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# STUDENT RELATED POLICIES

## Application and Enrollment Policy and Procedures

*Approved by Evergreen Community Charter School Board of Directors 11.18.2021*

### Student Body

Evergreen Community Charter School (Evergreen) is a public, tuition-free charter school that welcomes students of any race, ethnicity or national origin. All students who are eligible for enrollment in a North Carolina public school are eligible for enrollment at Evergreen. Research shows that a diverse student body enriches the learning experience for all students by improving cognitive skills, critical thinking, problem-solving, and collaboration skills. Learning within a diverse student body prepares students for living and working in a diverse world.

### Application Process

The application period is January 1 through March 31 at 5 pm. Applications for the upcoming year will be available on our website and available at the school by the first week of January. Parents/guardians may submit applications online or mail, fax, or drop off printed applications at the school. Applications must be submitted online or “in hand” by March 31 at 5:00pm. At that time, it will be determined if we have more applications than seats available for each grade. If there are more applicants than seats available, a lottery will be held to determine admission and the waiting list. The lottery will be held during the first week of April, unless the school is closed during that time. In that case, the lottery would be held during the second week of April. This is an open meeting and everyone is welcome. Any applications that are received after the March 31 deadline, will be added to the waiting list in the order that they are received.

Applications will include boxes for applicants to indicate whether they qualify for any of the enrollment priorities listed below. Applicants may choose not to indicate if they qualify and be placed, instead, in the general lottery. Qualification will be verified by Evergreen prior to the lottery.

### Enrollment Priorities

Evergreen will follow all rules and regulations regarding enrollment priority as specified in charter school law. The following groups will have enrollment priority at Evergreen in this order:

- 1) Children of full-time Evergreen employees (not to exceed 15% of total school population).
  - a. Verification will be done via birth certificate.
- 2) Siblings of currently enrolled students. The law defines a sibling to include any of the following who reside in the same household: half siblings, step-siblings, and children residing in a family foster home.
  - a. Verification will be done via birth certificate, proof of place of residence, and/or foster home placement records.
- 3) Children of active board members in good standing who have served on the board at least one year (not to exceed 15% of total school population).
  - a. Verification will be done via birth certificate.
- 4) Children whose families are economically disadvantaged. (See [rationale](#).)

Evergreen's Board of Directors will determine the number of open seats per grade level to be reserved in the next lottery for students who are economically disadvantaged. This will be based on the current number of students in each grade who are economically disadvantaged and the goal of 30-50% of all students in each grade qualifying.

  - a. Verification will be done via documentation showing eligibility for or participation in at least one of the following:
    - i. SNAP (EBT card)
    - ii. Housing Authority resident or on waiting list (notice from HACA)
    - iii. [Free and Reduced Lunch Program](#) (paycheck stubs and any other income verification from most recent 6 months and most recent federal tax return)
    - iv. Work First, North Carolina's Temporary Assistance for the Needy Families (TANF) program
- 5) Siblings who apply to the charter school for admission beginning in the same school year, such as when a sibling was not initially admitted due to grade level capacity. The law defines a sibling to include any of the following who reside in the same household: half siblings, step-siblings, and children residing in a family foster home.
  - a. Verification will be done via birth certificate, proof of place of residence, and/or foster home placement records.

**Multiple Birth Siblings.** If multiple birth siblings apply for admission and a lottery is needed one surname shall be entered into the lottery to represent all of the multiple birth siblings applying at the same time. If that surname of the multiple birth siblings is selected, then all of the multiple birth siblings shall be admitted.

- a. Verification will be done via birth certificate.

**Verification of eligibility** can be 1) submitted upon completion of a registration form or, 2) parents/guardians can seek assistance from the school in securing and producing eligibility documents or, 3) the school will contact the parent/guardian to request and/or assist in securing the eligibility documents.

Parents/guardians are **not required to indicate eligibility** for any of the above enrollment priorities. If no eligibility is indicated on the registration form, the student will be included in the general lottery without preference or weight.

## **Lottery Process**

A computerized lottery will be held for each grade level at which the number of applicants exceeds the number of openings.

The lottery will be conducted in the following manner:

1. The lottery will take place in April and the time and place will be posted on our website by April 1<sup>st</sup>. All applicants have the right to be present and witness the drawing.
2. The official lists of all applicants by grade will be open to inspection by the applicants for a 30-minute period prior to the scheduled drawing. The names on each list will be consecutively numbered, beginning with the number "1".
3. The lottery will be conducted by an independent Certified Public Accountant or by an elected official.
4. The lottery official will activate the lottery via the online lottery program, which will generate and record results.
5. The order of entry will determine the order in which openings will be filled in each grade. When a class is full, the order of entry will form a waiting list.

## **Lottery Results**

The results of the lottery will be sent out on the day of the lottery via email and/or text message to all applicants. Applicants will be informed whether or not the child got a space or what number on the waiting list they are.

## **Right to Refuse Enrollment**

Evergreen reserves the right to refuse to enroll any student currently under a term of expulsion or suspension by his or her school until that term is over.

Evergreen reserves the right to refuse to enroll a student if a parent willingly and knowingly provided incorrect information on the application.

## **Acceptance of Offer of Enrollment**

In April, parents/guardians will have seven calendar days after the student is selected for admission to accept or decline enrollment. If the student is selected for admission in May or June, parents/guardians will have five calendar days to accept or decline enrollment. If the student is selected for admission on or after July 1, parents/guardians will have three calendar days to accept or decline enrollment. The school will make reasonable attempts to contact the parent/guardian during these time periods. If there is no response, the school reserves the right to withdraw the offer of enrollment.

### **Submission of Enrollment Forms**

Once the offer of enrollment has been accepted, the parent/guardian must submit completed enrollment forms to secure enrollment. For seats accepted before July 1, forms are due within seven calendar days of acceptance. For seats accepted July 1 or later, forms are due within two calendar days of acceptance. The school will make reasonable attempts to contact the parent/guardian during these time periods. If there is no response, the school reserves the right to withdraw the offer of enrollment.

### **First Day Attendance**

If a student has accepted enrollment at the school, but does not appear at the school on the first day, the school will make reasonable attempts to contact the parent. If there is no response from the parent within 24 hours, the school reserves the right to remove the student from their enrollment roster.

### **Admission of Retained Students**

If a student is admitted to the school for a given grade level but, after admission, is retained by his or her current school, Evergreen will honor the decision of the current school regarding appropriate grade placement. If a space is not available in the grade in which the student is retained, that student shall be put on the waiting list directly behind any children of employees, siblings of currently enrolled students and multiple birth siblings who may be on that waiting list.

### **Early Admission to Kindergarten**

*Approved by Evergreen Board of Directors 3/12/15. Revised and approved 4/11/19*

Evergreen Community Charter School strongly discourages the enrollment of students prior to age five. It is our experience and belief that children benefit from the stimulation and preparation of a preschool or less structured educational environment in their preparation for school readiness and academic/social success. If a parent chooses to apply for early admission to kindergarten, all criteria in the following policy must be met. This policy is aligned with the

NC State Board of Education Policy 16 NCAC 6E.0105, delineates the standards for early admission to kindergarten, and is stated below.

To determine the eligibility of a four-year-old child to enter kindergarten, the executive director or associate director shall confer with a committee of professional educators to consider for each child the following factors:

1. **Student Aptitude.** The child shall be precocious in academic and social development and shall score at the 98th percentile on a standard individual test of intelligence on either the Stanford-Binet or The Wechsler Preschool and Primary Scale of Intelligence administered by a licensed psychologist.
2. **Achievement.** The child shall be functioning from two to three years beyond the child's peers. The child shall score at the 98th percentile on either reading or mathematics on one or more of the following standard tests of achievement: the Woodcock-Johnson, the Test of Early Mathematics Ability (TEMA), and/or the Test of Early Reading Ability (TERA). The test must be administered by a licensed psychologist, a member of the psychologist's professional staff, or a professional educator who is trained in the use of the instrument and who has no conflict of interest in the outcome of the assessment.
3. **Performance.** The child shall be able to perform tasks well above age peers as evidenced by behaviors in one or more areas such as independent reading, problem solving skills, advanced vocabulary, and some writing fluency. The parent shall submit a sample of the child's work that shows outstanding examples of ability in any area including, but not limited to, art, mathematics, writing, dramatic play, creative productions, science, or social interactions. The executive director or associate director may also require an Evergreen Community Charter School teacher to complete an informal reading assessment of the child.
4. **Observable Student Behavior/Student Interest.** The child shall demonstrate social and developmental maturity sufficient to participate in a structured setting for a full school day. The child shall be capable of following verbal instructions and functioning independently within a group. The parent shall provide two recommendation letters with specific documentation of physical and social maturity from preschool teachers, child care workers, pediatricians, or others who have direct knowledge of the child. Useful documentation checklists include the California Preschool Competency Scale, the Harrison Scale, or any other comparable scale of early social development.
5. **Motivation/Student Interest.** The executive director or associate director shall conduct an informal interview with the child, which may include observing the student in an Evergreen Community Charter School kindergarten classroom at Evergreen, and a more structured interview with the parent to determine if the child displays a thirst for knowledge and seeks new and challenging learning situations.

Should the student be accepted through the lottery, the executive director or associate director may conditionally enroll the child for up to ninety days in order to determine whether the child is able to adjust to the school setting. The parent shall present the information required to the executive director or associate director within the first 30 calendar days of the school's instructional year. All testing shall be administered after the April 16<sup>th</sup> that follows the child's

fourth birthday. If the executive director or associate director determines that the child is not adjusting to the school setting during the first two weeks, the executive director or associate director shall invite the parent to assist in the development of intervention strategies for the child. If those strategies are not successful within the next 5 school days, the executive director may deny the request for enrollment. However, the executive director shall provide the parent at least 10 days notice before exiting the child from school so the parent may arrange child care, if needed.

Early admission to kindergarten shall not automatically result in the placement of the child in the Academically or Intellectually Gifted (AIG) Program. By the time the child has been enrolled for 90 calendar days, or at any earlier time that school officials determine that the child has adjusted satisfactorily and shall be allowed to remain in school, the AIG coordinator shall review the child's information to determine if the child shall receive gifted services. If the team determines that the child shall receive gifted services, it shall develop a differentiated education plan for the child.

## **Return-to-Learn After Concussion Plan**

A concussion is a mild form of traumatic brain injury (mTBI) that changes the way a person's brain normally works. A concussion is caused by a bump, blow, and/or a jolt to the head that may not involve physical contact. Concussions can occur with or without loss of consciousness. Signs and symptoms of a concussion can show up right after an injury or may not appear or be noticed until hours or days after the injury. The symptoms may negatively impact a student's learning, emotion regulation, or behavioral functioning in the school setting. These symptoms usually resolve in 1-2 weeks in the majority of cases, but in many cases they can linger for months. Consequently, there is a need for guidelines to support all students in their return to the educational environment after sustaining a concussion.

NORTH CAROLINA STATE BOARD OF EDUCATION

"Return-to-Learn after Concussion"

ID Number: HRS-E-001

Approved: October 1, 2015

Effective: 2016-2017 School Year

### *Policy statement:*

(a) Plan for addressing the needs of all students suffering concussions.

1) Guidelines for removal of a student from physical and mental activity when there is suspicion of concussion;

### *Evergreen's Plan*

Explanation:	Any school employee who suspects that any student has suffered a concussion or other head injury shall immediately remove the student from
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	<p>any activities that may result in a further risk of head injury (e.g., physical education, recess, athletic competition).</p>
<p>Implementation:</p>	<p>Any school employee who suspects that a student has suffered a concussion, or otherwise seriously injured their head, neck or back, will immediately remove the student from the physical activity in order to reduce the risk of further injury.</p> <p>Symptoms of a concussion:</p> <ul style="list-style-type: none"> <li>● Nausea (feeling that you might vomit)</li> <li>● Balance problems or dizziness</li> <li>● Double or fuzzy vision</li> <li>● Sensitivity to light or noise</li> <li>● Headache</li> <li>● Fatigue</li> <li>● Slower processing speed</li> <li>● Concentration, attention or memory problems</li> <li>● Confusion</li> </ul> <p>In some instances, the student should not be moved. Signs and symptoms of possible head, neck, and/or back injuries are listed below. If you observe a student experiencing even one of these symptoms, the student <b>MUST</b> immediately be removed from all participation.</p> <p>If a First Responder is available, contact him/her immediately so an evaluation can be performed. If the First Responder is not accessible, provide the following care. Note that if the student is unconscious or has an altered level of consciousness, call 911 immediately.</p> <p>Signs of Head, Neck, and Back Injuries include:</p> <ul style="list-style-type: none"> <li>● Change in consciousness</li> <li>● Severe pain or pressure in the head, neck, or back</li> <li>● Tingling or loss of sensation in the hands, fingers, feet, or toes</li> <li>● Partial or complete loss of movement of any body part</li> <li>● Unusual bumps or depressions on the head or over the spine</li> <li>● Blood or other fluids in the ears or nose</li> <li>● Heave external bleeding of the head, neck, or back</li> <li>● Seizures</li> <li>● Impaired breathing as a result of injury</li> <li>● Impaired vision (e.g., double vision) as a result of the injury</li> <li>● Nausea or vomiting</li> <li>● Persistent headache</li> <li>● Loss of balance</li> <li>● Bruising of the head, especially around the eyes or behind the ears</li> </ul> <p>Caring for Head, Neck, and Back Injuries</p>



	<ol style="list-style-type: none"> <li>1. Contact EMS immediately!</li> <li>2. Minimize movement of the head, neck, and/or back</li> <li>3. Check for consciousness and breathing.</li> <li>4. Maintain an open airway.</li> <li>5. Control any external bleeding.</li> <li>6. Keep the victim calm. Comfort and reassure them. Encourage them to stay still until help (EMS) arrive.</li> </ol>
Resources	<p>Center for Disease Control – Heads-up Program, Concussion Fact Sheet  <a href="http://www.cdc.gov/headsup/pdfs/custom/headsupconcussion_fact_sheet_for_schools.pdf">http://www.cdc.gov/headsup/pdfs/custom/headsupconcussion_fact_sheet_for_schools.pdf</a></p> <p>NC Emergency Guidelines for Schools  <a href="https://www2.ncdhhs.gov/dhsr/EMS/pdf/kids/guidelines.pdf">https://www2.ncdhhs.gov/dhsr/EMS/pdf/kids/guidelines.pdf</a></p> <p>BrainSteps Recommended Protocol  <a href="http://www.brainsteps.net/orbs/about/2_BrainSTEPS_Protocol.pdf">http://www.brainsteps.net/orbs/about/2_BrainSTEPS_Protocol.pdf</a></p>

*Policy statement:*

2) Notification procedure to education staff regarding removal from learning or play;

*Evergreen’s Plan*

Explanation:	If a student has a diagnosed concussion, then all stakeholders in the student’s education must be notified (e.g., teachers, coaches, administrators, etc.). This procedure should be in written form and accessible by all staff.
Implementation:	<p>The Director of Student Services will serve as concussion contact for the school. S/He facilitates the return to learn procedures.</p> <p>Whomever receives the initial notification of a student’s diagnosed concussion should inform the Director of Student Services (e.g., parent provides initial documentation to school receptionist, who then immediately alerts the Director of Student Services)</p> <p>Upon notification of a diagnosed concussion, the Director of Student Services immediately notifies the parent(s), teacher(s) and afterschool staff.</p> <p>Others should be notified (i.e., psychologist, coach, etc.) as needed. This written notification serves the following purposes:</p> <ul style="list-style-type: none"> <li>● Informs others of concussion</li> <li>● Includes symptoms for parent(s) and teachers to watch for</li> <li>● Asks teachers to note needed accommodations/modifications</li> <li>● Lists recommendations from physician (if available)</li> </ul>

	<ul style="list-style-type: none"> <li>● Gives directions to contact Director of Student Services with questions/concerns</li> </ul>
Resources:	<p>BrainSteps Recommended Protocol  <a href="http://brainsteps.net/_orbs/about/2_BrainSTEPS_Protocol.pdf">http://brainsteps.net/_orbs/about/2_BrainSTEPS_Protocol.pdf</a></p> <p>BrainSteps Notification Flow Chart  <a href="http://www.brainsteps.net/_orbs/about/3_Flow_chart.pdf">http://www.brainsteps.net/_orbs/about/3_Flow_chart.pdf</a></p>

*Policy statement:*

3) Expectations regarding annual medical care update from parents, medical care plan/school accommodations in the event of concussion;

*Evergreen's Plan*

Explanation:	<p><b>Annual medical care update:</b> this is explained more fully in component (d) below.</p> <p><b>Medical Care Plan/ Educational Care Plan –</b>  The Return-to-School plan may represent different levels and duration of care including, but not limited to:</p> <ul style="list-style-type: none"> <li>● monitoring of learning, emotional functioning and behavior across all school settings</li> <li>● targeted strategies to support learning and behavior - including reasonable periods of cognitive rest and physical restrictions (as guided by the medical professional involved)</li> <li>● a Medical Care Plan, or</li> <li>● other interventions, as deemed necessary for the student by the designated school-based team</li> </ul>
Implementation:	<p>If the student is experiencing difficulties due to the concussion, development of an Educational and/or Medical Care Plan would occur. It is recommended that this occur via a face-to-face meeting.</p> <ul style="list-style-type: none"> <li>- Initiation and coordination of this meeting would involve the Director of Student Services</li> <li>- Suggested participants include: teacher(s), parent(s), school counselor, medical professional.</li> <li>- Others could include the student, psychologist, coach, etc., as needed and appropriate.</li> </ul> <p><b>Medical Care Plan:</b> A document outlining the accommodations and modifications a student may need to address medical symptoms while recovering from a concussion. This plan is reviewed as often as necessary, (recommended - weekly).</p> <ul style="list-style-type: none"> <li>- The Medical Care Plan is led by the student's health care professional.</li> </ul>

	<p><b>Educational Care Plan:</b> A document outlining the supports that a student may need to address academic, emotional, and behavioral difficulties while recovering from a concussion. This plan is reviewed as often as necessary (recommended as frequently as the Medical Care Plan).</p> <p>- The Educational Care Plan is led by the Associate Director.</p>
Resources:	<p>Link to our template for <a href="#">Medical Care Plan</a></p> <p>Link to our template for <a href="#">Educational Care Plan</a></p>

*Policy statement:*

4) Delineation of requirements for safe return-to-learn or play following concussion.

*Evergreen's Plan*

Explanation:	<p>If a concussion is diagnosed by a medical care provider, then appropriate steps should be taken to address that student's learning, emotional, and behavioral needs throughout the course of recovery. The continuum of support provided could include appropriate monitoring of recovery, academic and/or functional accommodations, or temporary removal from the formal classroom environment.</p> <p>Prolonged symptoms must be addressed in a manner that matches the student's needs to the level of intervention. If the Return-to-Learn Plan (Medical Care Plan, Educational Care Plan) is found to be insufficient in meeting the needs of a student at any point during the monitoring process, the school-based Care Team should become involved in order to identify appropriate targeted interventions for the student.</p> <p>- When possible, a School Psychologist who is certified as an approved provider for assessment of TBI, should be part of this decision-making process.</p>
Implementation:	<p>The Educational Care Plan is reviewed as often as necessary, (recommended as often as the Medical Care Plan).</p> <p>As a student progresses in recovery, decrease the intensity of the accommodations and modifications until the student has been symptom free without accommodations/modifications for two or more weeks. The plan can then be discontinued.</p> <p>If an Educational Care Plan has been in place and proven insufficient in improving the educational (academic and/or functional) performance of</p>

	<p>the student, then the student should be referred to the Care Team for direct support specific to academic and/or functional needs.</p> <p>For students with existing 504 plans/IEPs, these plans are not amended unless a student demonstrates a significant need in direct relation to their concussion.</p> <p>If state testing accommodations are needed, the use of the transitory impairment procedure may be appropriate.</p>
Resources:	See Appendix A for a review of the current literature that guides return to learn timelines and decision making.

*Policy statement:*

(b) In accordance with the charter school plan, each school must appoint a team of people responsible for identifying the return-to-learn or play needs of a student who has suffered a concussion. This team may include the student, student’s parent, the principal, school nurse, school counselor, school psychologist, or other appropriate designated professional.

*Evergreen’s Plan*

Explanation:	If an Educational or Medical Care Plan is deemed necessary, this should be developed by a designated team of school-based professionals, the student’s parent(s)/guardian(s) and medical care providers in order to address the needs of that student as they progress through recovery.
Implementation:	<p>The parent/guardian, Director of Student Services and Associate Director are present in the development of the plan of care.</p> <p>The student should be invited at the team’s discretion.</p> <p>If the student’s teacher(s) cannot be present when the plan is developed, input should be gathered prior to development.</p> <p>Individuals that may also be consulted, but are not required members of the team, may include a medical professional, school counselor, psychologist and/or a coach/athletic director.</p>
Resources:	<p>Center for Disease Control – Heads up Program – Returning to School After a Concussion</p> <p><a href="http://www.cdc.gov/headsup/pdfs/schools/tbi_returning_to_school-a.pdf">http://www.cdc.gov/headsup/pdfs/schools/tbi_returning_to_school-a.pdf</a></p>

*Policy statement:*

(c) Each LEA and charter school must provide information and staff development on an annual basis to all teachers and other school personnel in order to support and assist students who have sustained a concussion in accordance with their learning and behavioral needs. This annual training should include information on concussion and other brain injuries, with a particular focus on return-to-learn issues and concerns.

