, policies, procedures and best practices that govern the School Nutrition Programs to be operated by the SFA.

The terms of this Agreement and the detailed information contained in the School Nutrition Technology System (SNTS) sponsor application packet, including all forms, checklist items, and other documentation necessary for review and approval for participation within any of the School Nutrition Programs listed above, shall be considered a part of this Agreement, and shall not be modified or changed in any other way than by consent in writing of both parties hereto.

A. The State Agency (SA)

1. Agrees that to the extent of funds available, it shall reimburse the SFA for meals and snacks served to children participating in the program(s) for which the SFA is approved in the electronic application of the SNTS; agrees to amend the electronic application as needed to reflect any and all program changes during the effective period of this Agreement; agrees that during any fiscal year, the amount of reimbursement paid to the SFA for meals and snacks served to children in each school, institution or site shall not exceed the amount equal to the number of

meals or snacks by types (free, reduced, paid), served to children, multiplied by the assigned rates; agrees that it will reimburse the SFA using funds appropriated through the performance based reimbursement process, if all schools/sites within the SFA qualify for these funds; agrees to reimburse state funds to the SFA in the allocated amount to cover the student copay for reduced price school meals in accordance with House Bill 259: 2023 Appropriations Act, Sec. 7.58.

2. Agrees to supply, in writing, and at the time of any change(s), to the above named SFA's School Nutrition Program Administrator, all changes, additions and deletions to Federal and State regulations and policies of the State Board of Education that govern the operation of the programs.

3. Will operate in accordance with U.S. Department of Agriculture policy, which prohibits discrimination on the basis of race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

4. Reserves the right to disallow any claim for reimbursement, to withhold Federal School Nutrition funds and/or to recover any School Nutrition funds which are used in a manner that is not in accordance with Federal and/or State laws or policies of the SBE that govern the operations of these programs and any of the terms as stipulated in this Agreement.

5. Shall execute this Agreement.

B. The School Food Authority (SFA)

1. Shall apply to the SA to administer the School Nutrition Program(s) for the 2024 – 2025 school year and shall provide all documents required for any school or site in which it desires to operate any of the School Nutrition program(s); agrees to complete an electronic application for the SFA and for each school or site under the jurisdiction of the SFA; agrees the electronic application will provide all required information that is sufficient to determine eligibility; agrees the SFA and site electronic applications may be amended throughout the year as needed by the SFA and as approved by the SA; agrees to notify the SA of any and all program, administrative or personnel changes pertaining to the Agreement within **the month in which the changes occur**; acknowledges that no reimbursement will be provided for any meal/snack service that has not received prior approval by the SA; agrees to seek prior approval from the State Agency to operate emergency feeding sites during unanticipated school closures; agrees to immediately notify the State Agency of any conditions that could adversely impact the health and well-being of students.

2. Shall adopt and abide with a Free and Reduced-Price Policy Statement which contains all provisions of 7 CFR 245.10 and shall ensure that each school or site under the jurisdiction of the SFA abides with these provisions;

3. Shall execute this Agreement with respect to all participating schools or sites under its jurisdiction, and shall maintain compliance with all provisions of 7 CFR Parts 210 (National School Lunch Program), 215 (Special Milk Program), 220 (School Breakfast Program), and 245 (Eligibility for Free and Reduced Price Meals), 225 (Summer Food Service Program), and shall:

a. Maintain a nonprofit School Nutrition Program and observe the limitations on the use of School Nutrition Program revenues as set forth in 7 CFR 210.14 (a), 7 CFR 220.6 and 2 CFR Part 225; assure all Federal School Nutrition Funds and all other sources of income that accrues to the nonprofit School Nutrition Program shall be used only for

authorized, allowable purposes as stipulated in 7 CFR 210, 215, 220, 225, 245, 2 CFR 200.317-326 and 2 CFR 200.400-475; maintain a system of financial accounting as prescribed under 7 CFR 210.14, 220.13 and 2 CFR 200.400-475; assure School Nutrition funds are used only to support and/or enhance the nonprofit School Nutrition Program and for no other purpose; deposit all revenues received in the School Nutrition Program into the program's nonprofit account; agree that once funds are commingled with other School Nutrition revenues, regardless of their source, must be used in accordance with the applicable laws, regulations and policies as described in the preamble of this Agreement; agree that all uncollected student meal charges will be reimbursed to the nonprofit School Nutrition Program account prior to September 30 of each year such that no bad debt is carried in the non-profit School Nutrition account beyond September 30 ; acknowledge that failure to submit the semi-annual financial report fifteen (15) days after the due date may be grounds for withholding Federal School Nutrition funds until such time as the report is submitted.

b. Implement and monitor written cash management procedures for the School Nutrition Program that are consistent with G.S.115C-422, "The School Budget and Fiscal Control Act", including financial management best practices; cash management policies/procedures; deposit cash daily or receive board approval to deposit funds when the total is at least one thousand five hundred dollars (\$1,500.00), but in any event a deposit will be made on the last business day of each month, consistent with Session Law 2023-134 which updates G.S. 115C-445.

c. Limit the net cash resources in the School Nutrition Program to an amount that does not exceed three (3) months average expenditures for its non-profit School Nutrition Program or such other amount as may be approved by the SA in accordance with 7 CFR 210.19; once excess cash resources are approved by the SA for a specific expenditure(s), they may be used for no other purpose(s); provide sufficient funds to the nonprofit School Nutrition account for lunches served to students not eligible for free or reduced price meals to ensure paid lunch equity by adjusting the price of the paid lunch in accordance 7 CFR 210.14 adhere to the terms of the 2023 Appropriations Act that any SFA with a positive or zero balance in its nonprofit school food service account as of June 30, 2025, is exempt from paid lunch equity pricing requirements found in Policy memo SP 14-2024; implement and monitor a financial system to account for all alternate meals served to students; create and implement a procedure to cover meal costs for non-reimbursable alternate meals; ensure all revenue generated from the sale of non-program foods complies with 7 CFR 210.14.

d. Assess indirect cost to the School Nutrition Program in a manner that promotes the program's financial solvency and is consistent with G.S. 115C-450 such that indirect cost shall not be assessed unless the program has a minimum of two month's operating balance as defined by the statute; document the LEA's methodology for assessing indirect cost by completing an annual Indirect Cost Letter of Intent; where allowable, assess indirect cost at a rate that does not exceed eight percent (8%) as established in G.S. 115C-450, and apply the rate to salaries/benefits, supplies and travel directly attributable to the School Nutrition Program and to no other cost objectives; assess the impact on program sustainability when assessing indirect cost to the school nutrition program.

e. Comply with the requirements of the 7 CFR 210.21, 7 CFR 225.17 Summer Food Service Program and subsequent USDA Policy Memoranda regarding procurement in the practices specific to the breakfast, lunch and after school snack programs; comply with overall procurement practices as prescribed in 2 CFR 200.317-326 including all appendices; subpart D and USDA implementing regulations 2 CFR part 400 and part

415, as applicable, concerning the procurement of supplies, food, equipment and other services with Program funds; comply with State procurement practices where indicated; ensure food, supplies, equipment, consulting services, chemicals, maintenance, technology, equipment, bank services and all other goods and services, procured with School Nutrition funds, are competitively procured and such procurements are conducted in a manner that ensures free and open competition; abide with the *Buy American* provision by clearly addressing the requirements of the provision in applicable solicitations and contract language and by purchasing domestic agricultural commodities or products as outlined in the Child Nutrition Program Integrity Final Rule to maintain a 10% cap on all non-domestic purchases unless an accommodation for school year 2025-2026 has been granted and by approving all non-domestic foods in writing, in advance, should foods of non-domestic origin be used as a result of cost, availability or other factors considered under the provision; obtain prior approval from the Office of School Nutrition for all capital expenditures for special purpose equipment with a unit cost of \$10,000 or more or the SFA fixed asset threshold, whichever is less; acknowledge that failure to procure all goods and services in accordance with Federal regulations constitutes an unallowable use of School Nutrition funds and makes the entire procurement amount that was conducted using Federal School Nutrition funds subject to reclaim by the State Agency; comply with 7 CFR 220.16 and subsequent Federal and State guidance pertaining to the procurement of a Food Service Management Company (FSMC) should the local Board of Education choose to outsource the nonprofit School Nutrition Program to a for-profit management company; agrees failure to comply with the Federal regulations and Federal/State guidance when procuring the services of a FSMC will result in the withholding of Federal School Nutrition funds and may lead to termination from the program(s).

f. As prescribed in 7 CFR 210.10 and 220.8, serve nutritious, well-balance and age appropriate meals to all children to improve their diets and safeguard their health; follow a food based menu planning approach and produce enough food to offer each child at minimum, the food components and quantities specified in the meal pattern for each age/grade group served; meals planned for grades K-12 must meet dietary specifications for calories, saturated fat, sodium and added sugar for lunch and breakfast; schools serving meals to children ages 1 through 4 must serve at minimum, the food components and quantities required in the lunch and breakfast meal patterns established for the Child and Adult Care Food Program, set forth in 7 CFR 210.10(p) and 7 CFR 210.10(q) as applicable; use and maintain accurate and complete daily food production records, valid standardized quantity recipes, nutrient analyses, current manufacturer's product specifications and other records required to substantiate that minimum meal pattern requirements and required dietary standards have been met and shall serve as source documentation to substantiate the basis for serving reimbursable meals to students; provide written documentation for Administrative Reviews upon request by the SA reviewers including but not limited to menus, accurate, current recipes used in food preparation of school menu items, nutrient analysis and Meal Certification of Compliance Worksheets; daily production records and/or delivery tickets that document food as planned, prepared, offered and leftover; nutrition labels and specifications for food products and ingredients used in the preparation of current school menu items; agree that senior high schools (as defined by the SA) must participate in offer versus serve provision at lunch; schools below the senior high level may participate in offer versus serve at the discretion of the SFA and the SFA will notify the SA accordingly and at such time as the offer versus serve provision differs by age/grade group within a single school; make potable water available to children at no charge in the place where lunch meals are served during the meal service and at breakfast when breakfast is served in the cafeteria; submit a complete attestation form as a means of documenting compliance with the requirements for performance-based

reimbursement; post signage for students explaining the minimum components and/or food items that constitutes a reimbursable meal including the requirement to select at least ½ cup fruit or vegetable at lunch as prescribed in 7 CFR 210.10(a)(2) and at breakfast as prescribed in 7 CFR 220.8(h) and 220.8(j) at or near the beginning of the serving line(s) as a means of promoting the reimbursable meal and reinforcing nutrition education messages that emphasize selecting healthy choices for a balanced meal; schools participating in the SBP must inform families of the availability of breakfasts. A notification of the availability of breakfast must be relayed just prior to or at the beginning of the school year in the informational packets that are sent to each household with free and reduced-price meal applications for the new school year. In addition, schools should send reminders regarding the availability of the SBP multiple times throughout the school year. Schools can provide reminders to children through their public address systems in schools or through means normally used to communicate with the households of enrolled children. Other acceptable outreach activities may include developing or disseminating printed or electronic material to families and school children; a school participating in the Program, or a person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event.

g. Establish and monitor a system to accurately issue meal benefits for eligible students based on current meal eligibility criteria and the most recent edition of the *Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility*, as published by the Food and Nutrition Service, US Department of Agriculture (2017) or most current guidance; conduct a second review or independent review of all household applications; use the SA's automated system to Directly Certify eligible students for free meals based on their participation in Food and Nutrition Services (formerly the Food Stamp Program) and/or Work First Cash Assistance (formerly Temporary Assistance for Needy Families or TANF) and Food Distribution Program for Indian Reservations (FDPIR) as frequently as possible and at a minimum of three times per year at or around the beginning of the school year three months after the initial effort; and six months after the initial effort; extend meal benefits to students who reside in the households of other students who are directly certified for free meals; maintain sufficient documentation to indicate students who are directly certified and those to whom benefits are extended; participate in the USDA-approved *Medicaid Demonstration Project* (if selected to do so) to examine the impact of Medicaid enrollment on the direct certification of Medicaid-eligible students; maintain documentation from local officials to substantiate the categorical eligibility of migrant, homeless, runaway, foster children and any other student who may be categorically eligible for meal benefits; maintain similar documentation for children enrolled in the Federally-funded Head Start Program and are simultaneously enrolled in the LEA; and should determine that case number(s)/other identifier(s) are valid identifiers.

h. Maintain files of currently approved and denied household applications for free and reduced price meal benefits, respectively and the names of children approved for free meals based on documentation certifying that the child is included in a household approved to receive Food and Nutrition Services (FNS) benefits, formerly known as food stamps, or Work First Cash Assistance (formerly Temporary Assistance to Needy Families or TANF) or Food Distribution Program on Indian Reservations (FDPIR); shall approve and maintain all household applications and other benefits issuance documentation at the SFA level; retain all household applications for free and reduced price meals submitted by families for a period of three (3) years after the end of the fiscal year to which they pertain or as otherwise specified as prescribed in 7 CFR Parts 210, 215, 220 or 245.

i. Verify (or Directly Verify) the income eligibility of children from a sample of household applications (using a method to be determined by the SA based on the prior year's Verification non-response rate) approved for free and reduced price meal benefits for the current school year based on the prior year's non-response rate; upon completion of the Direct Verification process, continue the Verification process in accordance with procedures described in the most current edition of the *"Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility"* (2017) or most current guidance. The Verification sample size must be based on the October 1 sample pool; the Verification process must begin on October 1 and conclude November 15; with the exception of Verification for cause, agrees the SFA will not verify more than or less than the standard sample size or the alternate sample size and will not verify 100% of applications; verify for cause any approved applications for free or reduced price meal benefits when known or available information indicates a household may have misrepresented their incomes on applications for free or reduced price meals for children; report the outcome of any verification for cause to the SA once the verification for cause process is complete.

j. Serve meals free or at a reduced-price to all children who are determined by the determining official to be eligible for such meals under 7 CFR Part 245; serve breakfast meals and lunch meals free of charge to students who qualify for reduced price meals, using the state allocation and/or other available resources thus absorbing the student copay; if participating in the Community Eligibility Provision (CEP), agrees to provide meals and snacks at no cost to students; provide sufficient meal periods that are long enough to give all students adequate time to consume breakfast and lunch meals or a minimum of fifteen (15) minutes of seat time to consume breakfast and a minimum of twenty (20) minutes of seat time to consume lunch; agree that students who are eligible for free or reduced price meals must be allowed to take any reimbursable lunch or any choices offered as part of a reimbursable lunch; establish prices for paid lunches in accordance with 7 CFR 210.14; exercise local control to establish different unit prices for each lunch offered provided the benefits made available to children eligible for free or reduced price meals are not affected.

k. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system, if such system receives prior approval by the SA; establish an alternate system for meal counting and claiming that may be used when the primary system is inoperable; maintain all supporting documentation to reflect proper meal counts in accordance with records retention requirements; obtain prior written approval from the SA for any alternative meal counting system; if participating in the Community Eligibility Provision (CEP), develop written procedures to account for meals and snacks served to students free of charge and to ensure only one reimbursable meal or snack is claimed for each student; account for any alternate meals served to students through a local Board-approved Meal Charge Policy or other internal procedure as approved by the LEA; systems must ensure that children are not overtly identified through the SFA's meal counting and claiming system.

l. Claim reimbursement at the assigned rates only for reimbursable free, reduced price, and paid meals served to eligible children in accordance with the Agreement; if participating in the Community Eligibility Provision, claim meals based on the SA-approved free meal/paid meal claim rate; establish internal controls that ensure the accuracy of meal counts prior to the submission of the monthly Claim for Reimbursement; conduct daily edit checks using the daily Average Daily Membership (ADM) and the Average Daily Attendance (ADA) to ensure the number of meals served does not exceed the number of meals for which the SFA is authorized; ensure the SFA official authorized to approve the claim for reimbursement reviews and analyzes meal

counts to ensure accuracy as specified in 7 CFR 210.8, 215.10 and 220.9; agree that meal counts must be certified prior to submission of the monthly claim for reimbursement; agree that meals served to adults shall not be claimed for reimbursement; acknowledge that failure to submit accurate claims will result in the withholding and/or recovery of Federal School Nutrition funds, suspension, or termination of the Agreement by the SA as specified in 7 CFR 210.25, 215.15 and 220.19; acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity the penalty specified in 7 CFR 210.26, 215.6 and 220.19 shall apply.

