BONNIE CONE SCHOOLS

NORTH CAROLINA
2025-2026 POLICY MANUAL

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This Policy Manual supersedes all prior policies approved by the Board of Directors. Each section within this manual constitutes an individual policy, effective as of the date of adoption, and governs the operations and conduct of the school site.

SECTIONS 1-9
Governing Board Policies

Section:	Contents:
1	Board Committees
2	Conflict of Interest
3	Anti-Nepotism
4	Board Relationship with Organizations
5	Grievance for Staff
6	Grievance for Families
7	Employee Agreement
8	Board Member Residency
9	Board Meeting Calendar

Section 1
Board Committees

The Board of Directors of the school site may establish one or more committees to consider, discuss, and investigate issues as directed by the Board, that may need extended deliberations prior to consideration by the full Board. The purpose of such committees is to conduct thorough deliberations on identified issues and report back to the full Board including providing the Board recommendations for action if appropriate.

Committees may be established as provided for in the Bylaws. Each committee shall consist of three (3) or more Directors elected by the Board. The Board also may appoint members of the school community to serve on a committee. The Board President shall be an ex-officio member of all committees. The Board President shall name a chair and vice-chair for each committee. The committee chair shall preside at all committee meetings and be responsible for reporting to the full Board on the activities of the committee.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

All meetings of committees will be conducted in compliance with Article 33C of Chapter 143 of the North Carolina General Statutes. Each committee shall adopt its own rules governing the conduct of its activities so long as such rules are not inconsistent with the Open Meetings Law or the policies of the Board of Directors.

Section 2
Conflict of Interest

The purpose of the Conflict-of-Interest Policy is to protect the interests of the school when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the school. This policy is intended to supplement but not replace any state or federal laws governing conflicts of interest applicable to nonprofit, public and charitable Schools in the State of North Carolina.

Definitions

A. Interested Person

Any director, officer, or member of a committee with governing 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 immediate family:

i. An ownership interest or investment in any entity with which the school has a transaction or arrangement, or

ii. A compensation arrangement with the school or with any entity or individual with which the school has a transaction or arrangement, or

iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the school is negotiating a transaction or arrangement.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 3, a person who has a financial interest may have a conflict of interest only if the appropriate Board or committee decides that a conflict of interest exists. Financial interests shall not include an interest in a publicly traded company.

C. Compensation

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

D. Immediate Family

Immediate family shall mean a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

Procedures

A. Duty to Disclose

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and/or members of committees with Board delegated powers considering the proposed transaction or arrangement.

B. Recusal of Self

Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.

C. 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.

D. Procedures for Addressing the Conflict of Interest:

i. An interested person may make a presentation at the Board or committee meeting, but after such presentation, will recuse him or herself from discussions relating to the topic and will recuse him or herself from voting on the matter.

ii. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

iii. After exercising due diligence, the Board or committee shall determine whether the school 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.

iv. If a more advantageous transaction or arrangement is not reasonably possible under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the School's best interests and whether the transaction is fair and reasonable to the School and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

E. A person shall not be disqualified from serving on the Board of directors because of the existence of a conflict of interest so long as the person's actions comply with this policy and applicable law.

F. No employee of the charter school or employee of a for-profit company that provides substantial services to the charter school for a fee, shall be a voting member of the Board of directors.

G. Violations of the Conflict-of-Interest Policy

i. If the Board or committee has reasonable cause to believe that a member has failed to disclose actual or possible 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.

ii. If, after hearing the member's response and after making further investigation as may be warranted by the circumstances, the Board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, up to and including removal of the member from the Board of Directors.

Resources:

NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Records of Proceedings

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

i. 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 Board's or committee's decision as to whether a conflict of interest in fact existed.

ii. 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 all votes taken in connection therewith.

Compensation and Benefits

It is the strict policy of the school that all directors, officers and members of committees with Board delegated powers shall serve without compensation of any kind. Further, no director, officer or member of a committee with Board delegated powers shall solicit or accept anything of value, including a gift, loan, reward, promise of future employment, favor or service, based on any understanding that the vote, official action or judgment of the director, officer or member of a committee with Board delegated powers would be influenced thereby.

Section 3
Anti-Nepotism

To further protect the interests of the School, the Board of Directors establishes the following provisions to avoid nepotism:

i. No employee of the charter school shall be immediate family to any member of the Board or to a charter school employee with supervisory authority unless such proposed employment is disclosed to the Board of directors and approved by the Board in a duly called open session meeting. The burden of disclosure of such a conflict of interest shall be on the applicable Board member or employee with supervisory authority.

ii. No teacher or staff member that is the immediate family of the chief administrator shall be hired without the Board evaluating their credentials, establishing a structure to prevent conflicts of interest, and notifying the Department of Public Instruction, with evidence, that this process has occurred.

Annual Statements

Each Board member shall annually sign a statement which affirms such person:

i. Has received a copy of the conflict-of-interest policy,

ii. Has read and understands the policy,

iii. Has agreed to comply with the policy, and

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

iv. Understands the School is a charitable organization and that in order to maintain its federal tax-exempt status it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 4
Board Relationship with Outside Committees

The Board of Directors for the School encourages the development and participation of committees formed for the school that support the mission of the school. The Board recognizes that such committees are an effective means of involving parents in their child's educational experience and providing general support for a school and its mission.

School committees must comply with the following conditions in order to operate in conjunction with the school:

i. All school committees must provide the Board, with a copy to the school Director, a written description of the purpose of the committee and the general rules and procedures by which it will operate. Any modifications to the committee's purpose or general rules and procedures must be provided, in writing, to the Board and the school Director.

ii. At least once per year, the committee shall appear before the Board and present a written financial report of revenue and expenditures and a summary of operating activities, if applicable

iii. School committees must handle all financial transactions, including collection of money, deposits, receipts, disbursements and all related activity and documentation in accordance with the requirements of the school's Charter, the Board's Fiscal Management Policy and Charter One's Policy and Procedures. Charter One will ensure that school committee members receive the necessary training and support to comply with its policy and procedures.

iv. School committees must obtain prior approval from the school Board for any fund-raising event. School committees must obtain prior approval from the Director or board for:

- **a.** any purchase for the school;
- **b.** any function involving the participation of students during school hours;
- **c.** any event that is likely to reflect upon the reputation of the school.

v. Fliers and other literature displayed or distributed by school committees must comply with the Board's policies and the school's practices and procedures.

vi. School committees that do not comply with Board policies or practices and procedures may have approval to operate with the school revoked by the Board.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Section 5
Grievance for Staff

The Board of Directors for the school site seeks to provide school employees a reasonable and effective way to address problems and resolve disputes that may arise in the workplace. It is expected that employees will first try to resolve issues by notifying his/her supervisor and/or Human Resources. If an employee believes that their issue is still a concern after speaking with their supervisor and/or Human Resources, and that the issue has risen to the level of a grievance, then the employee may utilize the grievance procedures as described below. The goal of filing a formal grievance is to reach a resolution and final determination. Every effort shall be made by all parties to resolve grievances informally and at the lowest level.

Definitions
Grievance: a formal, written complaint by an employee that a specific action has violated a School policy, a Board policy, law or regulation. Complaints that do not raise an alleged violation, misapplication or misinterpretation of a School policy, Board policy, law or regulation, do not constitute a grievance and are not subject to these procedures. In addition, a grievance does not include a complaint of unlawful harassment, or discrimination which shall be handled pursuant to other applicable Board policies and consistent with state and federal laws.