*Evergreen’s Plan*

Explanation:	This annual updating will remind all school personnel of concussions and their impact on students’ school functioning, the concussion policy, and the specific procedures developed by the school to implement the state concussion policy.
Implementation:	<ul style="list-style-type: none"> <li>· Presentation contains information regarding:               <ul style="list-style-type: none"> <li>o What a concussion is and how it might manifest within the classroom</li> <li>o Roles and responsibilities of designated staff members</li> <li>o School procedures for return-to-learn</li> </ul> </li> <li>· Presentation may be provided by student services at the beginning of each school year</li> <li>· Presentation will be included in staff handbook.</li> </ul>
Resources:	<p>Link to our <a href="#">presentation</a></p> <p>Center for Disease Control - Heads-up Program:  <a href="http://www.cdc.gov/headsup/schools/index.html">http://www.cdc.gov/headsup/schools/index.html</a></p> <p>Dr. Mike Evans - Concussion management and return to learn:  <a href="https://www.youtube.com/watch?v=_55YmbIG9YM">https://www.youtube.com/watch?v=_55YmbIG9YM</a></p>

*Policy statement:*

(d) Each LEA and charter school will include in its annual student health history and emergency medical information update a question related to any head injury/concussion a student may have incurred during the past year.

*Evergreen’s Plan*

Explanation:	A system of collecting information annually must be installed by all LEAs and charter schools. Each LEA and charter school must determine how this information should be gathered and housed. If the update indicates a previously unknown head injury, this should initiate the notification process of return-to-learn procedures.
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Implementation:	On the annual student information document, a question regarding current medical needs or past history of concussion will be included.  The medical information page in PowerSchool may also be used for documentation
Resources:	Link to our <a href="#">Health History Form</a>

#### **APPENDIX A:**

##### **When to Consider Special Education Services for Children Who Sustain mTBI**

It is undeniable that the needs of students who have suffered a mild traumatic brain injury (mTBI) are not yet fully addressed in the public school system. (Gioia, Glang, & Hooper, 2015; Halstead et al., 2013; Yeates et al., 2009). Research about the trajectories of students experiencing mTBI should steer state-wide concussion management policy development. These outcomes remain somewhat controversial due to the variability in longitudinal clinical and epidemiological evidence (McKinlay, 2010; Yeates, 2010). As of yet, there is “strikingly little evidence to guide overall management of mTBI in children” (Gioia et al., 2015, p. 3). Furthermore, Carroll et al. (2004) suggested that further study is necessary to determine the optimal educational models for recovery

Although TBI is an eligibility category under IDEA legislation, its utilization remains strikingly low considering the high levels of clinical reports of TBIs in children. According to some estimates, 90% of TBI cases are mild and one in five children experience mTBI before age 16 (McKinlay, 2010). By contrast, in 2013 only .04% of IDEA children were determined eligible under the TBI category ([www.disabilitycompendium.org/statistics/special-education](http://www.disabilitycompendium.org/statistics/special-education)). In the general population the rate of long term disability varies with the severity of the TBI (Whiteneck, Cuthbert, Corrigan, & Bogner, 2014). The rate of long term disability after TBI that does NOT require hospitalization is as of yet unknown. However, evidence from across multiple studies suggests that up to 36% of people who have sustained mTBI continue to report symptoms beyond three months, post-injury (Jantz, 2015). These symptoms fall into cognitive, behavioral, and physiological deficits, but symptoms reported have a tendency to be “vague” (Jantz, 2015, p. 238). Importantly, there is no research specific to the school age population with regard to these symptoms or the rate of children whose educational impact is such to require special education services (Jantz, 2015).

This may be partially explained by the complexity of recovery in mTBI (Gioia et al., 2015). It is widely agreed upon that most symptoms are transient in nature and resolve within 3 months of injury (Carroll et al., 2004; Jantz, 2015; McKinlay, 2010; Yeates et al., 2009). Gioia, Gland, and Hooper (2015) point out that most students will need academic supports for three or fewer weeks. By contrast, there exists evidence documenting instances where symptoms do not resolve, such that this may even constitute a coherent syndrome, post-concussive syndrome (PCS) (Yeates, 2010). Research on the prevalence of post-concussive symptomology in children is limited at the current time and more longitudinal research is needed (McKinlay, 2010).

The question remains, how many students who have experienced an mTBI have subsequently been found eligible for special education? No research could be found during this brief review that fully answered this question. Some guidance documents mention timelines for referral for IEP, however. Broad consensus indicates that an IEP is reserved for issues that are considered chronic, long term, and persistent (Halstead et al., 2013; Jantz, 2015). In the context of mTBI, specifically, this would constitute symptoms that persist for 6 months. After this amount of time the initiation of Child Find obligations is necessary (Halstead et al., 2013; Jantz, 2015). Other documents were found that recommend shorter periods, however. The BrainSteps program of Pennsylvania recommends a BrainSteps team referral after 8 weeks, which may result in the recommendation of a full evaluation for an IEP. Guidance published by Georgia Department of Public Health ([choa.org/concussion](http://choa.org/concussion)) recommends an IEP evaluation after 28 days (p. 23). Due to a lack of research, it is unclear how many children who sustain mTBI are subsequently referred for IDEA eligibility. Guidance documents appear to recommend variable timelines for referral ranging from 28 days to six months. The consensus based on this limited review of the literature, that symptoms that persist longer than 6 months should be considered for IDEA eligibility. This may help to address what may be a significant underidentification of IDEA eligible people with TBI. The continued implementation of effective monitoring and school based infrastructure may potentially help our understanding and will contribute to more accurate surveillance of this critical situation in the future.

## REFERENCES

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# Allergy Policy/Procedure

*Approved by Evergreen Board of Directors 12/18/14; revised 3/19/15*

## **1.0 Purpose**

To outline clear expectations for the health and safety of the school aged child identified with life threatening allergies.

## **2.0 Policy**

Evergreen employees regularly responsible for teaching or supervising students will annually receive risk reduction training and life threatening allergy emergency training by a licensed emergency trainer.

## **3.0 Responsibilities**

The parent/legal guardian will provide medical documentation from the child's physician, identifying the life threatening allergy, reaction to the allergen stated, and an Emergency Allergy Action Plan in the event of exposure. If parental consent is given, the school will hold a 504 eligibility meeting. If the child is found eligible, then a 504 plan will be developed that includes risk reduction procedures (education), response to emergencies, and training of emergency medication administration. In the absence of a 504 plan, the school will take reasonable steps to reduce the risk of allergen exposure and follow the Emergency Allergy Action Plan including information from the physician and the parents/guardians. If the parents/guardians refuse specific risk reduction procedures for the classroom, then the parents/guardians will sign a Risk Reduction Procedures Refusal.

## **4.0 Procedures for Life Threatening Allergies**

4.1. Medical documentation of identified life threatening allergy will be provided by the parent and physician.

4.2. The school 504 team, when parent consent is given, will determine 504 classification/eligibility as stated under Section 504 of the Rehabilitation Act of 1973 and develop a 504 plan if the child is found eligible.

4.3. Life threatening allergy training will include risk reduction, identification and management of life threatening allergic reactions. All teachers, including substitute teachers and contracted after-school instructors will be provided with student specific 504 and/or risk reduction procedures, Emergency Allergy Action Plan, the location of emergency medications and names of employees with allergy training.

4.4. A written parental consent from the parent, when appropriate, will be obtained to release medical information to other personnel that includes name of person who is subject, name of agency which is releasing the information, name of person requesting the information, kind of information to be shared, signature of subject or parent, date release is signed, statement that release can be revoked at any time by subject or parent, an expiration date for termination of release, statement that the signer has a right to a copy of the release.



4.5. The Student Services Director and The 504 Coordinator will limit disclosure of confidential health information within the school to information necessary to benefit the student's health and education.

4.6. School staff will receive annual education regarding the life threatening allergen, risk reduction, reaction, and emergency management in the event of exposure.

4.7. When a child has a 504 plan, a classroom risk reduction plan will be included and implemented to reduce the risk of accidental exposure to the allergen. The plan includes but is not limited to notification of classroom parents of the need to restrict particular foods that contain the food allergen being brought into the classroom, risk reduction classroom routines such as frequent hand washing, and modifications to food related classroom activities.

Evergreen will work with parents/guardians and medical professionals to decide on a case-by-case basis whether to declare an allergen -free class or grade level or to set up an allergy safe zone in the classroom. When parents do not give consent for evaluations to develop a 504 plan, the school will form a team including the teacher and an administrator to determine the risk reduction classroom routines appropriate for the safety of the child with an allergy.

4.8. The school will post appropriate signage indicating that certain classrooms or areas are designated to be allergen free.

4.9. When securing a substitute teacher for an allergen free classroom or grade level, the teacher or associate director shall inform the substitute of the classroom/grade level restrictions and best practices.

#### 4.10. Field Trips and Overnight Trips

Student specific medical information concerning a life threatening allergy will be given to all adults attending the field trip. Activities that reasonably assist in allergen risk reduction will be implemented on the field trip.

Before field work and overnight trips the school will:

- Identify all students who have life-threatening allergies.
- Assign students with life-threatening allergies to travel with their parents/guardians or a trained staff member.
- Strategically plan all menus to avoid life threatening allergens as needed.
- Designate staff who will know where the medication is kept.
- Send written information to parents regarding life threatening allergens and food restrictions.
- Identify closest area for cell phone coverage.
- Examine best options for effective communication technology.
- Have written directions to nearest cell phone coverage and emergency services that are equipped to treat anaphylactic reactions.
- Identify a designated emergency driver(s) and vehicle(s) per student with a life threatening allergy.
- Identify teacher(s) to accompany driver and student.
- Have phone numbers (numbers of emergency contacts and parents of the student).
- Pack Epi-pens for students with known allergies.
- Prohibit food from being eaten on buses.

4.11. Best Practices for allergy and food safety will be practiced in the school:

- No daily shared snack in classes. Students will bring their own snacks.
- Wash hands using soap and water after eating products that contain life threatening allergens.
- Clean tables after food is prepared or eaten on them.
- For class or grade level potlucks, birthday parties, food sales, and projects that require food, all food will be labeled with ingredients so teachers (or students if old enough) can know what items should not be eaten by students on gluten-free diets, with specific food allergies etc. (Allergen-free classes and grades will not allow life threatening allergens in party foods.)
- School-wide potlucks, parties, food sales, and projects will strive to be free of life threatening allergens. Ingredients will be listed for all foods.
- Parents of children needing specific allergen free foods will be asked to keep a supply of allergen safe food in the classroom to be given to their child when unplanned treats are brought to the class.

4.12. The school community, including students, families and staff will be educated on allergy safety and procedures throughout the school year. Continual education and reminders will be provided at beginning of school year orientations and school wide functions/events. Written communication, as needed, will be provided in monthly school wide publications, weekly classroom communications, and on school/classroom websites. The teachers will remind parents/guardians of allergy risk reduction for the classroom and/or grade level before parties, field work and overnight trips. The school website will have links to allergy safety information and sources to find allergy free snacks/food.

**References:**

Resource Guide to Food Allergies: Children’s Hospital of Philadelphia, 2012

Creating a Food Allergy Action Plan: Kids with Food Allergy Foundation, 2012

Advocating for Students with Allergies: Allergy and Asthma Network, April 2014

## **McKinney-Vento Dispute Resolution Policy**

*Approved by Evergreen Board of Directors 1/19/2023*

### **BACKGROUND INFORMATION**

The McKinney-Vento Homeless Assistance Act (also referred to as the McKinney-Vento Act) acknowledges that disputes may arise between Public School Units (PSUs), students and their parents, or unaccompanied youth, regarding eligibility, school selection, or enrollment decisions. The McKinney-Vento Act includes dispute resolution among the required duties of the PSU homeless liaison.

Below is the McKinney-Vento Dispute Resolution Policy and Process for Evergreen Community Charter School.

PSUs should bear in mind that disputes related to eligibility, school selection or enrollment should be initiated at the request of the parent, legal guardian, or unaccompanied youth and not at the request or convenience of the PSU. Additionally, issues related to the definition of homelessness, the responsibilities of the PSU to serve homeless children and youth, and/or the explicit rights of homeless children and youth are addressed in the McKinney-Vento Act. Disputes related to eligibility, school selection, or enrollment shall be resolved within the parameters of the federal McKinney-Vento Act.

The following procedures are specified in the McKinney-Vento Act:

**Enrollment:** If a dispute arises over eligibility, school selection, or enrollment, the child shall be immediately admitted to the school in which enrollment is sought, pending resolution of the dispute. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in the school in which enrollment is sought, pending resolution of the dispute.

**Written Explanation:** The PSU must provide a written explanation of the eligibility, school selection, or enrollment decision to the parent, legal guardian, or in the case of an unaccompanied youth, to the unaccompanied youth. (The written explanation must include a description of the parent's, legal guardian's, or unaccompanied youth's right to appeal the decision.)

**Homeless Liaison:** The designated PSU homeless liaison is assigned to carry out the dispute resolution process in an expeditious manner, such that the local process is completed in **no more than 15 school business days or 30 calendar days, whichever is less.**

**Responsibility:** The PSU homeless liaison is responsible to inform the parent, legal guardian, or the unaccompanied youth of the dispute resolution process.

## OVERVIEW

When a dispute occurs regarding eligibility, school selection, or enrollment the following process must be used:

- **Level I:** The initial dispute request is made with the PSU's homeless liaison.
- **Level II:** If unresolved, the dispute moves to the PSU head administrator (Level II).
- **Level III:** If unresolved the dispute moves to the local governing Board (Level III) for review and final decision on behalf of the charter school.
- **Level IV:** If the dispute continues to be unresolved, the final appeal (Level IV) is to the NC State Coordinator for the Education for the Education of Homeless Children and Youth (EHCY). Every effort must be made to resolve the dispute at the local level before it is brought to the NC State Coordinator for the Education of Homeless Children and Youth.

## INITIATION OF THE DISPUTE RESOLUTION PROCESS

When a dispute occurs regarding eligibility, school selection, or enrollment the parent, legal guardian, or unaccompanied youth shall be informed in writing of the PSU's decision including reasons for the

decision within one (1) school business day in a language and format understandable to the parent, legal guardian or unaccompanied youth of their right to appeal the decision made by the charter school and be provided the following:

1. Written contact information for the PSU homeless liaison and State Coordinator, with a brief description of their roles.
2. A simple form that parents, legal guardians, or unaccompanied youth can complete and turn in to the school to initiate the dispute process (the school should copy the form and return the copy to the parent, legal guardian, or youth for their records when it is submitted.)
3. A written step-by-step description of how to dispute the PSU's decision.
4. Written notice of the right to enroll immediately in the school of choice pending resolution of the dispute.
5. Written notice of the right to appeal to the State Coordinator for the Education of Homeless Children and Youth if the district-level resolution is not satisfactory.
6. Written timelines for resolving district- and state-level appeals.
7. A copy of the NC Dispute Resolution Policy (hard copy or [online link](#)).

#### **Level I: PSU Homeless Liaison Communication**

**If a parent, legal guardian, or unaccompanied youth wishes to appeal the PSU's decision related to eligibility, school selection, or enrollment:**

1. The parent, legal guardian, or unaccompanied youth must file a request for dispute resolution with the PSU's homeless liaison (or to their office) either verbally or by submitting a form that initiates the dispute resolution process. The request for dispute resolution must be submitted by the parent, legal guardian or the unaccompanied youth to the homeless liaison within **two (2) school business days** of receiving the initial homeless liaison decision on enrollment, school selection, or enrollment. The parent, legal guardian, or unaccompanied youth may initiate the request directly with the school's homeless liaison. In the event that the PSU's homeless liaison is unavailable, a PSU designee may receive the parent's, legal guardian's, or unaccompanied youth's request to initiate the dispute resolution process.
2. The homeless liaison must log their receipt of the dispute, including the date and time, with a written description of the situation and the reason for the dispute, and a copy of the dispute must be forwarded to the homeless liaison's immediate supervisor and the charter school's head administrator.
3. Within **one (1) school business day** of their receipt of the complaint, the homeless liaison must make a decision on the dispute and inform the parent, legal guardian or unaccompanied youth in writing of the result. It is the responsibility of the PSU to verify the parent's, legal guardian's or unaccompanied youth's receipt of the written notification regarding the homeless liaison's Level I decision.
4. If the parent, legal guardian, or unaccompanied youth disagrees with the decision made at Level I and wishes to move the dispute resolution process forward to Level II, the parent, legal guardian, or unaccompanied youth shall notify the PSU's homeless liaison of their intent to proceed to Level II **within one (1) school business day** of receipt of notification of the Level I decision.

5. If the parent, legal guardian, or unaccompanied youth wishes to appeal the homeless liaison's Level I decision, the PSU's homeless liaison shall provide the parent, legal guardian, or unaccompanied youth with an appeals package containing:
  - a. A copy of the parent's, legal guardian's, or unaccompanied youth's dispute which was filed with the PSU's homeless liaison at Level I,
  - b. The decision rendered at Level I by the PSU homeless liaison, and
  - c. Any additional information from the parent, legal guardian, unaccompanied youth, and/or the homeless liaison.

### **Level II: PSU Superintendent Communication**

(If the dispute remains unresolved after a Level I appeal)

1. If there is a disagreement with the decision rendered by the PSU's homeless liaison at Level I, the parent, legal guardian, or unaccompanied youth may appeal the decision to the charter school's head administrator, or the head administrator designee, (the designee shall be someone other than the PSU's homeless liaison) using the appeals package provided at Level I.
2. The charter school's head administrator, or their designee, shall meet (verbally, virtually or face-to-face) with the parent, legal guardian, or unaccompanied youth. The meeting shall be **held within two (2) school business days** of the parent's, legal guardian's, or unaccompanied youth's notification to the PSU of their intent to proceed to Level II of the dispute resolution process.
3. The charter school's head administrator, or their designee, shall provide a decision in writing to the parent, legal guardian, or unaccompanied youth with supporting evidence and reasons, **within two (2) school business days** of the charter school's head administrator, or their designee's, meeting with the parent, legal guardian, or unaccompanied youth. It is the responsibility of the PSU to verify the parent's, legal guardian's, or unaccompanied youth's receipt of the written notification regarding the charter school's head administrator Level II decision.
4. A copy of the dispute package, along with the written decision made at Level II is to be shared with the PSU's homeless liaison.
5. If the parent, legal guardian, or unaccompanied youth disagrees with the decision made at Level II and wishes to move the dispute resolution process forward to Level III, the parent, legal guardian, or unaccompanied youth shall notify the PSU's homeless liaison of their intent to proceed to Level III **within two (2) school business days** of receipt of notification of the Level II decision.
6. If the dispute remains unresolved, the process then moves to Level III.

### **Level III: Local Governing Board Review**

(If the dispute remains unresolved after a Level II appeal)

1. The charter school's head administrator, with assistance from the homeless liaison, shall forward all written documentation and related paperwork to the local governing Board for review within **two (2) school business days** of notifying the parent, legal guardian, or unaccompanied youth of the decision rendered at Level II.
2. The entire dispute package including all documentation and related paperwork is to be submitted to the governing Board in one consolidated and complete package. It is the

- responsibility of the PSU to ensure that the dispute package is complete and ready for review at the time of submission to the governing Board.
3. The school board's Grievance Committee shall schedule a conference with the parent, legal guardian, or unaccompanied youth to render a final decision on behalf of the Board. The Grievance Committee shall provide a written decision **within two (2) school business days**. The Grievance Committee's decision shall be considered the final decision of the charter school for the purpose of appealing to the State Coordinator for the Education of Homeless Children and Youth. The written notification shall be provided to the parent, legal guardian, or unaccompanied youth as well as to the head administrator and the homeless liaison. Also, the notification shall contain the name and contact information for the State Coordinator for the Education of Homeless Children and Youth along with details on appeal rights of the parent, legal guardian, or unaccompanied youth.
  4. The parent, legal guardian, or unaccompanied youth have the option of filing an oral or written dispute with the State Coordinator for the Education of Homeless Children and Youth **within three (3) school business days** of receiving the Board's or Board panel's decision. The local homeless liaison shall provide the complete dispute record **within three (3) school business days** following the request of the State Coordinator for the Education of Homeless Children and Youth. The State Coordinator shall issue a final written decision to the parent, legal guardian, or unaccompanied youth and the PSU **within ten (10) school business days** following receipt of a complete dispute package. Additional details on the NC Dispute Resolution policy and the process used by the State Coordinator for the Education of Homeless Children and Youth is located [here](#).

### Dispute Resolution Terms

1. The terms "homeless," "homeless child," and "homeless student" shall mean the same as the term "homeless children and youth" as defined by 42 U.S.C. § 11434a(2). These terms shall also be deemed to include the term "unaccompanied youth."
2. "The term "unaccompanied youth" shall mean the same as defined by 42 U.S.C. § 11434a(6)
3. The term public school unit (PSU) includes local school administrative units, charter schools, lab schools, regional schools, Innovative School District schools, and Innovations Zone schools, and was formerly known as local educational agency (LEA).
4. The term "PSU dispute resolution process" shall refer to the PSU's policy on resolving complaints brought by parents, legal guardians, or unaccompanied youth regarding students experiencing homelessness. The term shall refer to appeals processes within the PSU, prior to any appeal by the parent, legal guardian, or unaccompanied youth appeals to the State Coordinator.
5. The term "local homeless liaison" shall refer to the official at each PSU, who ensures the PSU dispute resolution process for homeless children and youth is mediated in accordance with local, state, and federal policy as required by 42 U.S.C. § 11432(g)(6)(A)(vii).
6. The term "school business day" means days on which students are scheduled to be in attendance at school, according to the academic calendar adopted by the PSU.
7. The term "State Coordinator" shall refer to the staff person who carries out federally mandated duties regarding students experiencing homelessness as required by 42 U.S.C. § 11432(d)(3).
8. The term "State appeal process" shall refer to the policies the State Coordinator, PSUs, parents, legal guardians, and unaccompanied youth must follow when a parent, legal guardian, or unaccompanied youth seeks to appeal a dispute to the State Coordinator.