m. Upon approval of this Agreement by all parties, submit claims for reimbursement in accordance with 7 CFR 210.8, 220.11, or 215.10 no later than the 10th of each month; (should the 10th of the month fall on a weekend or holiday, the claim for reimbursement shall be due no later than midnight of the first full work day following the weekend or holiday); agree that the SA must receive valid claims for reimbursement within sixty (60) days following the end of the month for which payment is claimed to be eligible for reimbursement as claims for reimbursement received by the SA after sixty (60) days will be denied; claims filed for meals served prior to the execution of this Agreement will be denied.

n. Breakfasts and lunches served to teachers, administrators, custodians and other adults must be priced so that the adult payment is sufficient to cover the overall cost of the lunch. Including the value of any USDA entitlement and bonus donated foods used to prepare the meal. If cost data are not available, the minimum adult payment should reflect the price charged to students paying the school's designated full price, plus the current value of federal cash and donated food assistance (entitlement and bonus) for full price meals.

o. Perform no less than two comprehensive self-assessments to include an in-depth review of the meal counting and claiming and cash management procedures employed by each school or site under its jurisdiction for the National School Lunch Program (NSLP) and the School Breakfast Program (SBP); conduct the on-site review of each school prior to November 1 and April 1 of each school year. SFAs are required to establish internal controls which ensure the accuracy of meal counts prior to the submission of the monthly Claim for Reimbursement. The internal controls must include a self-assessment of the readily observable general areas of review identified under 7 CFR 201.18(h) and the meal counting and claiming system employed by each school (as defined in 7 CFR Part 210.2) approved to participate in the NSLP and at 50% of the schools approved to participate in the SBP within the jurisdiction of the SFA. While the annual requirement is to complete 50% of the schools approved to participate in the SBP in the SFA's jurisdiction, each school approved to participate in the SBP must be reviewed at least once every two years. If the self-assessment discloses problems with a school's meal counting or claiming procedures, or in a readily observable general area, the school food authority shall: ensure that the school implements corrective action; and, within 45 calendar days of the review, conducts a follow-up assessment to determine that the corrective action resolved the problems. Each self-assessment shall ensure that the school's claim is based on the counting system authorized by the State Agency under §210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid lunches, respectively, served for each day of operation.

p. Establish and enforce rules that prevent the sale of foods and beverages in competition with the School Nutrition Program; assure all revenues for food and beverages sold to students from 12:01 AM through the time the school cafeteria ceases

meal service for the day accrue to the nonprofit School Nutrition Program; agree that violations of the Competitive Foods Regulations will result in repayment of funds to the SFA's nonprofit School Nutrition Program from the operating account of the school found to be in violation of the regulations; agrees to select one (1) of five (5) options available for implementation of the Final Rule entitled *Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010 and agrees to comply with the nutrition standards as prescribed in the final rule* for all foods and beverages sold to students from the time of day the cafeteria ceases meal service until thirty (30) minutes after the dismissal bell rings; agrees to inform school officials, principals, teachers, and others who conduct fund-raising activities using food and beverages sales to students of the requirements for food and beverages sales that are consistent with the LEA's option (or combination of options if approved by the SA); agrees to enforce the LEA's approved option should violations occur at any time during the instructional day at any location on the school campus.

q. Comply with regulations regarding nondiscrimination (7 CFR Parts 15, 15a, 15b and FNS Instruction 113-1); make no discrimination against any child because of his eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement; agree to provide the current non-discrimination statement on all public documents including but not limited to the School Nutrition website; comply with requirements regarding the use of student's confidential meal eligibility status and ensure this confidential information is used only for purposes as prescribed by law and for no other purpose; limit the disclosure of individual student's confidential eligibility for free and reduced price meals to persons authorized by law to receive it for reporting purposes and for no other purpose; agree that direct access to student's confidential meal eligibility status is limited only to the School Nutrition Administrator and his/her designee in the School Nutrition Department; agree that the use of students' confidential meal eligibility status will not be used for local education initiatives without prior written parental consent; agree that disclosure of students' individual confidential meal eligibility status for any local education purpose without prior written consent of the parent(s) or guardian(s) constitutes grounds for dismissal; require a Memorandum of Agreement (MOA) to be approved in advance by the SA and signed and executed between the School Nutrition Administrator (determining official for the SFA) and the individual requesting the confidential information; cite the specific public law and/or general statute authorizing the use of individual student's confidential meal eligibility status without prior written parental/guardian consent; complete an annual *Civil Rights Checklist* for the SFA and for each school or site under its jurisdiction no later than December 15; maintain all *Civil Rights Checklists* on file in the SFA's central office for a period of three (3) years after the end of the fiscal year of the final claim for reimbursement for the fiscal year to which they pertain, except in situations where audit findings have not been resolved in which case the records shall be retained beyond the three (3) year period as long as required for resolution of the issues raised by the audit.

r. Agree that meals and/or snacks provided through the School Nutrition Programs may not be used to discipline or punish students, nor shall meals or snacks be used as rewards.

s. Maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations; maintain a SFA-wide Food Safety Program to include a Hazard Analysis Critical Control Point (HACCP) Plan for each school, and/or site and; ensure a minimum of two (2) health inspections are conducted by a Registered Environmental Health Specialist (REHS) in each school or site included in this Agreement. If the local REHS does not complete a minimum of two (2) health inspections each school year, it is the responsibility of the SFA to request in writing that

an inspection is solicited. The SFA is to retain a copy of the letter(s) for a period of three (3) years after the end of the fiscal year to which they pertain or as otherwise specified as prescribed in 7 CFR Parts 210, 215, 220 or 245. All North Carolina School Nutrition Program Administrators/Directors are required to achieve and maintain Certified Food Protection Manager (CFPM) certification by passing an American National Standards Institute (ANSI) approved food safety exam. New School Nutrition Program Directors must obtain the certification within five (5) years prior to their starting date as Director or complete certification within thirty (30) days of being hired as a Director. Supervisors and Assistant Directors are usually central office personnel who work under the direct supervision of the School Food Authority (SFA) Director of the School Nutrition Program, and thus, are subject to the same professional standards for annual continuing education as Directors and should also maintain CFPM status.

t. Maintain a sufficient number of trained staff in the central office to ensure adequate monitoring and oversight of the School Nutrition Program in all schools or sites; maintain an adequate number of staff at each school or site as necessary, to adequately prepare and serve meals and snacks to students; maintain adequate facilities for receiving, storing, preparing and serving safe and unadulterated food to students.

u. No later than December 1, March 1 and the first day of End of Grade testing (May), or during any other period required by the SA, the SFA provide the SA with a list of all elementary schools under its jurisdiction in which fifty (50) percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day of the month prior to the dates of required submission; this list shall be based on information provided by the SA regarding the boundaries of the attendance areas for all elementary schools identified as having fifty (50) percent or more of enrolled children certified as eligible for free or reduced price meal benefits.

v. Plan and implement a program of student and parent involvement in the School Nutrition Program; require School Nutrition employees to attend professional development improvement and continuing education activities conducted by or facilitated by School Nutrition Administrators within the SFA. Provide professional development and continuing education opportunities for all School Nutrition Staff meeting the *USDA Professional Standards for State and Local School Nutrition Programs Personnel as required by the Healthy, Hunger-Free Kids Act of 2010 and the Child Nutrition Program Integrity Final Rule*; and implement an acceptable method of tracking the continuing education hours completed by each employee.

w. Upon request, make all accounts and records pertaining to its School Nutrition Programs available to the SA and to the US Department of Agriculture's Food and Nutrition Service (FNS), for audit or review, at a reasonable time and place; retain all accounts and records for a period of three (3) years after the end of the fiscal year of the final claim for reimbursement for the fiscal year to which they pertain, except in circumstances where review and/or audit findings have not been resolved in which case the records shall be retained beyond the three (3) year period as long as required for resolution of the issues raised by the audit/review.

x. Implement the State Board of Education Healthy Active Children Policy and LEA's board-approved Local Wellness Policy for all schools or sites under its jurisdiction; ensure the Local Wellness Policy includes all elements as prescribed in 7 CFR 210; submit a copy of the Local Wellness Policy to the North Carolina Department of Public Instruction; submit modified Local Wellness Policies upon adoption by the local board of education; designate a Local Education Agency official who has oversight of the Healthy Active Children Policy, Local

Wellness Policy, and the ten (10) components of coordinated school health (someone other than the School Nutrition Administrator unless the School Nutrition Administrator has oversight as described above) to oversee the implementation, periodic assessment, evaluation and required reporting and public notification of local wellness activities as required by law; submit the name and contact information for the designated LEA official who will oversee the implementation, evaluation and public reporting requirements of the Local Wellness Policy; ensure the SFA and each school in the SFA complies with the Healthy Active Children Policy and Local Wellness Policy; submit Healthy Active Children Policy Report indicating the SFA's progress towards achieving the goals as stated in these policies; and conduct and make available to the public a triennial assessment to evaluate the extent to which schools are in compliance with the Local Wellness Policy, how the Local Wellness Policy compares to statutory requirements, and the LEA's progress made in attaining the goals of the Local Wellness Policy.

y. Abide with the terms and conditions of the Agreement with the North Carolina Department of Agriculture and Consumer Services to accept and use, in as large quantities as may be efficiently utilized in the nonprofit School Nutrition Program, the USDA Foods (formerly known as commodities) available to the program.

4. If the SFA chooses to participate in the After School Snack Program (ASSP), the after-school program must be one that complies with requirements listed below and documentation of each approved ASSP site shall be maintained by the SFA. The SFA with eligible schools (as defined in 7 CFR 210 that elects to serve meal supplements served after the school day, shall agree to:
 - a. Maintain, on file, appropriate records that were used to determine whether the after-school program met the criteria required to participate in the ASSP for each program for each site; complete the After School Snack Program checklist annually for each ASSP and maintain a copy on file for a period of three (3) years after the end of the fiscal year of the date of the final claim for reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved; the records shall be retained beyond the three (3) year period as long as required for resolution of the issues raised by the audit.
 - b. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR 210.10 ii and claim reimbursement for no more than one meal supplement per child per day.
 - c. Price the meal supplement as a unit.
 - d. Serve meal supplements free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced-price school meals under 7 CFR 245.
 - e. If charging for meal supplements, the charge for a reduced-price meal supplement shall not exceed 15 cents.
 - f. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the Agreement.
 - g. Conduct an on-site review of each after school site at least two (2) times per year; the first review shall be made during the first four (4) weeks that the ASSP is in operation each school year, except that an after school program operating year round shall be reviewed during the first four (4) weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter, with the first review conducted during the first four weeks.
 - h. Provide a point of service participation count and ASSP production record which provides documentation that only students in attendance received one snack per day and the snack provided meets the minimum meal pattern requirements for the age group in the ASSP.

- i. Claim meal supplements based on accurate “point of service” meal supplement counts.

5. If a SFA chooses to operate the Summer Nutrition Programs (which include Seamless Summer Option (SSO) and Summer Food Service Program (SFSP), the SFA must:

- a. Exercise full control and authority over the operation of the Program at all sites under its sponsorship.
- b. Demonstrate financial and administrative capacity by meeting the performance standard of financial viability, administrative capability and program accountability to operate the program and accept final financial and administrative responsibility for the total program operation at all sites.
- c. Not be seriously deficient in operating any federally assisted School Nutrition Program.
- d. Operate a nonprofit nutrition program during any period from October through September for children on school vacation; intercession, track out, or at any time of the year, in the case of SFA administering the program under a continuous school calendar system for children from areas in which poor economic conditions exist or as otherwise allowed by the USDA.
- e. Request approval from the NCDPI to operate year-round schools to provide reimbursable meals to students during year-round schools track out and maintain separate records for on and off-track student meals.
- f. Ensure that all non-school site and administrative personnel have attended a training session provided by a SFA as specified in 7 CFR 225.15(d)(1);
- g. Agree to serve meals at no cost as stipulated in 7 CFR 225.
- h. Serve meals during the designated times which meet the requirements and provisions set forth in 7 CFR 225.16 for SFSP and 7 CFR 210.10 and 7 CFR 220.8 for SSO.
- i. Comply with all regulations and policies of the School Breakfast Program (7CFR 220), National School Lunch Program (7 CFR 210) and/or After School Snack Program (7 CFR 210) in providing meals and snacks to eligible participants in the SSO, including implementation of the SSO in year-round schools; or
- j. Comply with all regulations and policies of the SFSP (7 CFR 225) or School Breakfast Program (7CFR 220), National School Lunch Program (7 CFR 210), and/or After School Snack Program (7 CFR 210) in providing meals and snacks to eligible participants in the SFSP, including implementation of the SFSP in year round schools; or
- k. Establish the predominant age group of the participants for each site, based on written documentation and serve meals that meet the meal pattern and dietary standards required for the specified age group for the SSO and when utilizing Offer vs Serve in the SFSP.
- l. Certify that all non-school sites have been visited and have the capacity and facilities to provide the meal service planned for the number of children anticipated.
- m. Conduct a review of all sites including any required pre-operational and initial visits and a review during the fourth week of operation or before the site closes.
- n. Serve up to two meals (combination may not include lunch and supper), or one meal and one snack, or two snacks per day for all sites except migrant sites or camps; migrant sites may serve up to three meals or two meals and a snack per day.
- o. Serve up to three reimbursable meals per day to children attending residential or non-residential camps, which are eligible for free or reduced-price school meals, based on household applications.
- p. Agree to claim reimbursement only for the types of meals specified on the Site Application and served without charge to children at approved site(s) during the approved meal service period, with the exception of conditional non-congregate

meal sites. The meals claimed for reimbursement shall not exceed the maximum approved level of meal service for sites(s) as required under 7 CFR 225.6(h). No permanent changes will be made in the serving time of any meal unless the NCDPI approves the changes.

- q. Operate emergency sites at schools or non-school locations when schools are closed due to a disaster with prior State agency approval.
- r. Comply with the Demonstration Project for Non-Congregate Feeding for Outdoor Summer Meals Sites Experiencing Excessive Heat Waiver as approved by the NCDPI including submitting specific dates participants were permitted to take meals off site; the number of meals claimed that were taken off site when the monthly claim for reimbursement is filed.
- s. Maintain all program records, reports, and other documents in accordance with 7 CFR 225.15(c); upon request, make all accounts and records pertaining to the SFSP available to State, Federal, or authorized officials for audit or administrative review at any reasonable time and place. The records shall be retained for a period of three years after the end of the fiscal year to which they pertain. In the event that audit, or investigative findings have not been resolved, the records shall be retained until all issues raised by the audit or investigation have been resolved.
- t. For SFSP, maintain documentation of nonprofit food service, including copies of all revenues received and expenses paid from the nonprofit food service account and unused reimbursement. Unused reimbursement means the difference between the amount of reimbursement earned or received and allowable costs or a situation when reimbursement exceeds cost. Limit the net cash resources in the SFSP to an amount that does not exceed three (3) months average for sponsors that operate at least one School Nutrition Program year-round.
- u. Comply with the requirements of 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, concerning the procurement of supplies, food, equipment and other services with Program funds. These requirements ensure that such materials and services are obtained for the program efficiently and economically and in compliance with applicable laws and executive orders. Sponsors may use the School Meals procedures for procurement with Program funds to the extent that procurements by public sponsors comply with applicable State or local laws and the standards set forth in 2 CFR part 200, subpart F and USDA implementing regulations 2 CFR part 400 and part 415.
- v. The Records, including all records of training, site visits, reviews and actions taken to correct deficiencies, shall be retained for a period of three years after the end of the fiscal year to which they pertain pursuant to 7 CFR 225.15; 7 CFR 210.23 and 7 CFR 200. In the event that audit, or investigative findings have not been resolved, the records shall be retained until all issues raised by the audit or investigation have been resolved.

6. Shall comply with USDA's Civil Rights Guidance as contained in FNS Instruction 113-1 and reads follows:

"The SFA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et. seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the SFA receives Federal financial assistance from FNS; and hereby

give assurance that it will immediately take measures necessary to effectuate this Agreement.”

By accepting this assurance, the SFA agrees to complete the Civil Rights Checklist prior to December 15, compile data, maintain records and submit reports, as required, to permit effective enforcement of the non-discrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance; this assurance is binding on the SFA and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the SA and/or the USDA. The individual whose signature appears below is authorized to sign this assurance on behalf of the program applicant (the SFA).