Employee: a person employed by the school.

Day: unless otherwise indicated, day means a weekday excluding Saturday, Sunday and holidays.

Time Limits. A grievance will only be heard within 30 days after the act/incident that is being submitted for review/resolution.

Grievance Process

Step 1: The employee must submit a grievance in writing stating the specific School policy, Board policy, law or regulation that was violated, misinterpreted, or misapplied including details of the action and the place, date and time of the violation. The employee should make all efforts to include any details about the event that may be helpful in the investigative process. The grievance should be submitted to the School Director who will notify his/her supervisor. If the School Director is implicated in the grievance, the grievance should be submitted directly to the School Director's supervisor. In all cases, the School Director's supervisor will notify the next level of Charter One leadership and the Board Liaison. The Board Liaison will notify the Board of Directors that a grievance has been filed.

Step 2: Barring that the School Director is implicated in the grievance, the School Director and another member of the Campus Administrative Team will schedule an initial meeting with the employee within 5 business days after receiving the grievance. The School Director will provide the employee a written response or an interim update to the grievance within 10 business days (2

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

weeks) after the meeting. A written determination will be provided no later than 30 days (1 month) after the initial meeting. If the School Director is implicated in the grievance, the School Director's supervisor and a member of Human Resources will schedule an initial meeting with the employee within 5 business days after receiving the grievance. The School Director's supervisor will provide the employee a written response or an interim update to the grievance within 10 business days (2 weeks) after the meeting. A written determination will be provided no later than 30 days (1 month) after the initial meeting. If the employee is satisfied with the determination, the issue is considered resolved and the matter closed. The School Director's supervisor will notify the Board Liaison of the outcome. The decision rendered by the Director's supervising managers will be final unless the Board of Directors, at its own discretion, elects to consider the issue.

Step 3: If the employee is not satisfied with the determination, the employee may submit an appeal to the School Director's supervisor or the School Director's second level supervisor as appropriate. The appeal must be submitted in writing within five (5) business days of the response. Appeals filed solely based on disagreement with the initial determination will not be considered.

An appeal may only be considered under the following circumstances:

The process of conducting the initial investigation was improper or did not adhere to the school's processes and these procedural failures deprived the employee of reasonable due process. OR

There is evidence to suggest the results of the grievance determination were based on actual bias or prejudice toward the employee.

In all cases, it will be the responsibility of the employee to provide evidence to support rationale for the appeal. The Board Liaison will notify the Board Chair that an appeal has been filed. The appeal will include a review of all written documentation gathered during the investigation, and any other relevant information pertaining to the initial grievance. The appeal determination will be provided to the employee no later than 30 days (1 month) from receipt of the appeal.

Step 4: If the employee is not satisfied with the appeal decision, the employee may submit an appeal to the Board Chair. The appeal must be submitted in writing to the Board Chair within 5 business days of the initial appeal response.

Step 5: When the grievance appeal is submitted directly to the Board Chair as set forth above, the Board, at its sole discretion, may dismiss the matter, or may consider the matter at its next regularly scheduled meeting, provided such meeting is more than seven (7) days after the submission of the grievance appeal by the employee. The Board will consider the grievance at the meeting in accordance with its Bylaws and the North Carolina Open Meetings Law. Prior to the meeting, at the Board's sole discretion, the Board may conduct an investigation or gather additional information regarding the grievance appeal. The employee may attend the board meeting. The Board will review the written documentation including the initial decision and, if applicable, the appeal response, and

will issue a formal written decision within forty-five (45) days of receiving the grievance appeal. The Board's decision concerning the grievance is final.

If a grievance is submitted directly to the Board of Directors outside of the grievance process, the Board, at its sole discretion, may dismiss the matter, can refer the grievance to the contracted EMO (Education Management Organization) for action, or may consider the matter at its next regularly scheduled meeting, provided such meeting is more than seven (7) days after the submission of the grievance by the employee.

No reprisals of any kind will be taken by the Board or by a school employee against any employee or other person(s) because of his or her participation in a grievance filed and decided under this policy.

Section 6
Grievance for Families

The purpose of this policy is to provide guidelines and directions for the resolution of grievances. In this regard, the objective is to perpetuate a climate of collegiality, mutual trust and respect by resolving differences in a timely, objective and equitable manner. When informal resolution is unsuccessful, the student or parent or guardian may file a grievance. Grievance must be filed in writing, as close as possible to the time of the originating circumstances and include (1) the name of the school employee or other individual whose decision or action is at issue; (2) the specific decision(s) or action(s) at issue; (3) any board policy, state or federal law, state or federal regulation, or procedure that the parent or guardian or student believes has been misapplied, misinterpreted or violated; (4) and the specific resolution desired.

Definition
A grievance is a significant feeling of dissatisfaction or injustice in connection as a parent or guardian that is brought to the attention of the Director or if the grievance is with the Director to Charter One. The resolution will be reported to Charter One's leadership.

Scope
This procedure deals with grievances that are not covered by other school policies or practices, such as the Employee Handbook or the Student Code of Conduct. Conflicts are often interpersonal in nature and usually fall into one of the following categories:

- Parent conflicts with another parent, a teacher, a student, or a staff member
- Teacher conflicts with another teacher, a parent, a student or a staff member
- Student conflicts with another student, a parent, a teacher, or a staff member
- Staff member conflicts with another staff member, a parent, or a teacher

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Note that grievances involving established school policy are routinely referred to and handled by the Director. This Grievance Policy is intended to apply to situations that are not to be addressed pursuant to other established policies.

Background
Disagreement may arise in any community; such differences are an inevitable consequence of human interaction. In a majority of these situations, the parties involved resolve the problems. This procedure is designed to assist in the resolution of disagreements in those instances where the parties are unable to settle their differences.

Responsibility for Grievance Procedure
The Board of Directors ultimately is responsible for ensuring that the process for resolution of grievances is followed. Individuals with grievances should proceed through the grievance process starting with Level 1, unless approved by the Director. However, if the grievance is with the Director the matter may be taken directly to Charter One.

Process
All levels of grievance resolution shall be documented. The decision of Charter One is final.

Level 1: Direct Resolution
The process begins with a conversation between the aggrieved party and the person with whom he or she has the grievance. If the grievance is not resolved, the aggrieved party or person has 21 days to submit, in writing, to the Director, a formal grievance. If the grievance is with the Director, the formal written grievance will be submitted to the Charter One leadership.

Level 2: Administrative Resolution
Upon receipt of the written grievance, the Director will facilitate the second meeting between the involved parties and may propose solutions. In the event that the aggrieved party is not satisfied with the resolution, the aggrieved party may submit a formal appeal to the Charter One leadership within 5 days. The Charter One leadership's decision will be the final decision regarding the matter. If the grievance is with the Director, Charter One will facilitate a meeting with the aggrieved party and Charter One leadership will make a decision. The decision rendered by Charter One will be final.

Section 7
Employee Agreements

The purpose of the Employee Agreement Policy is to guide the use and management of the official Employee Agreement.

In accordance with the Service Provider Agreement, Charter One has the authority to offer employment, determine salaries, and set the timeline for the return of the official Employee

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Agreement, which will be returned to the School Director and Charter One's HR Department. All employees will be approved by the Board upon the recommendation of Charter One.