# FINANCE AND PROPERTY RELATED POLICIES

## Financial Procedures

*Revised –5-2010*

- I. Check Signing
  - a. Signatory authority shall be given to the Executive Director, one Associate Director, Board Treasurer, Board Chair, Board Vice-chair, and Board Secretary
  - b. The Executive Director may sign checks up to and equaling \$2,500 as long as the expenditure is an approved budget line item for that fiscal year.
  - c. Expenditures over \$2,500, or for any amount not in the approved budget for that fiscal year, require two signatures with at least one of the signatures being the Treasurer or other board member with signatory authority.
  - d. Exceptions to the above are the following:
    - i. Payroll
    - ii. Regular monthly expenses for mortgage payments
    - iii. Expenditures made to the State Health Insurance Plan on behalf of Evergreen employees
    - iv. Federal withholding deposits
    - v. NC State withholding taxes paid to the NC Dept. of Revenue
    - vi. Regular payments established by contract approved by the Board.
  - e. All signers shall have a criminal background check upon appointment as check signers and, upon request by the Board of Directors, a financial background check.
- II. Disbursement of Funds Approval
  - a. The Director shall approve all disbursements of funds at the school level.
  - b. Exceptions to the above are the following:
    - i. In case of the Executive Director's absence, the Treasurer or other board member with signatory authority have the authority to approve disbursement of funds.
    - ii. The Treasurer or other board member with signatory authority shall approve all reimbursements to the Executive Director.
    - iii. Approvals for expenditures that are or could be perceived as a conflict of interest on the part of the Executive Director shall be approved by the Treasurer or other board member with signatory authority.
  - c. All approvals shall contain the date and the authorizer's signature.**
- III. Generation of Checks
  - a. All authorized requests shall be submitted through the business manager for processing through the accounting service.
  - b. Authorized requests must include receipts or other documented monthly recurring expenditures.
  - c. Expenditures by manual checks are discouraged.
- IV. Deposits

- a. Cash and checks are received by the front office receptionist or the Business Manager. All cash and checks are counted in front of the person submitting the money and a triplicate receipt is completed. The depositor gets the white receipt and the yellow receipt is attached to the check or cash and goes in a money bag. The pink receipt remains as a permanent record in the receipt book.
  - b. Substitute receptionists do not handle money. Substitutes are to direct people to the Business Manager, or in his absence, the Administrative Assistant for Student Services or the Executive Director.
  - c. All checks received are stamped "For Deposit Only" upon receipt.
  - d. When received, cash and checks are recorded on a money log and placed in a money bag.
  - e. The money bags are kept in locked drawers. Overnight, both bags are in a locked drawer in the Executive Director's locked office.
  - f. On the day of deposit, in each other's presence, the receptionist and Business Manager count each others' cash and checks received and verify for accuracy on the receipts and money log. Any discrepancies must be rectified. The accuracy of money log is signed off by both individuals counting the money.
  - g. All the yellow receipts and the checks received by mail are organized by budget lines and logged on the deposit record. The cash is sorted by denomination and again counted for accuracy against the total of all receipts including the checks received by mail. Again, any discrepancies must be rectified.
  - h. A bank deposit slip is completed indicating cash coin and check totals, which again must match the total on the deposit record.
  - i. The Executive Director reviews the paperwork and approves the deposit.
  - j. An administrator takes the deposit to the bank and the receipt is attached to the deposit record.
  - k. A copy is made and the original is sent to the accounting service.
- V. Budget Management
- a. The Director shall meet with the Business Manager a minimum of once a week to ensure sound fiscal management.
  - b. The Director can move up to \$2,500 from one budget line to another without approval from the finance committee. Moving amounts over \$2,500 must be approved by the finance committee. Moving amounts over \$10,000 requires approval by the board.
  - c. The Director can move any amount within a budget line without approval.
  - d. The Finance Committee shall meet once or more per month to review monthly expenditures. The Finance Committee meeting shall be open to the public. Meeting dates shall be posted at least 48 hours in advance on the main office bulletin board.
  - e. The Finance Committee shall submit a quarterly report of the budget to the board along with any recommendations.
- VI. Financial Reports
- a. The Business Manager shall work with the accounting service to ensure that all state required reporting is accomplished on time.
  - b. The Business Manager shall work with the accounting service to ensure that all the required auditing is contracted and accomplished within the required time frames. The annual audit must be completed by October 31 for the preceding fiscal year and submitted to DPI by standard accounting procedures.



- c. The School contracts with an accounting service to attend all state required financial meetings to ensure retrieval of updated financial requirements.
- VII. Petty Cash
  - a. The use of Petty Cash is allowed at the discretion of the Business Manager in cases of emergency or minor reimbursements under \$25.
  - b. Petty Cash fund is \$1000.
  - c. Petty Cash is to be reconciled each Friday.
  - d. Petty Cash fund shall be replenished when it drops below \$50.
  - e. Petty Cash expenditures shall be coded to their correct expense code each time the Petty Cash fund is replenished.
  - f. A signed receipt, approved by the Business Manager, Director or an Associate Director is necessary for a Petty Cash reimbursement.
  - g. A signed request, approved by the Business Manager, Director or an Associate Director is necessary for a Petty Cash advance for purchasing school items.
  - h. An individual is responsible for any Petty Cash funds received until an approved receipt is turned in.
  - i. The Petty Cash fund shall be under the control and responsibility of the Business Manager.
- VIII. Credit Card
  - a. The school holds one credit card account with Carolina First with two cards issued. One cardholder is the Executive Director and the other is the Business Manager.?
  - b. Credit cards are stored in locked drawers.
  - c. The credit limit is \$5,000.
- IX. Donations
  - a. Donations of checks and cash shall be handled as described in Section IV.
  - b. Special requests of donors shall be made to the Director and reported to the board.
  - c. Donors shall receive a written "thank you" from the school.

## Allowable Cost Policy/Procedure

*Approved 8.23.18*

[§200.302\(b\)\(7\)](#) LEA/CHARTER will maintain written procedures for determining allowability of costs. When determining how Evergreen Community Charter School will spend grant funds, the Exceptional Children/504 Program Coordinator or Associate Director 5-8 will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed goods or services. All expenditures made with federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474, and 2 CFR Part 200. The the Exceptional Children/504 Program Coordinator or Associate Director 5-8 must consider the following factors when making an allowability determination:

- [§200.403\(a\)](#) - Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- [§200.403\(b\)](#) - Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.

- [§200.403\(c\)](#) - Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of Evergreen Community Charter School.
- [§200.403\(d\)](#) - Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- [§200.403\(e\)](#) - Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.
- [§200.403\(f\)](#) - Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.
- [§200.403\(g\)](#) - Be adequately documented.

Necessary Costs: Necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. It means it is vital or required in order to meet the objectives of the grant or for the grant to be successful. Necessary does not mean “nice to have,” which means it is not necessary to accomplish the objectives of the program in that it is not vital or required for the success of the program.

A key aspect in determining whether a cost is necessary is whether Evergreen Community Charter School can demonstrate that the cost addresses an existing need and can prove it. For example, Evergreen Community Charter School may deem a language skills software program necessary for a limited English proficiency program.

When determining whether a cost is necessary, Evergreen Community Charter School considers:

- Whether the cost is needed for the proper and efficient performance of the grant program;
- Whether the cost is identified in the approved budget or application;
- Whether there is an educational benefit associated with the cost;
- Whether the cost aligns with identified needs based on results and findings from a needs assessment; and
- Whether the cost addresses program goals and objectives and is based on program data.

Reasonable Costs [§200.404](#) - A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of Evergreen Community Charter School or the proper and efficient performance of the Federal award.

- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to Evergreen Community Charter School, its employees, where applicable its students or membership, the public at large, and the Federal Government.
- Whether Evergreen Community Charter School significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

Allocable Costs [§200.405](#) - A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received.

This standard is met if the cost:

- Is incurred specifically for the Federal award;
- Benefits both the Federal award and other work of Evergreen Community Charter School and can be distributed in proportions that may be approximated using reasonable methods; and
- Is necessary to the overall operation of Evergreen Community Charter School and is assignable in part to the Federal award.

## **Purchasing Policy for the Expenditure of Federal Funds**

*Approved 8.23.18, Revised 6/15/2023*

All purchases of equipment, materials and supplies will be made in accordance with all applicable laws and regulations, Board policy and any school purchasing procedures. All employees involved in purchasing are expected to be familiar with these requirements.

The Business Manager will ensure that written specifications for desired products are descriptive, clear and incorporate the quality requirements and service needs of Evergreen Community Charter School.

Only an authorized purchaser may purchase on behalf of the school. All purchases shall be approved by the Business Manager or Executive Director for purchases less than \$2,500 and by the Executive Director and the Business Manager for purchase greater than \$2,500.

Equipment, materials and supplies WITH THE EXCEPTION OF PURCHASES USING SCHOOL NUTRITION FUNDS are purchased in accordance with the following requirements.

- Evergreen Community Charter School will not use Federal Funds for purchases greater than \$25,000.
- Evergreen Community Charter School will not use Federal Funds for the acquisition of contracted services
- Existing materials or goods shall be reused and repurposed whenever practicable. Evergreen will purchase only those items and services that are required to perform its mission and/or fill a bona fide need. Purchases are made using best value contracting which includes assessing the best value considering alignment with school values, quality, performance, and price. Evergreen will use sound business practices for purchases less than \$25,000.
- Purchases for Less than \$5,000
  - Micro Purchases § 200.67 - Acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$2,500. Micro-purchases may be awarded without soliciting competitive quotations but must be distributed equitably among qualified suppliers. Equitability will be ensured through maintenance and use of various catalogs and requests for good or services, and solicitation to various vendors, especially small, minority women-owned businesses and labor surplus area firms.
  - Purchases for equipment, materials and supplies costing less than \$5,000, but more than \$3,000, will be made under conditions which foster competition among potential vendors. Purchase decisions should be made after considering price, quality, suitability for specified need and timeliness of delivery and performance.

Purchases using School Nutrition Funds will be made according to Evergreen's School Food Authority Procurement Plan.

## **SCHOOL FOOD AUTHORITY PROCUREMENT PLAN**

The procurement plan described on the following pages (pages 1 through 24) was adopted by the **Evergreen Community Charter School** Board of Directors (BOD) and will be implemented effective July 1, 2023 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 BOD shall award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed solicitation. The BOD 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 Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

### **Evergreen Community Charter School - School Food Authority PROCUREMENT PLAN**

The Evergreen Community Charter School - School Food Authority, herein after 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**

- A. The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Nutrition funds.
  - 1. 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.
  - 2. Conflicts of interest arise when a member of the LEA or SFA has a financial or other interest in the contractor selected for the award, conflicts of interest would include:
    - a. Any employee, officer or agent of the contractor;
    - b. Any member of the immediate family of the contractor;
    - c. The contractor's partner; and/or

- d. An organization which employs or is about to employ one of the above.
- 3. 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.)
- 4. It is acknowledged that the penalty for violation of the Code of Ethics/Conduct may include any of the following:
  - a. Reprimand by Board of Education; or
  - b. Dismissal by Board of Education; or
  - c. Any legal action necessary.
- B. Evergreen Community Charter School's Code of Ethics and Conflict of Interest Policies are shown in Attachment A.

**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 of 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 of \$90,000 for SFA purchases, 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.

#### **A. 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:

- Centralized or administrative office purchase
- Individual school purchase
- Multi-School systems purchases
- Previously competitively-procured State contract
- Combination of above (specify):
- Other \_\_\_\_\_

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 products and services above the SFA's Simplified Acquisition Threshold of \$90,000.00, using School Nutrition funds, it will be the responsibility of Nutrition Director to document the specific cost of a purchase to determine and document which formal procurement method will be used and the justification for doing so.

The Nutrition Director will perform a cost analysis for every procurement action in excess of the SFA's simplified acquisition 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 Agency's (LEA) simplified acquisition (or small purchase) threshold of \$90,000. 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.

An announcement of an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be placed on the school's website for at least one week to publicize the intent of the School Food Authority to purchase needed items.

2. 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.
3. 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. Local vendors
  - c. Prior acceptable service with other SFAs
  - d. Historically Underutilized Businesses (HUB)

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.

4. If any potential vendor is in doubt as to the true meaning of the specifications or purchase conditions, an interpretation will be provided by the Nutrition Director. 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.

5. 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 SP 38 - 2017; 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 indicating the SFA has complied with the Iran Divestment Act of 2015 (as modified).and has provided documentation the SFA is not doing business with an entity that does business with Iran.

6. The Nutrition Director will be responsible for publicly advertising and coordinating the procurement process for all purchases using School Nutrition funds. The Nutrition Director will be responsible for receiving and securing all bids, proposals, quotes and other collateral documents if indicated as part of the solicitation process.

7. The Nutrition Director will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal regulations and State General Statutes 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.
8. The following criteria will be used to award contracts (based on bids or proposals):
  - a. Price
  - b. Prior contract performance (quality, service, etc.)
  - c. Principles and practices reflect the values of the school
9. 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.
10. 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.
11. The Business Manager 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.
12. The Nutrition Director 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.
13. The Nutrition Director will be responsible for documentation that the actual product(s) or service(s) specified are received.
14. The Nutrition Director will oversee compliance with the *Buy American Provision* to ensure that all procurement transactions for food when funds are used from the nonprofit School Nutrition account, whether directly by an SFA or on its behalf, must comply with the *Buy American Provision*. The SFA will include requirements of the *Buy American Provision* in documented procurement procedures, and in all procurement solicitations and contracts, including domestic requirements in bid specifications and will monitor the resulting contract to ensure non-domestic products are not substituted without prior approval of the SFA official Nutrition Director authorized to determine

whether the non-domestic item complies with the exemptions of the Buy American Provision.

15. Any time a previously agreed-upon item is not available, the Nutrition Director will review, select and approve the acceptable alternate. The contractor must inform Nutrition Director no later than the day prior to delivery that a product is not available and that a substitute item may be considered. The Nutrition Director 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 Nutrition Director. 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.
16. Full documentation as to the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for preparing and maintaining this documentation is Nutrition Director.
17. The Nutrition Director will be responsible for maintaining all documentation of the procurement process and making documents available for review during announced and unannounced program reviews.
18. When appropriate and approved by Nutrition Director, 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.

## **B. Informal Procurement Procedures**

1. When the cost of products or services is less than the LEA's small purchase threshold of \$90,000 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:
  - a. 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 Nutrition Director 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 Nutrition Director. Quotes awarded will be to the lowest and best quote based upon quality, service, availability, price, and providers whose principles and practices reflect the values of the school.
  - f. The Nutrition Director 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 Nutrition Director 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 Nutrition Director will select and approve an acceptable alternative. 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. Quality of product
    - iii. Responsiveness
    - iv. Prior contract performance
    - v. principles and practices reflect the values of the school
  - j. The Nutrition Director 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 Nutrition Director 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.
3. When using MPP, the following will apply:
- a. The Nutrition Director 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 Nutrition Director will be responsible to ensure that, under no condition, will purchases be sub-divided 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 Nutrition Director determines such practice is consistent with micro-purchasing regulations and consistent with the SFA's written Procurement Plan.
  - c. The Nutrition Director 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 \$3,500 in a single transaction, without obtaining competitive quotes as long as the Nutrition Director determines the price to be reasonable.

- d. The Nutrition Director shall ensure competition is achieved by distributing purchase transactions equitably among qualified sources where the price is reasonable. The Nutrition Director will document all micro-purchases on a *Micro-purchase Tracking Form*.
- e. 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.”
- f. The Nutrition Director 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 Nutrition Director prior to the initiation of a single micro-purchase.
    - a.
- g. The Nutrition Director 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.
- h. The Nutrition Director will be responsible for documentation that the actual product or service as specified or required was purchased and received.

**B. 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 Nutrition Director 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 Nutrition Director 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. Nutrition Director 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.
5. 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 Nutrition Director. 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
6. The Nutrition Director will be responsible for documentation that the actual product or service specified was received.

### **C. 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 Nutrition Director. The following emergency procedures shall be followed:

1. All emergency procurements shall be approved by the Nutrition Director. 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.

### **Part III: Purchasing Cooperatives**

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:

NA

### **Part IV: Additional Procurement Provisions**

1. In order to evaluate a new product, the following methods will be used:
  - a. Product label will be inspected for nutrition information and compliance with NSLP requirements including Smart Snacks
  - b. Taste tests by staff
  - c. When appropriate, taste tests by students
2. 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.)
3. Specifications will be updated by Nutrition Director as products change.
4. If a product or service is not received as specified, the following procedure will be implemented:
  - a. remove product from service
  - b. contact vendor for approved alternate product
  - c. Return products to vendor
5. If the SFA chooses to use the services of an entity to maximize allowable rebates, the following procedures will be implemented:
  - a. N/A
6. Nutrition Director 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.
7. 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.
8. 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:

1. Written rationale for the method of procurement;
2. A copy of the original solicitation;
3. The selection of contract type;
4. The bidding and negotiation history and working papers;
5. The basis for contractor selection; and/or rejection



6. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
7. The basis for award where cost or price is not the primary factor for the decision;
8. The terms and conditions of the contract;
9. Any and all contract amendments or modifications;
10. Billing and payment records;
11. Any history of any contractor claims; and
12. 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. The checklist is shown in Attachment B.

#### **Part VI: Other Procurement Requirements**

- A. 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.
- B. 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.
- C. 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.
- D. 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 Evergreen Community Charter School property or at Evergreen Community Charter School 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 checks 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. Evergreen Community Charter School reserves the right to prohibit any individual employee of the vendor from providing services on Evergreen Community Charter School property or at Evergreen Community Charter School events if Evergreen Community Charter School determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

- E. The SFA must agree to abide with the IRAN DIVESTMENT ACT (as modified). N.C.G.S. 147- 86.59 which stipulates that before entering into any contact, the SFA must determine whether the contracting entity appears on the State Treasurer’s List of Prohibited Vendors. The list is routinely updated by the Office of the State Treasurer. You can access the list at:

<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

The Final Divestment List includes the names of vendors who appear to be engaged in “investment activities in Iran” based on Federal sanctions and other publicly available credible information. Vendors that appear on this list are ineligible to contract with the State of North Carolina or any subdivision of the State, including the School Nutrition Program. Prior to entering into a contract with a vendor, the SFA will check the Iran Final Divestment List to determine the potential vendor does not appear on the list. If however, the vendor does appear on the list, the SFA is prohibited from doing business with the vendor as required by N.C.G.S. 143-6A-4.

The SFA will document that any vendor with whom they enter into a contract does not appear on this list. To document this requirement, the SFA will print a copy of the most current Iran Final Divestment List as it appears on the State Treasurer’s website, print the one-page document and attach it to the solicitation document/contract prior to executing the contract. \

- F. Should the Evergreen Community Charter School 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.

- G. Should the Evergreen Community Charter School 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, the Evergreen Community Charter School 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 BOD further agrees to appoint a qualified employee of the LEA to monitor the contract between the LEA and the Management Company on daily basis.

## **Part VII: Contract Oversight**

- A. The Executive Director shall designate an individual by name and title who will oversee each contract using School Nutrition funds to ensure all terms, conditions and deliverables are adhered to in a manner that is consistent with the contract.
- B. 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.
- C. 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.
- D. It is understood by the SFA and LEA that neither the US Department of Agriculture nor the North Carolina Department of Public Instruction will 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.

## **Equipment Policy**

*Approved 8/23/2018*

### **Equipment Property Records**

Evergreen Community Charter School will maintain property records for equipment and computing devices/technological items that include [§200.313\(d\)\(1\)](#):

- o a description of the property
- o a serial number or other identification number
- o the source of funding for the property
- o who holds title
- o the acquisition date
- o cost of the property
- o the location
- o use of the property
- o condition of the property, and
- o any ultimate disposition data including the date of disposal and sale price of the property.

The Network Administrator or Facilities Manager will maintain property records which include all information listed above. The information, including entering property into the fixed asset inventory and making adjustments to the inventory, is accomplished by the Network Administrator or Facilities Manager.

When inventory is received, it is inspected by the Network Administrator or Facilities Manager who determines that the inventory is in good condition and that it matches the purchase order, which matches the invoice. No receiving report is produced. The Network Administrator or Facilities Manager logs the inventory into the property management system. The inventory control sheet is kept with the Network Administrator or Facilities Manager.

All inventoried equipment including Computing devices and other highly desirable mobile devices such as laptops, smart phones, and tablets are to be tagged and tracked. The Network Administrator will be responsible for ensuring equipment is tagged.

### **Physical Inventory**

A physical inventory of the property is taken and the results reconciled with the property records at least once every two years [§200.313\(d\)\(2\)](#). The Facilities Manager, assigns the physical inventory of non-technological equipment to teachers in the class rooms where the equipment is located. The Network Administrator completes the physical inventory of technological equipment. The inventories will be performed in May or June of every school year and signed off on by the teachers and witnesses or by the Network Administrator when completed. The results of the inventory will be reported to the Facilities Manager and Business Manager.

The Facilities Manager and Network Administrator reconcile discrepancies between the inventory and the property records by updating the property records as needed and documenting any property that is damaged or missing for identification, repair or replacement as needed. They will maintain documentation of the physical inventory and reconciliation and sign off when the reconciliation is completed.

### **Safeguarding Property Equipment**

The Business Manager will set up and manage a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated. [§200.313\(d\)\(3\)](#).

Property may be taken off campus by staff with prior permission from the Executive Director. The computing devices are tagged with ECCS. Equipment that is lost or stolen is reported to the Business Manager who will complete an investigation on the lost or stolen property. Interviews will be conducted and/or a police report will be filed under the discretion of the Business Manager as part of the investigation process. A report regarding lost or stolen property will be completed by the person doing the investigation and filed with the property inventory records as well as with the business office. In addition to possible criminal action the Executive Director will determine what, if any, additional action is necessary. Replacement equipment will be obtained through the normal procurement function and must meet all applicable requirements.

Disposition of property will be listed by the Business Manager in the property records in the event the property is sold, lost or stolen, or cannot be repaired. Property that is sold, identified as lost or stolen, or cannot be repaired will be listed in the property records for three (3) years after the lost/stolen date.