7. Abide with conditions prescribed in USDA Waivers when indicated. When conditions (natural disasters, pandemics or other) warrant program flexibilities made possible through USDA waivers that promote the service of nutritious meals to students/children in a manner that supports program integrity, the SFA agrees to administer, operationalize, manage, monitor waiver implementation while fulfilling all reporting and auditing requirements related to the waivers accepted by the SFA.
8. Shall abide with and shall require all school personnel to abide with the following ethics clause as required by the National School Lunch Act:

“Whoever willfully misapplies, steals or obtains by fraud or embezzlement any funds, assets or property provided under the National School Lunch Program and/or School Breakfast Program whether received directly or indirectly, shall if such funds, assets or property are of a value of \$100 or more, be fined no more than \$25,000 or imprisoned not more than 5 years or both; or if such funds, assets or property are of a value of less than \$100, be fined not more than \$1,000 or imprisoned not more than 1 year or both. Whoever receives, conceals or retains for personal use or gain, funds, assets or property provided under the National School Lunch Program and School Breakfast Program, whether received directly or indirectly, knowing such funds, assets or property have been embezzled, willfully misapplied, stolen or obtained by fraud, shall be subject to the same penalties.”

9. Agree to have an audit conducted annually of all Federally-assisted School Nutrition Programs subject to the “Single Audit Act” and applicable federal circulars.

C. The SA and the SFA mutually agree that:

1. Schools or sites may be added or deleted by amending this Agreement as the need arises and references herein to schools or sites within the SFA shall be deemed to include all schools or sites as added through the Site Application.
2. Both shall cooperate with USDA officials and contractors conducting evaluations and research in the School Nutrition Programs.
3. For the purpose of this Agreement, the following terms will mean respectively:
 - a. *Adult*: means a person who is (1) a staff member or employee of a school, including all faculty, supervisory and other personnel and (2) not under 21

chronological years of age in non-profit Residential Child Care Institutions (RCCIs) and (3) not a student of high school grade or under as determined by the state education agency in schools as defined in 7 CFR 210.2;

b. *Child*: means (a) a student of high school grade or under as determined by the state education agency, who is enrolled in an educational unit of high school grade or under as described in paragraph (a) and (b) of the definition *school* including students who are mentally or physically disabled as defined by the state and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of *school* or (c) for purposes of reimbursement for meal supplements served in after school care programs, an individual enrolled in an after school care program operated by an eligible school who is twelve (12) years of age or under or in the case of migrant workers and children with disabilities, not more than eighteen (18) years of age or under;

c. *Local Education Agency (LEA)*: means a public board of education or other public or private nonprofit authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public or private nonprofit elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public or private nonprofit elementary schools or secondary schools. The term also includes any other public or private nonprofit institution or agency having administrative control and direction of a public or private nonprofit elementary school or secondary school, including residential child care institutions, Bureau of Indian Affairs schools, and educational service agencies and consortia of those agencies, as well as the State educational agency in a State or territory in which the State educational agency is the sole educational agency for all public or private nonprofit schools.

d. *Meals*: means food served at a school under the indicated programs which meets the applicable nutritional requirements set forth in the regulations and policies; *Meals* include breakfast, lunch or snack;

e. *Nonprofit School Nutrition Program*: means meal service operated by the SFA for the benefit of children, all of the income from which is used solely for the operation or improvement of such meal service and for no other purpose;

f. *School*: (a) an educational unit of high school grade or under, recognized as part of the educational system in the state and operating under public or non-profit private ownership in a *single building or complex of buildings*; (b) any public or non-profit private classes of pre-primary grade when they are conducted in the aforementioned schools; or (c) any public or non-profit, private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the State or a subordinate level of the government, with the exception of residential summer camps which participate in the Summer Food Service Program for Children, Job-corps Centers funded by the Department of Labor, and private foster homes; the term "Residential Child Care Institution" includes, but is not limited to: homes for the mentally, emotionally, or physically impaired, and unmarried mothers and their infants; group homes; half-way houses; orphanages; temporary shelters for abused children and for runaway children; long term care facilities for chronically ill children; and juvenile detention centers; a long term care facility is a hospital, skilled nursing facility, intermediate care facility, or

distinct part thereof, which is intended for the care of children confined for thirty (30) days or more;

g. School Food Authority (SFA): means the governing body which is responsible for the administration of one or more schools, institutions or sites, and which has the legal authority to operate the NSLP, the SBP, the SMP, the SFSP, the SSO and/or the ASSP therein.

4. This Agreement is effective for the programs as approved in the electronic application for the period commencing July 1 and ending the following June 30 unless otherwise amended; the SA may renew the Agreement for each school year thereafter by notice in writing given to the SFA as soon as practicable after funds have been appropriated by Congress for carrying out the purpose of the National School Lunch Act and the Child Nutrition Act.
5. The SA may withhold Federal School Nutrition funds from the SFA when there is evidence of material non-compliance with the terms and conditions of this Agreement; the SA may also withhold Federal School Nutrition funds for failure of the SFA to take corrective action within sixty (60) days of notification of non-compliance as a result of an Administrative Review (AR) or Technical Assistance (TA) Review; the SA may require the LEA to reimburse the SFA using local funds to repay any funds that were used for unallowable purposes; the SA may terminate this Agreement with the SFA immediately upon receipt of evidence that the terms and conditions of this Agreement or any of the regulations specified herein have not been fully complied with by the SFA; any termination of this Agreement by the State Agency shall be in accordance with applicable laws and regulations.
6. The terms of this Agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto.

Policy Statement for Providing Free and Reduced Price Meals to Students

This document is part of the Agreement between the LEA/SFA and the SA to administer the Federally assisted School Nutrition Programs.

The School Food Authority (SFA) accepts responsibility for providing **free and reduced-price meals and/or free milk and after school snacks** to eligible children. The LEA/SFA assures the North Carolina State Board of Education, Department of Public Instruction, that the LEA/SFA will uniformly implement the following policies to administer the program(s) in all schools and sites under its jurisdiction. In fulfilling these responsibilities, the LEA/SFA agrees to the following provisions:

- A. With the exception of students participating in the CEP for whom meals are served at no cost, serve meals free to children from households whose income is at or below the free meal eligibility scale listed in the current income eligibility guidelines, or whose participation in Food and Nutrition Services (formerly Food Stamp Program), Work First Cash Assistance (formerly Temporary Assistance for Needy Families or TANF) or the Food Distribution Program on Indian Reservations (FDPIR) qualifies them for direct certification for free meals, or whose migrant, homeless, runaway or foster child status or other Federally-approved status as prescribed by the United States Department of Agriculture, entitles them for categorical eligibility for free meals;
- B. With the exception of students participating in the CEP for whom meals are served at no cost, serve meals at a reduced price to children from households whose income is at or below the reduced price meal eligibility scale listed in the current income eligibility guidelines and/or use the state allocation and other available resources for the student co-pay for reduced price breakfast meals (\$.30 per meal) to serve breakfast meals at no charge to students who are eligible for reduced price meals;
- C. With the exception of students participating in the CEP for whom meals are served at no cost, set reduced price charges for lunch and breakfast at or below the maximum reduced price allowed by regulations and below the full price of the lunch or breakfast. Reduced-price breakfast and lunch shall be served free of charge to qualifying students using the state allocation provided under Session Law 2023-134 and reduced-price snacks shall be served at \$.15 or less;
- D. Ensure food is not used as a means of rewarding or punishing students for any purpose;
- E. Ensure no physical segregation or other overt identification of, nor any other discrimination against, any child because of his/her inability to pay the full price. The names of children eligible to receive free or reduced-price meals shall not be distributed, published, posted, distributed or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets, identification numbers or any other means. Further assurance is given that children eligible for free or reduced-price meals shall not be required to:
 - 1. Work for their meals;
 - 2. Use separate dining room areas;
 - 3. Go through a separate serving line;
 - 4. Enter the dining room through a separate entrance;
 - 5. Eat meals at a different time;
 - 6. Eat a meal different from the one sold to children paying the full price.

- F. Operate the School Nutrition Programs so that no child shall be discriminated against on the basis of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, nor are students separated during the meal service based on gender or other protected criterion.
- G. Authorize the School Nutrition Administrator to serve as the Determining Official for the LEA; the Determining Official shall determine student's meal eligibility status based on the 2025-2026 eligibility guidelines or participation in the CEP. This official agrees that information on the application will be used to determine the child's eligibility for only those benefits designated by the parent/guardian. The determining official is also authorized to make decisions about extending school meal benefits to students residing in households where other students are directly certified for free meals and who are subsequently eligible to receive them based on USDA guidance. The determining official is also responsible for collecting, analyzing and reporting data to support the LEA's /SFA's Identified Student Percentage (ISP) should the school elect to participate in the CEP. (Note: the Determining Official may not serve as the Hearing Official. See Item L.) LEAs are responsible for assuring that the certification and verification processes meet all regulatory requirements and policies including the calculation of income frequencies.
- H. Develop and make available to each child's parent or guardian, a letter as outlined herein, including a household application for free or reduced-price meals, at the beginning of each school year. Parents will be responsible for completing a household application and returning it to the school or Board of Education for review. Such applications and documentation of action taken will be maintained for three (3) years after the end of the school year to which they pertain. Applications are effective for one year. Any parent enrolling a child in a school for the first time, at any time during the year, shall be provided with an application for meal benefits. If a child transfers from one school to another under the jurisdiction of the LEA, his eligibility for free or reduced-price meals will be transferred to, and honored by, the receiving school. Parents or guardians will be notified, within 10 working days of the acceptance or denial of their applications. Children will be served meals immediately upon the submission of a complete application; children whose applications are approved for free meal benefits shall not incur charges during the application processing period.

Household applications will not be provided to nor requested from families whose children enrolled in schools participating in the CEP unless there are students in the household that are enrolled in non-CEP schools. Students enrolled in CEP schools will be eligible for breakfast, lunch and snacks at no cost to the student beginning on the first day of school and continuing for the duration of the school year.

Use data from the State Agency's Direct Certification Technology System to issue meal benefits to students who are directly certified for free meals and to notify the students' households of free meal benefits and allow the household the opportunity to decline free meal benefits should they choose to do so.

Public Law 111-296 allows certification of a foster child for free meals, without application, if the LEA or other School Nutrition Program institution obtains documentation from an appropriate State or local agency indicating the status of the child as a foster child whose care and placement is the responsibility of the State or that the foster child has been placed with a caretaker household by a court. The foster child is categorically eligible and may be certified for meal benefits without an application. Households with foster and non-foster children may choose to include the foster child as a household member, as well as any personal income earned by the foster child, on the

same household application that includes their non-foster children; this will streamline the application process and may help the foster family's non-foster children qualify for free or reduced price meals based on household size and income.

In processing the application, the LEA would certify the foster child for free meals, and then make an eligibility determination for the remainder of the household based on the household's income (including personal income earned by the foster child) or other categorical eligibility information reported on the application. Foster payments received by the family from the placing agency are not considered income and do not need to be reported. The presence of a foster child in the household does not convey eligibility for free meals to all children in the household in the same manner as Food and Nutrition Services (FNS), Work First Cash Assistance (formerly Temporary Assistance for Needy Families or TANF) and the Food Distribution Program.

When an application is denied, parents or guardians will be provided written notification which shall include the following:

1. the reason for the denial of benefits, (for example: income in excess of allowable limits or incomplete application);
 2. notification of the right to appeal the denial of benefits;
 3. specific instructions on how to appeal; and
 4. a statement reminding parents that they may reapply for free and reduced-price meal benefits at any time during the school year. (Note: The reasons for ineligibility shall be properly documented and retained on file at the SFA level.)
- I. Select and verify by November 15 the eligibility of a sample of the approved free and reduced-price applications on file as of October 1. The SFA further agrees to maintain the following records relative to verification for a period of three (3) years after the end of the fiscal year:
1. total number of applications on file as of October 1;
 2. documentation of the sample selection; and
 3. a summary of all verification activities and outcomes.
- J. Conduct a second review or independent review of all applications to ensure the applications are complete and benefits are accurately issued. This includes applications that were initially determined to be ineligible for free and reduced-price benefits (i.e. denied by the initial reviewer).
- K. Designate individuals within the LEA who are authorized to serve as liaisons in the following areas:
- Migrant Liaison;
 - Homeless/Runaway Liaison;
 - Head Start Liaison;
 - Even Start Liaison; and
 - Foster Child Liaison.

These liaisons will be authorized to provide official, accurate information to the LEA's determining official for the purpose of determining the categorical eligibility for students who meet pre-established criteria and for using this information as part of the formula to determine the LEA's Identified Student Percentage for the CEP.

- L. Designate a Hearing Official to establish and use a fair hearing procedure under which:
1. a household can appeal a decision made on the original application;
 2. a household can appeal an adverse action made because of verification of an application; and
 3. the SFA can challenge the continued eligibility of any child. During the appeal and hearing, the child who was determined to be eligible based on the application submitted will continue to receive free or reduced-price meals or free milk.

The Hearing Official must be someone not involved in the original eligibility determination. It is suggested that the Hearing Official hold a position at a higher administrative level than that of the Determining Official.

HEARING PROCEDURE

Prior to initiating the hearing procedure, the school official, the parent(s) or the guardian may request a conference to provide an opportunity for the parent(s)/guardian(s) and school official(s) to discuss the situation, present information, obtain an explanation of data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice nor diminish the right to a fair hearing.

The designated hearing official shall ensure that the hearing procedure provides the following for both the household and the LEA:

1. A publicly-announced, simple method for making an oral or written request for a hearing.
2. An opportunity to be assisted or represented by an attorney or other person.
3. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
4. Reasonable promptness and convenience in scheduling a hearing, and adequate notice as to its time and place.
5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
6. An opportunity to question or refute any testimony or other evidence and to confront and cross examine any adverse witness(s).
7. A fair hearing that will be conducted and a subsequent decision made by an official who did not participate in the original decision under appeal (or any previous conference).
8. A fair and impartial decision made by the hearing official that will be based on the oral and documentary evidence presented at the hearing and entered into the hearing record.
9. Written notification of the decision to all parties concerned and any designated representative thereof;

10. A written record, including the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official and the reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision; and,
 11. Retention of such written record must be retained for a period of three (3) years after the close of the school year to which it pertains; these records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.
- M. Submit a public/press release annually to notify the public of the process for applying for free and reduced-price meal benefits by extension, the Summer-Electronic Benefits Transfer (S-EBT) as an approved household application qualifies children on the application for S-EBT issuance through the NC Department of Health and Human Services. At such time during the course of the year the LEA is informed of major employers contemplating or experiencing large layoffs, or other conditions that would result in loss of income to households, the LEA will provide specific information about applying for free or reduced price school meal benefits to employees whose children may be enrolled in the LEA. In addition, the LEA agrees to provide such a public release whenever there is a change in eligibility criteria, unless specifically exempted from doing so. The public release must inform the household to contact the school or LEA if any student was not listed on the application.
- N. For non-CEP schools, establish written procedure(s) to collect money from children who pay for their meals and milk and to account for the number of free, reduced price, and full price and alternate meals served. The procedure described will be used so that no other child in the school will be aware of such procedure or the identity of the children receiving free or reduced-price meals or free milk. For schools participating in the CEP, establish a written procedure to count all reimbursable breakfasts, lunches, and snacks served to students at no cost. The procedure shall ensure all students enrolled in CEP schools receive meals at no cost and that only one meal or snack is claimed per student.
- O. Submit to the North Carolina Department of Public Instruction, Office of School Nutrition, 6324 Mail Service Center, Raleigh, NC 27699-6324, any revisions to the administrative procedures outlined in this policy statement before implementation. Such changes will be effective only upon approval by the department. All changes in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.

**State Board of Education
North Carolina Department of Public Instruction
Agreement to Administer the
Federally-Assisted School Nutrition Program(s)
For Local Education Agencies (LEAs)
School Year 2025-2026
Signature Page**

My signature below indicates that I understand and agree to all the terms and conditions contained in the 2025-2026 Agreement and Free and Reduced-Price Policy Statement to operate the Federally-assisted School Nutrition Program(s). We will ensure all school personnel abide with the provisions set forth in the Agreement and Policy Statement.