RECRUITMENT AND SELECTION

The purpose is to define the policies which will guide the recruitment and selection of staff members.

A. The quality of the educational program at the school is dependent upon the employment and retention of the best qualified personnel. High quality personnel will be achieved by considering qualifications and by providing attractive salaries and benefits, adequate facilities, opportunities for professional development, and good working conditions.

B. The Board encourages men and women to enter the field of education in this community and to make it their career. Employed personnel share the responsibility for supporting this position.

C. The Board follows the practice of employing personnel without regard to gender, race, religion, national origin, age, or handicap as further described in the School's Employee Handbook.

D. Factors which influence the selection of instructional personnel are:

i. training, skills and experience.

ii. professional competence.

iii. suitability for the position.

iv. dedication to the mission and vision of the school.

v. all certified and administrative personnel selected for employment must be recommended by Charter One and approved by the Board.

vi. it is the responsibility of Charter One to manage programs for recruitment and to carry out procedures for selection and screening of applicants in accordance with the Service

vii. Charter One is responsible for extending the offer of employment and ensuring the employment agreement is signed.

Section 8
Board Member Residency

At any given time, more than 50% of the School's Board members must be NC residents, including the. majority of board officers.

Section 9
Board Meeting Calendar

The School's Board of Directors will meet a minimum of eight (8) times during the fiscal year. The meeting calendar will be created and approved by the board prior to the end of the previous fiscal year. The approved board meeting calendar will be posted at the school and on the school's website

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

SECTIONS 10-18
Operational Policies

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Section 10
Criminal Background Checks for Staff

CRIMINAL HISTORY CHECK POLICY

Pursuant to N.C.G.S. § 115C-218.90(b), charter schools are required to adopt a criminal history check policy that mirrors the criminal history check policy adopted by the local board of education for the school district where the charter school is located.

The local education agency policies are found at the following links:

Bonnie Cone Schools-Charlotte-Mecklenburg Schools

Pursuant to N.C.G.S. § 115C-218.90(b), the school shall apply this policy uniformly and require all applicants for employment to submit to a criminal history check before the applicant receives an unconditional job offer. The school may employ an applicant conditionally while the school is

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

checking the criminal history and making a decision regarding the results of the check. Further, the school will conduct periodic checks of employees' criminal history in accordance with the local education agency.

As required by N.C.G.S. § 115C-218.90(b)(1), the school shall indicate, upon inquiry by another local board of education, charter school, or regional school in North Carolina, if an employee's criminal history was relevant to the employees' resignation or dismissal.

AUTHORIZED PERSONNEL

The following individuals are considered Authorized Personnel to view criminal history reports:

1) Campus Director
2) Charter One Leadership
3) Human Resources Generalist(s)
4) Human Resources Director
5) Other Identified Personnel Approved by Human Resources

Information obtained through the implementation of this policy shall be kept confidential as provided in Article 21A of Chapter 115C of the North Carolina General Statutes, and N.C.G.S §115C-332(e). However, the criminal history received on any person who is certificated, certified or licensed by the State Board of Education will be provided to the State Board as required by N.C.G.S. §115C-332(e).

Procedures for implementing this policy will be developed and administered by the [Head of School].

State Board Revoked License List

The school shall not allow any person who appears on the State Board of Education's revoked license list to work at the school. The list may be found here:
https://stateboard.ncpublicschools.gov/legal-affairs/disciplinary-process/revoked-license

Section 11
Criminal Background Checks for Volunteers

The School Director or their designee will be responsible for ensuring that the background check is completed. Background checks will include a review of the sex offender registry.

To volunteer, background checks must be completed before an initial volunteer opportunity. Background checks will be completed every three years.

A comprehensive criminal history background check includes both state and national criminal background checks and will be conducted on each volunteer. The School Director or his/her

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

designee will maintain an approved volunteer list and will ensure completed background checks are securely filed.

For specific details in the Background Check process, please see the Criminal History Check Policy.

Section 12
Staff Evaluation

Non-Instructional Staff Evaluation

The Alternative Evaluation Instrument tool has been developed in order to monitor staff effectiveness frequently, provide staff with clear feedback, and provide relevant professional development opportunities. This evaluation tool supports our mission, which states that we "provide a challenging, individualized education program with a moral focus while preparing students to graduate from high school with paths to acceptance and success in college, a career and beyond."

Non-instructional staff will receive a formal evaluation at least once per year by their direct supervisor. The supervisor will rate the staff member based on the following criteria. Each item contains four descriptors. When all four are true, blue may be selected. When three are true, green may be selected. When two are true, yellow, and one or more, red. Evaluation Rubric

Instructional Staff Evaluation

Charter One (C1) and school staff will have a united emphasis on character and leadership development as a foundation for rigorous instruction through the implementation of the RAISE values of Respect, Accountability, Integrity, Service, and Excellence. Through the use of the C1 Evaluation tool, administration, teachers, and staff will not only be able to address the high standards set forth by the North Carolina State Department of Education but will also be able to specifically target the mission, vision, and RAISE values of Charter One and each school site**.**

Observation and Evaluation Process

The School Administration will serve as teacher evaluators for both informal and formal evaluations and use the Charter One Evaluation Tool, validated by the Office of Charter Schools and approved by the State. All evaluators and teachers will receive formal training on the observation and evaluation process. Additionally, administrators will partner with the school's Instructional Coach and Beginning Teacher Support Staff to support areas in need of professional development.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

At the beginning of the school year, and within the first two weeks of a teacher's first day of work, beginning teachers will have access to the evaluation requirements and rubric during an orientation to become familiar with the BTSP plan and address any questions about the process. During formal observations, the evaluator will take into consideration the involvement in school activity by the beginning teacher. Notes will also be documented from walkthroughs and informal observations specifically addressing schedule alignment, school protocols, and overall expectations from the orientation at the beginning of the year.
In accordance with North Carolina § 115C-333.1, of the observations occurring throughout the year, BTs will have at least 4 observations lasting 45 minutes or an entire class period (Three by the administration and one by a peer).
Teachers holding a continuing license will receive a minimum of two formal observations, one each semester, and teachers in their renewal year (Standard license) will receive three formal observations.

First observations will have a pre-conference, and all will have a post-conference within 10 days of the observation. BTs will have at least two observations conducted in the first semester, one of them by the Director. Monitored Growth Plans and Directed Growth Plans will be implemented when necessitated by ratings.

Section 13
School Application Links

https://apply.bccaschools.org/login

https://apply.bclaschools.org/login

Section 14
Admissions, Enrollment, and Lottery

Purpose

The goal of this policy is to state student admissions will occur in a fair and consistent way that does not offer priority to any student except those specifically noted in North Carolina law.

The School Board is a nonprofit and operates a tuition-free charter school(s) authorized by the state of North Carolina. As a charter school, the school(s) will be open to all students who would otherwise

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

qualify for enrollment in North Carolina Public Schools. The school(s) will not discriminate against any student on the basis of ethnicity, national origin, gender, or disability.

Application Process

No criteria for admission will be used except the completed application. The application may be completed online through the school's website unless a family is unable to access the site. In that case, we will provide a paper application to parents when requested. The application will include the student's name, parent/guardian names, phone number of parent/guardian, email of parent/guardian, current grade level, student's date of birth, the name of any siblings currently enrolled at the school, and a declaration of the student's residence in the state of North Carolina. All applications must be complete to be considered received. Applications will be time-stamped upon receipt. The school(s) may refuse to admit any student who has been expelled from another educational institution or who is in the process of being expelled from another education institution.