### **Maintaining Property Equipment**

Staff to whom property equipment is assigned will monitor and maintain these items in good condition while in their possession.

The Facilities Manager or Network Administrator should be contacted if an item is broken or not working properly. Equipment in need of repair is assessed by the Facilities Manager or Network Administrator to determine whether to repair or salvage. As part of this process the Facilities Manager or Network Administrator will determine if a warranty will apply to the repair, if not, he or she will obtain repair cost estimates. Generally, if the cost of repair exceeds half the cost of the restored value, then the equipment may be salvaged or donated. Other factors such as availability of the damaged item can be considered when determining whether a repair is appropriate.

### **Disposition**

[§200.313\(e\)](#) - When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, Evergreen Community Charter School will dispose of the equipment as follows:

- Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency [§200.313\(e\)\(1\)](#).
- Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by Evergreen Community Charter School or sold [§200.313\(e\)\(2\)](#).

- o The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase.
- o If the equipment is sold, the Federal awarding agency may permit Evergreen Community Charter School to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

The Facilities Manager or Network Administrator], with approval from the Business Manager, is responsible for determining how equipment will be disposed of. Possible sales procedures include on-site and govdeals.com auction. Auctions will be advertised online or in the local newspaper to ensure the highest level of exposure. If not being sold by auction the sale of the item will also be advertised online or in the local newspaper to ensure the highest level of exposure and there is no limit to the number of purchase offers that will be considered. The highest offer received in a reasonable amount of time will be accepted. All sales procedures will be performed in a manner to ensure the highest possible return [§200.313\(d\)\(5\)](#).

The North Carolina Department of Public Instruction has an Equipment Disposition Request form that is to be completed by the Facilities Manager or Network Administrator and keep on file in the Business Office.

## Definitions

**Equipment** [§200.33](#) - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by Evergreen Community Charter School for financial statement purposes, or \$5,000.

**Computing Device** [§200.20](#) – machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by Evergreen Community Charter School for financial statement purposes or \$5,000, regardless of the length of its useful life.

## Purchasing Policies and Procedures

*Approved by the Board 12/18/14 Rev. 1/21/17*

Evergreen Community Charter School is committed to creating a community that is inclusive, supportive, and welcoming. Among our stated core beliefs are the values of embracing diversity, protecting the environment, and nurturing the development of a caring and compassionate community. We want to guide our students to develop the skills and attitudes they need to interact productively with people from all backgrounds, abilities, and circumstances, and to become empowered advocates for social and environmental justice.

To this end, Evergreen will engage in a process of due diligence and best value purchasing to ensure that our decisions in purchasing goods and contracting services for the school reflect our values as closely as possible and in compliance with applicable laws. Evergreen shall make reasonable and affordable efforts to seek, encourage, and support product and service providers whose principles and practices reflect the values of the school including:

1. Environmental Sustainability (products and practices that encourage the use of renewable resources, low waste, recycled, recyclable, and non-toxic materials),
2. Social Justice (employers will follow non-discrimination and non-oppressive hiring practices and pay their employees a living wage),
3. Local purchasing (use of local and regional materials, resources, and employees),
4. Community Service (commitment to giving back to the community).

Evergreen adheres to the following objectives:

1. Purchases will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc.
2. Make all purchases in the best interests of Evergreen.
3. Obtain quality supplies/services needed for delivery at the time and place required.
4. Buy from responsible and dependable sources of supply.
5. Obtain maximum value for all expenditures.
6. Deal fairly and impartially with all vendors.
7. Be above suspicion of unethical behavior at all times; avoid any conflict of interest, related parties or even the appearance of a conflict of interest in its business relationships.

## **Goods and Services**

- A. Existing materials or goods shall be reused and repurposed whenever practicable. Evergreen will purchase only those items and services that are required to perform its mission and/or fill a bona fide need. Purchases are made using best value contracting which includes assessing the best value considering alignment with school values, quality, performance, and price. Evergreen will sound business practices for purchases less than \$25,000. Evergreen will engage in a public bid process for items or contracts costing more than \$25,000 through the use of a Request for Proposal (RFP) and/or a Request for Qualifications (RFQ) process. Even though Evergreen will use a public bid process, Evergreen retains the specific right to limit the bidding pool to a selected group of qualified providers comprised of not less than 5 (five) firms or individuals. The group invited to submit an RFP or RFQ shall be chosen by the persons or committees in charge of procuring such goods and shall be based upon input from staff, board, committee, and community members based upon their knowledge and experience with said firms or individuals. To these ends, Evergreen may meet and discuss particulars of a proposed RFP or RFQ with potential providers prior to inviting them to submit an RFP or RFQ.
- B. Contracted professional service agreements are encouraged to maintain continuity of planning, fiscal accountability, and alignment of Evergreen Community Charter School

mission. Contracted services at or above the RFP level can proceed outside of a bid process if selected for Strategic Sourcing. In unique instances when Evergreen Community Charter School Administration and majority of the Board have determined a specific vendor of a product or service is in the best interest of Evergreen Community Charter School, a 'Strategic Sourcing' approval shall establish a relationship with these vendors for a timeline set on a case by case basis. Some of the reasons to establish a 'Strategic Sourcing' relationship are when there is a strong Evergreen preference for the product or service offered by a particular vendor, the product or service needed is proprietary, unique, or exclusive in nature, the individual amount per transaction may be very low, etc.

- C. All purchases shall be approved by the Business Manager or Executive Director for purchases less than \$2,500 and by the Executive Director and the Business Manager for purchase greater than \$2,500.
- D. All contracts, lease agreements or any other contract potentially creating an indebtedness of any kind shall include the language required by G.S. 115C-238.29H which currently reads: "Pursuant to G.S. 115C-238.29H, no indebtedness of any kind incurred or created by Evergreen Community Charter School (the "School") shall constitute an indebtedness of the State of North Carolina (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."
- E. All lease agreements will be evidenced by a lease or sublease agreement approved by the Board of Trustees and signed by the Executive Director or her/his designee. The agreement will identify all the terms and conditions of the lease.
- F. Prior to making a purchase or entering into a contract to purchase, lease, or contract for construction Evergreen shall verify that the potential supplier is not on the NC State Debarred Vendors List.
- G. Prior to making a purchase or entering into a contract to purchase, lease or contract for construction Evergreen shall verify that the potential supplier is not on the Office of Federal Contract Compliance Programs' (OFCCP) list of debarred companies.
- H. Evergreen will inventory and capitalize purchased goods in accordance with its fiscal policies and the standards set forth by the Governmental Accounting Standards Board. Further, Evergreen shall inventory and track all goods purchased with federal funds and shall verify annually that such goods were used for their intended purpose. Evergreen shall maintain records indicating the goods purchased, purchase date, cost, and disposition of any such goods so purchased.

## **Emergency Purchases**



An “emergency purchase” is the purchase of goods or services that are so badly needed that Evergreen will suffer financial or operational damage if they are not secured immediately. A decision to purchase may be declared in an emergency at Evergreen’s discretion and “best value” procurement guidelines must be followed. When purchases are made under this section, the purchase must be authorized by the Executive Director or a member of the Executive Committee of the Board.

### **Procurement – Educational Services**

The Executive Director must approve the terms of any contracts with individuals or organizations that provide educational consulting services to Evergreen, the value of which could exceed \$1,000. These contracts are not valid or in effect prior to receiving final approval from the Board of Directors.

The Executive Director or her/his designee shall confirm the licenses, credentials, or certifications of any individual or organization contracted to provide professional services to Evergreen or its students to ensure an adequate level of skill, knowledge, and ability to perform the contracted services at the specified level of service.

## **Investment Policy Statement**

It is the objective of the Evergreen Community Charter School (“Evergreen”, “our”, “we”) to invest funds in a manner which will honor our Mission & Vision and to preserve safety and liquidity of the funds while obtaining a reasonable return within established investment guidelines with a five-year horizon. Our objective is to achieve a moderate capital appreciation.

### **Evergreen Mission & Vision:**

Evergreen is a learning community committed to the pursuit of excellence in holistic education of mind, body, and spirit. We prepare students for successful lifelong learning, social responsibility, environmental stewardship, and service. We value the voice of every member of our community.

Working in partnership with parents, elders, and the community, Evergreen offers an academically challenging, developmentally appropriate, experiential, holistic, child-centered education to all young people. We nurture a passion for learning that lasts a lifetime as we challenge our community to discover their individual gifts, to honor their inner worth, to strive for excellence, to pursue respectful and ethical relationships with themselves and others, and to find their own path of service.

### **Purpose of this Investment Policy Statement (“IPS”):**

The purpose of this Investment Policy Statement (“IPS”) is to assist the Board of Directors of Evergreen (the “Board”) through the Finance Committee, in effectively supervising, monitoring, and evaluating the investment of the Fund assets. The Fund must be mostly invested in liquid assets. Any question about asset liquidity, if any, must be directed to the Finance Committee prior to implementation. The overall Board’s goal is to achieve a return greater than what has been traditionally received from our savings and Certificates of Deposits accounts. In general,

the purpose of this IPS is to outline a philosophy and attitude, which will guide the investment management of the Fund toward our investment goal. It is intended to be sufficiently specific, meaningful, yet flexible enough to be practical. Any changes in IPS should be in writing and communicated to all parties.

### **Our Investment Goal:**

It is the objective of the Board that the Fund's total return (less expenses), with a **five-year horizon, equal or exceed the Consumer Price Index for that period plus four full percentage points (4%)**, while maintaining liquidity and alignment with **Socially Responsible Investments ("SRI")**.

### **Asset Allocation**

The general policy shall be to diversify investments within both equity and fixed-income securities so as to provide a balance that will enhance total return while avoiding undue risk concentration in any single asset class or investment category.

As a long-term policy guideline, equity investments will normally could constitute up to 50 to 60 percent and fixed-income securities 40 to 50 percent of Fund assets, long only portfolio, and invest in assets than can be converted into cash in a short time frame, though the entire Board may approve different asset allocations by a vote amending this document.

### **Socially Responsible Investment Policy**

Our investment policy will seek out companies that engage in desirable activities, such as those using sustainable practices, or those that produce specific products or services, such as clean technologies. Organizational governance and shareholder engagement are also be taken into consideration when choosing investments.

### **Duties and Responsibilities**

#### *Investment Advisor Selection*

The Board's selection of an investment advisor must be based on prudent due diligence procedures. A qualifying investment advisor must be a registered investment advisor under the Investment Advisers Act of 1940, or a bank or insurance company. The Board requires that each investment advisor provide, in writing, acknowledgment of fiduciary responsibility to the Fund, where practical.

#### *Delegation of Authority*

The Board delegates the responsibility for selecting, directing and monitoring the investment management of Fund assets to the Finance Committee of the Board (the "Committee"). As such, the Committee is authorized to delegate certain responsibilities to professional experts in various fields. These include, but are not limited to:

1. Investment advisor. These responsibilities include: establishing investment policy following SRI policy objectives; selecting investment options and managers; reviewing such options and managers over time; measuring and evaluating investment performance; reporting regularly on activities and fund performance; and other tasks as deemed appropriate.

2. Investment manager(s). If selected, the investment manager(s) has discretion to purchase, sell, or hold the specific securities that will be used to meet the Fund's SRI investment objectives.

The investment advisor and investment manager(s) will be held accountable to achieve the objectives herein stated. While it is not believed that the limitations will hamper investment managers, each manager must request modifications to such limitations which they deem appropriate.

#### *Investment Advisor & Manager Performance Review and Evaluation*

Performance reports generated by the investment advisor shall be compiled at least quarterly and communicated to the Committee for review. The investment performance of total portfolios, as well as asset class components, will be measured against commonly accepted performance benchmarks. Consideration shall be given to the extent to which the investment results are consistent with the investment goals, and policy as set forth in this statement. The Board intends to evaluate the Fund's performance over at least a five-year period, but reserves the right to terminate an investment manager or investment advisor for any reason.

Investment managers shall be reviewed regularly by the investment advisor regarding performance, personnel, strategy, research capabilities, organizational and business matters, and other qualitative factors that may impact their ability to achieve the desired investment results. An investment manager may be placed on "watch" by the Board and a thorough review and analysis of the investment manager will be conducted.

The Board has determined it is in the best interest of the Fund that performance objectives be established for each investment manager. Investment manager performance will be evaluated against an appropriate market index (e.g., the Standard & Poor's 500 stock index for large-cap domestic equity manager) and the relevant peer group (e.g., the large-cap growth mutual fund universe for a large-cap growth mutual fund).

The decision to retain or terminate an investment manager cannot be made by a formula. It is the Board's confidence in the investment manager's ability to perform in the future that ultimately determines the retention of a manager.

#### *Measuring Costs*

The Board will review at least annually all costs associated with the management of the Fund's assets.

#### **Investment Policy Review**

The Board will review this IPS at least annually to determine whether stated investment objectives are still relevant and the continued feasibility of achieving the same. It is not expected that this IPS will change frequently. In particular, short-term changes in the financial markets should not require adjustments to this IPS.

This Investment Policy Statement is adopted on April 11, 2019 by the Board of Directors.

## Development Policy

The Development of human and fiscal resources is an important part of maintaining the health of Evergreen Community Charter School. Because our funding is limited, we must have a comprehensive plan for securing, coordinating, and utilizing resources from within and beyond our immediate school community. An integral part of the mission of Evergreen is to maintain and cultivate parent involvement, and we know that individuals who contribute to an organization are more likely to feel a sense of ownership for that organization than individuals who do not.

In order to adequately support the programs and personnel of the school, we must have funding for the school that is not attached to individual classrooms or programs. To this end, our goal is to design a comprehensive development program that ensures a well-planned, manageable, and school-friendly approach to fundraising. This would include the development of specific yearly fundraising goals and a fundraising/event calendar, a process that will be guided by the Development Committee, the Director of Development, and the Executive Director, with input from all constituency groups within our school community.

Major school fundraisers and community events will be planned each spring for the following school year and included in the Evergreen Calendar of Fundraisers and Events. The Board, Administration, Faculty, and Parents will collaborate to secure volunteer and staff leadership for all events at this time. *All other requests for fundraising activity will go through an approval process led by the Development Committee. Consideration of additions to the fundraising calendar will include the following: Does the activity compete with major school fundraisers and/or The Evergreen Fund? Does the time/date overly tax the community's resources? Is the fundraiser consistent with the school's philosophy toward service, environmental stewardship, and developmentally appropriate activities for young people?*

The following procedure must take place before any group embarks upon a fundraiser that could potentially exceed \$250.00 in proceeds. The group must submit the Fundraiser (over \$250) Request Form and submit it to the Director for Development & Communication.

Any issues or concerns raised in the process of operating a fundraiser must immediately be reported to the chairs of the Development and Finance Committees for escalation to the Evergreen Board of Directors as needed. Any action resulting from such escalations will be handled jointly by the Executive Director, President of the Board, and members of the Executive Committee.

### **The Evergreen Fund**

The school's primary fundraising focus is ***The Evergreen Fund***, which kicks-off in the fall of each school year. Funds raised for this yearly endeavor are used for budgeted yearly expenditures including facilities and grounds maintenance, curriculum and program enhancement, and arts and other enrichment opportunities. As a charter school, Evergreen receives funds like a public

school for each student enrolled. Unlike other public schools, however, Evergreen does not receive funds from the state for buildings and grounds. Evergreen relies on revenues from fundraising initiatives like The Evergreen Fund to bridge that gap. Considering the importance of The Evergreen Fund, the Executive Director, Director of Development and Development Committee must approve any activity which uses the nonprofit status of Evergreen and targets Evergreen families— AND has the potential of competing or diverting funds from The Evergreen Fund.

It is the responsibility of each classroom team to ensure that money for The Evergreen Fund is separated from other classroom monies. Pledging parents will be instructed to write their checks to “The Evergreen Fund.” They will probably need to be reminded periodically throughout the year.

Teachers will meet with the Director of Development at least once before September to talk about fund collection strategies. We are asking faculty members to consistently show their support of The Evergreen Fund. A healthy school requires a financial commitment from its constituents and a unified commitment to support that effort.

### **Fundraising Outside the Evergreen Community**

Part of Evergreen’s mission is service to community. Because the school has a focus on place-based education, Evergreen may choose to support a service project which is being facilitated by an organization from the greater community.

These projects will be submitted to the Development Committee for review and recommendation; then submitted to the Board of Directors for approval, and should meet the following criteria:

1. The service project must be in alignment with Evergreen’s mission / vision
2. The organization facilitating the service project must have a pre-existing relationship with Evergreen; the Committee will review requests for new partnerships based on benefits to the school community
3. The service project will be simple and not overtax the school community
4. The service project will have an educational component

## **Gift Acceptance Policy**

*Adopted: 11/17/11 by the Board of Directors*

### **I. Introduction**

Evergreen Community Charter School (the “School”) encourages the solicitation and acceptance of gifts that enable the School to fulfill its mission.

The purpose of this Gift Acceptance Policy (the “Policy”) is to provide guidance to members of the School community involved with the planning, promotion, cultivation, solicitation, receipt, acceptance, application, and disposition of all gifts made to the School. The Board of Directors is

responsible for approving this Policy. The execution of this policy is the responsibility of the Executive Director and, by his or her delegation, the Director of Development.

All gifts to the School should be coordinated with the Development Office.

While the School may provide guidance, the donor is ultimately responsible for ensuring that his or her gift is in alignment with his charitable, financial, and estate planning goals. Donors are encouraged to seek the advice of independent legal and financial counsel.

## **II. General Information**

**A. Gifts** – A gift is a voluntary, irrevocable transfer to and acceptance by the School of cash, securities, or other property of value or the execution of an instrument that legally vests in the School an interest in cash, securities or other property of value.

**B. Charitable Intent** – Gifts to the School may only be accepted if the charitable intent on the part of the donor meets the standard of “donative intent” as defined by the IRS, that is, i.e., a charitable gift must be voluntary, and it must be made without consideration of any benefit whatsoever accruing to the donor except in certain instances a naming opportunity (the “No Quid Pro Quo” rule).

**C. Applicable Laws** – All gifts accepted by the School will be dealt with according to applicable federal and state laws and regulations.

**D. Gift Acknowledgement** – Every gift to the School shall be acknowledged in writing by the School to the donor. To the extent consistent with the donor’s explicit wishes, donors and their gifts will be publicly disclosed.

**E. Confidentiality** – All discussions with and information provided by potential donors, as well as information gathered during research activities of the School, shall be held in the strictest confidence.

## **III. Gift Acceptance**

A. The Director of Development will inform the Development Committee (DC) of any gift deemed controversial. The Director will inform the Executive Director of any proposed gift with a value of \$10,000 or more. The DC shall review and determine whether to accept, any gift of closely held, non-publicly traded securities, any gift of real estate, any gift that represents an exception from policy, or any gift which obligates the School to a donor or third party in some way (for example, in a dedicated endowment and gifts of intangibles). If any member of the DC determines, in their own judgment, that any gift is deemed “controversial,” the DC shall present the proposed gift to the Board of Director’s Executive Committee for approval.

Gifts to the School and/or payments on commitments may take the form of one or a combination of the following;

- Cash; or cash equivalents (checks, credit cards)
- Single and multi-year pledges

- Securities
- Real estate
- Tangible personal property
- Planned gifts, generally defined as commitments made in the present with benefits to the School deferred to the future, including bequests by will, commitment or trust; charitable gift annuities; charitable remainder trusts; charitable lead trusts; retirement plans; insurance policies; remainder interest in a residence.

B. The School reserves the right to refuse any gift for any reason, including, without limitation, gifts that are judged to be inconsistent with the mission, purposes, or programs of the School or gifts that require obligations or commitments by the School.

IV. Gift Funds  
 The School will allocate gifts to the fund(s) specified by the donor. In the absence of instructions from the donor(s), allocation will be determined by the Executive Director and Director of Development.

**A. Evergreen Fund** – Gifts made for ongoing current operations of the School.

**B. Capital Projects** – Gifts for building construction, renovation, maintenance or projects related thereto, and other projects or equipment which are required to be capitalized under GASB accounting rules.

**C. Endowment** – Gifts to the School’s permanent endowment.

## V. Methods of Giving & Valuation

### A. Outright

**1. Cash** – Checks should be made payable to “Evergreen Community Charter School.” Checks made payable to an employee, agent, or volunteer for the credit of the School will not be accepted as a gift. Gifts (including matching gifts) are valued at the amount of the cash received, the face amount of the check, or the proceeds to the School of the credit card transaction.

**2. Securities** – Securities include publicly-traded securities, closely-held securities, corporate bonds, mutual funds, and other financial instruments.

**a. Publicly-Traded Securities** – those securities regularly traded on a public stock exchange, including mutual funds. The gift date is determined by the date the securities are received by the School. The value of the gift is the average of the high and the low of the stock on the date the securities are received by the School. Donors are encouraged to advise the Development Office of their forthcoming gift of publicly traded securities in order to ensure proper processing. The School shall sell stock promptly upon receipt.

**b. Closely-Held Securities** – To ensure that donors of closely-held securities receive the tax benefit of such a gift, and that both the donor and the School

comply with applicable IRS regulations, special handling is required.

**3. Corporate Matching Gifts** – All matching gifts received by the School as a result of a donor contribution will be directed to the same fund as the donor's gift unless specified otherwise by the donor or the matching contributor.

**4. Real Estate** – The fair market value of a gift of real estate will be determined by an independent qualified appraisal obtained by the donor and an appropriate environmental screening. There are circumstances that may cause the School to seek an independent qualified appraisal, an environmental audit, or other assessment at its own expense. The gift will be valued at the amount specified in the donor's appraisal.

**5. Tangible Personal Property** – Evergreen Community Charter School may accept gifts of tangible personal property, including but not limited to works of art; antique maps, rugs, and furniture; coin, stamp, and other collections; automobiles; manuscripts; and books. The School reserves the right to sell or otherwise dispose of gifts of personal property if such sale or disposition is financially advisable or otherwise reasonable.