[Name of LEA/SFA]

[LEA/SFA Agr #]

On behalf of the Local Education Agency and School Food Authority:

Chairman, Charter School Board of Directors:

[Print]

[Signature]

[Date]

Individual responsible for managing the Charter School's School Nutrition Program:

[Print]

[Signature]

[Date]

Individual authorized to approve and sign claim for reimbursement:

[Print]

[Signature]

[Date]

On behalf of the North Carolina Department of Public Instruction / State Board of Education:

Senior Director, Office of School Nutrition:

Rachel Findley, MS, RDN, LDN

[Print]

[Signature]

[Date]

NOTE: This signature page must be provided in addition to the automated renewal of the application between the Local Education Agency (LEA), the School Food Authority (SFA) and the North Carolina State Board of Education, Department of Public Instruction, to administer the Federally-assisted School Nutrition Program(s). After completing the automated application, and carefully reading the Agreement and the Policy Statement, please **sign three copies of this document each in blue ink and return by June 18, 2025 to:**

**North Carolina Department of Public Instruction
Office of School Nutrition
6324 Mail Service Center
Raleigh, NC 27699-6324
Attn: Dana Edwards**

Local Wellness Policy Responsibility Document

According to 7 CFR 210, each local education agency (LEA) participating in the School Nutrition Program(s) must:

- Develop a Local Wellness Policy (LWP) which includes, at a minimum, goals for nutrition education, nutrition promotion, physical activity and other school-based activities to promote student wellness, nutrition guidelines for all foods available on campus during the school day consistent with Federal regulations for school meal nutrition standards and the Smart Snacks in School nutrition standards designed to promote student health and reduce childhood obesity, and policies for food and beverage marketing that restrict marketing and advertising to only those foods and beverages that meet Federal regulations for school meals nutrition standards and Smart Snacks in Schools nutrition standards.
- Involve a broad group of stakeholders – including but not limited to families, students, school food authority representatives, physical education teachers, school health professionals, the school board, school administrators, and the public - in the development, implementation, periodic review and at a minimum, a triennial assessment (includes the extent to which schools are in compliance with the LWP, the extent to which the LWP compares to model wellness policy, and describes progress made in attaining goals of the LWP) of the Local Wellness Policy; Develop a plan for measuring implementation of the Local Wellness Policy, including designation of an LEA official to maintain responsibility for Local Wellness Policy implementation, compliance and reporting to the public.
- Inform and update stakeholders and the public (including parents, students, school administrators and staff, and the community) about the content and implementation of the Local Wellness Policy.
- Designate one or more local education agency official(s) who has oversight of the ten components of Coordinated School Health with operational responsibility for ensuring that each school within the LEA complies with the Local Wellness Policy.

In North Carolina, LEAs are required to submit a copy of the current Local Wellness Policy to the NCDPI and submit any modifications to the policy to NCDPI once adopted by the local board of education. LEAs must submit the Healthy Active Children Policy Report indicating the LEA's progress towards achieving the goals as stated in the NC State Board of Education Healthy Active Children Policy and the Local Wellness Policy and conduct at least a triennial assessment to evaluate the extent to which schools are in compliance with the Local Wellness Policy, how the Local Wellness Policy compares to statutory requirements and the LEA's progress made in attaining the goals of the Local Wellness Policy and make the evaluation results available to the public.

Shining Rock Classical Academy

6/2/25

TO: Rachel Findley, MS, RDN, LDN
Senior Director, Office of School Nutrition

FROM: Joshua Morgan
Head of School

RE: Attestation of Compliance with Meal Pattern Requirements

I, Joshua Morgan, as the duly authorized representative of Shining Rock Classical Academy, do hereby attest that the aforementioned SFA and all schools under its jurisdiction operating the National School Lunch Program authorized under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq), and/or the School Breakfast Program authorized under the Child Nutrition Act of 1966 (42 U.S.C. 1773), are in compliance with the meal pattern requirements that became effective School Year 2012 – 2013 and the Child Nutrition Program Integrity Final Rule that became effective School Year 2025, as set forth in 7 CFR Part 210.10 and 220.23. In addition, for School Year 2025-2026, Shining Rock Classical Academy attests that:

- Documentation submitted for certification is representative of the ongoing meal service within the SFA;
- The minimum required food quantities for all meal components are available to students in every serving line;
- All labels and/or manufacturer specifications for food products and ingredients used to prepare school meals indicate the product specific sugar guidelines;
- The breakfast requirements set forth in 7 CFR 220.8(b) will be met (applicable only if SFA serves breakfast);
- Target 1A of sodium restrictions will be met and at least eighty (80) percent of the weekly grains in the school lunch and breakfast menu will be whole grain-rich;

- All Pre-K meals are compliant with the pre-k meal patterns set forth in 7 CFR 210.10(p) and 7 CFR 210.10(q) as applicable, using the flexibilities available under 7 CFR 210.18(1)(2) and 226.14(b).

I certify that this attestation is true and correct, and therefore, I believe Shining Rock Classical Academy is eligible for the performance-based reimbursement.

I understand that if the State Agency determines the SFA to be noncompliant with one or more of the requirements set forth in this attestation statement, fiscal action will include, deactivating the performance-based reimbursement, disallowance of meals, and/or withholding of payment. In addition, I understand that an attestation of compliance must be submitted annually to the State Agency prior to July 1 of each year through the School Year beginning July 1, 2014, to attest full compliance with the subsequent year meal pattern requirements.

School Food Authority

Submitted By

(Signature)

School Nutrition Program Administrator
Title

Date

State Agency

Received by

(Signature)

Senior Director, Office of School Nutrition
Title

Date

(Mail two (2) original copies of the Attestation of Compliance with Meal Pattern Requirements to the Raleigh Office.)

Smart Snacks Options Declaration Form* (2025-2026)

School Food Authority (SFA): Shining Rock Classical Academy SFA #: 44a
Print Name of SFA

Please choose from one of the five options described below and place an X on the corresponding line.

_____ **Option 1:** The LEA may extend the existing SBE Policy from 12:01 AM through 30 minutes after the dismissal bell rings (which prohibits the sale of foods and beverages to students in competition with the school nutrition program until 30 minutes after the dismissal bell rings.)

_____ **Option 2:** The LEA may turn all vending sales, their profits and the responsibility to sell products that meet the Smart Snacks nutrition standards over to the school nutrition department to ensure all foods and beverages sold on campus are sold only through the school nutrition program and comply with the Smart Snacks nutrition standards. Foods and beverages that meet the Smart Snacks requirements would be available through vending machines to students throughout the instructional day in locations to be determined by the LEA. Under this option, school nutrition personnel would be responsible for compliance with Federal regulations and for providing required documentation during a review.

 x **Option 3:** The LEA may purchase foods and beverages that meet the “Smart Snacks” standards from the school nutrition department; simultaneously, the LEA may also purchase the expertise and administrative services of the school nutrition department to determine which products meet the standards. The LEA may also purchase the services of the school nutrition department to maintain all required documentation (including but not limited to procurement specifications, bid awards, contracts, nutrition facts labels, allergen labels and ingredient lists) indicating all foods and beverages sold to students on in any location on the school campus including vending machines, school stores and other sales venues outside the school nutrition department meet the Smart Snacks nutrition standards. Under this option, School Nutrition Personnel will provide documentation to the LEA for use during an Administrative Review or Audit. The LEA will ultimately be responsible for demonstrating compliance with the Smart Snacks Rule. Consistent with SBE policy, under this option, foods and beverages may not be sold in competition with the school nutrition program from 12:01 AM until after the cafeteria closes for the day.

_____ **Option 4:** The LEA will be responsible for purchasing all items to be sold to students outside the school nutrition program and will be responsible for determining whether the products sold in school-owned vending machines, school stores, and other venues anywhere on the school campus comply with the Smart Snacks nutrition standards. LEA personnel will be responsible and accountable for obtaining and maintaining documentation for all purchases (including but not limited procurement specifications, bid awards, contracts, nutrition facts labels, allergen labels and ingredient lists) for each school within the LEA. Under this option, LEA personnel outside the school nutrition program will be responsible for compliance during an Administrative Review or audit. Consistent with SBE policy, under this option, foods and beverages may not be sold in competition with the school nutrition program from 12:01 AM until after the cafeteria closes for the day.

_____ **Option 5: *Combination of Options –** Please note prior approval of the SA is required if the LEA chooses a combination of options. Submit documentation to the Office of School Nutrition describing, in detail, the reason more than one options is necessary.

My signature below indicates that I understand the option chosen for the LEA and I agree to inform school personnel of the option and of their responsibilities to comply with the option.

Board Chair:

_____ [Print]

_____ [Signature]

_____ [Date]

(Keep on file at SFA Central office.)

**Agreement amendment
between the
State Board of Education, North Carolina Department of Public Instruction - and the**

(print name of LEA)

**to operate the
Community Eligibility Provision**

This Agreement amendment is between the North Carolina Department of Public Instruction/State Board of Education, hereinafter referred to as the “State Agency” (SA), and the Local Education Agency/School Food Authority (LEA/SFA) and covers the period from **July 1, 2025 to June 30, 2026**. The undersigned has the authority to enter this Agreement to participate in the Community Eligibility Provision (CEP) hereinafter referred to as the “CEP,” as authorized by Section 11(a)(1) of the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. 1759a(a)(1)) to provide an alternative to household applications for free and reduced-price meals in SFAs and schools in high poverty areas. The SFA and/or participating school(s) may cease participation in the CEP during the four-year cycle by notifying the State agency no later than June 30th of the school year prior to the year in which they want to return to traditional meal counting and claiming procedures.

A. It is mutually agreed between the State Agency and the SFA that:

1. The SFA agrees to serve all children in the participating school(s) breakfast and lunch at no cost for four (4) successive school years.
2. The SFA must have a percentage of enrolled students who were Identified Students as per the SFA Verification Summary Report or as of April 1st of the year prior to participating in CEP that is greater than or equal to 25%.
3. The LEA agrees to pay, from sources other than Federal funds, the costs of serving breakfast and lunches that are in excess of the Federal assistance received, including Federal cash reimbursement.
4. The SFA agrees not to collect free and reduced-price meal applications that will be used for meal price determination from households in participating schools in subsequent years during the period of participation in CEP.
5. The SFA agrees to maintain a total count of breakfasts and lunches served at the point of service daily by school site.
6. The SFA agrees to abide by all requirements for applying and administering the CEP as stated in Section 104(a) of the Healthy, Hunger Free Kids Act of 2010 amended section 11(a)(1) of the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. 1759a(a)(1)) and subsequent policy and guidance issued by the US Department of Agriculture.
7. The SFA agrees to follow all guidelines from the *Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility*, as published by the Food and Nutrition Service, US Department of Agriculture (2017) or most current guidance.

8. The SFA agrees to submit claims for reimbursement before the tenth of each month.

B. General Conditions

1. This Agreement amendment is non-transferable.
2. Neither the SA nor the LEA has an obligation to renew this Agreement amendment.
3. This Agreement amendment is contingent upon the availability of funds.

Signatures

On behalf of the NC Department of Public Instruction:

Rachel Findley, MS, RDN, LDN

Print Name of Senior Director, Office of School Nutrition

Signature

Date

On behalf of the LEA:

Print Name of Chairman, Charter School Board of Directors

Signature

Date

Print Name of School Nutrition Administrator

Signature

Date

This Agreement amendment does not constitute the entire Agreement between the parties with respect to subject matter thereof.

(Mail two (2) original copies of the Community Eligibility Provision (CEP) Amendment to the Raleigh Office, if applicable.)

Effective Date of Free or Reduced-Price School Meals Family Application Eligibility Determination 2025-2026

According to USDA Policy Memo, SP 11-2014; CACFP 06-2014; SFSP 11-2014, the Local Education Agency (LEA) has flexibility to establish the effective date of certification for the National School Lunch Program (NSLP), School Breakfast Program (SBP) and Special Milk Program (SMP) benefits based on household applications. LEAs exercising this flexibility must do so for all students in all participating schools and Programs.

The two possible options are shown below along with an attestation for selection of the option. Please select the option for your LEA and attest to compliance with the option selected. My signature indicates the LEA will comply with the selected option and will notify the State Agency should the school consider changing to another option.

Name of SFA: Shining Rock Classical Academy SFA#: 44a

☒ **OPTION 1**

The LEA chooses to establish the date of *submission* of the complete Free and Reduced-Price School Meals Family Application as the effective date of eligibility.

Attestation: The signature below indicates that the LEA has a method to document the date the application was submitted, such as a date stamp, and has a policy in place to refund any money paid by or on behalf of the child for a reimbursable meal or milk prior to the eligibility determination, including forgiveness of accrued debt.

Printed Name of School Nutrition Administrator	Signature	Date

☐ **OPTION 2**

The LEA chooses to establish the date of *eligibility* as the date the LEA approves the complete Free and Reduced-Price School Meals Family Application.

Attestation: The signature below indicates that the LEA has a method to document the date the application was eligible, such as a date stamp, and has a policy in place to refund any money paid by or on behalf of the child for a reimbursable meal or milk prior to the eligibility determination, including forgiveness of accrued debt.

Printed Name of School Nutrition Administrator	Signature	Date

(Mail in one (1) copy of the Effective Date of Free and Reduced-Price School Meals Household Application Eligibility Determination, if applicable.)

Shining Rock Classical Academy
PROCUREMENT PLAN
SCHOOL NUTRITION PROGRAM

The procurement plan described on the following pages (pages 1 through 21) was adopted by the Shining Rock Classical Academy Board of Education (BOE) and will be implemented effective (____ date of adoption) and from that date forward until amended. All procurement processes and activities will be consistent with the principles of free and open competition. The SFA will avoid unreasonable conditions that restrict competition. All reasonable efforts will be made to solicit bids, proposals and/or quotes from as many qualified vendors as possible; all qualified vendors are invited to respond to solicitations.

The procurement of all goods and services using School Nutrition funds will be carefully documented during each phase of the procurement process. The BOE shall award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed solicitation. The BOE will restrict awards, sub-awards and contracts with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs or activities. All parties involved in the procurement process involving School Nutrition funds will comply with a written code of ethics/conduct, which includes a conflict of interest policy. Adherence with the code of ethics/conduct and conflict of interest policies is fundamental to the integrity of the procurement process.

_____	_____
Chair, Board of Education	Date

_____	_____
Head of School	Date

Shining Rock Classical Academy

PROCUREMENT PLAN

The Shining Rock Classical Academy (hereinafter referred to as the School Food Authority (SFA) plan for procuring goods and services for use in the School Nutrition Program is described in detail herein. The plan includes all Federal food-assistance programs administered by the SFA. Adhering with the procurement plan is intended to ensure free and open competition, in an environment that promotes transparency in all transactions, documented comparability for ethical decision-making, and adequate documentation to substantiate the allowable use of School Nutrition funds.

Part I: Code of Ethics/Conduct governing the procurement of goods and services using School Nutrition Funds

1. The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Nutrition funds.
 - a. No employee, officer or agent of the Local Education Agency (LEA) shall participate in the development of a solicitation, selection of a recipient, and/or administration of a contract supported by School Nutrition funds if a conflict of interest, real or apparent, would be involved.
 - b. Conflicts of interest arise when one of the following has a financial or other interest in the contractor selected for the award:
 - i. Any employee, officer or agent of the contractor;
 - ii. Any member of the immediate family of the contractor;
 - iii. The contractor's partner; and/or
 - iv. An organization which employs or is about to employ one of the above.
 - c. Employees, officers or agents of the LEA and SFA shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. (*Note: the SFA may establish local policy indicating School Nutrition personnel may accept an unsolicited item of nominal value where the exact value is established and recorded in this procurement plan or participate in a group event where the financial interest is not significant and the event is open to all attendees or participants.)
 - d. It is acknowledged that the penalty for violation of the Code of Ethics/Conduct may include any of the following:
 - i. Reprimand by Board of Education; or
 - ii. Dismissal by Board of Education; or
 - iii. Any legal action necessary.

Part II: Procurement Methods used to Purchase Goods and Services using School Nutrition funds

A combination of formal and informal purchasing methods will be used to procure all goods and services on behalf the non-profit School Food Authority (SFA). Formal purchasing methods will include the use of an Invitation for Bid (IFB) or a Request for Proposal (RFP). As required by 2 CFR 200.317 – 200.326 and NC General Statute, Article 8, Chapter 143, formal purchasing methods will always be used for any purchase that exceeds the lesser of the State's small purchase threshold of \$90,000.00 or the SFA's board-approved small purchase or simplified acquisition threshold. For purchases below the lesser of the State's simplified acquisition threshold of \$90,000 or the board-approved simplified acquisition threshold, informal procurement procedures involving a documented Request for Quote (RFQ) will be utilized when seeking competitive pricing.

Micro-purchase procedures as defined in 2 CFR 200.320 may be used for goods or services reflecting separate or aggregate purchases in an amount equal to or less than \$10,000.00 in aggregate on an annual basis. Non-competitive negotiation or sole source procurement, is rare and requires the prior written approval of the North Carolina Department of Public Instruction (NCDPI) prior to purchase and/or contract execution. Contracts will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the base solicitation; consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources. All procurement transactions (formal, informal, sole source and emergency) will be thoroughly documented and available for review and/or audit by Federal, State and local authorities upon request.