Applications may be submitted during the open enrollment period, prior to the start of each school year. Open Enrollment will last no less than 30 days. Open enrollment dates for the upcoming school year will be posted on the school's website and the front office of the campus. At the close of the open enrollment period, a determination will be made if a lottery is necessary based on the number of applications received for each grade level. If the number of applications is less than or equal to the student capacity designated for a particular grade level, all applicants for that grade level will be offered enrollment pursuant to North Carolina General Statutes Chapter 115C Article 25 (Link).

Grade Level for the Lottery Application

Parents may not choose which grade they would like their child enrolled in for the coming year, they must enter the actual current grade and the student will be entered into the lottery for the next grade level. Parents wishing to have their child considered for retention must still submit their student for the subsequent grade level. If the student's current school recommends a student for retention and has it documented in the student's file, the student will be moved to the appropriate grade if they have been admitted to school and will retain enrollment status with School. If the student is on the waitlist at the time the retention decision is made, they will be moved to the correct grade level and placed on the waitlist of their new grade based on the number they were pulled from during the lottery.

Returning Students

Following the first year of operation, current students at School will not be required to re-enroll. They will be asked to sign a non-binding letter of intent for the coming year during the current school year.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Weighted Lottery

The school's lottery shall be weighted toward children who are considered Economically Disadvantaged. The procedure for implementing a weighted lottery shall be up to 40% of the total student population. Economically Disadvantaged Students: Economically Disadvantaged is defined as meeting the current year Federal Income Eligibility Guidelines.

Families will be offered the opportunity to have their application weighted in the lottery by completing an optional weighted lottery application form. The form will allow families to declare their eligibility per the current year Federal Income Eligibility Guidelines. This form will be clearly labeled as optional and will inform families that choosing not to provide the requested information will not negatively affect the student's application. The form will also include the statement: "No specific information from your weighted lottery application will be obtained beyond eligibility status, and the information will not be retained."

Families completing the optional form may be asked to give consent for the school to verify their status as economically disadvantaged. Verification will be based upon current year Federal Income Eligibility Guidelines but will not take place until the student has been enrolled through selection in the weighted lottery. Students who choose to submit the optional weighted lottery application form will be randomly selected to obtain a specified target of 40%. Once the specified target has been met, all remaining lottery entries will have equal weighting.

If a student is selected for enrollment through the weighted lottery, the family may be asked to provide supporting documentation of eligibility during the enrollment process. If the family is unable to provide the necessary documentation, the student will be placed on the general waiting list.

Enrollment Priorities

The school will follow all rules and regulations regarding enrollment priority as required by applicable North Carolina law.

The following groups will have enrollment priority and follow Charter One procedure as space permits in each grade:

- Children and grandchildren of full-time employees of the charter school, of board members, and of persons employed by the education management company (may not exceed 15% of total school population.)
- Siblings of currently enrolled students who were admitted to the charter school in the previous year.
- A student who was enrolled in a preschool operated by the charter school in the prior year.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

- 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.
- A student who was enrolled in another charter school in the State in the previous school year that does not offer the student's next grade level, and both of the charter schools have an enrollment articulation agreement to accept students or are governed by the same board of directors.
- A student who was enrolled in the charter school in the previous two years but left the school (i) to participate in an academic study abroad program or a competitive residential program or (ii) because of the vocational opportunities of the student's parent(s).
- Students who were enrolled in another charter school in the prior year.

Siblings and multiple birth siblings process will adhere to the charter application and agreements.

Lottery Procedures
Lottery procedure will be conducted in accordance with NC state applicable law, Office of Charter Schools regulations, and Charter One procedures.

Students Applying after the Open Enrollment Period
Applications received following the completion of the open enrollment period will be granted priority on a first-come, first-serve basis for the school year for which the lottery was operated. For grade levels where wait lists were established during the lottery process, late application will be appended to the end of the waitlist on a first-come, first-serve basis.

If seats become available at the school, the parent/guardian of the next student on the wait list will be contacted. Every effort will be made to communicate promptly with all accepted families.

If a student has accepted enrollment at the school but does not appear at the school in the first 2 days of school, the school will make reasonable attempts to contact the parents. If there is no response from the parent by the 3rd day of school, the school reserves the right to remove the student from their enrollment roster and offer the next student on the waitlist the spot.

Enrollment Documents
Enrollment documents will include, but are not limited to the following:
(1) Proof of North Carolina Residency
(2) Birth Certificate
(3) Immunization Records/North Carolina Health Assessment

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Lottery acceptance is dependent upon the student being within the state age guidelines of the grade specified and the student does not have any limiting factors for enrollment pursuant to North Carolina State Statute Chapter 115C Article 25 (Link).

Any errors will be corrected according to Charter One procedure.

Section 15
Records Retention

The purpose of this policy is to provide the plan and procedures for retaining documents at the school. The board shall use the same schedule established by the Department of Natural and Cultural Resources for retention and disposition of records of local school administrative units as required by G.S. 115C-402(a) as it applies to student records.

All storage of financial and administrative records shall be in a secure, safe, and confidential manner. The length of time for retention shall comply with legal requirements. Records related to a possible pending judicial administrative investigation shall be kept until all proceedings and actions are completed.

Procedures:
Once annually, the physical records/documents and files should be transferred from active files to inactive storage and each file should be labeled with the retention date. All confidential files should be clearly labeled Confidential. All files in storage should be stored in a fire resistant, secure, dry place. When files are past retention requirements, the documents shall be shredded and disposed of as soon as reasonably possible.

Long term storage of electronic files: all electronic files will be backed up daily and the backed-up files that are printed are moved to a locked file cabinet on site monthly.

The table below provides the minimum requirements for document retention.

Type of Document	Minimum Retention Required
Accounts payable ledgers and schedules	7 years
Audit reports	Permanently
Bank reconciliations	2 years
Bank statements	3 years

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Canceled checks	7 years
Checks (for important payments & purchases)	Permanently
Contracts, mortgages, notes and leases (expired)	7 years
Contracts (still in effect)	Permanently
Correspondence (general)	2 years
Correspondence (legal and important matters)	Permanently
Correspondence (with customers and vendors)	2 years
Deeds, mortgages, and bills of sale	Permanently
Depreciation schedules	Permanently
Duplicate deposit slips	2 years
Employment applications	3 years
Expense analyses/expense distribution schedules	7 years
Year End financial statements	Permanently
Expired insurance policies	3 years
Insurance records, current accident reports, claim policies, etc.	Permanently
Internal audit reports	3 years
Inventories of supplies, materials, products	7 years
Invoices (to customers, from vendors)	7 years
Minute books, bylaws and charter	Permanently
Patents and related papers	Permanently
Payroll records and summaries	7 years
Personnel files (terminated employees)	7 years
Retirement and pension records	Permanently

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Retirement and pension records	Permanently
Student accident and special incident reports	Until students turn age 21
Tax returns and worksheets	Permanently
Timesheets	7 years
Trademark registrations and copyrights	Permanently
Withholding tax statements	7 years

Student Records

After a student withdraws (meaning a student is transferring to another public school) The Corporation will keep a student's records including health and academic records for 5 years.