**6. Intangibles and Other Non-traditional Investments** – The School may accept gifts of other intangibles such as mortgages, notes, royalties, patents and copyrights.

**7. Realized Bequest** – Upon the death of a donor, the School accepts gifts that have been committed to the School in the donor's will. If the School accepts a bequest, then the School will make every reasonable effort to honor the donor's wishes. The School will allocate bequests to the fund(s) specified by the donor. In the absence of instructions from the donor, bequests will be allocated at the discretion of the Board of Directors.

**8. Gift-in-kind** – The School accepts specific gifts of a non-cash nature from donors which may include such things as underwriting an event or providing a professional service.

**B. Pledges** – The School seeks pledges for annual and capital purposes. Any pledged capital gift should be evidenced in writing, with a timetable of when and how it will be fulfilled.

**C. Planned Gifts** – Planned gifts have valuations that depend on the form of the gift and its timing. Planned gifts may be accepted as fulfillment of endowment pledges but not for capital projects unless the assets are available within a specified time frame for project completion. The types of planned gifts include:

**1. Will (testamentary) Commitment** – The donor uses or controls the asset during his or her lifetime and the School receives the asset at the donor's death. Distribution of assets can be specified as a dollar amount, a percentage of the estate value, or a specific asset. Bequest intentions are typically considered conditional pledges. However, a bequest may be considered unconditional and recorded as a gift if it is irrevocably binding on the estate.

**2. Charitable Remainder Trust (CRT)** – A CRT provides for a specified distribution to one



or more beneficiaries for life or for a specified number of years with an irrevocable remainder interest to be held for the benefit of the School. Such gifts will be valued on a case by case basis in accordance with applicable laws, including IRS regulations. It is recommended that the donor consult his or her financial or legal advisors.

**3. Charitable Lead Trust (CLT)** – A CLT is an irrevocable agreement. The “lead” income is first paid to the School. During the period of time the School holds the “lead” the School has sole discretion on use/investment. After a specific number of years or a lifetime, the principal is given to whomever is designated by the donor.

**4. Pooled Income Fund** – For further information, contact the Director of Development Office.

**5. Charitable Gift Annuity (CGA)** – A CGA is an irrevocable agreement between the School and the donor. The donor pays the School a lump sum, and the School agrees to pay a fixed percentage annually for the life (lives) of the donor(s). Upon the donor’s death, the principal is transferred to the School’s endowment or as specified by the donor. Such gifts will be valued on a case by case basis in accordance with applicable laws, including IRS regulations.

**6. Life Insurance** – The School may accept ownership of life insurance policies transferred by donors. The School must be the owner and beneficiary of the policy. If the policy is not fully paid, the donor must agree to make all required premium payments and permit the School to surrender the policy if the donor fails to meet that obligation. If it is a policy requiring future premium payments, it is strongly encouraged that such payments be arranged as automatic payments to the carrier or to the School.

The policy for consideration should have a real cash value at the time of acceptance by the School. Documentation that verifies such value shall be filed with the School’s Business Office.

**7. Qualified Retirement Funds** – An IRA or other qualified plan can designate the School as a beneficiary and funds may be transferred to the School.

## **VII. Recognition, Reporting and Documentation**

### **A. Recognition**

The Development Office will acknowledge all gifts with: a letter including the value of the gift, and publication in the Annual Report. Gifts at the Legacy Donor level will additionally be recognized with the donor’s name on the Legacy Tree sculpture. Gifts at the Sustainability Legacy Donor level will be recognized with the donor’s name on the Sustainability sculpture.

The Development Office will provide the donor of a capital pledge with a gift agreement outlining the terms of the pledge.

**B. Reporting** – It is the responsibility of the Director of Development to provide timely, thorough, and accurate reports to the Board of Directors, the Executive Director of School, the Business Office, and donors. These reports may include:

- quarterly and year-end fundraising reports
- yearly reconciliation with the Business Office of all gifts received by the School
- general annual reports to alumni, parents, past parents, and friends of the School
- periodic stewardship reports to donors who have established an endowed fund

**C. Documentation** – It is the responsibility of the Development Office to maintain records of all gifts made to the School. Such documentation may include written (including electronic) correspondence between the School and the donor (and/or the donor’s agent); copies of significant checks, stock certificates, matching gift forms, written instructions or stipulations; acknowledgement letters; and any other materials that establish an appropriate written record for gifts to the School. In addition, endowment, capital, and deferred gifts require supplemental documentation setting forth the history, nature, terms and agreements pertaining to such gifts.

## **VIII. Endowment Funds**

**A.** The establishment of an endowed fund provides an opportunity for a donor to create a legacy at the School that will grow over time and provide much needed support for critical areas of School life. For purposes of this policy, an endowment fund is a fund in which the principal remains intact and is invested in perpetuity generating returns to be used to support the School’s mission. The minimum and targeted funding requirements to establish a special endowed fund are set by the School. These funds become part of the permanent endowment and pay out each year an amount set by the School.

**B.** Unrestricted gifts to the School’s endowment are preferable to restricted gifts.

## **IX. Naming Opportunities**

**A. Major gifts** offer the donor an opportunity to name a Performance Series, Speaker Series, Fund for Teachers, Athletic or other fund. Funds can be named after a family or memorialize a faculty member, friend, relative or other person.

**B. Capital projects** provide donors with an opportunity to name a building, room, or other physical place on campus that has been identified as a need of the School. Consideration should be given to setting aside a portion of the capital gift to establish an endowment for maintenance.

# **Long Term Fund Resolution**

*Board Approved December 15, 2011*

- I. Resolved: The Board approves and consents to the creation of a long term fund with the Community Foundation for Western North Carolina. Deposits to and disbursements from the fund shall be made in accordance with the laws and regulations of the State of North Carolina, appropriate I.R.S. laws, regulations and guidelines, and the policies and procedures of the Community Foundation for Western North Carolina as outlined in the governing agreement and as may be modified by mutual consent at a later date. Said deposits and withdrawals shall also be made in accordance with the laws and regulations of the State of North Carolina, appropriate I.R.S. laws, regulations and guidelines, and the policies and procedures of Evergreen Community Charter School.
- II. Furthermore, the Board authorizes its Chairperson and Treasurer to negotiate and enter into a long term fund agreement with the Community Foundation for Western North Carolina that includes language authorizing that:

*All or a portion of the Fund's principal equal to the fund's full market value less \$25,000 may be distributed to the Organization as approved in writing by three-fourths (3/4) of the members of the governing body of the Organization and a majority of the Board of Directors of the Community Foundation. The principal of the Fund so distributed shall be used solely for the purpose set forth in paragraph I above. The approval of the distribution by the Board of Directors of the Community Foundation shall be in their sole and absolute discretion and shall be based upon whether the distribution would further the purposes of the Organization set forth in paragraph I above.*

*If the Fund's balance falls below the minimum amount for a named fund at the Community Foundation without a reasonable expectation for future growth, the Foundation may choose to distribute the full assets and close the Fund.*

- III. The Board authorizes its Chairperson and Treasurer to jointly take all the necessary and appropriate action to negotiate and enter into an agreement to establish and maintain the long term fund. It authorizes the Executive Director and/or the Business Manager to act as authorized representatives of the School for the purpose of administering the fund.

## **PERSONNEL RELATED POLICIES**

### **Time and Effort/Personal Services Policy**

*Approved 1.23.20*

Compensation is based on records that accurately reflect the time and effort work that is performed. Salaried employees are paid monthly based on their job descriptions and/or daily schedules and attendance records. Non-salaried employee payroll is processed using

timesheets. Timesheets must be completed after-the-fact and signed by the employee and the immediate supervisor.

Each full-time employee must have a current job description on file. The Executive Director is responsible for developing a complete and accurate job description for each employee under his or her supervision. Job descriptions must be updated as new assignments are made. The Executive Director must review the job description with the employee upon hiring and as the job description is updated. The employee must sign and date that he or she has read and understands the job description and the programs under which he or she is working.

All charges to payroll for personnel who work on one or more Federal programs or cost objectives must be based on one of the following, depending on the circumstances:

- Semiannual certification (for employees who work 100% of the time on a single program and/or cost objective in which case a signed and dated job description must be in the employee's personnel file; also see exception for schoolwide programs below)
- PARs - for employees working on more than one program and/or more than one cost objective

### **Semi-Annual Certification**

Where employees are expected to work solely on a single Federal award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. The Exceptional Children/504 Program Coordinator and/or Associate Director 5-8 are responsible for collecting and maintaining certifications. The Exceptional Children/504 Program Coordinator and/or Associate Director 5-8 are responsible for determining the type of time and effort reporting required for each employee. Certifications will be signed by the employee or supervisory official having firsthand knowledge of the work performed by the employee. Certifications will be maintained by Evergreen Community Charter School for five years.

Semi-annual certification applies to employees who do one of the following:

- Work 100% of their time on a single grant program and/or single cost objective
- Work 100% of their time in administering programs that are part of consolidated administrative funds (such as a Federal Programs Director who administers only these programs)
- Work 100% of their time under a single cost objective funded from eligible multiple funding sources. A Title I, Part A, schoolwide program is a single cost objective.

These employees are not required to maintain time-and-effort records. However, each employee must certify in writing, at least semiannually, that he/she worked solely on the program or single cost objective for the period covered by the certification. The certification must be signed by the employee or by the supervisor having firsthand knowledge of the work performed. Charges to the grant must be supported by these semiannual certifications and the

semiannual certifications are to be maintained by Evergreen Community Charter School with Exceptional Children/504 Program Coordinator and/or Associate Director 5-8 in their office.

The semiannual certification must

- be executed after the work has been completed, and not before
- state that the employee worked solely (i.e., 100% of the time) on activities related to one particular grant program or single cost objective
- identify the grant program or cost objective
- be submitted for each six month period, July 1 – Dec 31 and Jan 1 – June 30.
- be signed and dated by the employee or a supervisor with firsthand knowledge of the work performed

### **Personnel Activity Report (PAR)**

Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports. The Exceptional Children/504 Program Coordinator and/or Associate Director 5-8 are responsible for collecting and maintaining PARs. The Exceptional Children/504 Program Coordinator and/or Associate Director 5-8 are responsible for determining the type of time and effort reporting required for each employee. PARs must be signed by the employee and the supervisory official having firsthand knowledge of the work performed by the employee. PARs are to be maintained by Evergreen Community Charter School with the Exceptional Children/504 Program Coordinator and/or Associate Director 5-8 in their office.

PARs will be required where employees work on:

- (a) More than one Federal award,
- (b) A Federal award and a non-Federal award,
- (c) An indirect cost activity and a direct cost activity,
- (d) Two or more indirect activities which are allocated using different allocation bases, or
- (e) An unallowable activity and a direct or indirect cost activity.

Personnel activity reports or equivalent documentation must meet the following standards:

- (a) The reports must reflect an after-the-fact determination of the actual activity of each employee.
- (b) Each report must account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to the organization.
- (c) The reports must be prepared monthly and must coincide with the pay period (i.e. Jan 1 – 31). PAR reports will be submitted at the end of the month.
- (d) The reports must be signed by the employee.

Supporting Documentation

PAR employees are required to maintain time-and-effort records. Employees must prepare time-and-effort summary reports at least monthly (or every other week, as applicable) to coincide with pay periods. Such reports must reflect an after the fact distribution of 100% of the actual time spent on each activity and must be signed by the employee. For example, a daily calendar completed by the employee as activity is performed that details how much of the employee's activity was spent on each program from which the employee is compensated.

#### Daily Class Schedules

Daily class schedules for classroom teachers and instructional aides may be used in lieu of time-and-effort summary reports for these personnel. Daily class schedules may qualify as a suitable because they provide a "quantifiable measure of employee effort."

### **Reconciliation and Closeout Procedures**

Evergreen Community Charter School will periodically, at least quarterly, reconcile budgeted distributions to the actual time and effort reflected in the employees' time-and-effort records. If the quarterly (or more frequent) reconciled difference between the actual and budgeted amounts is 10% or greater, two things will occur:

- Evergreen Community Charter School will adjust its accounting records to reflect the costs based on the actual time and effort reported.
- To minimize future differences, Evergreen Community Charter School will revise the budget estimates for the following quarter to reflect the actual distribution, if necessary.

If the reconciled difference is less than 10%, Evergreen Community Charter School will adjust the accounting records annually.

Prior to the end of the fiscal year the Executive Director reviews all certifications and PARs for accuracy and appropriate signatures and dates.

In order to accomplish the objectives of the reconciliation Evergreen Community Charter School will examine budget reports and year to date expenditures at least quarterly.

### **Employee Exits**

Before an employee separates from duty at Evergreen Community Charter School, in addition to turning in checked-out keys, supplies and equipment, they must complete an exit interview including requirements to complete final timesheets, PARs/certifications and an exit survey.

## **Sabbatical Policy**

*Board Approved 8-13-12, Revised 8-15-13, Revised 10-16-14*

Sabbatical Leave. -- After each five consecutive years of satisfactory full-time or salaried service at the school, an employee may apply by letter submitted to the Executive Director or his/her designee for a half (5 month) or full (10 month) academic year's unpaid sabbatical leave. The decision to grant a sabbatical shall be entirely the decision of the Executive Director except that

the Executive Committee of the Board of Directors shall make decisions regarding sabbatical approval for the Executive Director.

- a. Sabbatical leave may be granted if eligible under this policy with the further provision that said applicant shall not be eligible for additional sabbatical leave until eligibility is reestablished by five more consecutive years of satisfactory service.
- b. Subject to budgetary constraints and considering the purpose of the request, sabbatical leave may be granted to qualified applicants. Decisions regarding which applications are approved if there are multiple applicants will be made according to the following criteria:
  - i. Points Earned - Applicants shall earn one point for each year of satisfactory continuous service in the school over five years. Applicants shall be considered in descending order of points earned, except as qualified by factors immediately below.
  - ii. First-time vs. Repeat Applications - Applications for subsequent sabbatical leaves after the first leave shall not be considered until all applications from employees with a lesser number of prior sabbatical leaves have been considered.
  - iii. Ties in Points - If applicants for sabbatical leaves are tied in total points, selection shall be determined by the Executive Director or a committee appointed by the Executive Director or his/her designee for this specific purpose.
- c. Annual Leave days may be carried over from those accumulated at the time of leave to the time at which the employee re-enters service. For example, if an employee has carried over 4 unused annual leave days from the previous year and takes sabbatical from August through June, the employee will re-enter service with 4 accumulated days plus the number of leave days as specified in the benefits section of the faculty handbook. An employee will not receive compensation for unused annual leave days.
- d. Twelve-month employees shall be entitled to use earned accumulated vacation days during the summer in addition to the half or full academic year sabbatical. Unused vacation days will not carry over to the time at which the employee re-enters active service. For example, if an employee has earned 10 vacation days and uses only 6 during the summer prior to his/her sabbatical, s/he will not be permitted to use the unused 4 vacation days the following summer. An employee will not receive compensation for unused vacation days.
- e. Permanent full-time employees currently on sabbatical are eligible for continued coverage in the state group health plan. The school will continue to pay the school's portion of premiums while the employee is on sabbatical. The employee will need to

continue to pay additional premiums for dependents or enhanced health plans in order to keep those plans in place. Interim employees hired to fill the position of the employee taking sabbatical leave are not considered “permanent full-time employees” and shall not be eligible for state group health plan participation.

- f. Requests for sabbatical leave applications shall be submitted to the Executive Director or his/her designee not later than February 1st for leave beginning in the fall term and July 1st for leave beginning in the spring term of each year. Each person applying for sabbatical leave shall submit information relative to the circumstances regarding the sabbatical leave and planned dates for initiation of leave and return. Employees are responsible for submitting adequate documentation, timelines, and descriptions of how to fulfill responsibilities prior to the beginning of leave (e.g., teachers should submit curricular and/or expeditionary documentation; office staff should submit task lists and supporting information; administrators should submit descriptions of responsibilities, timelines, contact lists, and supporting information).
- g. Upon return from sabbatical leave, employees taking sabbatical leave are expected to share with other staff the new knowledge, information, skills, concepts, and/or ideas that informed employee’s professional growth.
- h. Sabbatical leave shall not be considered a termination or breach of contract of employment, and a person on such leave shall be returned to the same position held prior to the granting of such leave provided, however, nothing contained herein shall preclude the Board, upon the recommendation of the Executive Director in the event a position or category of positions have been abolished, or it is deemed in the best interest of the school system, from reassigning such person upon return to duty, to a similar position, in compensation and responsibilities, as shall then be available.
- i. Employees taking sabbatical leave will be expected to sign a letter of Understanding that includes attestation of intent to return to active employment at Evergreen immediately following the end of the sabbatical term if that term ends during the fiscal year **or** to accept an offer of employment for the fiscal year immediately following the end of the sabbatical term if that term ends at the end of the fiscal year. Similarly, the letter of Understanding will include attestation of the school’s intent to reinstate the employee in his or her position immediately following the end of the sabbatical term if that term ends during the fiscal year **or** to offer employment for the fiscal year immediately following the end of the sabbatical term if that term ends at the end of the fiscal year.
  - i. If employee chooses to not return to active work at Evergreen immediately following the term of the sabbatical, employee shall reimburse Evergreen for all



amounts paid by Evergreen for state monthly contributions for the employee for the state health plan during the term of the sabbatical.

- ii. If Evergreen chooses to not extend an offer of employment for the school year immediately following the sabbatical, employee shall not be expected to reimburse Evergreen for amount paid by Evergreen for state monthly contributions for the employee for the state health plan during the term of the sabbatical.
- iii. If employee resigns prior to the end of employee's employment contract for the school year immediately following the term of the sabbatical, Evergreen reserves the right to collect reimbursement for benefits. Employee may be required to reimburse Evergreen for all amounts paid by Evergreen for state monthly contributions for the employee for the state health plan during the term of this sabbatical minus a credit, if any, earned by employee; such credit shall be earned and calculated on a pro-rata basis as follows: days employee works divided by work days in the current contract year, multiplied by total paid by School.
  - i. The decision of whether the employee must reimburse Evergreen for amounts paid by Evergreen for state monthly contributions will be made by the Executive Director acting in accordance with the following conditions.
    - 1. Conditions under which employee **shall** be required to reimburse the school include resignation due to any reason other than inability to work due to medical reasons.
    - 2. Conditions under which employee **shall not** be required to reimburse the school include resignation due to: inability to work due to health reasons, which are substantiated by a health practitioner approved by the School.
  - ii. Employee may dispute the decision by following Evergreen's Grievance Policy.
- iv. Such reimbursement shall be made within sixty days of 1) notification of intent not to return to work for Evergreen in the year immediately following the term of the sabbatical, 2) non-acceptance of an extended employment contract, 3) notice of resignation of Employee, or 4) upon such other terms as mutually agreed upon by Evergreen and employee.
- j. Enrollment of staff children is subject to the laws of North Carolina governing charter school enrollment. An employee on sabbatical leave during the enrollment period (January 1 – March 31) is considered an employee and shall therefore be given any enrollment preferences provided by law.
- k. This policy does not confer any contractual or other legal right. The School retains full discretion to interpret and apply the policy, but shall do so in a legal, nondiscriminatory manner, and shall strive to do so in a consistent and fair manner.



\_\_\_\_\_ (hereafter "EMPLOYEE") has requested and accepts an unpaid sabbatical leave and Evergreen Community Charter School, a North Carolina non-profit corporation (hereafter "SCHOOL") has granted a sabbatical leave according to the Evergreen Sabbatical Policy and the following understandings:

1. **TERM.** The term of this sabbatical shall be for 5 months/10 months to begin on \_\_\_\_ and end on \_\_\_\_.
2. **COMPENSATION.** EMPLOYEE shall not receive a salary for the term of the sabbatical.
3. **LEAVE.** EMPLOYEE may carry over up to five unused personal vacation and sick leave days from the 201X-201X contract year to their return to active work in 201X-1X contract year.
4. **STATE HEALTH PLAN CONTRIBUTION.** SCHOOL shall pay the state monthly contribution for EMPLOYEE for the state health plan during the term of the CONTRACT. At the time of signing, the state monthly contribution is \$xxxx but this amount may change during the sabbatical period. During the term of the sabbatical, SCHOOL shall not pay any insurance premium or contribution relating to any higher level of insurance, dependent coverage, or other optional insurance, and it shall not pay into any retirement plan on behalf of EMPLOYEE. EMPLOYEE is responsible for paying any State Health Plan insurance premium, such as for dependent coverage, directly to the SCHOOL on or before its due date. EMPLOYEE is responsible for paying any non-State Health Plan premiums directly to the insurance provider and/or providing notice of discontinuation of the policy directly to the insurance provider. SCHOOL is not responsible for discontinuing any policies on behalf of EMPLOYEE.
5. **AFFIRMATION OF INTENT TO RETURN.** At the time of this "Understanding", EMPLOYEE fully intends to return to active employment at SCHOOL after the term of the sabbatical. EMPLOYEE shall communicate with the Executive Director of SCHOOL or his/her designee on or before October 1, 201X (or) April 1, 201X to re-affirm the EMPLOYEE's intention to return to active employment at SCHOOL.
6. **AFFIRMATION OF INTENT TO OFFER EMPLOYMENT.** At the time of this "Understanding", SCHOOL fully intends, but without guarantee, to extend an offer of employment to EMPLOYEE for the following school year after the term of the sabbatical. The Executive Director of SCHOOL shall communicate with EMPLOYEE on or before April 1, 201X to re-affirm the SCHOOL's intention to extend an offer of employment.
7. **NON-RETURN.**
  - a. If EMPLOYEE chooses to not return to active work at SCHOOL in 201X-201X, EMPLOYEE shall reimburse SCHOOL for all amounts paid by SCHOOL for state monthly contributions for the EMPLOYEE for the state health plan during the term of this sabbatical.