The SFA will make all efforts to avoid the acquisition of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach, including purchases made using existing contracts that were competitively procured by the State of North Carolina and in accordance with State General Statute. Where feasible, the SFA will consider the purchase of gently-used or surplus equipment in lieu of purchasing new equipment.

Overly-prescriptive specifications will be avoided to promote competition. When it is impractical to make a clear, definitive description, a "brand name or equivalent" description will be used as a means to define a product or service. In this case, the specific features of the named brand, which must be met by contractors, must be clearly stated. In order to ensure objective contractor performance, any potential contractor that develops or drafts specifications, requirements, statements of work or other solicitation documents or resources, will be excluded from competing for such procurements. All solicitation documents will identify the specific requirements which the contractor must fulfill and any other factors that will be considered when evaluating quotes, bids, or proposals.

Formal Procurement Methods

Formal methods of procurement including an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be used for any and all purchases in excess of the SFA's simplified acquisition (or small purchase) threshold OR the State simplified acquisition (or small purchase) threshold of \$90,000.00, whichever is less.

The SFA's Simplified Acquisition Threshold is \$90,000.00: this amount will be used to determine whether formal or informal purchasing methods will be used.

Formal procurement methods will be applied on the basis of a/an:

1. Centralized or administrative office purchase
2. Individual school purchase
3. Previously competitively-procured State contract, provided Uniform Grants Guidance is included in the terms and conditions of SFA's solicitation/contract

An IFB will be used when the sole criteria for awarding a contract to the most responsive, responsible bidder is the cost of goods or services. A RFP will be used when other factors, objective and subjective, will be used to award the contract. When using an RFP, cost will be a significant factor in the contract award along with other evaluation criteria. The specific evaluation criteria will be provided as part of the original solicitation to enable all potential contractors to clearly understand the basis of the award.

Given the potential to purchase more than products and services above the SFA's Simplified Acquisition Threshold of \$90,000 in goods and services using School Nutrition funds, it will be the responsibility of Head of School or Designee to document the specific cost of a procurement to determine and document which formal procurement method will be used and the justification for doing so.

The Head of School or Designee will perform a cost analysis for every procurement action in excess of the SFA's small purchase threshold where formal procurement methods will be used; the documentation of the cost analysis will be kept on file with other procurement documents and will be subject to review and/or audit.

When a formal procurement method is required, the following procedures shall apply:

1. A public advertisement is required to solicit bids or proposals for all purchases over the Local Education Agencies (LEA) simplified acquisition (or small purchase) threshold of \$90,000.00. The announcement (advertisement or legal notice) will contain a general description of items to be purchased; specific procedures for submission of a bid or proposal; deadline for submission of sealed bids or proposals, and the address where complete specifications and bid/proposal instructions may be obtained and the contact person to whom questions may be addressed.
2. An announcement of an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be placed in the Mountaineer to publicize the intent of the School Food Authority to purchase needed items. The legal notice of advertisement for bids/proposals will be run in these media outlets for one week.
3. In an IFB or RFP, each vendor will be given an opportunity to submit a bid or proposal using the same complete, adequate and realistic specifications.
4. Specifications will be developed and provided to all potential contractors desiring to submit bids or proposals for the products or services requested. Vendors will be selected to receive the solicitation using the following methods:
 - a. Prior acceptable service with the SFA
 - b. Recommendations from similar entities
 - c. When previously requested by interested vendors
5. Any party that assists the SFA in the development of the written specifications, product descriptions or services to be provided, will be disqualified from submitting bids or proposals for such products or services. Potential vendors are prohibited from developing or assisting in the development of specifications, product descriptions or services to be provided.
6. If any potential vendor is in doubt as to the true meaning of the specifications or purchase conditions, an interpretation will be provided by Head of School or Designee. If a single vendor requests clarification on an item in an IFB, RFP, or other solicitation, a response will be provided to all potential vendors that originally requested and/or received the solicitation.
7. The IFB or RFP will clearly define the purchase conditions. The following shall be addressed in the solicitation and final contract documents:
 - a. Intent of the procurement activity
 - b. Contract period
 - c. SFA is responsible for all contracts awarded (statement)
 - d. Date, time and location of pre-bid or pre-proposal meeting (if any)
 - e. Date, time and location of bid opening and bid/proposal submission procedures with SFA contact information
 - f. How the vendor is to be informed of bid/proposal acceptance or rejection
 - g. Type of contract (i.e. fixed price with firm price for delivery, etc.)
 - h. Specific requirements potential contractor must fulfill in order for the bid or proposal to be evaluated
 - i. Statement indicating any and all bids or proposals may be rejected at the discretion of the SFA
 - j. Benefits to which the SFA will be entitled if the contractor cannot or will not perform as required in accordance with the terms and conditions of the contract
 - k. Statement regarding any contract extension or "rollover" options based upon the mutual agreement of both parties
 - l. Statement concerning any intent for piggybacking should a reasonable need emerge
 - m. Statement regarding the return of rebates, discounts and other purchase incentives to the SFA's non-profit School Nutrition account

- n. Historically Underused Businesses (HUB) Statement to involve minority businesses where possible
 - o. Remedy for non-performance/termination of contract; termination provisions and the basis for any settlement for all purchases and service contracts over \$10,000.00
 - p. Non-collusion statement
 - q. Assurance of ethical practices statement
 - r. Bid/proposal protest procedures
 - s. Provision requiring compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations required for all contracts over \$10,000.00
 - t. Instrument to be used for obtaining goods or services (such as a purchase order or other system of ordering) to be described by the SFA in detail, including how the contractor will be notified using the purchase instrument
 - u. Escalation/de-escalation clause for future contract renewal periods (should such be allowed) based on appropriate standard or cost index
 - v. Statement of assurance of protection under Civil Rights laws
 - w. Provision requiring access by duly authorized representatives of the SFA, State agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
 - x. Method of payment (invoices, statements, etc.)
 - y. Method of shipment or delivery upon contract award
 - z. Delivery schedule and delivery requirements
 - aa. Provision requiring contractor to maintain all required records for three years plus the current year (and any contract periods open as a result of unresolved matter) after final payment and all other pending matters are closed for all negotiated contracts
 - bb. Bid/proposal Certification form
 - cc. Specifications that are sufficient to obtain the exact goods or services needed, but not so detailed as to restrict competition
 - dd. Product/service specifications to include approved brand or equivalent, quantity, quality, packaging, pricing (unit and extended), procedures for documenting/pre-approving any substitutions or deviations
 - ee. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan
 - ff. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
 - gg. All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738
 - hh. Signed Certificate of Lobbying for all contracts over \$100,000.00
 - ii. Signed Statement of non-collusion
 - jj. Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)
 - kk. Provision requiring "Buy American" as outlined in Policy Memorandum 210.21-14; specific instructions for prior approval of any and all of non-domestic products
 - ll. Provision requiring the Contractor to abide with the Jessica Lunsford Act (sample language is attached with this document)
 - mm. Provision requiring the Contractor to abide with the Iran Divestment Act of 2015 (as modified).
8. The Head of School or Designee will be responsible for publicly advertising and coordinating the procurement process for all purchases using School Nutrition funds. This person will also be responsible for receiving and securing all bids, proposals, quotes and other collateral documents if indicated as part of the solicitation process.

9. The Head of School or Designee will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal regulations, State General Statutes or policies of the local Board of Education and that the Procurement Checklist shown at the end of this document will be completed for each formal procurement, signed and dated by the person named above and maintained on file with the original procurement documents.
10. The following criteria will be used to award contracts (based on bids or proposals):
 - a. Price
 - b. Prior contract performance (quality, service, etc.)
 - c. Recommendations and reference checks
11. In awarding RFP a set of award criterion in the form of a weighted objective evaluation tool will be provided to each potential vendor in the initial solicitation documents/materials. Price alone will not be the sole basis for award, but remains the primary consideration when awarding the contract. Following evaluation and competitive negotiations, a firm fixed-price contract will be awarded to the successful vendor.
12. Contracts will be awarded to the most responsible bidder/proposer whose bid or proposal is most responsive to the solicitation and is most advantageous to the SFA, price, and other factors considered. Any and all quotes, bids or proposals may be rejected at the discretion of the SFA and/or LEA or appropriate governing body.
13. The Head of School or Designee is required to sign the bid tabulation of competitive, sealed bids or the evaluation criterion score form of competitive proposals signifying a fair and impartial review and approval of the successful bidder/proposer.
14. The Head of School or Designee will annually review the SFA's Written Procurement Plan in the context of current local, State and Federal regulations to ensure compliance with applicable laws. This individual will also be responsible to update the School Nutrition Procurement Plan as often as required to reflect current Federal, State and local procurement policies.
15. The Head of School or Designee will be responsible for documentation that the actual product(s) or service(s) specified are received.
16. Any time a previously agreed-upon item is not available, the Head of School or Designee will review, select and approve the acceptable alternative. The contractor must inform the Head of School or Designee no later than 2 business days that a product is not available and that a substitute item may be considered. The Head of School or Designee shall review and approve all product/service substitutions in advance and in writing to the contractor. No product or service shall be used in the School Nutrition program that was not approved, in writing, in advance by the Head of School or Designee. In the event a non-domestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product from the School Nutrition Administrator. The Head of School or Designee will oversee compliance with the *Buy American Provision*.
17. Full documentation as to the reason an accepted item was unavailable, and to the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for preparing and maintaining this documentation is Head of School or Designee.
18. The Head of School or Designee will be responsible for maintaining all documentation of the procurement process and making documents available for review during announced and unannounced program reviews.
19. When appropriate and approved by Head of School or Designee, the SFA will exercise its option to purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract, provided Uniform Grants Guidance is included in the terms and conditions of the SFA's solicitation/contract.

Informal Procurement Procedures

1. When the cost of products or services is less than the LEA's small purchase threshold of \$10,000 or the Federal micro-purchasing threshold of \$10,000, informal purchasing procedures including the Request for Quotes (RFQ) and Micro-purchasing Procedures (MPP) will be utilized.
2. When using a RFQ, the following procedures will apply:
 - i. Clearly written specifications will be prepared and provided to each potential vendor; the SFA's approved terms and conditions will also be provided to each potential vendor.

- b. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three (3) vendors shall be contacted.
 - c. The Head of School or Designee will be responsible for communicating with potential vendors when price quotes are required.
 - d. Price quotes will receive appropriate confidentiality before awarding a contract.
 - e. Quotes will be awarded by the Head of School or Designee. Quotes awarded will be to the lowest and best quote based upon quality, service, availability, and price.
 - f. The Head of School or Designee will be responsible for documentation of procedures to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
 - g. The Head of School or Designee will be responsible for documentation that the actual product(s) or service(s) specified is received.
 - h. Any time an accepted item is not available, the Head of School or Designee will select and approve an acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
 - i. Bids will be awarded on the following criteria:
 - i. Price
 - ii. Prior contract performance (quality, service, etc.)
 - iii. Recommendations and reference checks
 - j. The Head of School or Designee is required to sign all quote tabulations, signifying a fair and equitable review and approval of the selections.
 - k. Quotes from an adequate number of qualified sources will be obtained. Where only one (1) quote is received, the district will provide written documentation as to why there were fewer than three (3) qualified quotes.
 - l. When appropriate and approved by Head of School or Designee, the SFA will purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract, provided Uniform Grants Guidance is included in the terms and conditions of the SFA's solicitation/contract.
3. When using MPP, the following will apply:
- a. The Head of School or Designee will determine whether the aggregate amount of purchases for goods and/or services does not exceed the micro-purchase threshold of (equal to or less than) \$10,000, a micro-purchasing procedure may be utilized. In so doing, the Head of School or Designee will be responsible to ensure that, under no condition, will purchases be subdivided into amounts of \$10,000 or less in order to circumvent the formal and informal purchasing requirements.
 - b. Purchase orders may be solicited without quotes if the Head of School or Designee determines such practice is consistent with micro-purchasing regulations and consistent with the SFA's written Procurement Plan.
 - c. The Head of School or Designee may purchase products and services (similar or dissimilar, purchased at once, as a single, collective unit whose aggregate cost is less than or equal to \$10,000 in a single transaction, without obtaining competitive quotes as long as the Head of School or Designee determines the price to be reasonable.
 - d. The Head of School or Designee shall ensure competition is achieved by distributing purchase transactions equitably among qualified sources where the price is reasonable.
 - e. The Head of School or Designee will document all micro-purchases on a *Micro-purchase Tracking Form*.
 - f. For purposes of micro-purchasing, a transaction shall be defined as "an occurrence in which two (2) or more entities exchange goods, services or money between or among them under an agreement formed for their mutual benefit."

- g. The Head of School or Designee agrees to contact the State agency with any questions about allowable/unallowable micro-purchases, and further agrees to maintain all documentation to substantiate micro-purchases including the following:
 - i. Rationale for using micro-purchasing;
 - ii. Estimated cost of the item/service to be procured (indicating a one-time purchase of \$10,000 or less);
 - iii. Name and address of the vendor;
 - iv. Documentation that purchases are made from a variety of potential vendors as opposed to a single vendor for the majority of micro-purchases;
 - v. All micro-purchases were approved by the Head of School or Designee prior to the initiation of a single micro-purchase.
- h. The Head of School or Designee will be responsible for the documentation of records to fully explain the decision to use micro-purchasing and to document the micro-purchasing process and outcomes. Such records will be available for audit and review.
- i. The Head of School or Designee will be responsible for documentation that the actual product or service as specified or required was purchased and received.

Sole Source of Non-competitive Procurement

When it is determined and documented that a product or service is available only from a single source and when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, sole source or non-competitive negotiation procedures will be used and the following procedures shall apply:

1. Written specifications for the product or service will be prepared by the SFA.
2. The Head of School or Designee will be responsible to prepare and issue a Request for Information (RFI) or other information collection tool to objectively determine whether the product or service, as described in the written specification, is available from one or more sources.
3. The Head of School or Designee determines the product or services specified qualifies as a sole source procurement, s/he will be responsible for reviewing the procedures to ensure all requirements for using sole source or non-competitive negotiations are met; this individual shall also be responsible for preparing appropriate documents to fully explain the decision to use the sole source procurement process, including evidence indicating the goods or services were not available from other sources. The records will be available for audit and review.
4. A member or representative of the local Board of Education or Governing Board will approve, in advance, all procurements, with the exception of product testing purchases, that result from a sole source or non-competitive negotiation.
5. The Head of School or Designee will be responsible for obtaining prior written State agency approval of the sole source or non-competitive negotiation before entering into the purchase of a good or service and will also be responsible for maintaining such documentation on file.
6. Sole source procurement may be used for one-time purchases of a new food for product testing for which there is no brand equivalent in order to obtain product samples for conducting student taste acceptance. A record of non-competitive negotiation purchase shall be maintained by the Head of School or Designee. The record of non-competitive purchases shall include, at a minimum, the following:
 - a. Item name
 - b. Dollar amount
 - c. Vendor name and address, and
 - d. Written justification for non-competitive procurement
7. The Head of School or Designee will be responsible for documentation that the actual product or service specified was received.

Emergency or “Pressing Need” Purchases

If it is necessary to make a one-time emergency procurement as a result of a serious, unforeseen event that requires an immediate response in order to obtain goods or services to continue meal service, protect students, personnel or SFA resources, for other purposes that support program accountability and integrity, an emergency purchase shall be made and a log of such purchases will be maintained by the Head of School or Designee. The following emergency procedures shall be followed:

1. All emergency procurements shall be approved by the Head of School or Designee. At a minimum, the following emergency procurement procedures shall be documented:
 - a. Reason for the emergency
 - b. Good or service required
 - c. Cost (all costs to be included, shipping, installation, warranty, etc.)
 - d. Vendor name and address
 - e. Approval of the LEA official, if required.
2. If it is necessary, in the course of a pressing need, to make an emergency purchase by means of “piggybacking” on the solicitation of another SFA, the following conditions must exist and approved procedures must be followed and appropriately documented as follows:
 - a. The SFA that originated the solicitation must have included a “piggyback provision” in the original solicitation;
 - b. Documentation that a “pressing need” exists that requires piggybacking on another SFA’s bid will be obtained;
 - c. Approval from the SFA’s governing board will be obtained and documented;
 - d. Approval from the SFA that originated the IFB will be obtained and documented;
 - e. Approval from the vendor that was awarded the Contract (as a result of the IFB) will be obtained and documented;
 - f. A public notice of the district’s *“Intent to Waive Competitive Bidding”* will be issued at least 10 days prior to the regularly scheduled governing board meeting;
 - g. Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following the public notice;
 - h. Notification to the vendor of final approval will be issued; and
 - i. A contract with the vendor will be developed.