"NC General Statute §115C-402c states that, at a minimum, the student education record should contain 'adequate identification data including date of birth, attendance data, grading and promotion data, and such other factual information as may be deemed appropriate by the local board of education."

In addition, each student's official record shall include 'notice of any long-term suspension or expulsion, and the conduct for which the student was suspended or expelled.' The statute does provide for the local superintendent or his or her designee to expunge from the student's education record the notice of suspension or expulsion provided that certain criteria are met.

Section 16
Student Records

In accordance with the school's Enrollment and Lottery Policy, all documentation generated by the school via the school's Student Information System (SIS) will contain the full legal name and gender of the student as listed on the student's official birth certificate. Such documentation may include, but is not limited to, official transcripts, report cards, school correspondence, attendance reports, etc. Notwithstanding the above, school staff will, upon request, refer to the student by a nickname sanctioned by the student and his/her parents/legal guardians.

Custody Issues Involving Enrollment & Student Records

The school will not involve itself in custody disputes or negotiations.

If a student's parents have shared or joint legal custody of the student and they disagree about the student's withdrawal from the school, the school will not withdraw the student until both parents

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

come to a written agreement regarding school attendance and present the written agreement to the school.

Unless otherwise provided by a court order or law, on reasonable request, both parents are entitled to equal access to information concerning their child's education including school records. *See* G.S. § 115C-402.15. It shall be the responsibility of the parents to provide school officials with a current copy of any custody orders and/or parenting plans. The school will follow the most current valid documents on file.

In cases in which a person other than the parent has been granted guardianship, the legal guardian shall be responsible for notifying school officials of the conditions of the guardianship and for providing school officials with all pertinent written documentation. If an individual other than the parent or legal guardian has the parent/legal guardian's permission to discuss the student's academic performance, behavior, or other necessary information, written authorization will be required by the parent/legal guardian.

Family Education Rights and Privacy Act (FERPA) Notification
FERPA affords Parent and students over 18 years of age the following rights with respect to a student's education records:

- The right to inspect and review the student's education records.
- The right to request amendment of the student's education records.
- The right to consent to the disclosure of personally identifiable information contained in the student's education records.
- The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with requirements of FERPA. Notification of Rights under FERPA, with a summarized explanation of these rights, is posted at the district office; Parents may request a copy from the office staff.

Confidentiality of Student Records
The school maintains student records for all students, including students with disabilities. In order to release records or personally identifiable information, parental consent or consent of an eligible student who has reached the age of majority under state law must be obtained before any information is released, except as permitted under the Family Education Rights and Privacy Act (FERPA). Confidentiality of personally identifiable information is protected by the school at the collection, storage, disclosure, and destruction stages. Destruction of any education records of a child with a disability is done in accordance with IDEA regulatory requirements. For more information or to file a complaint, contact the Director of Exceptional Student Services at the school office.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Section 17
Family and School Communication

Communication is essential for success in any human endeavor. The administration and staff recognize this and will strive to always facilitate open and frequent communication with parents. The following ways will be utilized as needed:

1. Email: Parents must keep updated email information with the school as many announcements are posted via technology from administration/teachers.
2. Automated Phone Call or Email: Parents must keep updated phone numbers with the school in the case of necessary telephone announcements.
3. Newsletters: Hard copies (front office) and electronic copies (emailed and posted on the website) are published periodically for the school.
4. Website: Updates, calendars, forms, and school events are kept current on our website.
5. Flyers: When necessary, hard copies will be sent home for fundraisers, events, and announcements. You can look for these to generally go home in weekly folders.
6. Volunteer meetings are essential forums of information for parents. The monthly meetings are placed on the calendar and your participation will also count towards your volunteer hours.
7. Infinite Campus is the official student information system used across North Carolina for storing and managing student data. One of its features is the Parent Portal which gives parents and students access to student information online. The individual logins and passwords will be sent home at the beginning of the school year.
8. Phone Calls: Calls received during instructional hours will be taken by members of the front office staff. Parents may leave a message with the front office staff and request a return call or email. Teachers have two business days to respond to these parent requests.
9. Personal Conferences: It is the desire of the faculty and administrators to be of service to both parents and students, and every teacher welcomes a conference with any parent. We do require that such visits be made by appointment with the teacher at a convenient before-school or after-school time. Parents are asked not to meet with a teacher before or after class unless a conference has been scheduled. Teachers have been directed not to have impromptu conferences with parents at the classroom door before or after school. This distracts the teacher from

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

supervision of the students during a crucial time of movement and compromises the confidentiality of your child's issues.

Section 18
Campus Visitors and Volunteers

Closed Campus

Student safety is one of our top priorities and therefore the school maintains a closed campus. Students are prohibited from leaving campus without their parent or guardian for any reason during school hours or during after-school activities, unless excused or accompanied by the adult supervisor of that activity.

Persons who come onto campus without official business are considered to be trespassing. All visitors to the school must come directly to the campus front office where they must sign in, obtain an official school visitor's pass, and wear it visibly on their outer clothing.

Visitors

The school is committed to creating and maintaining a learning atmosphere where children feel safe and are free from outside distractions. While on campus, visitors should dress conservatively, avoid profanity, and conduct themselves in a professional and collaborative manner with staff and students. Disruptive behavior will not be permitted. All interactions (whether in person, or by email, letters, personal conversations, social media, etc.) will be conducted in a professional manner. Visitors who fail to meet these standards may be asked to leave the campus. Those who consistently interfere with the learning environment, or exhibit disorderly conduct pursuant to GS § 14-288.4, may be banned from visiting the campus.

Under no circumstances is any individual who does not pass the electronic sign-in check permitted to be alone with a student unless the visitor is the parent or legal guardian of the student. All visitors are required to:

- Sign in at the front office;
- Present a photo ID;
- Be listed as an Emergency Contact, or be accompanied by an Emergency Contact, as listed in the school's Student Information System (SIS), prior to being admitted on campus;
- Upon check-in all visitors are required to submit to a background check upon request; and
- Sign out when leaving the campus.

Parents/legal guardians and volunteers desiring to visit the classroom must schedule visitation in advance with the teacher and campus front office. Teachers may invite, as appropriate, guests to visit the classroom to support relevant student learning objectives. Presenters should stay on topic

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

and avoid controversial and/or unrelated topics and material. Other individuals wishing to visit a classroom must demonstrate an appropriate objective and be approved by campus administration. They must be accompanied by an authorized employee at all times during their visit and they must coordinate their visit with the teacher(s) and administrators, as directed by campus administration. The director may deny visits and/or classroom observations that are not approved in advance.

Volunteers

In support of, and in effort to partner with parents and legal guardians to support their child's education, the school strongly encourages parents and legal guardians to be actively involved in the many activities/events at the campus throughout the year. If you are interested in volunteering, contact your child's teacher.

Volunteers MUST:

- Sign in at the front office each time upon arriving to campus;
- Present a photo ID;
- Display a volunteer sticker visibly on the outer layer of clothing for the duration of their time on campus;
- Sign out when leaving the campus;
- Upon check-in, submit to a background check (upon request); and
- Sign the Volunteer Code of Conduct Form and complete the school's Volunteer Confidentiality Agreement if asked to do so

The school is committed to creating and maintaining a learning atmosphere where children feel safe and are free from outside distractions. While on campus or at school events, volunteers should dress conservatively, avoid profanity, and conduct business (whether in person or through email, letters, personal conversations, social media, etc.) and themselves in a professional and collaborative manner with staff and students. Disruptive behavior will not be permitted. Volunteers who fail to meet these standards may be asked to leave the campus. Those who consistently interfere with the learning environment, or exhibit disorderly conduct pursuant to GS § 14-288.4, may be banned from visiting the campus.