- b. If SCHOOL chooses to not extend an offer of employment in 201X-201X, EMPLOYEE shall not be expected to reimburse SCHOOL for amount paid by SCHOOL for state monthly contributions for the EMPLOYEE for the state health plan during the term of this sabbatical.
  - c. If Employee resigns prior to the end of Employee's employment contract for the 201X-201X school year, the SCHOOL reserves the right to collect reimbursement for benefits. EMPLOYEE may be required to reimburse SCHOOL for all amounts paid by SCHOOL for state monthly contributions for the EMPLOYEE for the state health plan during the term of this sabbatical minus a credit, if any, earned by EMPLOYEE; such credit shall be earned and calculated on a pro-rata basis as follows: days EMPLOYEE works divided by work days in the 201X-201X contract year, multiplied by total paid by SCHOOL.
    - i. The decision of whether the employee must reimburse Evergreen for amounts paid by Evergreen for state monthly contributions will be made by the Executive Director acting in accordance with the following conditions.
      - 1. Conditions under which employee **shall** be required to reimburse the school include resignation due to any reason other than inability to work due to medical reasons.
      - 2. Conditions under which employee **shall not** be required to reimburse the school include resignation due to: inability to work due to health reasons, which are substantiated by a health practitioner.
    - ii. Employee may dispute the decision by following Evergreen's Grievance Policy.
  - d. Such reimbursement (paragraph 7.a and 7.c) shall be made within sixty days of 1) notification of intent not to return to work for SCHOOL in 201X-201X, 2) non-acceptance of an extended employment contract, 3) notice of resignation of EMPLOYEE, or 4) upon such other terms as mutually agreed upon by SCHOOL and EMPLOYEE.
8. **RECOVERY OF AMOUNTS DUE.** The SCHOOL reserves the right to recover any sum paid as state monthly contributions into the state health plan owed by the EMPLOYEE to the SCHOOL/ SCHOOL's rights include garnishment of wages or any other lawful remedies. In such instances when recovery is required, SCHOOL is entitled to reimbursement for any necessary and reasonable costs, including attorney fees, incurred in recovering any sums due.
9. **EXPECTATIONS UPON RETURN.** The SCHOOL expects EMPLOYEE to share with other staff the new knowledge, information, skills, concepts, and/or ideas that informed EMPLOYEE'S professional growth. EMPLOYEE will share in the following way(s): \_\_\_\_\_
-

**I have read and agree to the Sabbatical Leave Understandings described above.**

_____ Signature of School's Agent	_____ Printed Name/Position	_____ Date
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_____ Signature of Employee	_____ Printed Name	_____ Date
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## **Title IX Sex Discrimination/Harassment Policy And Procedures**

### **Title IX Sex Discrimination / Harassment: General Policy**

*Board Approved 1/21/2021*

#### **General Terms**

The School is committed to providing an environment free from all forms of sex discrimination, including sexual harassment and violence, as required by law. Title IX of the Education Amendments of 1972 to the Civil Rights Act provides that "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

This policy and its associated procedures (see School policy, "Title IX Sex Discrimination / Harassment: Procedures," a/k/a "T.IX Complaint Procedures") shall apply in all instances to prohibit and address allegations of such misconduct.

#### **Prohibited Behavior**

The School and the law strictly prohibit the following behaviors, collectively referred to as "misconduct" under this policy.

- 1. Sex discrimination (unequal treatment).** Sex discrimination **typically involves some form of conduct that denies a student equal participation in or the benefits of any education program or activity or denies an employee equal workplace access or opportunity of the student's or employee's gender, respectively.**
- 2. Sexual harassment.** Sexual harassment, a form of discrimination, is any sexually-oriented conduct aimed at or negatively impacting a person, and which conduct is motivated by the

victim's gender. Such conduct can take many forms, including verbal, nonverbal, physical, or other behaviors that fall under one or more of the following categories:

- a. **Quid Pro Quo Harassment.** Typically involves a person in authority conditioning education or workplace benefits on the victim's willingness to engage in some type of sexual conduct. This kind of exchange or transaction in benefits for sexual favors involves a *quid pro quo* (i.e., "you do something for me, I do something for you.")
  
- b. **Hostile Environment Harassment.** Typically involves some form of unwelcome and unpleasant conduct; conduct that is so severe, pervasive, and objectively offensive to a reasonable person that it effectively denies a person equal access to the School's education program or activity or some regular workplace benefit or opportunity. Examples of sexual harassment, if motivated because of a victim's gender, may include, but are not limited to, the following:
  - Implied or express threats, aggression, or interference with normal conduct or movement
  - Deliberate, unwelcome touching of a sexual nature
  - Requests, express or implied, for sexual favors or activity
  - Taunting, agitating, or criticizing, including the use of epithets, derogatory comments, slurs, or lewd statements
  - Flirtations, advances, or propositions
  
- c. **Sexual Violence.** This includes sexual assault, dating violence, domestic violence, or stalking within the School or affecting a School program or activity, and defined as follows.
  - **Sexual assault** is any non-consensual sexual act prohibited by law.
  
  - **Dating violence** is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. Such a relationship is determined based on its length, type, and frequency of interaction.
  
  - **Domestic violence** includes such things as violent sexual crimes by a current or former spouse or intimate partner, or by any other person against an adult or youth victim who is protected from that person's acts by law.

- **Stalking** means engaging in the course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress.

**3. Retaliation.** Retaliation involves any action against an individual because the individual has made a report or complaint; has testified, assisted, or participated (or refused to participate) in a sex discrimination/harassment investigation, proceeding, or hearing. Retaliation can take many forms, including, but not limited to, intimidation, threats, coercion, disciplinary action, or discrimination.

#### **Addressing Misconduct Under This Policy.**

The School has the authority to independently address misconduct whenever aware of its existence, regardless of whether a complaint has been filed or whether the conduct violates any other School policy.

When misconduct occurs under this policy, the School Title IX Complaint Procedures shall be as follows. Any person believing they are a victim of misconduct is urged to file a complaint with the School's Title IX Coordinator.

#### **Publication and Notice of Policy and Procedures**

This policy and the associated Title IX Procedures shall be posted prominently on the School's website and in the School's office. The School shall also notify applicants for admission and employment, students, parents, employees, and persons providing applicant referrals for employment that the School does not discriminate based on one's sex in its educational programs or activities under Title IX. The notification shall be made in the form and manner required by law or regulation.

#### **Conflicts of Interest**

For purposes of this policy and the related Title IX Procedures, if any person normally responsible for some role or duty in the complaint process is the alleged perpetrator of misconduct, then that person's supervisor or another comparable person of authority shall serve in the alleged perpetrator's role. In the case of allegations against the School's Executive Director, the Board Chairperson (or designee who is not a subordinate of the Executive Director) shall serve in place of the Executive Director.

#### **Available Assistance**

Any individual, who believes they may have experienced any form of sex discrimination or sexual harassment, or who believes that they have observed such actions taking place, may receive information and assistance regarding the School's policies and reporting procedures from any of the following:

- The School's Title IX Coordinator:  
Beth Rankin, Business Manager  
50 Bell Road

Asheville, NC 28805  
828-298-2173x1218  
beth.rankin@evergreenccs.org

- The United States Department of Education, Office of Civil Rights: 1-800-421-3481.

## **Title IX Sex Discrimination / Harassment: Complaint Procedures**

*Board Approved 1/21/2021*

These procedures (“Title IX Procedures”) apply to instances of alleged or reasonably suspected discrimination or harassment, based on gender, against any person under the control of the School according to the School’s Title IX Non-discrimination/Harassment Policy (“Title IX Policy”). The School reserves the right to interpret and apply these procedures (“Title IX Procedures”) consistent with the Title IX Policy and subject to the law.

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## I. General Principles And Requirements

### General Information and Assistance

Any individual who believes they are a victim of gender-based discrimination or harassment under the School's Title IX Policy is encouraged to contact the School's Title IX Coordinator:

Beth Rhatigan, Business Manager  
50 Bell Road  
Asheville, NC 28805  
828-298-2173x1218  
[beth.rhatigan@evergreenccs.org](mailto:beth.rhatigan@evergreenccs.org)

### Key Terms and Designations

The following terms and role designations apply to these procedures:

- **Complainant:** A person filing a complaint according to these procedures. (Any reference to a Complainant may include the Complainant's parent, advisor, or other assisting person)
- **Respondent:** The alleged perpetrator of prohibited conduct under the School's Title IX Policy. (Any reference to a Respondent may include the Respondent's parent, advisor, or other assistant to the Respondent.)
- **Title IX Coordinator (or T.IX Coordinator):** A School employee assigned the responsibility to coordinate the complaint process.
- **Investigator / Preliminary and Final Investigative Reports:** An Investigator is a person assigned to investigate a valid complaint on behalf of the School and to issue both Preliminary and Final Investigative Reports (or "Preliminary Report" and "Final Report") for the Adjudicator's consideration. The Investigator is not a decision-maker in the complaint process but may present recommended findings of fact, conclusions, and corrective actions in the Reports. The **Preliminary Report** is the initial draft report prepared by the Investigator following investigation of the complaint, and issued to the parties for their review and responses, to be considered by the Investigator before preparing the **Final Report**.
- **Adjudicator / Initial Determination:** The person assigned, on behalf of the School, to review the Final Investigative Report and supporting record, make further inquiry as needed, and determine the validity of the complaint in the form of a written **Initial Determination**.

- **Appeal Committee / Appeal Determination:** The person or panel of persons assigned, on behalf of the School, to review (1) an appeal challenging an Initial Dismissal Decision by the Executive Director (or designee); or (2) an appeal challenging an Initial Determination by an Adjudicator. If an appeal is granted, the Appeal Officer/Panel will issue to the parties, as the respective circumstances require, a written Appeal Decision (as to the Initial Dismissal Decision) or Appeal Determination (as to the Initial Determination), upholding, modifying, or reversing the prior decision or determination, respectively.
- **Standard of Evidence / Clear and Convincing Evidence:** The degree of proof required to uphold allegations of a Respondent's misconduct and culpability. The School requires that all Report findings and recommendations and all Determinations of culpability be supported by **Clear and Convincing Evidence** to overcome the presumption of the Respondent's non-culpability.

### **Interim Support Measures**

In response to a formal or informal complaint, the School shall offer Supportive Measures available to the Complainant and the Respondent.

The Title IX Coordinator will provide a written explanation of interim support measures available and inquire to determine what corrective actions the Complainant may be seeking. If the Complainant identifies an interim support measure not already provided by the School, the School will consider whether it can provide such measure with minimal burden to the Respondent or others.

The following are examples of interim support measures:

- Academic accommodations, including change in classes, testing, or assignments
- Medical and mental health services, including counseling
- Modifications to education conditions (for students) including extracurricular activities, field trips, on or off-campus activities, or (for employees) work conditions
- A “no contact” directive pending the outcome of an investigation; such a directive serves as notice to both parties that they must not have verbal, electronic, written, or third-party communication with one another
- Providing an escort to ensure that a student Complainant can move safely between school programs and activities
- Transportation accommodations
- Assistance identifying an advocate to help secure additional resources or assistance, including off-campus and community advocacy, support, and services

### **Privacy Protections**

The School will never use or allow questions or evidence protected by a legally recognized privilege (e.g., attorney-client, doctor-patient), unless the person waives the privilege in writing, or such use is otherwise required, legally.

The School cannot unilaterally access or consider a party's records if those records are made or maintained by a physician, psychiatrist, or other recognized professional and made to provide treatment to the party. These records can only be accessed with a party's voluntary written consent. The School must keep confidential the identity of Complainants, Respondents, and witnesses, except as required by FERPA, or as required by law, or as necessary to carry out a Title IX proceeding.

During the complaint process, questions or evidence about the Complainant's prior sexual behavior – even with the Respondent accused of sexual harassment, and even in the cases where the Respondent already possesses evidence about sexual history -- are not deemed relevant.

### **Informal Resolution**

After a formal complaint is filed, the School may, in its discretion, offer and facilitate informal resolution options if the parties mutually agree. However, informal resolution may not be offered or allowed when involving student complaints against an employee Respondent. A party has the right to withdraw from informal resolution and resume the complaint process.

### **Complaint Dismissals**

The law *requires* the School to dismiss a complaint when the alleged misconduct

- fails to meet the definition of sexual discrimination or harassment (per the Title IX Policy);
- did not occur in a School educational program or activity; or
- did not occur in the United States

When a complaint is dismissed, the School may still address the alleged misconduct in a separate proceeding if it may have violated some other law or school policy.

The School, in its discretion, *may* dismiss a complaint when

- the Complainant notifies the Title IX Coordinator in writing of a request to withdraw the complaint
- the Respondent is no longer enrolled in (if a student) or employed by (if an employee) the School; or
- Specific circumstances prevent the School from gathering the necessary evidence to sufficiently investigate and determine an outcome.

If the Title IX Coordinator believes there is substantial reason to dismiss a complaint, the Coordinator shall make a written request to the Executive Director (or designee) to review it. The Executive Director will decide whether to dismiss the complaint. If the complaint is initially

dismissed, the Title IX Coordinator shall, on behalf of the Executive Director, promptly notify the parties in writing of the initial dismissal and the reasons.

Either party may appeal an initial dismissal decision by submitting a written request for appeal to the Title IX Coordinator within five (5) days of that initial decision. If the initial dismissal is not appealed in a timely or proper manner, the dismissal decision shall become final.

The Title IX Coordinator shall forward a timely request to a designated Appeal Officer or Panel, according to the Appeal process set forth further below in these procedures. Furthermore, the Target Deadlines in these procedures (set forth below) calculated based on the date of the complaint filing, shall be adjusted by adding ten (10) additional days to the calculations.

### **Complaint Process Officials: Fairness / Conflicts of Interest**

All officials involved in the complaint process (“Complaint Officials”) shall be objective, neutral, fair, and adequately trained and skilled in the conduct of their respective duties. No Complaint Official may serve in more than one role in any single complaint process.

A complaint official shall not serve in a complaint process if s/he has an actual, apparent, or potential conflict of interest; this includes being a subordinate or close colleague of an employee who is a party or is a family relative of a party. A Complaint Official (or prospectively appointed official) is duty-bound to notify the T.IX Coordinator of any such conflict. The Executive Director (or designee) shall serve in the T.IX Coordinator’s place if the conflict of interest involves the T.IX Coordinator.

In any instance where a Complaint Official or potential Complaint Official has a conflict of interest or is a party in the complaint process, the T.IX Coordinator shall appoint a qualified alternate for such role. The Executive Director (or designee) shall serve in place of the regular T.IX Coordinator when the Coordinator has a conflict of interest.

Whenever the Executive Director has a conflict of interest or is a named party in a complaint process, the Board Chairperson (or designee) shall serve in the Executive Director's place, as needed. In such instances, the T.IX Coordinator shall serve under the close supervision of the Board Chairperson (or designee) in carrying out the Coordinator duties. (This measure is necessary to avoid undue influence or bias if the T.IX Coordinator is a subordinate of the Executive Director.)

### **Content of Investigative Reports and Determinations**

Any conclusions or determinations made in the complaint process, whether in the Investigator's Reports or Adjudicator or Appeal Determinations (including a Final Determination), should include the following elements (in whatever form and scope deemed appropriate):

- a. **An executive summary** of the primary allegations, applicable school policies allegedly violated, conclusions drawn regarding culpability, and recommended corrective actions if necessary.

- b. **Complaint procedures** completed at that point in time, including a summary of primary investigative measures
- c. **Findings of fact** relative to the allegations
- d. **Analysis and conclusions** relative to the allegations and school policies violated or not violated.
- e. **A summation** regarding the ultimate determination of culpability
- f. **Any recommended or required corrective actions**; these include remedies for the Complainant or disciplinary sanctions for Respondent (if the Respondent is culpable). Any remedies should address how the Complainant's access to education (in the case of a student) or workplace equity (in the case of an employee) will be restored or preserved, as necessary, with an accompanying rationale
- g. **Any applicable and subsequent procedural rights of the parties** within the complaint process

## II. Complaint Process Steps

### Process Overview, Target Deadlines, and Extensions/Delays

**Timing / “Days.”** The following chart provides a step-by-step overview of the complaint process stages, with detailed descriptions indicated below. All steps should be completed as promptly as possible, but no later than a target deadline, unless there is good cause for delaying a deadline. The decision to postpone a deadline may be made by the Title IX Coordinator or the complaint official presiding over the current process stage. Reference to a “day” or number of days shall refer to a School business day unless otherwise noted. In the timeline chart below, a deadline marked with an asterisk indicates a calculation based on a calendar day, not a School business day. The date the School received actual notice of a complaint (formal or informal) constitutes the “Complaint Date” (Day 0). Target Deadlines calculated from the complaint date shall be adjusted by **adding ten (10) days when a party appeals an initial dismissal decision.**

Complaint Stage	Target Deadlines**
Date of complaint filing (i.e., the date that the School has actual notice of the complaint)	Complaint Date (“C”) C+0
T. IX Coordinator meets with Complainant to discuss the complaint, review rights, policies, processes, supportive measures, how to formalize the complaint, etc.	C+1 (Day)
Formal complaint finalized and signed if, after initial discussions and review, Complainant or T.IX Coordinator believe grounds exist to proceed with Complaint. <i>(Note: The Complainant shall have the right to formalize a Complaint even if T. IX Coordinator believes</i>	C+3

<p><i>the matter should be referred for dismissal determination.)</i></p> <p>T.IX Coordinator evaluates if grounds to dismiss Complaint <i>may</i> exist and whether to forward the Complaint for a dismissal determination by the Executive Director. <i>(Such referral and determination may also occur subsequently, as appropriate.)**</i></p>	
<p>If applicable, dismissal referral (by T. IX Coordinator) and Determination by Executive Director <i>(Note: referral for and dismissal may also occur later in the process as new information arises or circumstances allow; the right to appeal any dismissal shall be made within 10 days of a Dismissal Determination.)**</i></p> <p>Assignment of Investigator, Adjudicator, Initial Notice of Complaint to Parties</p>	C+7
Final Investigation Report issued. Adjudication process initiated	C+30*
Adjudicator review of Final Investigative Report, the opportunity for parties to submit questions, further inquiry (as needed), Initial Determination issued	C + 45*
Right to Request Appeal	Adjudicator Determination + 5
Appeal Determination	C + 60*

\*\*If a Complaint is referred for dismissal, initially dismissed, appealed, and the initial dismissal is overturned on appeal and allowing the Complaint to proceed, all timelines shall be adjusted based on the number of days required for the dismissal and appeal process.

Complaint process target deadlines may be postponed for good cause. In such instances, the parties and other affected persons shall be notified of the postponement and its reasons. Good cause for a delay may include such things as an excusable absence of a party or witness due to illness, an unavoidable scheduling conflict; a law enforcement process affecting the complaint process; the need to provide accommodation; instances when students or non-administrative employees are not at the School and such individuals are necessary to but not available in the Complaint process (e.g., teacher workdays, summer vacations, other breaks in classes and workdays).

### **Detailed Process Stages and Requirements**

## **1. Filing and Formalizing a Complaint**

Any person who believes s/he is a victim of prohibited conduct under the T.IX Policy (the "Complainant") is urged to report the matter to the T.IX Coordinator promptly.

Once the School has actual knowledge of misconduct under its Title IX Policy, it shall respond as promptly as feasible, normally within one day. Actual knowledge means notice of or allegations received by the Title IX Coordinator, a school official with authority to institute corrective measures or any school employee.

Complaints may be informal and formal. An informal complaint is any notice to the School, by any reasonable means of communication (e.g., email, personal communication, written notice), of an allegation of misconduct under the Title IX Policy. A formal complaint is a detailed description of an informal complaint set forth in a standardized form provided by the School, completed by and signed by the Complainant or the Complainant's parent/guardian or advisor, or signed by the Title IX Coordinator.

## **2. Initial Response / Meeting with Complainant**

When the complaint is filed, the T.IX Coordinator shall meet promptly with the Complainant. The Coordinator will inform the Complainant of the right to file a formal complaint and how to do so, review the complaint process, answer the Complainant's questions, and provide Complainant with a copy of the T.IX Policy and Procedures.

## **3. Investigator and Adjudicator Appointment**

The Title IX Coordinator shall appoint an objective, trained, competent, and unbiased Investigator (e.g., Associate Director) and Adjudicator (e.g., Executive Director) to the matter within seven days.

## **4. Notice of Complaint**

The Title IX Coordinator will provide written notice of the complaint filing to the relevant parties and the Investigator. Such notice shall include the following:

- a. The names of the Complainant and the Respondent
- b. A brief summary of the essential allegations of wrongdoing
- c. A more detailed account of the relevant allegations and facts, including critical dates, actions, witnesses, and individuals with relevant knowledge
- d. The presumption of non-culpability of the Respondent
- e. The range of possible remedies and disciplinary sanctions following any determination of culpability

- f. The standard of evidence that will apply to investigative findings, recommendation, and any determination
- g. Notice of any School code of conduct provision prohibiting the making or facilitating any false statements or evidence in a grievance or complaint process
- h. That the parties may
  - have an advisor of their choice;
  - request to inspect and review the available evidence and a copy of the relevant code of conduct;
  - participate, by mutual written agreement, in informal resolution when not involving a student allegation against an employee; and
  - appeal an initial complaint dismissal or Initial Determination

## **5. Investigation / Preliminary and Final Investigation Report**

The Investigator shall begin to investigate the complaint as promptly as practicable, but normally no more than ten (10) working days from the date the School receives notice of the complaint. The Title IX Coordinator and Investigator shall have the complete cooperation of all persons during the investigation.

The investigation should be completed as promptly as possible, but no later than thirty (30) calendar days from the date the School has notice of the complaint, unless there is good cause for a delay.

The Investigator shall meet with all individuals reasonably believed to have relevant information, including the Complainant, Respondent, and any witnesses to the alleged misconduct, or other persons who may have relevant knowledge or information. The Investigator shall not interview the Respondent without giving the Respondent reasonable time to prepare for such an interview, following initial notice of the complaint.