Part III: Purchasing Cooperatives

The SFA shall be a voluntary participant in the North Carolina School Nutrition Procurement Alliance (NCPA). In doing so, the SFA shall agree to the terms and conditions established and subsequently modified by the NCPA’s elected Board of Directors. The original signed agreement between the SFA and the NCPA shall remain on file in the office of the School Nutrition Administrator. (Note: If the SFA does not participate in the NCPA, this paragraph may be deleted.)

If the SFA is a member of a different voluntary procurement group or cooperative, a description of the cooperative should be included in this area of the plan. Specific roles and responsibilities associated with cooperative membership should be provided, in detail, in this location.

If the SFA plans to engage the services of a Group Purchasing Organization (GPO), the following procedures will be implemented to ensure the GPO has been competitively procured and in accordance with Federal and State procurement requirements:

Annual audit of GPO’s purchases and services

Part IV: Additional Procurement Provisions

1. Payment will be made to the contractor when all terms and conditions of the contract have been met and verified as stipulated in the contract. (If value added features are available, payment will be based on the mutually-agreed upon value added feature. For example, if prompt payment is made, discounts, etc. are allowable.)
2. Specifications will be updated by the Head of School or Designee as products change.
3. If a product or service is not received as specified, the following procedure will be implemented:
 - a. Establish a timeline with vendor for corrective action
4. (The Title of Person) will oversee the process of managing rebates provided by a third party participant and will track all interactions with and rebates provided by said third party:
 - a. Provide written documentation to the third-party rebate provider that all rebates must accrue to the non-profit School Nutrition Account. All rebate checks must be made payable to the SFA's School Nutrition account.
 - b. Document the deposit of all rebates into the non-profit School Nutrition account.
5. The SFA will designate an individual to monitor each contract to ensure the Contractor and the SFA adhere to all terms and conditions of the contract.
6. All contracts shall result in a fixed, firm price contract and/or cost plus fixed fee contract.

Part V: Documentation and Records Retention

In all transactions except micro-purchases, the contractor shall agree to retain all invoices, records and other documents relative to the contract for a period of three (3) years after final payment plus the current year. The SFA, its authorized agents, and/or USDA auditors shall have full access to and the right to examine any of said materials during said period. The SFA shall agree to retain all books, journals, records and other documents relative to the award of the contract agreement for three (3) years after final payment. Specifically, the SFA shall maintain, at a minimum, the following documents:

- a. Written rationale for the method of procurement;
- b. A copy of the original solicitation;
- c. The selection of contract type;
- d. The bidding and negotiation history and working papers;
- e. The basis for contractor selection; and/or rejection approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
- f. The basis for award where cost or price is not the primary factor for the decision;
- g. The terms and conditions of the contract;
- h. Any and all contract amendments or modifications;
- i. Billing and payment records;
- j. Any history of any contractor claims; and
- k. Any history of any contractor breaches.

The SFA will complete the most current *School Nutrition Procurement Checklist* for all purchases using School Nutrition funds. The checklist should remain on file with the district's procurement documents as an indicator the SFA has taken all reasonable efforts to procure goods and services in a manner that is consistent with Federal regulations and policy.

Part VI: Other Procurement Requirements

1. All contractors must agree to abide with the terms and conditions of the Jessica Lunsford Act. The vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

2. The SFA will make all reasonable efforts to assure that minority businesses, women's business enterprises and labor surplus area firms are engaged in solicitations and awarded contracts when possible.
3. The SFA and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. All Contractors must agree to abide with the requirement for Criminal Background Checks. The vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on Shining Rock Classical Academy property or at Shining Rock Classical Academy events. The Contractor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. Shining Rock Classical Academy reserves the right to prohibit any individual employee of the vendor from providing services on Shining Rock Classical Academy events if Shining Rock Classical Academy determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.
 - a. All contractors must agree to abide with the IRAN DIVESTMENT ACT CERTIFICATION. N.C.G.S. 147-86.59 which requires:
 - i. Certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required when a bid is submitted; contract is entered into and when a contract is renewed:
 1. When a bid is submitted
 2. When a contract is entered into (if the certification was not already made when the vendor made its bid)
 3. When a contract is renewed or assigned
 - b. Contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.
 - c. The Iran Divestment Act of 2015 may be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_147/Article_6E.pdf ** The Act's requirements use the term "State agency." G.S. 147-86.57(7) provides that in the Act, the term "State agency" includes not only State departments, boards, commissions, executive departments, officers and institutions, but also "any political subdivision of the State" such as a Local Government Unit.
5. Should Shining Rock Classical Academy BOD determine it is in the best interest of the SFA to outsource the preparation of meals to a qualified catering company, the SFA agrees to notify the department before procuring the services of a catering company and to use the NC Department of Public Instruction's (NCDPI) RFP Template/Contract to solicit, evaluate, negotiate and contract with the successful vendor.

6. Should Shining Rock Classical Academy BOE or BOD determine it is in the best interest of the SFA to seek a for-profit Management Company to operate its non-profit School Nutrition Program, Shining Rock Classical Academy shall notify the NCDPI of its intent to outsource the program no later than six months prior to the desired date of the contract. Further, the LEA agrees to and agrees to use the solicitation/contract template required by the NCDPI and shall comply with the State and Federal guidelines for contracting with Management Companies. The BOE/BOD further agrees to appoint a qualified employee of the LEA to monitor the contract between the LEA and the Management Company on a daily basis.

Part VII: Contract Oversight

1. The Head of School or Designee shall designate an individual by name and title who will oversee each contract using School Nutrition funds to ensure all terms, conditions and deliverable are adhered to in a manner that is consistent with the contract.
2. Each contract will be monitored on a frequency that is established at the beginning of the contract period; any failure of the contractor to abide with the terms and conditions of the contract will be reported to the School Nutrition Administrator immediately and immediate, documented corrective action will be required and/or contract termination proceedings will begin.
3. The SFA alone will be responsible, in accordance with good administrative practice and sound business judgment, of the settlement of all contractual and administrative issues arising out of procurements using School Nutrition funds. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the SFA of any contractual responsibilities under its contracts.
4. It is understood by the SFA and LEA that the neither the US Department of Agriculture nor the North Carolina Department of Public Instruction will not substitute their judgment for that of the SFA and LEA unless the matter is primarily a Federal or State concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

Attachment A

Code of Ethics and/or Conflict of Interest Policy of the LEA

Shining Rock Classical Academy Board of Directors

STANDARDS OF PROFESSIONAL CONDUCT

The standards listed in this Section shall be generally accepted for the education profession and shall be the basis for State Board review of performance of professional educators. These standards shall establish mandatory prohibitions and requirements for educators. Violation of these standards shall subject an educator to investigation and disciplinary action by the SBE or LEA.

Professional educators shall adhere to the standards of professional conduct contained in this Rule. Any intentional act or omission that violates these standards is prohibited.

1. Generally recognized professional standards. The educator shall practice the professional standards of federal, state, and local governing bodies.
2. Personal conduct. The educator shall serve as a positive role model for students, parents, and the community. Because the educator is entrusted with the care and education of small children and adolescents, the educator shall demonstrate a high standard of personal character and conduct.
3. Honesty. The educator shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties including the following:
 - a. statement of professional qualifications;
 - b. application or recommendation for professional employment, promotion, or licensure;
 - c. application or recommendation for college or university admission, scholarship, grant, academic award, or similar benefit;
 - d. representation of completion of college or staff development credit;
 - e. evaluation or grading of students or personnel;
 - f. submission of financial or program compliance reports submitted to state, federal, or other governmental agencies;
 - g. submission of information in the course of an official inquiry by the employing LEA or the SBE related to facts of unprofessional conduct, provided, however, that an educator shall be given adequate notice of the allegations and may be represented by legal counsel; and
 - h. submission of information in the course of an investigation by a law enforcement agency, child protective services, or any other agency with the right to investigate, regarding school-related criminal activity; provided, however, that an educator shall be entitled to decline to give evidence to law enforcement if such evidence may tend to incriminate the educator as that term is defined by the Fifth Amendment to the U.S. Constitution.
4. Proper remunerative conduct. The educator shall not solicit current students or parents of students to purchase equipment, supplies, or services from the educator in a private remunerative capacity. An educator shall not tutor for remuneration students currently assigned to the educator's classes, unless approved by the local superintendent. An educator shall not accept any compensation, benefit, or thing of value other than the educator's regular compensation for the performance of any service that the educator is required to render in the course and scope of the educator's employment. This Rule shall not restrict performance of any overtime or supplemental services at the request of the LEA; nor shall it apply to or restrict the acceptance of gifts or tokens of minimal value offered and accepted openly from students, parents, or other persons in recognition or appreciation of service.
5. Conduct with students. The educator shall treat all students with respect. The educator shall not commit any abusive act or sexual exploitation with, to, or in the presence of a student, whether or not that student is or has been under the care or supervision of that educator, as defined below:

- a. any use of language that is considered profane, vulgar, or demeaning;
 - b. any sexual act;
 - c. any solicitation of a sexual act, whether written, verbal, or physical;
 - d. any act of child abuse, as defined by law;
 - e. any act of sexual harassment, as defined by law; and
 - f. any intentional solicitation, encouragement, or consummation of a romantic or physical relationship with a student, or any sexual contact with a student. The term "romantic relationship" shall include dating any student.
6. Confidential information. The educator shall keep in confidence personally identifiable information regarding students or their family members that has been obtained in the course of professional service, unless disclosure is required or permitted by law or professional standards, or is necessary for the personal safety of the student or others.
 7. Rights of others. The educator shall not willfully or maliciously violate the constitutional or civil rights of a student, parent/legal guardian, or colleague.
 8. Required reports. The educator shall make all reports required by Chapter 115C of the North Carolina General Statutes.
 9. Alcohol or controlled substance abuse. The educator shall not:
 - a. be under the influence of, possess, use, or consume on school premises or at a school-sponsored activity a controlled substance as defined by N.C. Gen. Stat. § 90-95, the Controlled Substances Act, without a prescription authorizing such use;
 - b. be under the influence of, possess, use, or consume an alcoholic beverage or a controlled substance on school premises or at a school-sponsored activity involving students; or
 - c. furnish alcohol or a controlled substance to any student except as indicated in the professional duties of administering legally prescribed medications.
 10. Compliance with criminal laws. The educator shall not commit any act referred to in G.S. 115C-332 and any felony under the laws of the United States or of any state.
 11. Public funds and property. The educator shall not misuse public funds or property, funds of a school-related organization, or colleague's funds. The educator shall account for funds collected from students, colleagues, or parents/legal guardians. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
 12. Scope of professional practice. The educator shall not perform any act as an employee in a position for which licensure is required by the rules of the SBE or by Chapter 115C or the North Carolina General Statutes during any period in which the educator's license has been suspended or revoked.
 13. Conduct related to ethical violations. The educator shall not directly or indirectly use or threaten to use any official authority or influence in any manner that tends to discourage, restrain, interfere with, coerce, or discriminate against any subordinate or any licensee who in good faith reports, discloses, divulges, or otherwise brings to the attention of an LEA, the SBE, or any other public agency authorized to take remedial action, any facts or information relative to actual or suspected violation of any law regulating the duties of persons serving in the public school system, including but not limited to these Rules.

Attachment B**Specific Procurement Procedures for the purchase of all goods and services by the SFA.**

Category of Items to be Purchased	Procurement Method to be Used	Method of Award (line item, bottom line, market basket etc.)	Frequency of Purchase
Food and Non-Food Supplies (over small purchase threshold)	Invitation for Bid (IFB) (formal)	Line Item	Annually
Food and Non-Food Supplies (under small purchase threshold)	Request for Quote (informal)	Bottom line	Semi-Annually or as needed
Produce	Invitation for Bid (formal)	Market Basket	Weekly, quarterly or as needed
Bread/Dairy	Invitation for Bid	Line Item	Annually
Locally grown produce (limited quantities)	Request for Quote	Bottom Line	As needed
Chemicals for Cleaning (over small purchase threshold)	Invitation for Bid	Bottom Line	Annually
Chemicals for Cleaning (under small purchase threshold)	Request for Quote	Bottom Line	Semi-Annually or as needed
Chemicals for Cleaning (over small purchase threshold)	Invitation for Bid	Line Item	Annually with option to renew based on mutual agreement of both parties
Commodity Processing	IFB	Line Item	Annually or as needed
Computer Hardware	RFQ or IFB (based on district's small purchase threshold)	Bottom Line	Every five years or as often as needed
Technology Service and Support	RFQ or IFB (based on district's small purchase threshold) OR Sole Source which must be approved, in advance, by the State agency	Based upon pre-established evaluation tool with numeric scores; awarded by an evaluation committee	Annually or as often as required for operations/maintenance contract or license

Consultant Services	RFQ or IFB (based on district's small purchase threshold OR Sole Source which must be approved in advance by the State agency)	Based upon pre-established evaluation tool with numeric scores; awarded by an evaluation committee	Annually or as often as needed for professional support and consultation
Hood Cleaning	IFB	Bottom Line	Annually, with option to renew based on mutual agreement of both parties
Equipment Replacement Parts	Micro-purchasing procedures if a one-time purchase of less than \$10,000		As needed
Uniforms	Micro-purchasing procedures if a one-time purchase of less than \$10,000; if purchase is greater than micro-purchase level and less than small purchase threshold, use RFQ. If purchase exceeds small purchase threshold, use IFB if award will be based on cost only; use RFP if other factors will be considered when awarding the Contract (NOTE: cost must be a predominate factor in the evaluation criteria)	Lowest price submitted by the most responsive, responsible bidder (IFB) OR scored evaluations if using a RFP	Annually or as needed

Note: All categories of purchases used by the SFA must be included in the table shown above.

Attachment C

Procurement Checklist

Goods/Services to be procured: _____

Procurement date: _____

Person overseeing procurement process: _____

This checklist will be used when preparing solicitation documents, conducting informal and formal procurements, evaluating bids and proposals and executing contracts that involve the use of School Nutrition Funds.