Volunteers bear the responsibility of modeling leadership, comportment, and civility. Volunteers that violate this trust may be released from their positions and banned from further volunteer opportunities. Violations include, but are not limited to, improper advances towards students, vulgar or offensive language, defamation of property (either on our campus, or any other school), promotion of disruptive or uncivil behavior, etc.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Volunteers **are not allowed to be alone with any student** other than their own child. If it is anticipated that a volunteer will be alone with children at any point, they must be cleared by any security and/ or background check approved through the North Carolina Department of Safety. This process can be completed through the school's office. Parents and legal guardians are responsible for paying applicable fees.

SECTIONS 19-27
Finance Policies

Section:	Contents:
19	Budget Approval
20	Third Party Contracts
21	Access to Funding & Petty Cash
22	Annual Audits
23	Purchasing
24	Federal Funds & Grants
25	Purchasing Policy for the Expenditure of Federal Funds
26	McKinney-Vento Dispute Resolution
27	National School Lunch Program (NSLP)

Section 19
Budget Approval

The Board of Directors of the school shall decide matters related to the operation of the charter school including budgeting. Consistent with generally accepted standard of fiscal management, the Board will approve and operate under a fiscal year balanced budget that clearly reflects achievable goals as defined in the school's charter.

The budget will comply with all applicable requirements of state and federal law and with the requirements of the State Board of Education. The budget and any amendments to the budget must be approved by the School's Board of Directors.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Consistent with the Service Provider Agreement entered with Charter One and included in the approved charter application, Charter One will prepare, for the Board's consideration and vote, a proposed budget each year for presentation to the Board. Authority to approve or amend the budget shall ultimately remain with the Board. The budget shall include all forms of revenue and all expenditures. The budget will be prepared conservatively and with viability and sustainability of the charter school in mind.

The proposed annual budget will be presented to the Board of Directors in a timely manner and to allow for final approval no later than June 30, prior to the beginning of the fiscal year. The Board may not unreasonably withhold the approval of the budget.

The school will operate within the budget approved by the Board of Directors. If expenditures are expected to exceed those planned in the adopted budget, a proposed revised budget will be prepared for consideration by the Board.

Section 20
Third Party Contracts

The Board of Directors of the School has entered into a Service Provider Agreement with Charter One which provides that, subject to the oversight and ultimate control of the Board, Charter One will provide certain Operational, Academic, Financial, Compliance and Human Resource Administration services for the school. These management functions include management of the business administration of the school and the accounting operations of the school.

Pursuant to the EMO agreement, Charter One is authorized to enter into third party contracts. Charter One will ensure that written specifications for desired products are descriptive, clear and incorporate the quality requirements and service needs of the Board. Charter One may seek Board approval for certain expenditures and will follow guidelines outlined in the EMO agreement that supersedes this policy.

Every contract entered into on behalf of the school, shall include the following statement: *No indebtedness or any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.*

Charter One's utilization of third-party contracts shall be done in compliance with the Board's Fiscal Management Policy and Purchasing Policy. As a part of its monthly review of financial reports, the Board may require reports on existing or proposed third party contracts.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Section 21
Access to Funding & Petty Cash

The Board of Directors of the School has entered into a Service Provider Agreement with Charter One which provides that, subject to the oversight and ultimate control of the Board, Charter One will provide certain Operational, Academic, Financial, Compliance and Human Resource Administration services for the school. These management functions include management of the business administration of the school and the accounting operations of the school. The business administration and accounting operations of the school will be based upon a system of internal controls designed to assure that all corporate funds are managed and accounted for based upon generally accepted standards of fiscal management.

Consistent with the Service Provider Agreement entered with Charter One and included in the approved charter application, Charter One shall supervise, manage, disburse and account for all revenues, consistent with the annual budget, the Service Provider Agreement, the Charter, Board resolutions and applicable law.

The Board will not allow petty cash funds on campus. The School Director's access to cash or credit will be governed by Charter One's financial department and its internal operational procedures. Accounting records shall properly and accurately record and account for all transactions. Accounting information should be relevant, reliable, comparable and consistent and must be available for the preparation of reliable financial statements.

Section 22
Annual Audits

The Board of Directors of the school recognize that the charter school it governs is subject to the financial audits, the audit procedures, and the audit requirements adopted by the State Board of Education for charter schools.

The Board of Directors will annually contract with an independent accounting firm licensed by the state of North Carolina to perform the financial statement audit for the charter school as required by law. The audit will be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. The audit will include a review of the adequacy of the system of internal controls ensuring the financial statements are accurately presented in accordance with generally accepted accounting principles.

The audit fieldwork will be conducted in a timely manner to ensure that the report will be completed by the October 31 deadline. The audit expense will be included in the school's budget

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

approved by the Board. The audit will be reviewed and approved by the Board at a regularly scheduled Board meeting.

When selecting a firm to perform the audit, in addition to the requirement that the firm be approved by the North Carolina Local Government Commission ("LGC"), the Board will review qualifications and experience with auditing of other North Carolina charter schools, firm reputation, and the cost of the audit. The Board and the auditor will enter into a contract which will be submitted to the LGC for approval.

The school will submit the required audited financial statements to the North Carolina Department of the State Treasurer's Local Government Commission, as prescribed by North Carolina General Statute § 115C-218.30.

The Board of Directors, School Director, and Accounting Vendor are responsible for preparation of all financial audits, audit procedures, and audit requirements adopted by the State Board of Education.

Financial audits are done in full compliance with the State Board of Education and Uniform Education Reporting System.

All documented audit deficiencies should be reported in writing to the Board of Directors with a timeline to cure all financial weaknesses.

All audit report findings should be included in the monthly board meeting minutes.

Section 23
Purchasing

The Board of Directors of the School recognizes that the charter school it governs is required to meet generally accepted standards of fiscal management. To that end, all purchases of equipment, materials and supplies will be made in accordance with all applicable laws and regulations including any requirements imposed by the State Board of Education.

Except as otherwise required by law, and consistent with the Service Provider Agreement entered with Charter One and included in the approved charter application, Charter One will be responsible and accountable to the Board of Directors for all purchases of equipment, materials and supplies. Purchases made by Charter One on behalf of the Board with the Board's funds, such as non-proprietary, instructional materials, books, supplies, and equipment will be the property of the Board.

All purchases will be made in accordance with the budget approved by the Board of Directors and will be subject to review by the Board. The expenditure of revenues received from

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor, where applicable.

In addition to the terms of the Service Provider Agreement, Charter One will ensure that appropriate documentation of purchases is maintained and that transactions are executed in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on state and federal funds.

Section 24
Federal Funds & Grant

The Board of Directors of the School recognizes that the charter school it governs is required to meet generally accepted standards of fiscal management. To that end, all use of federal funds or grants will be handled in accordance with all applicable laws and regulations including any requirements imposed by the federal government, State Board of Education, or other funding authority.

Except as otherwise required by law, and consistent with the Service Provider Agreement entered with Charter One and included in the approved charter application, Charter One will be responsible and accountable to the Board of Directors for identifying relevant grant opportunities, writing, applying for and managing all grants.