The investigation shall be carried out as discreetly and confidentially as possible. The Investigator will objectively evaluate all relevant evidence and make all necessary credibility determinations.

Following a reasonably thorough investigation, the Investigator will prepare a Preliminary Report and simultaneously issue to the parties copies of the Report and evidence on which it relies. The Investigator shall notify the parties that they may have up to ten (10) days to submit to the Investigator written responses to the Initial Report, including any questions they wish the Investigator to ask of the other party or consider. The Investigator will promptly provide a copy of each party's response to the other party after s/he receives both responses or after the ten-day response period, whichever comes first. The Investigator shall objectively, equitably, and diligently consider and address the parties' written responses.



The Investigator shall prepare a Final Investigative Report, modifying the Initial Report as warranted by any party responses or other relevant considerations. The Final Report will be provided simultaneously to the parties, the Title IX Coordinator, and the Adjudicator within thirty (30) calendar days from the complaint notification date, unless good cause requires a postponement.

The Investigator's Preliminary and Final Reports' shall address the required Report elements previously set forth in these procedures.

**Adjudicator Determination.** The complaint shall be resolved in a written Initial Determination issued by the School's appointed Adjudicator, no sooner than ten (10) days after the Investigator issues the Final Report. The Initial Determination may reasonably adopt or incorporate any portion of the Investigator's Final Report and address the required Determination elements previously set forth in these procedures.

## 6. Appeals

**Initial Dismissal Decision Appeals.** A party has the *right* to appeal an Initial Dismissal Decision by the Executive Director. In such instances, the matter shall be handled according to the procedures set forth previously. (See "Complaint Dismissals")

**Initial Determination Appeals.** A Party also has a right to appeal any Initial Determination by the Adjudicator, but only in the following circumstances and by showing with reasonable evidence,

- (1) a substantial procedural irregularity that affected the determination outcome;
- (2) new and relevant evidence that was not reasonably available when the determination was made; or
- (3) the Title IX Coordinator, Investigator, or Adjudicator had a demonstrable conflict of interest or bias that affected the outcome

An appeal of an Initial Determination may also be *allowed in the discretion of the Executive Director* (or designee) if s/he believes other compelling reasons require such appeal.

An appeal request must be submitted in writing to the Title IX Coordinator within five (5) days following the Initial Determination, as the case may be, and shall clearly and concisely set forth the basis for a right to appeal, including all supporting evidence. Failure to submit a timely and substantively compliant appeal request shall constitute a waiver of any right to appeal.

The T.IX Coordinator will notify the Executive Committee of the Board of the appeal. The Executive Committee will appoint an Appeal Committee (i.e., Grievance Committee) to serve as an impartial decision-maker. The Appeal Committee shall review the parties'

appeal submissions, the existing complaint process record, and any other relevant and available information deemed appropriate.

The Appeal Determination shall be issued as promptly as possible, but no later than sixty (60) calendar days from the original complaint date, subject to any postponement for good cause. The Appeal Determination shall address the required Determination elements previously set forth in these procedures. There shall not be a right to any live, in-person hearing unless the Appeal Committee believes circumstances compel such a live hearing.

Upon receipt of a proper Initial Determination Appeal request, the Title IX Coordinator will issue a written notice to each of the parties that includes the following:

- A copy of the appeal request and supporting documents
- The applicable appeal procedures, including the identity and role of the Appeal Committee
- The right of the parties (a) to submit to the Appeal Committee and written, relevant questions a party wishes to address to the other party or a witness, (b) to receive the answers to questions submitted, and (c) to allow for additional, limited follow-up questions from each party.
- Relevant questions include only those that address whether grounds for appeal exist and their implications for the appeal determination
- A party is entitled to an explanation for any rejection of the party's submitted question.

**Corrective Actions.** In cases involving a determination of Respondent's culpability, the School shall take appropriate corrective actions designed to prevent the misconduct from recurring, and restores and preserves the Complainant educational or workplace rights (as the case may be). Corrective actions include (a) appropriate remedies for the Complainant and (b) any appropriate disciplinary sanctions. Examples of such corrective actions are as follows.

**a. Remedies.** Remedies for a Complainant may include, but are not limited to, the following:

- Providing an escort to ensure that the Complainant can move safely between classes and activities;
- Ensuring the Complainant and perpetrator do not share classes or extracurricular activities;
- Moving the Respondent or Complainant (if the Complainant requests to be moved) to a different classroom or location;
- Providing services including medical, counseling, and academic support services, such as tutoring; or

- Training or retraining school employees on the School's responsibilities to address allegations of misconduct and how to conduct Title IX investigations;
- Developing materials on sexual discrimination and harassment, which should be distributed to all staff and students;
- Conducting bystander intervention and sexual discrimination and harassment prevention programs with students or staff;
- Conducting a School climate check to assess the effectiveness of efforts to ensure that the School is free from sexual misconduct, and using that information to inform future proactive steps that the School might take;
- Targeted training for a group of students if, for example, the sexual harassment created a hostile environment (i.e., on an athletic team);
- When the School cannot conduct a full investigation into a particular incident (i.e., when it received a general report of sexual violence without any personally identifying information), it should consider remedies for the broader student population in response.

**b. Disciplinary Sanctions.** Disciplinary sanctions against a culpable student or employee Respondent may include the following:

- **For Student:** verbal warning, written warning, interim suspension, restitution, suspension, *expulsion*, required training, counseling, required completion of a probationary period without additional infractions, or requiring the Respondent to stay away from and not communicate with the Complainant in and during any School setting or activity.
- **For the employee:** verbal or written warning or reprimand, placement on a closely supervised action plan or probationary status, change of duties, salary penalty or reduction, suspension without pay, dismissal, reporting to law enforcement (in instances of illegal or potentially illegal activity related to the misconduct).

**c. The T.IX Coordinator Oversight.** The T.IX Coordinator is responsible for facilitating and documenting (a) the implementation of any remedy and (b) disciplinary sanctions carried out by appropriate School officials. If the Coordinator suspects or knows of a failure to implement required remedies and sanctions fully, the Coordinator will submit a written notice of concerns to the Executive Director.

## **New Employee Criminal History Check Policy**

*Approved by Board of Directors 6/19/14*

The business manager shall at least annually, and at any time upon having knowledge of statutory or policy changes applicable to New Hire Criminal History Checks pertaining to charter schools, review Evergreen's New Hire Procedures to verify those procedures mirror the policy

adopted by the Buncombe County Board of Education that requires an applicant for employment be checked for a criminal history, as defined in G.S. 115C-322. Upon completion of any review or change in procedure the business manager shall, in writing, confirm compliance to the executive director and that the policy is applied uniformly for all applicants for employment before an applicant is given an unconditional job offer. Evergreen may employ an applicant conditionally while the board is checking the person's criminal history and making a decision based on the results of the check.

## **Buncombe County Schools Policy 7100**

### **RECRUITMENT AND**

### **SELECTION OF PERSONNEL**

*Policy Code:*

**7100**

#### **A. CRIMINAL HISTORY**

Except as otherwise provided in Section D of this policy, applicants must notify the human resources director immediately if they are arrested, charged with, or convicted of a criminal offense (including entering a plea of guilty or *nolo contendere*) other than a minor traffic violation (i.e., speeding, parking, or a lesser violation). Notice must be in writing, must include all pertinent facts, and must be delivered to the human resources director no later than the next scheduled business day following the arrest, charge, or conviction, unless the applicant is hospitalized or incarcerated, in which case the applicant must report the alleged violation within 24 hours after his or her release. Upon judicial action in the matter, the applicant must report the disposition and pertinent facts in writing to the human resources director no later than the next business day following adjudication.

A criminal history check and a check of sex offender registries must be conducted on all final candidates for employment with the school system. Criminal history checks must be conducted in accordance with state law and any procedures established by the superintendent. School officials shall not require candidates to disclose expunged arrests, charges, or convictions and shall not ask candidates to voluntarily disclose such information without first advising that disclosure is not required. The superintendent or designee shall report to the State Board of

Education any licensed individual who is found to have a criminal history, as required by State Board policy. Special requirements are described in Section D of this policy for criminal history checks of candidates for certain positions working with pre-school children or working in afterschool or developmental day programs.

A final candidate for employment or for hiring as an independent contractor will be excluded from hiring on the basis of criminal conduct only when doing so is job-related and consistent with business necessity. If a final candidate is found to have been convicted (including entering a plea of guilty or nolo contendere “no contest”) of a criminal offense, other than a minor traffic violation, the superintendent shall determine whether the individual is qualified for employment despite the criminal history by considering, among other things, whether the individual poses a threat to the safety of students or personnel or has demonstrated that he or she does not have the integrity or honesty to fulfill the duties of the position. The following factors will be considered in making this determination: (1) the nature and gravity of the offense or conduct; (2) the time that has passed since the offense or conduct and/or completion of the sentence; and (3) the nature of the job sought. Before the superintendent may exclude a final candidate based on his or her past criminal convictions, the superintendent must give the candidate the opportunity to demonstrate that the exclusion does not properly apply to him or her. The requirements of this paragraph do not apply to a child care provider who is determined to be disqualified by the Division of Child Development and Early Education on the basis of a criminal history check conducted pursuant to G.S. 110-90.2, 42 U.S.C. 9858f, and 45 C.F.R. 98.43. (See Section D of this policy).

The board has determined that every position with the school system, regardless of whether the position is located in a school or elsewhere, potentially entails contact with students, either on a regular, occasional, or emergency basis. For that reason, no individual who is a registered sex offender subject to the provisions of policy 5022, Registered Sex Offenders, will be hired for any position with the school system.

In addition, each contract executed by the board with an independent contractor or for services of independent contractors must require the contractor to check sex offender registries as specified in policy 5022, Registered Sex Offenders.

#### **D. Criminal History Checks Of Child Care Providers**

For purposes of this section, a “child care provider” is:

1. any person who works or is a final candidate seeking to work in a classroom or program licensed by the Department of Health and Human Services, Division of Child Development and Early Education (DCDEE); and
2. any person, including a volunteer, who has unsupervised contact with children enrolled in such classrooms or programs.

Before beginning initial employment or volunteer service and at least every three years thereafter, each child care provider must complete a criminal background check that meets the requirements of G.S. 110-90.2, 42 U.S.C. 9858f, and 45 C.F.R. 98.43 and present a letter issued by DCDEE indicating that the individual is qualified to have responsibility for the safety and well-being of children based on the individual's criminal history.

After September 30, 2019, no person shall (1) be employed, continue to be employed, or be permitted to volunteer as a child care provider, or to otherwise have unsupervised contact with students enrolled in a licensed classroom or program operated by the school system or (2) be counted in the staff/child ratio of such classroom or program, unless the person holds a current valid qualification letter issued by DCDEE. However, a child care provider with provisional status may be employed pending final results of the criminal background check but shall be subject to the restrictions established by 10A N.C.A.C. 09 .2703(f).

The application fee and cost of fingerprinting associated with the DCDEE criminal history check process shall be borne by the board.

A child care provider who has incurred any pending charges, indictments, or convictions (other than minor traffic offenses) since the last qualification letter was issued by DCDEE shall notify the director of human resources in writing of such charges within five business days or before returning to work, whichever comes first. The director of human resources shall notify DCDEE within one business day of being notified.

The superintendent or designee shall include the criminal history mandatory reporting requirement in all new employee orientation information for child care providers. The superintendent shall also be responsible for establishing effective recordkeeping methods and other processes as necessary to ensure compliance with all legal requirements pertaining to criminal history record checks of child care providers.

## **Employee Protection (Whistleblower) Policy**

*Adopted: January 20, 2011*

If any employee reasonably believes that some policy, practice, or activity of Evergreen Community Charter School is in violation of law, a written complaint must be filed by that employee with the Executive Director or the Board President.



# GENERAL POLICIES

## A, B, C, D Decision-making Process & Procedure

*Board approved 9/19/13*

### **Overview:**

Though some decisions are made solely by the Board and some solely by administration, many decisions will require the input and/or vote of stakeholder groups. These groups may be faculty and staff, parents, students, greater community or any combination of these. Proposals or recommendations can be brought to administration or the Board for vote by Board Committees, staff leadership teams or the Executive Director. Proposals and recommendations will almost always include input from multiple individuals and frequently from multiple stakeholder groups.

### **Process Steps:**

#### Identification of Issue

Identifying an issue that needs attention occurs in many ways. It may come from a board discussion, a review of the handbook, a new idea generated at a retreat, a state law, a staff suggestion, etc. Identified issues that the Board or Executive Director find necessary to address will be assigned to an individual or group for study.

#### Determining the Type of Decision

The individual or group assigned to study the issue suggests which type of decision it is (see section below, "Types of Decisions") to the Board or Executive Director who have the responsibility for affirming or altering the suggestion.

#### Gathering Input and Forming a Proposal

Upon approval of the decision type (if B, C, or D), the individual or group assigned to study the issue then 1) determines who to ask for input; 2) determines how to gather the input; 3) uses the input in the formation of a proposal.

For B, C and D decisions, determining who to solicit input from is decided on a case-by-case basis with the goal of involving as many stakeholder groups as is deemed appropriate. Primary stakeholder groups include Board, staff, parents and students. The decision of who to ask is made by the group or individual preparing the proposal. The strength of the proposal shall, **in part**, be determined by the extensiveness and appropriateness of solicited input.

#### Discussion and Vote

The individual or group assigned to study the issue then brings the proposal to the appropriate group for discussion and vote.



## Types of Decisions

### A & B Decisions

Whether a decision should be made by administration or by the Board generally depends on whether it relates primarily to policy or process. Board decisions relate to “how well” the school performs (policy). Administration’s decisions relate to “how will” the school perform (process). Some decisions are mandated by NCDPI to be Board decisions.

“A-Board” Decisions: These decisions are made by the Board without input from stakeholders other than those who represent stakeholder groups and serve on the Board. These are typically decisions of policy that require little or no stakeholder input and/or need to be made immediately in the interest of safety.

Examples:

- The school shall establish a Task Force to address a particular issue at the school.

“A-Administration” Decisions: These decisions are made by the Executive Director without requisite input from other stakeholders or without input other than from those on the administrative team. These are typically decisions of process that require little or no stakeholder input and/or need to be made immediately in the interest of safety.

Examples:

- The school will establish professional study groups to address the SIT goal.
- The school will close early due to inclement weather.

“B-Board” Decisions: These decisions are made by the Board with input from others in advance of the decision. Some of these decisions fall to the board due to state mandate. Input may be gathered using monthly web-based surveys linked to the Board Chair’s Board Meeting Summary email letter. Additional correspondence to the board is welcome at any time. In the case of important and complex issues and proposals, face to face collaborative meetings may sometimes be held for stakeholder groups. Such meetings can be scheduled by the Board.

Examples:

- Financial decisions such as the yearly budget (input from Finance Committee), salaries (input from Admin Team), and major facility upgrades (input from staff and parent stakeholders)
- School year calendar decisions (input from whole staff)

“B-Administration” Decisions: These decisions are made by the Executive Director with input from others in advance of the decision. Input may be gathered using surveys, phone or face to face meetings with select stakeholders, or face to face meetings with whole stakeholder groups. Such meetings can be scheduled by the Executive Director.

Examples:

- Personnel decisions such as evaluation procedures (input from admin team), hiring (with final approval by Board) (input from hiring team)

- Programmatic decisions such as teachers looping with classes (input from teachers involved)
- Processes of day-to-day operations such as enforcing the state mandated components of the Attendance Policy (input from Director of Student Services and admin team)

“C” Decisions: These are collaborative decisions made by all staff, Board Committees, Staff Leadership Teams or Parent Leadership Teams. Administrators or Board members might be involved but would have equal say with faculty.

Examples:

- Development and implementation of School Improvement Plan
- Approval to implement a new fundraiser.
- Specific initiatives or procedures such as school events (staff leadership team), report cards (all staff), portfolios (grade-level staff teams), schedules (grade-level and enrichment teacher teams)

“D” Decisions: These are delegated decisions. There might or might not be an administrator involved. A D decision is made by the individual or group delegated to make it.

Examples:

- Ending an off campus trip early due to inclement weather (delegated to lead teacher)
- Ordering office supplies (delegated to receptionist)

### Summary:

All voices at Evergreen are valued and heard. **Our ideal is consensus** — when all of us are on the same page and feel ownership of decisions that affect everyone. In reality, however, some B and C decisions will be based on the opinions/feelings of the majority, and difficult or divisive decisions will be made by either the Board or Administration (particularly those that involve finances and personnel). It is important to realize that even though every voice is valued and heard, not all decisions will please everyone all of the time.

### Term Clarification

Decisions:

- Are not always to create a policy or a procedure
- Can be formal or informal
- Have broad or narrow application
- Change or not depending on the issue and context
- Are made by individuals or groups

Policies:

- Have broad application
- State the general guiding principle
- Are statements of “what” or “why”
- Rarely change
- Are approved by the board

Procedures:

- Have narrow application
- Describe in detail specific processes, protocols, or steps
- Are statements of “how,” “when,” and/or sometimes “who.”
- Are prone to change
- Do not need board approval

## **Volunteer Policy**

*Approved 7/19/16 revised 8.23.18 rev. 9/20/18*

The Evergreen Board of Directors recognizes the valuable contributions that school volunteers can make to the learning process and educational goals of the school. Instructional programs are enhanced through the participation of community members, local business and industry, and family members of the students. These volunteers contribute time, resources and expertise, while providing needed support to help ensure educational success for all children.

The Executive Director or his/her designee shall be responsible for the implementation and supervision of the school volunteer program. The school volunteer program will provide the following:

- Adequate screening of volunteers based upon the amount of contact they will have with students;
- A criminal and motor vehicle records check in accordance with applicable policy/procedure;
- Reasonable supervision of volunteers based at least in part upon the amount of contact they will have with students; and
- Adequate training of volunteers, including familiarizing volunteers with applicable laws, board policies, administrative procedures and school rules.

All school volunteers, to remain in good standing, will be expected to be professional and dependable in their volunteer activities, and to comply with all applicable laws, policies, procedures and rules, including the policies of this Board.

**This policy will become effective August 27, 2018.**

## **Volunteer Policy Rules And Procedures**

### I. Introduction

The purpose of this section is to set forth the procedures for screening and training volunteers with Evergreen.

### II. Rules and Procedures

- a. All volunteers are required to complete an Evergreen Volunteer Application Form.
- b. All volunteers will be held to professional standards for maintaining the confidentiality of student records. The Executive Director or his/her designee will advise volunteers on the issues and importance of confidentiality of student information. Volunteers shall not be granted access to a student's confidential education record.
- c. Level I Volunteers – No formal screening is required for volunteers who volunteer on a sporadic or occasional basis and who do not have unsupervised contact with students. As a general rule, these volunteers will include individuals who help with classroom activities, fundraising activities, testing proctors, school carnivals and fairs, and volunteers who help with campus beautification projects. These volunteers shall be classified as Level I Volunteers.
- d. Level II Volunteers – A criminal and motor vehicle record history check shall be conducted for all volunteers who are anticipated to have unsupervised contact with students and/or who plan or intend to volunteer at school on a consistent and regular basis. As a general rule, these volunteers will include in-class volunteers, extracurricular coaches (e.g., such as Odyssey of the Mind), sports coaches, after hours tutors, field trip drivers, and overnight field trip chaperones. These volunteers also include clerical and office assistants who volunteer on a consistent and regular basis. These volunteers shall be classified as Level II Volunteers.
- e. Duties – The Executive Director or his/her designee shall be responsible for assuring that all volunteers undergo training in accordance with paragraph “f” below. The Evergreen Volunteer Application Form shall not include any personal, private, and/or confidential information. The Executive Director and/or the Business Manager shall ensure that a criminal and motor vehicle record history check is completed for all Level II Volunteers. No one other than the Executive Director and/or the Business Manager shall have access to the information gathered from the criminal and motor vehicle record check. Each volunteer shall provide his/her personal information to a secure and encrypted web-based platform, such as BIB's “Secure Volunteer” system, selected by the Executive Director to safeguard each volunteer's personal information.
- f. Training – All volunteers are required to undergo volunteer training that addresses professionalism, appropriate and ethical behavior with students and confidentiality issues, at a minimum.
- g. Volunteers must register in the school office at the beginning of each school visit.

- h. Criminal and motor vehicle record history check – A “criminal and motor vehicle record history” for the purpose of this policy shall consist of a nationwide criminal record search completed by an experienced and reputable criminal record searching agency, as well as a North Carolina motor vehicle record search. The review of a criminal and motor vehicle record and decision on whether the applicant is eligible to serve as a volunteer shall be determined by a special committee created by the Board in accordance with Board policy.
- i. Continuous Screening – All Level II Volunteers shall be continuously screened through an automated background check program such as “BIB Guardian”.

## **Volunteer Policy: Background Checks**

### **I. Procedure**

- a. A criminal and motor vehicle background check will be conducted on all volunteers who chaperone overnight field trips or have unsupervised contact with students.
- b. A criminal and motor vehicle background check by a private contractor shall be conducted for all states in which the volunteer has resided for the past twenty years or since the applicant was 16 years old, whichever is shorter. Prior to conducting this criminal history check, Evergreen will obtain a Waiver and General Release form from the volunteer applicant authorizing the background check. Alternatively, this Waiver and General Release will be obtained electronically by a web-based platform, such as BIB’s “Secure Volunteer” system, used to process criminal history checks. No person will be permitted to chaperone overnight field trips or have unsupervised contact with students who (1) refuses to authorize the background check or (2) provides inaccurate or incomplete information about his or her previous residences, name(s) or any other information requested in the Evergreen Volunteer Application Form, with the exception that individuals who do not have a social security number shall not be required to provide one but will need to contact the Business Manager or Executive Director for alternative procedure.
- c. If Evergreen receives any indication of a disqualifying criminal history as a result of a criminal history check by a private contractor, the volunteer applicant will be notified of the adverse results in accordance with the Fair Credit Reporting Act. Any indication of a disqualifying criminal history will be verified either by the applicant, by court records, or by other reliable means before any decision is based on such results.
- d. Evergreen shall enter all Level II Volunteers into a system that checks continuously for new criminal and motor vehicle offenses. If Evergreen receives any indication of a disqualifying criminal history as a result of the ongoing criminal history check by a private contractor, the volunteer applicant will be notified as per paragraph 1c.