Procurement Plan:

- _____ Written procurement plan
- _____ Authorized purchaser(s) specified
- _____ Detailed procurement methods to be used (quotes, IFB, RFP, micro-purchasing, non-competitive negotiation) including detailed procedures for each purchasing method
- _____ Advertising procedures
- _____ Award method clearly described (i.e., line item, bottom line, market basket analysis or written evaluation of product/service)
- _____ Vendor notification of award/non-award of contract
- _____ Code of ethics/conflict of interest policy
- _____ Instructions for documentation and record-keeping
- _____ Assignment for Contract oversight
- _____ Assurance of compliance with all Federal procurement policies
- _____ Assurance of compliance with all State procurement policies
- _____ Other local requirements

Procurement Procedures:

- _____ Letter of invitation
- _____ Intent of procurement activity
- _____ Contract time-period
- _____ Bid/proposal/quote submission procedures (i.e. sealed bid, written, etc.)
- _____ Pre-bid/proposal meeting date/time/location (if applicable)
- _____ Bid opening date/time/location; Proposal opening procedures

- _____ Contact information
- _____ Civil Rights Statement
- _____ Other local requirements

Terms and Conditions:

- _____ Certification regarding disclosure of lobbying (\$100,000+)
- _____ Debarment/suspension certification form (\$25,000+)
- _____ Non-collusion statement
- _____ Assurance of ethical practices

Procurement Checklist (continued)

- _____ Escalation/de-escalation clause
- _____ Price determination statement (fixed, fixed with firm price for delivery, etc.)
- _____ Contract Extension or “roll-over” clause if warranted
- _____ Buy American statement and instructions
- _____ Bid/proposal protest procedures
- _____ Remedy for non-performance/termination of contract
- _____ HUB statement to involve minority business where possible
- _____ “Equal Employment Opportunity” compliance statement (\$10,000+)
- _____ Energy Policy and Conservation Act statement
- _____ Clean Air/Water Act statement (\$100,000+)
- _____ Civil Rights Act statement
- _____ Jessica Lunsford Act requirements
- _____ Return of Discounts, Credits and Rebates to SFA statement
- _____ Record retention and record access requirements (records maintained for three years (plus the current year) from final payment of contract and/or renewal; all base solicitations must be maintained for three years after the final payment on the contract)
- _____ Method of shipment/delivery requirements
- _____ Method of payment, invoices, statements, etc.
- _____ Purchase instrument to be used and how vendor will receive purchase orders
- _____ Compliance with Jessica Lunsford Act

- _____ Bid certification form
- _____ Other State or local requirements
- _____ Specifications that are sufficiently detailed to get what is needed but not so specific as to restrict competition
- _____ Product specifications (approved brand and/or equivalent)
- _____ Quantity
- _____ Quality
- _____ Packaging
- _____ Pricing (unit and extended)
- _____ Procedure for documenting/pre-approving any substitutions and/or deviations
- _____ Other local requirements

Documentation and Records:

- _____ All IFBs/RFPs/RFQs with appropriate documentation and signatures of authorized purchasers maintained on the original solicitations
- _____ Comparison charts and to document procurement decisions and contract awards
- _____ Record of public bid openings and/or proposal openings if proposals will be publicly opened
- _____ Copies of contract award/non-award letters
- _____ Copies of advertisements for solicitation of good/services
- _____ Determination/document of correct procurement method used
- _____ Evaluation of escalation/de-escalation clause
- _____ Evaluation of Contract Extension/Amendment (roll-over clause)

Procurement Checklist (continued)

- _____ Evaluation/documentation of contract re-negotiations/changes to original contract at the timelines and under the same conditions specified in the original solicitation document
- _____ Evaluation of return of discounts, credits and rebates (as applicable) and detailed procedure indicating how/when the discounts, rebates and credits would be assigned to the SFA by the contractor
- _____ Evaluation of whether procurement methods/activities are consistent with the SFA's Approved written procurement plan

_____ Evaluation of procedures for ensuring records retention requirements are met and where/how all documents pertaining to the solicitation and contract/contract amendments will be maintained

_____ Non-competitive purchases (sole source, emergency, etc.) are appropriately documented and have received approval from State agency or governing board prior to award, including purchases through means of *piggybacking* onto another SFA's solicitation document

_____ Invoices/payments for items purchased with school nutrition funds

_____ Documentation of any contractor performance or breach of contract from vendors

_____ Provision requiring the Contractor to abide with the Iran Divestment Act of 2015.

_____ Other local requirements

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) (833) 256-1665 or (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

STUDENT WELLNESS*Policy Number:* **5800x**

The board recognizes that it is essential for students to maintain their physical health and receive proper nutrition to utilize educational opportunities fully. The board further recognizes that student wellness and proper nutrition are related to a student's physical well-being, growth, development, and readiness to learn. The board is committed to providing a school environment that promotes student wellness, proper nutrition, nutrition education, and regular physical activity as part of the total learning experience. As part of that commitment, the board directs the Head of School to oversee the development, implementation, and ongoing evaluation of this policy and other school system efforts to encourage students to be healthy and active, including compliance with the State Board of Education's Healthy Active Children Policy, as further described in Section F. The Head of School may designate a school official to carry out this responsibility, referred to as the "lead wellness official."

The Head of School or designee shall provide a copy of this policy to the North Carolina Department of Public Instruction each time the board revises it.

A. SCHOOL HEALTH ADVISORY COUNCIL

The board will maintain a school health advisory council to help plan, update, implement, promote, and monitor this policy as well as address other health and nutrition issues within the school. The council serves as an advisory committee on student health issues. It works in conjunction with the lead wellness official, who is responsible for overseeing this policy and the school system's efforts to promote student and employee health and wellness in compliance with state and federal requirements.

The council is authorized to examine related research and laws, assess student needs and the current school environment, review existing board policies and administrative regulations, collaborate with appropriate community agencies and organizations, and help raise awareness about student health issues. The council may also make policy recommendations to the board related to this policy and other policies concerning student wellness. In conjunction with the lead wellness official, this policy shall be periodically reviewed and revised as needed. Additionally, the council may assist in developing a plan to measure and assess the implementation of this policy, as well as methods to inform and update the public about its content and implementation, as outlined in Sections F and G below.

The council will be composed of representatives from the school, the school nurse, and the broader community. The council should include members from each of the following groups: the school board, school administrators, physical education teachers, students, parents or guardians, and the public. The council will provide the board with information on the following areas or concerns: safe environment, physical education, health education, staff wellness, health services, mental and emotional health, nutrition services, and family and community involvement.

The council shall provide periodic reports to the board and the public regarding the status of its work. In addition, the council shall assist the lead wellness official in creating an annual report that

includes the minutes of physical activity, and the minutes of physical education and/or healthful living education received by students in the system each school year, as well as any other information required by the State Board of Education.

B. NUTRITION PROMOTION AND EDUCATION

The board believes that promoting student health and nutrition enhances readiness for learning and increases student achievement. The general goals of nutrition promotion and education are (1) to provide appropriate instruction for acquiring behaviors that contribute to a healthy lifestyle for students, and (2) to teach, encourage, and support healthy eating habits among students.

The board will provide nutrition education within the Healthful Living Standard Course of Study and following the grade-level expectations outlined in the Healthful Living Essential Standards adopted by the State Board of Education. Nutrition education should be designed to provide all students with the knowledge and skills needed to lead healthy lives. Students should learn to address nutrition-related health concerns through age-appropriate nutrition education lessons and activities.

Nutrition education and promotion should extend beyond the school environment by engaging and involving families and communities. School personnel may coordinate with local agencies and community organizations to provide students with opportunities to undertake projects related to nutrition. School personnel are responsible for disseminating and promoting consistent nutrition messages throughout the school, including classrooms, cafeterias, homes, the community, and the media.

In conjunction with the school health advisory council, the board establishes the following additional specific evidence-based goals and strategies for nutrition promotion and education. The board will periodically measure and report progress toward meeting these goals.

Primary Goal: SRCA will educate, encourage, and support healthy eating for all students of all ages.

C. NUTRITION STANDARDS AND GUIDELINES FOR ALL FOOD AND BEVERAGES AVAILABLE AT SCHOOL

Goals of School Nutrition Services: All foods available in the school during the school day that are offered to students should promote student health, reduce childhood obesity, provide a variety of nutritious meals, and foster lifelong healthy eating habits. All foods and beverages sold at school must meet the school nutrition standards, including the following:

1. School Lunch, Breakfast, and Snack Programs

Foods provided through the National School Lunch, School Breakfast, or After School Snack Programs must comply with federal and state nutrition standards. The director of the federal lunch program shall ensure that school system guidelines for reimbursable meals are not less restrictive than regulations and guidelines issued for schools in accordance with federal law.

2. Competitive Foods

All foods sold on school campuses during the school day (defined as the period from midnight through 30 minutes after the dismissal bell rings) in competition with the National School Lunch or School Breakfast Programs (“competitive foods”) must comply with the federal Smart Snacks standards. Competitive foods include items from à la carte menus, vending machines, and outside suppliers, as well as foods or beverages sold in school stores and at fundraisers. Vending machine sales also must comply with the requirements of G.S. 115C-264.2 and Eat Smart: North Carolina’s Recommended Standards for All Foods in Schools.

3. Other Foods Available on the School Campus During the School Day and After the School Day

The Head of School may establish rules for food and beverages brought from home for classroom events or parties during the school day, as well as for extracurricular activities held after the school day. The board encourages the Head of School to establish rules that are consistent with the Smart Snacks standards.

Fundraising activities that involve the sale of foods and/or beverages to students during the school day (from midnight until 30 minutes after the dismissal bell rings) must comply with the Smart Snack Rules and may not be conducted until after the end of the last lunch period.

The Head of School may establish standards for fundraising activities conducted after the school day (beginning 31 minutes after the dismissal bell rings) that involve the sale of food and/or beverages. The board encourages alternative fundraising activities, such as selling non-food items or participating in physical activities.

4. Food and Beverage Marketing

Food and beverage marketing on school campuses during the school day must meet federal and state standards.

D. PHYSICAL EDUCATION AND PHYSICAL ACTIVITY

1. Goals of the Physical Education Program

The goal of the physical education program is to promote lifelong physical activity and provide instruction in the skills and knowledge necessary for lifelong participation in physical activity. To address issues such as obesity, cardiovascular disease, and Type II diabetes, students enrolled in kindergarten through eighth grade must have the opportunity to participate in physical activity as part of the system’s physical education curriculum. The goal for elementary school is to provide 150 minutes of quality physical activity per week. The goal for middle school is to provide 225 minutes of Healthful Living Education weekly, for one semester a year, divided between health and physical education, with certified health and physical education teachers.

2. The Physical Education Course

The physical education course should foster support and guidance for being physically active, help students understand the value of being physically fit, and teach them the types of activities that contribute to overall fitness. The course is to be taught in an environment where students can learn, practice, and receive assessments on developmentally appropriate skills and knowledge as defined in the North Carolina Healthful Living Standard Course of Study. Students should be engaged in moderate to vigorous physical activity for at least fifty percent of class time.

3. Physical Activity Requirements and Goals

School personnel should strive to provide opportunities for age- and developmentally appropriate physical activity during the day for all students, enabling them to learn how to maintain a physically active lifestyle. Schools must provide a minimum of 30 minutes of moderate to vigorous physical activity daily for students in kindergarten through eighth grade. Such activity may be achieved through a regular daily physical education class as described in Sections D.1 and D.2 above, or through recess, dance, classroom energizers and/or other curriculum- based physical activity programs of at least 10 minutes duration, that, when combined, total 30 minutes of daily physical activity. The Head of School shall work with teachers to ensure that students meet the minimum physical activity requirement. The board will periodically measure and report progress toward meeting these goals. To ensure that students have ongoing opportunities for physical activity and maintain a positive attitude towards physical activity, structured and unstructured recess, as well as other physical activities, should not be taken away from students as a form of punishment. Additionally, severe and inappropriate exercise should not be used as a form of punishment for students.

E. OTHER SCHOOL-BASED ACTIVITIES TO PROMOTE WELLNESS

In addition to the standards discussed above, the board adopts the following goals for school-based activities designed to promote wellness:

1. Schools will provide a clean and safe environment for meals.
2. Students will be provided with adequate time to eat meals.
3. Drinking water will be available at all meal periods and throughout the school day.
4. Professional development will be provided for school system nutrition staff.
5. The school will utilize available funding and outside programs to enhance student wellness.
6. Food will not be used in the schools as a reward or punishment.
7. As appropriate, the goals of this wellness policy will be considered when planning all school-based activities.
8. Administrators, teachers, school nutrition personnel, students, parents or guardians, and community members will be encouraged to serve as positive role models to promote student wellness.

F. IMPLEMENTATION AND REVIEW OF POLICY

Oversight and Monitoring of Implementation and Progress. The lead wellness official, in conjunction with the school health advisory council, shall oversee the implementation of this policy and monitor systems, schools, programs, and curricula to ensure compliance with and assess progress under this policy, related policies, and established guidelines or administrative regulations. Staff members responsible for programs related to student wellness shall also report to the lead wellness official regarding the status of such programs.

Review of Policy The lead wellness official shall work with members of the school health advisory council to periodically review and update this policy based on the triennial assessment of the school system's compliance with the policy (see subsection F.4, below), progress toward meeting the policy goals, and other relevant factors. The lead wellness official shall document the review process, including participants and the method used to notify the school health advisory council and/or other stakeholders of their opportunity to participate.

Triennial Assessment Beginning with school year 2025-2026, and at least once every three years thereafter, the Head of School or designee shall report to the board and public on the system's compliance with laws and policies related to student wellness, the implementation of this policy, and progress toward meeting the goals of the policy. At a minimum, the Head of School or designee shall measure and report the following:

1. The extent to which the school complies with this policy.
2. The extent to which the board's wellness policy meets state and federal requirements, and a description of the progress made in attaining the goals of this policy.
3. The report may also include the following items:
 - a. An assessment of the school environment regarding student wellness issues.
 - b. An evaluation of the school nutrition services program.
 - c. A review of all foods and beverages sold in schools for compliance with established nutrition guidelines;
 - d. A review of guidelines for foods and drinks available, but not sold, during the school day, as described in subsection C.3, above;
 - e. Information provided in the report from the school health advisory council, as described in Section A, above; and
 - f. Suggestions for improvement to this policy or other policies or programs.

G. PUBLIC NOTIFICATION

The school system will publish contact information for the lead wellness official on its website. The lead wellness official shall assist the school health advisory council in annually informing and updating the public about this policy and its implementation.

The Head of School or designee shall make public the results of the triennial assessment described in subsection F.4 of this policy.

All information required to be reported under this section, as well as any additional information needed for public reporting, shall be widely disseminated to students, parents, and the community in an accessible and easily understandable manner, which may include posting on the school's website.

H. RECORDKEEPING

The Head of School shall maintain records to document compliance with this policy and all federal and state requirements. These records, at a minimum, must include:

1. A written copy of this policy and any updates.
2. The most recent triennial assessment for the school.
3. Documentation demonstrating:
4. The efforts to review and update this policy are described in subsection F.2 of this policy.
5. How this policy and information about the most recent triennial assessments have been made available to the public, as described in Section G;
6. Compliance with the annual reporting requirements of subsection F.3; and
7. Other efforts to involve the school health advisory council and/or other community members in the implementation of or assessment of compliance with this policy.

Legal References: Child Nutrition and WIC Reauthorization Act of 2004, 42 U.S.C. 1751; Healthy, Hunger-Free Kids Act of 2010, P.L. 111-296; National School Lunch Act, 42 U.S.C. 1751 et seq.; 7 C.F.R. 210.11, 210.12, and 210.31; G.S. 115C-264.2, -264.3; 16 N.C.A.C. 6H.0104; State Board of Education Policies SHLT-000, CHNU-002, NCAC-6H.0004; Eat Smart: North Carolina's Recommended Standards for All Foods in Schools, N.C. Department of Health and Human Services, N.C. Division of Public Health (2004)

Coversheet

Katy Ridnouer

Section: VIII. Renewal of Contracts/Retainers
Item: A. Katy Ridnouer
Purpose: Vote
Submitted by:
Related Material:
Shining Rock Classical Academy - Retainer Partnership 2025-2026.docx (1).pdf



**Shining Rock Classical Academy
Retainer Partnership 2025-2026**

Dear Allyson,

Thank you for the opportunity to continue our partnership, which will inspire additional growth, maintain compliance, and further develop the leadership capacity of Shining Rock Classical Academy. Shining Rock continues to support children and families with an education not otherwise available in Haywood County. Together, we can continue the trajectory toward the Board’s vision of success.

This contract will support Shining Rock through the following efforts:

- Continue to serve as an advisor to the School Director and the Board of Directors, including the following:
 - Ensure the timely uploading of all required documents in EpiCenter.
 - Recommend best practices, policy samples, and handbook additions.
 - Advise office staff, teachers, and others as needed.
 - Connect with experts.
- Prepare for and lead Board retreats and/or work sessions.
- Serve as a thought partner and provide counsel sessions to support the school’s leadership team and Board of Directors.
- Complete documentation and research to serve the Board and leadership team’s purposes.

This letter is a proposed partnership between Katy Ridnouer, President of KLR Partners, LLC, and Shining Rock. Katy will provide direct services to the Shining Rock organization as described below:

Direct Services:

Description	Cost	Timeline
10 Hours/Month	\$1,950/Month	June 2025-May 2026
<u>Note:</u> Direct service hours never expire.		

Payment Schedule:

- **An invoice will be sent at the end of each month.**
- **The final invoice will be sent at the end of May 2026.**

Shining Rock agrees to defend, indemnify, and hold harmless KLR Partners, LLC against any claims, demands, actions, and liabilities arising out of this agreement and not directly resulting from the negligence of KLR Partners, LLC. KLR Partners, LLC's liability to Shining Rock for any error or omission shall be limited to reimbursement of the cost of the portion of the service where the error or omission occurs. KLR Partners, LLC shall be held liable for consequential damages under no circumstances.

If any provision of this agreement shall be determined invalid, illegal, or unenforceable, that provision shall be severable from the remainder of this agreement and shall in no way affect the continuing validity, legality, or enforceability of the remaining provisions of this agreement.

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, concerning the subject matter of this agreement. An amendment or variation in the terms and conditions of this agreement shall be valid only if it is in writing and signed by both parties.

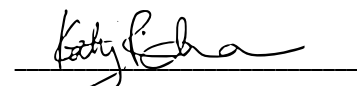
KLR Partners, LLC, represented by Katy Ridnouer, agrees to present the information, content, and material in the program described above to the best of her ability.