Grant management consists of monitoring a grant to ensure that the criteria set by contract or grant agreement is being met, and that activities are in compliance with the requirements of the agreement. The School Director and a grant or contract manager, if applicable, shall be responsible for all of the grant requirements including, but not limited to the following:

- Guidelines of the work to be done.
- The timetable for completion of the project.
- How the funds are permitted to be spent.
- Report filing requirements and due dates.

When it is determined that a project will not be completed within the period of availability, the School Director, or his/her designee shall be responsible for submitting a written request for an extension. No expenses are permitted beyond the original approval period unless an extension is received in writing.

Report filing requirements for federal funds and grants will be the responsibility of the School Director or his/her designee. Once a grant is approved, the School Director shall note the filing deadlines for both narrative and financial reports and will ensure compliance with these deadlines.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

In addition to the terms of the Service Provider Agreement, Charter One will ensure that appropriate documentation of grant purchases is maintained and that transactions are executed in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on state and federal funds. On at least a quarterly basis, Charter One will report to the Board on the status of all federal funding and grants for the school.

Section 25
Purchasing for the Expenditure of Federal Funds

All purchases of equipment, materials and supplies will be made in accordance with all applicable laws and regulations, including Chapter 143 Article 8 of the North Carolina General Statutes, CFR §200.318(a), Board policy and any school purchasing procedures. All employees involved in purchasing are expected to be familiar with these requirements

All purchases of equipment, materials and supplies will be made in accordance with all applicable laws and regulations, including Chapter 143 Article 8 of the North Carolina General Statutes, CFR §200.318(a), Board policy and any school purchasing procedures. All employees involved in purchasing are expected to be familiar with these requirements.

The School's Fiscal Agent will ensure that written specifications for desired products are descriptive, clear and incorporate the quality requirements and service needs of the school. There is no minimum number of bids, proposals or quotes required for the purchase of apparatus, goods, supplies and equipment (whether formally or informally bid); however, the Board encourages the School Operations Administrator or Procurement Manager to obtain at least two (2) bids, proposals or quotes when feasible.

Except as otherwise required by law or specified by the Board, the Board delegates to the director the authority to award contracts for the purchase of equipment, material and supplies, involving amounts up to $100,000. Any purchases or contracts involving expenditures greater than this amount must be approved by the Board. The Director of Procurement and any additional staff deemed appropriate by the Director of Procurement will review submissions of bids, proposals or quotes to determine if they are responsive to the school's specifications and will make recommendations to the director. The Director of Procurement will award the contract based upon such recommendations or will make a recommendation to the Board for award of the contract by the Board.

The Grant's Manager must approve purchases over $3,000 prior to encumbrance. The School's Finance Officer and or Federal Grant Coordinator may authorize up to $3,000 without prior approval of the Director of Procurement as allowed per the school's budget (including local, state and federal approved budgets). The Grant's Coordinator may approve small local and state purchases up to $500 per the school's budget.

Equipment, materials and supplies are purchased in accordance with the following requirements:

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31 Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

A. FORMAL BIDS ($90,000 OR MORE)

The purchase of apparatus, supplies, materials or equipment for expenditures of $90,000 or more must be secured through the competitive bid process governed by G.S. 143-129. The Procurement Manager or State Director, in consultation with the Director of Procurement is authorized to determine the best method for formally bidding a product or, as appropriate, utilizing one of the exceptions to formal bidding as provided below in section E. The Procurement Manager will oversee the use of any purchasing method and will ensure that all state requirements are met, including advertisement, sealed bids, maintaining records and public opening of bids. The Board authorizes the use of newspaper advertisement, electronic advertisement or both for formal bids; however, the Procurement Manager has the authority to determine which method will be used for a specific purchase or categories of purchases.

Awards will be made to the lowest responsible bidder(s) whose bid/proposal meets the requirements and criteria set forth by the school, taking into consideration quality, performance and the time specified in the proposal for the performance of the contract.

To be eligible for an award of a contract subject to G.S. 143-129, the contractor and its subcontractors, if any, must demonstrate compliance with all applicable provisions of G.S. Chapter 64, Article 2, including the responsibility to use E-Verify. All contracts awarded must be in writing and checked against the Suspension/Debarment vendor list on Sam.gov if federal funds are the funding source.

The Board permits the use of the following processes for contracts that require formal bidding.

1. Competitive Sealed Bids – A competitive sealed bid (or invitation to bid) may be used to request the cost of particular goods by providing detailed specifications in advance.

2. Reverse Auction - Pursuant to G.S. 143-129.9(a)(1), The School may use reverse auctions as an alternative to sealed bid procedures. For purposes of this policy, reverse auction means a real-time purchasing process in which bidders compete to provide goods at the lowest selling price in an open and interactive environment. The Procurement Manager or State Director in consultation with the Director of Procurement, will determine whether reverse auctions are appropriate for a specific purchase or category of purchases. To conduct a reverse auction, the Procurement Manager may use a third party, may use the state's electronic procurement system or, if appropriate equipment is available, may conduct the auction via school equipment.

3. Exceptions to Formal Bids – Any of the processes outlined below in section E can be used in lieu of formal bidding, as long as all requirements of state law are met.

B. INFORMAL BIDS ($5,000 TO $90,000)

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

The purchase of apparatus, supplies, materials or equipment for expenditures of $10,000 to $90,000 must be secured through the informal bidding process governed by G.S. 143-131. The Procurement Manager, in consultation with the State Director is authorized to determine the best method for informally bidding a product. The Procurement Manager will oversee the use of any purchasing method and will ensure that all state requirements are met, including maintaining records of all bids submitted. Awards will be made to the lowest responsible bidder(s) whose bid or proposal meets the requirements and criteria set forth by the School, taking into consideration quality, performance and the time specified in the proposal for the performance of the contract.

1. Competitive Sealed Bids – Informal bid requirements may be met by the use of sealed bids. The purchasing officer may utilize the methods for formal competitive bids provided in section A or may determine other appropriate methods for soliciting sealed bids. The bid specifications will include the time, date and place for opening bids. No advertisement for bids is necessary (unless the formal bid process is used); however, the purchasing officer may advertise for bids as he/she deems appropriate.

2. Quotations – Informal bid requirements may be met by the solicitation of quotes from prospective vendors. Quotations may be solicited and submitted via telephone, fax, email or website. Telephone quotes must be placed in writing before a final contract will be awarded. Written quotations must be on the vendor's letterhead or an official quotation.

3. Reverse Auction – A reverse auction may be used to solicit informal bids, consistent with the process provided in section A.2.

4. Exceptions to Informal Bids – Any of the processes outlined below in section E can be used in lieu of informal bidding, as long as all requirements of state law are met.

C. PURCHASES FOR LESS THAN $10,000

1. Micro Purchases § 200.67 - Acquisition of supplies or services, the aggregate dollar amount of which does not exceed $10,000 (or $2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). Micro-purchases may be awarded without soliciting competitive quotations but must be distributed equitably among qualified suppliers. Equitability will be ensured through electronic bidding, maintenance and use of various catalogs and requests for goods or services via the school website, and solicitation to various vendors, especially small, minority women-owned businesses and labor surplus area firms.

2. Purchases for equipment, materials and supplies costing less than $10,000, but more than $3,000, purchases 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.