- e. All Level II Volunteers entered into the continuous screening system shall be removed from the system upon cessation of Level II Volunteer approval. This shall be done at the request of the volunteer and/or upon leaving the school.

## II. Effect of Criminal History

- a. The following offenses will not be considered in making decisions on volunteer applicants except that traffic offenses will be considered if the person is applying for a position as a driver:
  - 1. Infractions;
  - 2. Traffic offenses that are not felonies and are not related to and did not involve driving while intoxicated or under the influence of a drug or intoxicating substance; and
  - 3. Offenses that have been "waived."
- b. If the criminal history check or other information shows that the volunteer applicant has failed to disclose a guilty plea, conviction, no contest plea, prayer for judgment continued or pending charge on his/her application, the applicant will be disqualified.
- c. If the criminal history check or other information shows that the applicant has been convicted, pled guilty, or pled no contest to a felony that is listed in N.C.G.S. 115C-332(a)(1), or to a comparable federal law felony or felony from another state, the applicant will be disqualified.

## III. Volunteer Standards

If the criminal history check or other information shows that the applicant has been convicted, pled guilty, or pled no contest to felonies other than those listed in N.C.G.S. 115C-332 (a)(1), or to misdemeanors, the factors listed below will be considered in making the determination of whether the nature of the offense or offenses indicates that the person may pose a threat to the safety of students or personnel or whether the offense or offenses indicate that the person may not have sufficient honesty, integrity, or morality to serve in the capacity of a chaperone having unsupervised contact with students.

- a. Factors that weigh against the applicant being permitted to have unsupervised contact with students include:
  - 1. The victim of the offense was a child;
  - 2. There were drugs or narcotics involved in an offense;
  - 3. The offense was sexual in nature;

4. The offense involved a violent act or the threat of violence against a person;
  5. The offense involved deception, dishonesty or fraud;
  6. There was a pattern of offenses or multiple offenses;
  7. The offense was a felony;
  8. The offense was within the last ten years;
  9. The evaluation of a person who supervised the applicant contemporaneously with or subsequent to the event is that the offense is indicative of a pattern of behavior.
- b. Factors that indicate that the applicant might be permitted to have unsupervised contact with students in spite of his or her criminal history check include:
1. The applicant has no convictions, guilty pleas, or pleas of no contest for at least ten years;
  2. There was only one offense;
  3. The applicant was under 21 years old at the time of the offense;
  4. The offense was a misdemeanor not included in the articles listed in N.C.G.S.115C-332(a)(1);
  5. There is evidence of rehabilitation;
  6. The evaluation of a person who supervised the applicant contemporaneously with or subsequent to the event is that the offense is not indicative of a pattern of behavior.
- c. If the criminal history check discloses that the applicant has had one or more arrests for a sexual offense as defined in Article 7A of Chapter 14 of the N.C.G.S. and/or child abuse without convictions, prayers for judgment continued, deferred prosecutions, or charges with no disposition, Evergreen will conduct an expanded evaluation to determine whether the arrests or the underlying conduct indicate a pattern of behavior that may show that the person poses a threat to the safety of students or personnel or that the person may not have sufficient honesty or integrity to serve in the capacity of a chaperone having unsupervised contact with students.

#### IV. Pending Charges

If the criminal history check or other information indicates that there are one or more charges currently pending:

- a. If the charge is for a felony listed in N.C.G.S. 115C-332(a)(1), the applicant shall not be considered as a volunteer in the capacity of a chaperone having unsupervised contact with students until the charges are resolved.
- b. If the charge is for an offense other than a felony listed in N.C.G.S. 115C-332(a)(1):
  1. The applicant shall not be considered as a volunteer in the capacity of a chaperone having unsupervised contact with students unless the determination is made that, even if the applicant is guilty, the conviction would not indicate that the person poses a threat to the safety of students or personnel or that the person does not

have sufficient honesty or integrity to serve in such capacity. In making this determination, the factors listed in Section III above will be considered.

2. If such determination is not made, the applicant shall not be further considered until the charges are resolved.

V. Notice Requirement

If Evergreen receives any indication of a disqualifying criminal history as a result of a criminal history check by a private contractor, the applicant will be notified and provided a copy of his or her criminal history in accordance with the Fair Credit Reporting Act. If the applicant denies the information provided to Evergreen of a disqualifying criminal history, the information will be verified either by an examination of court records or other reliable means before any decision is based on such results. In the event a disqualifying decision is made, Evergreen will provide the applicant with the name, telephone number and address of the consumer reporting service that supplied the report, a statement to the effect that the reporting agency did not make the decision or take the adverse action and cannot give specific reasons for it, and a notice of the applicant's right to obtain a free copy of the report from the reporting agency within 60 days and to dispute the information in the report.

VI. Criminal History Checks of Current Volunteers

- a. Evergreen may conduct criminal history checks using private contractors on current volunteers charged and/or convicted of a crime provided the procedure complies with the Fair Credit Reporting Act.

VII. Record Keeping Required

- a. If a volunteer applicant is denied, based on the information contained in the applicant's criminal history, a written record shall be made of the reason(s) for the denial. The record shall be maintained for a minimum of one year.
- b. If a volunteer applicant is approved and the applicant has a record of a conviction, a written record shall be made of the reason(s) for the approval. The record shall be maintained for a minimum of five years.
- c. If the applicant has no record of convictions, no determination need be made, but a copy of the criminal history report shall be maintained for a minimum of one year.
- d. Copies of criminal histories obtained by Evergreen shall be maintained in accordance with applicable state and federal law, and State Board of Education Policy.



# Conflict of Interest Policy

*Rev. 8.23.18*

References: Section 4.3 Charter Agreement; GS Section 115C-218.15; GS Section 55A-8-31

A person shall not be disqualified from serving as a member of a charter school's board of directors because of the existence of a conflict of interest, so long as the person's actions comply with the school's conflict of interest policy as provided in G.S. 115C-218.15(b)(3) and applicable law. Reference § 115C-218.15.

No voting member of the governing board shall be an employee of a for-profit company that provides substantial services to the charter school for a fee.

## SECTION 1. GENERAL PROVISIONS.

Directors shall avoid improper conduct arising from conflicts of interest and shall abide by all legal requirements governing conflicts of interests, including G.S. 55A-8-31. If any Director has or may have a conflict of interest in a matter pending before the Board, such member shall fully disclose to the Board the nature of the conflict or potential conflict. No transaction may be approved if it would constitute self-dealing.

## SECTION 2. STATUTORY REQUIREMENTS.

Board practice regarding conflicts of interest shall be governed ultimately by G.S. 55A-8-31, as amended or replaced at any time subsequent to the adoption of this policy. Specific statutory requirements include the following.

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation 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 he is 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, but a transaction shall not be authorized, approved, or ratified under this section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action 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 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. The vote of these members, however, 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 constitutes a quorum for the purpose of taking action under this section.

(e) The Articles of Incorporation, Bylaws, or a resolution of the Board may impose additional requirements on conflict of interest transactions.

SECTION 3. DEFINITIONS.

(a) Interested Person. Any Director, principal officer, or member of a committee with Board-delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(1) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,

(2) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(3) 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 as well as gifts or favors that are not insubstantial.

#### SECTION 4. 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 given the opportunity 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 determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation 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 Chairman of the Board of Directors, or the chair of the committee 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 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 own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

(d) Violations of the Conflicts of Interest Policy.

(1) If the Board of Directors or one of its committees has reasonable cause to believe a member has failed to disclose actual or a foreseeable conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary or corrective action.

SECTION 4. RECORDS OF PROCEEDINGS.

The minutes of the Board of Directors and all committees with Board-delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the Board or committee as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

SECTION 6. COMPENSATION.

(a) Board members shall receive no compensation for serving on the board and may not receive compensation from the Corporation for any services provided to the Corporation.

(b) Board members may be reimbursed for travel, accommodations, and meals when traveling on behalf of the school.

#### SECTION 7. ANNUAL STATEMENTS.

Each Director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement that affirms such person

(a) has received a copy of the conflicts of interest policy,

(b) has read and understands the policy,

(c) has agreed to comply with the policy, and

(d) understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### SECTION 8. PERIODIC REVIEWS.

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

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

#### SECTION 9. USE OF OUTSIDE EXPERTS.

When conducting the periodic reviews as provided for in this Article, the Corporation may choose to employ outside experts. If outside experts are used, their use shall not relieve the Board of Directors of its responsibility for ensuring that periodic reviews are conducted.

### **Conflict Of Interest Annual Statement**

I, \_\_\_\_\_, Board Member/Committee Member/Director of Evergreen Community Charter School, do hereby affirm that I:

- Have received a copy of the conflicts of interest policy,
- Have read and understand the policy,
- Agree to comply with the policy, and
- Understand Evergreen Community Charter School is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Signature

Date

## **Problem Solving Philosophy & Grievance Procedure**

*Approved 5/20/2010*

In any group of two or more, conflict is inevitable. We are committed to addressing conflict in a respectful and direct manner. We are all different and we must work to communicate well with each other respectfully and with kindness. Each member of the community must take responsibility for communicating his/her concerns and for listening to others with an open heart and hope of understanding. We should remember to ask ourselves if we are looking for blame or looking for solutions. This will lead to a healthy resolution of differences.

Goal: To resolve questions and problems as soon as possible.

Generally speaking, it is expected that questions and problems can be satisfactorily resolved through informal discussion with the person with whom there is a disagreement or problem and that person should always be the first contact. Steps beyond the informal discussions are outlined below and should be followed until resolution is reached.

Informal Conference:

Step one in the process is an informal conference as described below:

- ▶ Direct contact with person against whom the grievance is filed (in person or via phone, not via email)
- ▶ Concerns/issues should be communicated in advance in the interest of quick resolution
- ▶ No appointment is necessary, but the time / place must be mutually convenient

- ▶ If one or more informal conferences fails to resolve the issue, then the person with the grievance may choose to initiate a formal conference

#### Formal Conference:

- ▶ To initiate a Formal Conference the grievant should submit the grievance in writing directly to the person against whom the grievance is filed and the person's supervisor (e.g. Associate Director, Executive Director or Board Chair)
- ▶ Evergreen staff member(s) document the meeting and previous informal conferences on the Grievance Process Form. A copy will be made for the grievant, the person against whom the grievance is filed and the supervisor. (If a staff member is involved, a copy will be filed in their personnel evaluation file.)
- ▶ An appointment is made for the formal conference at a mutually convenient time and place for all parties involved. The staff person(s) involved in the grievance is responsible for scheduling the formal within a reasonable amount of time after the written communication is received.
- ▶ People attending the conference must be determined prior to the conference, the supervisor of the person against whom the grievance is filed should be in attendance

#### Third Party Mediation:

- ▶ If one or more formal conferences fail to resolve the issue, the senior Evergreen staff member (i.e. supervisor) will initiate the formal mediation process utilizing a certified mediator (e.g. The Mediation Center in Asheville provides a service free of charge)
- ▶ If the issue is not resolved at this level, the grievant has a right to appeal to the Grievance Committee of the Board of Directors. See "Grievances to be Reviewed" section below for explanation of what the Grievance Committee will and may not hear.

#### Grievance Committee Review:

- ▶ The grievant must notify the chair of the Grievance Committee in writing with a request for review and provide a copy of the written request to the Executive Director.
- ▶ The Grievance Committee will review all prior documentation and schedule a timely meeting(s) with the grievant, the person against whom the grievance is filed, the supervisor(s), and parties involved.
- ▶ In all appeals to the Grievance Committee, the Committee shall provide proper notice to all parties concerned and keep a record of any hearing conducted. In the case of hearings required by right, such hearings shall be conducted with all parties having the right to appear before the board, to be represented by counsel, to submit documentation, and to examine and cross-examine witnesses.

- ▶ The Grievance Committee will bring a recommendation to the Board of Directors at the next regularly scheduled Board meeting after the review and meetings are complete.
- ▶ The Board will vote to accept, accept with modification, or reject the recommendation. The board's vote on the committee recommendation will be based only on the evidence presented to the committee.
- ▶ The Chair of the Grievance Committee is responsible for communicating the decision to the grievant.

#### Grievances to be Reviewed:

- **Mandatory Reviews**

The Grievance Committee will review the grievance if the grievance is not resolved through mediation and is an appeal of any final administrative decision affecting a constitutional interest or an interest of the type listed below:

- 1) Expulsion or suspension of a student for more than 10 days;
- 2) An alleged violation of a specified binding federal law, State law, State Board of Education policy or other state rule, or local board policy;
- 3) The loss or reduction of salary of a school employee under a specific-term contract who is not employed at will; and
- 4) Any other decision that by law provides for a right of appeal to the school board and for which there is not other statutory appeal procedure.

- **Discretionary Reviews**

If the grievance is not resolved through mediation, but it is not an alleged violation of a specified binding federal or state law, federal or state regulation, binding State Board of Education policy or procedure or local board policy or procedure, the grievant may submit to the Grievance Committee has the discretion to respond or not to the grievance.

- Issues related to employee performance are addressed in the Grievance process in the Formal Conference stage in which complaints are addressed by the person's immediate supervisor.

School staff and the Grievance Committee of the Board will consider requests to hear grievances from a group of grievants, but staff and the board have the discretion to respond to individual grievants.

### **Grievance Process Form**

(To be initiated upon request for Formal Conference)



Date of request for Formal Conference: \_\_\_\_\_

What is the grievance?

**Steps taken toward resolution:**

**Informal Conference(s):**

- 1) Date \_\_\_\_\_
- 2) Persons involved: \_\_\_\_\_
- 3) Result:

- 1) Date \_\_\_\_\_
- 2) Persons involved: \_\_\_\_\_
- 3) Result:

Signatures of participants:

\_\_\_\_\_

**Formal Conference:**

- 1) Date \_\_\_\_\_
- 2) Persons involved (include staff member's supervisor):  
\_\_\_\_\_
- 3) Result:

Signatures of participants:

\_\_\_\_\_  
\_\_\_\_\_

**Third Party Mediation:**

- 1) Date \_\_\_\_\_

2) Persons involved (include staff member's supervisor):

\_\_\_\_\_

3) Result:

Signatures of participants:

\_\_\_\_\_  
\_\_\_\_\_

**Grievance Committee Review:**

This grievance is an alleged violation of:

- a specified binding federal or state law, federal or state regulation,
- Binding State Board of Education policy or procedure
- Evergreen school board policy or procedure [Mandatory Review]
  
- This grievance is not an alleged violation of a specified binding federal or state law, federal or state regulation, binding State Board of Education policy or procedure or local board policy or procedure [Discretionary Review]

1) Date \_\_\_\_\_

2) Persons involved:

\_\_\_\_\_

3) Result:

Signatures of participants:

\_\_\_\_\_  
\_\_\_\_\_

**Nepotism and Employment Conflicts of Interest**

*Approved 8/20/2015*

Decisions regarding employment, supervision, evaluation, promotion, compensation, and other personnel matters shall be based strictly on performance and other regular and fair employment standards. No personnel decisions shall be made which are or reasonably appear to be motivated by favoritism based on family or close personal relationships.

Related persons shall not be concurrently employed when one such person directly or indirectly supervises another related person. Where such supervision relationship does or may exist, concurrent employment may occur or continue only if the normal supervisory relationship is modified to conform to this policy. A job applicant related to a current employee may not be employed if another applicant is more qualified and fit than the related applicant. A person, either individually or as a member of a committee, shall not participate in or influence any decision regarding the hiring, evaluation, compensation, discipline, dismissal, or other job-related matter affecting a related person.

“Related persons” apply to the following (including step-, foster-, in-law-, guardian or similar relationships): parent, child, spouse, sibling, grandparent, grandchild, uncle, aunt, nephew, niece, and couples engaged to be married or in a publicly acknowledged amorous relationship.

The Board, in all of its acts, decisions and deliberations, shall always strive to uphold the school’s best interests and remain impartial and unbiased, including instances involving any personal relationship or special interest (e.g., financial, political) of a Board Member that may be affected by any Board acts, decisions or deliberations.

In the case of related persons or conflicts of interest involving a Board Member and another employee, student, community member, vendor, contractor or person involved in a school matter, the Board Member shall not participate in or influence any decision solely pertaining to the related person’s status with, discipline by, or benefits received from the school. Such Board Member shall also follow the Board’s conflict of interest policy.

In addition, the Board and its members shall comply with laws and rules regarding employee hiring and nepotism, including SBE rules (adopted in 2015) requiring the following:

- a. No voting member of the Board shall be an employee of a for-profit company that provides substantial services to School for a fee.
- b. No School employee shall be immediate family (as defined in G.S. 115C-12.2) to any member of the Board.
- c. No School employee, whether hired by the Board or a management company, shall be a voting member of the Board.
- d. No teacher or staff member that is a member of the immediate family of the School Director shall be hired without the Board evaluating the person’s credentials, following its conflicts of interest policy, and notifying the North Carolina Department of Public Instructions, with evidence, that this process has occurred.

## **Non-Discrimination Admissions & Placement Policy**

Evergreen admits students of any race, color and/or national origin to rights, privileges, programs, and activities generally accorded or made available to Evergreen students. Evergreen does not discriminate on the basis of race, color, and/or national origin in the administration of educational policies, admission procedures, or any other school programs.

## **Non-Discrimination Equal Employment Opportunity Policy**

Evergreen is an equal employment opportunity employer. We maintain a policy of non-discrimination against employees or job applicants on the basis of race, religion, color, sex, age, national origin, handicap, veteran status, disability, or any other status or condition protected by applicable state laws, except where a bona fide occupational qualification applies. We ensure that all personnel programs such as compensation, benefits, transfers, school-sponsored training and educational programs, tuition assistance, and social and recreational programs are administered without regard for race, religion, color, sex, age, national origin, handicap, veteran status, or any other status or condition protected by applicable state law.

## **Board Meeting Public Comment Policy**

Approved 2/17/22

**Objective.** The Board represents and serves the entire School community. For this reason, the Board recognizes the value of public awareness and, when necessary, public input on educational issues. The Board, in its discretion, may provide opportunities for the public to express interest in and concern about School matters. Any citizen may attend all open Board meetings. Evergreen Community Charter School Board of Directors complies with the NC Open Meetings Law.

**Orderly Control.** Board meetings shall be controlled so the Board can proceed with its business within a reasonable time and orderly manner.

**Discretion to Invite Public Comment.** Evergreen Community Charter School Board of Directors welcomes public comments during regular open board meetings and may, if it chooses, provide a period in any meeting when visitors may address the Board on subjects related to the agenda or otherwise made open for public comment.

**General Rules for Public Comment.** To permit fair and orderly comment, when allowed, visitors wishing to address the Board must normally sign up before a meeting in a manner designated by the Board.

**Recognition and Direction by Board Chair.** At a designated time, the Chairperson shall recognize visitors pursuant to prescribed time limits and other requirements the Chairperson or the Board establishes. The Chairperson has the discretion to interrupt or terminate a statement when the Chairperson deems such statement to be detrimental to the orderly and effective conduct of the Board meeting. The Board may modify or overrule the Chairperson by a majority vote.

**General Principles.** Except as otherwise determined by the Board or the Board Chairperson, public comment periods shall be conducted within the following guidelines:

1. The Administration shall prescribe reasonable procedures and rules for entertaining public comment, and shall make those procedures known to the public and to visitors.
2. To sign up to make a public comment, please email the Executive Director and the Board Secretary by 5:00 p.m. the day before the scheduled board meeting. A sign up sheet will also be available in the office to sign up for public comment.
3. Written communication should be sent to the Executive Director and the Board Secretary by 5:00 pm the Monday before the scheduled board meeting or within two days after the agenda is shared, whichever is the latter. Written communication will typically be included in the Board packet and distributed to all board members.
4. Spoken comments and accepted written communication are typically considered public record.
5. Normally, visitor comment shall be limited in time or volume (e.g., up to 3 minutes, up to 3 pages of comment for written submissions, number of documents submitted).
6. Each person may speak for 3 minutes on either non-agenda or agenda items. The allotted time may not be delegated to another person. Speakers will be recognized in the order in which their request to comment was received.
7. If visitor comment is permitted on a regular basis, it shall be during a prescribed time and manner during Regular meetings of the Board. Public comment shall normally not be permitted during Special or Emergency meetings unless deemed necessary.

“Special meetings” are unscheduled meetings called from time to time by the Board for a specific purpose. Special meetings usually address issues that need immediate attention or that need more time and discussion than can be handled in routine Board or annual meetings.

**8. Board Response to Public Comment:**

When issues are raised during public comment, the Board will not typically respond or take any actions during that board session.

9. All visitors offering comments shall communicate in a respectful, orderly, understandable manner on topics relevant to the Board’s duties and interests. Speakers are asked to state their name and relationship to the school (e.g., parent, teacher, student, community member). Speakers should address the board as a whole. Speakers

may not specifically speak about any individual student, teacher, staff member or Board member, and they may not engage in any personal attacks. Revealing confidential student or staff information will not be allowed.

10. The total amount of time allowed for public comment may be limited by board policy or in the discretion of the Board Chairperson. If the amount of time requested for public comment indicates the need for extended time, the board will take a vote as to whether to adjust the board agenda to dedicate additional time for those comments or move the issue to a community listening process led by the Board. Notwithstanding the above, the Board reserves the right to move public comment to a board-led community listening process.
11. The Board shall uphold individuals' free-speech rights and shall not unfairly or unlawfully restrict speech based on viewpoint. The Board Chairperson may stop the meeting if behavior prohibits the continuation of board business.