Department of Public Instruction Required Language:

No indebtedness of any kind, incurred or created, by the charter school shall constitute an indebtedness of the State or its political subdivisions. No indebtedness of the charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions of KLR Partners, LLC (NCGS 115C-238.29H(a)).

If you agree to these terms and outcomes, please sign the agreement and keep a copy for your records. Please scan and email a copy to me. If you have any questions or concerns, please don't hesitate to contact me.

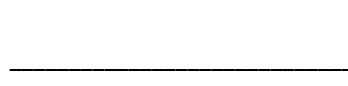
By: Katy Ridnouer, President



Co: KLR Partners, LLC

Date: June 1, 2025

By: Alyson Weimar, Board Chair



Co: Shining Rock Classical Academy

Date: _____

Coversheet

Legal council

Section:	VIII. Renewal of Contracts/Retainers
Item:	B. Legal council
Purpose:	Vote
Submitted by:	
Related Material:	Shining Rock Academy Retainer Letter-R (5.7.18) - Signed (1).pdf SR.CS.Engagement Ltr.2025.pdf



www.Lex-is.com

May 7, 2018

Via e-Mail (tkeilberg@shiningrock.org)

Ms. Tara Keilberg
Shining Rock Classical Academy
1023 Dellwood Rd
Waynesville, NC 28786

Re: Revised Engagement Letter for Legal Services Retainer – May 2018 - June 30, 2019 Term

Dear Tara,

We are honored that our firm, Lexis School Law Services (the "Firm"), has been selected as legal counsel for the Board of Directors of Shining Rock Classical Academy (the "School"). This letter contains the terms of our agreement (the "Agreement").

Before entering this Agreement, I have billed my services on an hourly basis, currently at our 2017-18 fiscal year rate of \$285 per hour. Your board has elected to retain the Firm, moving forward, under the Firm's "Platinum" Retainer Plan (the "Plan"). The basic terms of that Plan are described in the attached Retainer and Document Services information sheet. The first terms of the retainer plan will begin immediately upon Agreement execution and run through June 30, 2019. The amount due for the term is \$14,500.

Under the Plan, I will provide legal counsel at no additional charge for an *unlimited number of legal issues* during the year, for *up to four hours of my time per issue*. Should any issue exceed four hours of my time, we will invoice the School for such additional time at a 30%-discounted hourly rate.

Additional elements are as follows:

- Review of all School policies and contracts at no additional charge
- Annual school board and staff legal training
- 30% discounted fees for purchases of any of our School Policy or other Document Templates, per the attached information sheet. (Contract and other document reviews, however, are covered under the Plan; e.g., if I draft or review a vendor or employee letter or contract, there is no charge if within the four-hour limit.)
- Regarding any issues involving work performed by our associates and staff, we will bill the School at 70% of their regular rates (see hourly rates noted below)

Hourly work performed, respectively, by our professional associates (e.g., special education, HR, finance), our law clerks, our paralegals/editors, and our administrative staff is billed at 2017-18

rates of \$160, \$140, \$120, and \$80 per hour. (Again, such services for the School would be billed at 70% of the regular rate.) Any out-of-pocket expenses will be billed at cost to the Firm. For travel expenses such as mileage and meals, standard fees will apply (e.g., mileage at the existing IRS rate; meals @ \$10, \$15, and \$20, respectively). The Firm reserves the right to reasonably adjust its rates periodically based on market conditions, although rates rarely fluctuate during the fiscal year.

Please note that instances might arise, requiring special legal expertise (e.g., practice areas such as litigation, taxation/IRS matters, public finance, immigration, or real estate). Our firm has associations with other attorneys and firms throughout the state for such matters. We will consult with School officials about retaining special counsel in such instances, and if retained, their fees will be billed directly to the School or through the Firm at cost.

The Firm will normally send any invoices by e-mail to a designated School representative (e.g., the finance officer or principal). These will be due for payment upon receipt. Outstanding balances 30 days past due will be subject to monthly interest charges (currently 1% per month) and a processing fee (currently \$40 per monthly notice).

Before the end of each retainer plan year, the Firm will issue a renewal invoice. If the School wishes to continue the existing plan or an alternative plan, it merely pays the full amount for that plan pursuant to the relevant invoice.

In accordance with state law, the parties to this Agreement acknowledge that no indebtedness of any kind incurred or created by the School shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the School shall involve or be secured by faith, credit, or taxing power of the State or its political subdivisions.

If the terms of this Agreement are acceptable, please have the School's legally authorized agent sign, date and return this Agreement letter via regular mail, e-mail, or fax (duplicate and electronic copies shall be legally binding), and promptly remit payment for the enclosed revised invoice. Once the signed Agreement and payment are received, we will begin services. If you have questions, please contact me directly (919-308-4652 / hos@hoslaw.com).

Sincerely yours,



David R. Hostetler

AGREED:

Signature: _____

Date: _____

Printed Name: _____

Position: _____



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Via Email

July 18, 2025

Alyson Weimar
Aweimar@shiningrock.org
Shining Rock Classical Academy
Aweimar@shiningrock.org

Re: Engagement For Legal Services

Dear Allyson,

We are pleased that you have asked the firm to serve as counsel as set forth herein. At the outset of any engagement, we believe it is appropriate to confirm in writing the nature of the engagement and the terms of our representation, and that is the purpose of this letter. If you have any questions about this letter or any of its provisions, do not hesitate to call. Otherwise, this letter will represent the terms of our engagement. This letter will also apply to any other services that we may render at your request unless we otherwise agree in a separate engagement letter. Again, we are pleased to have the opportunity to serve you.

Client: Our client for this matter is Shining Rock Classical Academy(the “Client”).

Scope of Representation

We have been engaged to represent the Client for the purpose of advising the Client on legal matters related to its school operations, finance and governance, including but not limited to entity creation, board governance, personnel matters, parent/student matters, policies, charter law, compliance, communications with stakeholders and litigation impact, hereafter referred to as the “matter” or “engagement.” However, engagement does not include representing any individual, real estate matters, complex exceptional children matters or any litigation.

In order to represent you effectively, you must disclose fully and accurately all facts as you know them relating to the subject matter of our representation and keep us advised of all developments relating to these matters. Any opinion we may offer about the outcome of your legal matter is an expression of our legal judgment and is not a guarantee of any particular result.

Billing and Fee Policy

Our fees for this matter will be billed according to our Billing and Fee Policy outlined in Attachment A and is highlighted. As stated in that document, hourly rates are subject to periodic changes by our firm and we will provide you notice of such changes. In addition to the number of hours involved, we take into consideration other factors in determining our fees, including the urgency of the matter, the responsibility assumed, the novelty and difficulty of the legal problem involved, particular experience or knowledge provided, time limitations imposed by the client or matter, the results obtained, the benefit resulting to the client, and any



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unforeseen circumstances arising in the course of our representation. For hourly rate matters, we bill for out-of-pocket expenses, and also bill for routine copy costs, postage, and similar of expenses.

You also agree to compensate the firm at our normal hourly rates, plus expenses, for any work done by the firm and/or its outside counsel where (i) we are requested or authorized by you, or required by applicable laws or regulations, subpoena or other legal process, to produce documents or information or our attorneys or other personnel as witnesses with respect to our work for you, (ii) the firm is not a party to the legal proceeding in which the information is sought, and (iii) the request for documents, information or personnel arises out of or in connection with our work for you.

Termination of our Engagement

Our attorney-client relationship will terminate upon completion of the services we have been engaged to provide. You also have the right to terminate our services and representation at any time upon written notice (email accepted). In addition, we reserve the right to withdraw from and terminate this engagement at any time for good cause or, subject to the Rules, for any reason. Good cause may include failure to honor the terms and conditions of our engagement, including the failure to pay amounts billed, failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or render our continuing representation unlawful or unethical. In the event of a termination by you or by us, we will still be entitled to be paid for our services rendered and charges made or incurred prior to such termination, and when necessary, to facilitate an orderly transition of your matter to new counsel. After completion of our engagement, changes may occur in applicable laws and regulations that could affect your rights and liabilities. Unless we are specifically engaged after completion of our engagement to provide additional advice on such issues, the firm has no continuing obligation to give you advice with respect to any such future legal developments or future events that may pertain to your matter. If you later retain us to perform additional services, our attorney-client relationship will be renewed as agreed upon at that time.

Electronic Communication

Generally, communication made via fax, computer transmission or cellular phone are not as secure from inadvertent disclosure as other forms of communication. You acknowledge, that by furnishing us with an email address or mobile phone or fax number, your authorize us to communicate with you using this mode of communication, notwithstanding the inherent confidentiality risks.

General Waiver of Conflicts

You are aware that the firm represents many other companies, organizations, and individuals. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters may be directly or indirectly adverse to you. We agree, however, that the prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

State Indebtedness Clause

No indebtedness of any kind incurred or created by the Client shall constitute an indebtedness of the State



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or its political subdivisions and no indebtedness of the Client shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions as required by North Carolina General Statutes Section 115C-238.29H(al).

Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions or comments during the course of our representation.

Very truly yours,

Lisa Gordon Stella

The foregoing letter accurately states the terms of our engagement of The Law Office of Lisa Gordon Stella PLLC to represent the Client in connection with the matter and under the circumstances described above, including our waiver of any existing conflicts and our waiver of future conflicts.

Shining Rock Classical Academy

Date



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General School Services Offered

- Legal advice and counselling on non-profit corporate matters, employment, human relations/resource matters, policy development, board governance, strategic communication with stakeholders (board, parents, students, community), handbooks, contracts, grievances, student discipline, and compliance with charter school laws and regulations, including public records and open meetings laws.
- Student Matters: Title IX/Title VI, Office of Civil Rights complaints, student discipline, student hearings, and policies/procedures/forms/handbooks.
- Personnel Matters: FMLA, ADA, PUMP/PWFA, FLSA, independent contractors, Title VII, Title VI, Title IX, contracts, EEOC and Office of Civil Rights matters.
- Handbook/Policies, including employee and student/parent handbooks, board and school policies, operational policies.
- Contracts, including review, revise and draft vendor contracts, leases, employment contracts, contracts for independent contractors, severance and settlement agreements.
- Foundation and non-profit creation, federal non-profit filings, and charter school application assistance.
- In-House Counsel services to identify and strategically address contract, policy and human resource matters at the earliest opportunity to satisfy fiduciary duties and reduce risk.
- Legal and strategic advice on business operations, student and family matters, grievance process and hearings.
- Leadership support services, including employee/leadership recruitment, strategic personnel planning.
- Board meeting attendance and board training for new board members and ongoing periodic training for existing board members.
- Leadership and employee training for legal compliance issues such as harassment, discrimination, FLSA, ADA and FMLA.
- Special counsel services to conduct internal audits and investigations into allegations of harassment, discrimination, retaliation and misconduct.
- Dispute Resolution Services as a DRC Certified Superior Court Mediator.
- **Templates: We offer our clients any available templates (i.e., policies, contracts and forms) at no cost. When large legal changes occur, we spread the cost of updated compliance documents across our clients to reduce individual client costs.**



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Billing Rates

Hourly Rate:

- Standard Billing Rate: \$400/hour (billed in 6-minute increments).
- Planning and First year schools: \$295/hour (billed in 6-minute increments).
- School K-5: \$295/hour (billed in 6-minute increments).
- School K-8: \$305/hour (billed in 6-minute increments).
- School 9-12, K-9-K-12: \$325/hour (billed in 6-minute increments).
- *NCAPCS Member Discount.* Charter schools that are members of the North Carolina Association for Public Charter Schools, will receive an additional 5% discount.

Attendance at Board Meetings: Attendance as needed at hourly rate.

Board, Leadership or Employee Training: Same rates as above (typical training is 1-2 hours) but flat rates are available. Customized for board retreats, board orientation and employee orientation.



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BILLING AND FEE POLICY

Welcome to the Stella Law (the "Law Office") The following is a statement of the Law Office billing policy, which shall be followed in relation to the legal services agreed to be performed by the Law Office on behalf of you, "the Client."

Billing Cycle

Invoicing is generally done on a monthly basis based on services performed in the previous month, including expenses incurred on your behalf. You will be notified in writing of any changes in the billing arrangements and policies set forth in the statement in the accompanying engagement letter.

Flat Fee Billing (if applicable)

Many services such as contract review, document drafting, licensing and business entity document processing, and the like can be quoted at a flat fee rate or structured fee. Any flat fee or structured fee arrangement must be agreed upon prior to commencing the work. If no such arrangement is in place, you will be billed on an hourly basis.

Hourly Billing (if applicable)

When you become a new client, your initial bill will reflect up to one hour of expended but unbilled time. In extending this discount, you are not billed for up to one-half hour of the initial consultation and up to one-half hour of the efforts expended by preparing engagement letters, opening attorney trust account(s) in your name (if applicable), and establishing a new account in the administrative and billing systems. You will be billed for all time expended on your account above the initial discount extended to you, including without limitation, time spent during the initial consultation (as discussed above), time spent traveling, and any time spent by us in relation to your matter. Such billable time will include, for example and without limitation, time spent: in in-person meetings or telephone consultations with you or others, engaged in research, preparing documents, developing strategy, and in consultation with other professionals, etc. Your attorney may, at his discretion, discount for other services and time spent behalf of the client. All matters are billed in 6-minute increments.

Expenses

Clients may incur certain expenses in addition to the time spent on the matter. These expenses will be incorporated into your bill at cost, and would include such items as commercial messenger deliveries, postage, filing fees, transcripts, copying or document management, printing costs, travel, and related expenses such as meals and lodging.

All Out-of-pocket charges will be sent directly to you for payment or, if you prefer, a separate expense retainer account can be established for you to hold funds in an escrow account for the purpose of paying these expenses.

Expert consultants and professional service providers may be contracted by the Office on your behalf, but you will be responsible for paying their costs and expenses directly to them unless the Office has a prior arrangement to bill on their behalf. These experts and consultants will be bill you separately or broken out on your invoice from the Office.



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Payment

Please review our invoices when you receive them, so that any questions you may have are raised in a timely fashion.

Late Payments:

Payment is due on receipt and, except as expressly agreed to otherwise, is not contingent or depended on the outcome of the engagement, such as prevailing in a lawsuit or concluding a transaction. If an invoice remains unpaid after thirty days, it shall accrue interest at a rate of 12% per annum (1% percent per month) on the unpaid balance from the date due. In addition, if an invoice remains unpaid after forty-five days, a monthly charge of 3/10ths of one hour at the billing rate set forth herein may be billed for the ongoing administration of the past due account related to account maintenance, postage, and ongoing collection efforts. Such amount will be added to the invoice.

Returned Checks:

For each and any check that is returned as unpayable, you will be invoiced an administrative fee to cover the bank fees of up to fifty dollars (\$50).

Right to Terminate Representation:

At all times, your attorney reserves the right to terminate work on any matter, and to withdraw from the representation on proper notice if payment in full is not received within thirty days from the date the invoice is received. If you have any special policies with respect information you want to have included in our invoices, please advise your attorney of that as soon as possible.

Cancellations/No-Show Appointments

If you are unable to keep a scheduled appointment, please call the office at least 24 hours in advance to cancel the meeting. A no-show is when a client fails to keep a scheduled appointment. A no-show appointment will be charged the greater of a minimum of one-half hour of time, or the amount of time that was blocked off for the meeting. In the event that you have a special circumstance regarding your missed appointment, please contact the Office.

Termination

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to our professional obligations to you under applicable rules of professional conduct. After termination, you will receive a final statement for services rendered in this matter. Unless you engage your attorney after termination of this matter, there is no continuing obligation to advise you with respect to future legal developments, such as changes in the applicable laws or regulations that could have an affect on your future rights and liabilities.

Records and Files

Following the conclusion of our representation, we will keep confidential any non-public information you have supplied to us that we retain in accordance with applicable rules of professional conduct. If possible, all documents related to the file will be scanned and the Office will store the records in a secure location



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for 6 years from now. The file will then be destroyed unless you request that the file be stored for a longer period of time.

Inconsistent Statements

In the event of any inconsistency between this Policy Statement and you're written engagement letter the terms of your written engagement letter will prevail.

Client Comments

Comments about this Policy from Clients or others are always welcome. Our goal is for the manner in which we conduct business to promote an excellent attorney/client relationship. The client agrees that any forbearance offered by the Law Office regarding these terms shall not create a course of business modification to this agreement. By employing the services of this Office, the client is deemed to understand and consent to the terms of this agreement.