D. ELECTRONIC BIDDING

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Pursuant to G.S. 143-129.9(a)(2), The School may receive bids electronically in addition to or instead of paper bids. If electronic bids are used for purchases that must be formally bid, procedures for receipt of electronic bids must be designed to ensure the security, authenticity and confidentiality of the bids to at least the same extent as provided with paper bids. The Procurement Manager, in consultation with the State Director, will determine whether electronic bidding is appropriate for a specific purchase or category of purchases.

E. EXCEPTIONS TO THE FORMAL AND INFORMAL BIDDING REQUIREMENTS

The School may utilize the following purchasing options instead of pursuing competitive bidding for non-federal purchases. Formal or informal bidding is not required if any of these processes are used. The Procurement Manager is responsible for gathering information to document the basis for the use of any exceptions to the competitive bidding requirements. The Procurement Manager, in consultation with the State Director, will determine whether using one of the following exceptions is appropriate for a specific purchase or group of purchases.

1. Purchases from Other Governmental Agencies – Pursuant to G.S. 143-129(e)(1), The School may contract for the purchase, lease or other acquisition of apparatus, supplies, materials, or equipment from any other federal, state or local governmental agency.

2. Special Emergencies – Pursuant to G.S. 143-129(e)(2), competitive bidding is not required in cases of special emergencies involving the health and safety of people or their property. For an emergency to exist under the statute, the following factors must exist: (1) the emergency must be present, immediate and existing; (2) the harm cannot be averted through temporary measures; and (3) the emergency must not be self-created by the school.

3. Competitive Group Purchasing – Pursuant to G.S. 143-129(e)(3), The School may make purchases through a competitive bidding group purchasing program, through which another entity uses a competitive process to establish contracts on behalf of multiple entities at discount prices.

4. State Term Contract – Pursuant to G.S. 143-129(e)(9), The School may purchase products included in state term contracts with the state vendor for the price stipulated in the state contract, if the vendor is willing to extend the School the same or more favorable prices, terms and conditions as established in the state contract.

5. Sole Source Items – Pursuant to G.S. 143-129(e)(6), upon approval of the Board, The School may purchase an item through a single/sole source contract under the following circumstances: (1) when performance or price competition is not available; (2) when a needed product is available from only one source of supply; or (3) when standardization or compatibility is the overriding consideration. When requesting a purchase under the sole source exception, the State Director will provide the Board with documentation that justifies the use of the exception.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

6. "Piggybacking" or Previously Bid Contracts – Pursuant to G.S. 143-129(g), upon approval of the Board of education, the School may purchase from any supplier that, within the previous 12 months, has contracted to furnish the needed item to the federal government, to any state government, or to any agency or political subdivision of the federal government or any state government. Before recommending a purchase using the piggybacking exception, the Procurement Manager will ensure that the following requirements are met: (1) the price and other terms and conditions of the contract are at least as favorable as the prior contract; (2) the contract was entered into following a bid process substantially similar to that required by North Carolina General Statutes; (3) the same vendor is used; and (4) notice of intent to award the contract without bidding is publicly advertised at least 10 days prior to the regularly-scheduled Board meeting at which the contract will be approved. Before approving the contract, the Board must determine that using the contract is in the best interest of the school.

7. Purchases of Information Technology Goods and Services – Pursuant to G.S. 143-129(e)(7), The School may purchase or lease information technology through contracts established by the State Office of Information Technology Services. The Procurement Manager will work with the information technology department to ensure that any such purchases meet the needs of the school.

In addition, the School also may purchase information technology goods and services by using a request for proposal (RFP) pursuant to G.S. 143-129.8, provided that the following requirements are met: (1) notice of the request is provided consistent with the formal bidding notice requirements and (2) contracts are awarded to the person or entity that submits the best overall proposal as determined by the Procurement Manager. The RFP should describe the scope of work, general terms and conditions, specifications of the product needed by the school, and the application process. The information technology supervisor will assist the purchasing officer in reviewing the responsiveness of any RFP submitted pursuant to this subsection. RFPs will be evaluated using the "best value" method as defined in G.S. 143-135.9(a)(1), so that the school can select the most appropriate technological solution to meet the School's objectives. However, in situations where the purchasing officer considers the purchase to be highly complex or is unable to clearly determine what the optimal solution for the school is, the "solution-based solicitation" or "government-vendor partnership" method may be used. The Procurement Manager may negotiate with the proposer to obtain a final contract that meets the best needs of The School, as long as the alterations based on such negotiations do not deprive proposers/potential proposers of the opportunity to compete for the contract and do not result in the award of the contract to a different person or entity than it would have been if the alterations had been included in the RFP.

8. Gasoline, Fuel and Oil Purchases – Pursuant to G.S. 143-129(e)(5), The School may purchase gasoline, fuel and oil products without using formal competitive bidding. However, such purchases are subject to the informal bidding requirements provided above.

9. Used Products – Pursuant to G.S. 143-129(e)(10), The School may purchase previously used apparatus, supplies, materials or equipment without using formal competitive bidding. Before

purchasing used products, the Procurement Manager will ensure that the products are in good, usable condition and will be sufficient to meet the School's needs for a reasonable period of time.

Prequalified Lists §200.319(d)

The school will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the School will not preclude potential bidders from qualifying during the solicitation period.

Section 26
McKinney-Vento Dispute Resolution

The McKinney-Vento Homeless Assistance Act (also referred to as the McKinney-Vento Act) acknowledges that disputes may arise between the school, hereinafter referred to as, 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 the school site.

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 guardians, 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.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

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 his/her 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

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

enrollment, school selection, or enrollment. The parent, legal guardian, or unaccompanied youth may initiate the request directly with the homeless liaison or they may initiate the request to the school where the dispute is taking place. If the request is submitted to the school where the dispute is taking place, the school shall immediately forward the request to the PSU's homeless liaison. If the PSU's homeless liaison is unavailable, an 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 LEA's/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 his/her 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 guardians, or unaccompanied youth's notification to the PSU of their intent to proceed to Level II of the dispute resolution process.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

3. The charter school's head administrator, or his/her 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 his/her designee's, meeting with the parent, legal guardian, or unaccompanied youth. It is the responsibility of the PSU to verify the parent's, legal guardians, 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 local governing Board, or a panel of at least two Board members, shall schedule a conference with the parent, legal guardian, or unaccompanied youth to render a final decision on behalf of the Board. The Board or Board panel shall provide a written decision **within two (2) school business days.** The Board's or Board panel'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 school (3) business days** of receiving the Board's or Board panel's decision. The local homeless liaison shall provide the complete dispute record within three

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

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 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.

Section 27
National School Lunch Program (NSLP)

The school site is committed to providing students access to healthy meals that meet the nutrition standards set forth by the North Carolina Department of Education and United States Dietary Association (USDA). The following procedures reflect school meal plans for administering daily breakfast and lunch meals under the parameters of the National School Breakfast and Lunch Program (NSLP) for all enrolled students in designated grades, if outlined for NSLP in the charter application.

It is the responsibility of parents/legal guardians to provide their children with lunch. Lunches may be purchased from the school or brought from home. Parents may apply for Free or Reduced meals via

online or paper applications. Menus can be found online on the school website or at the front office.

All students in designated grades will have the opportunity to apply for Free & Reduced meal benefits beginning in July 2025, and approved families will be provided benefits within 10 days of applying. Applications may be submitted online via the Infinite Campus portal, or by submitting a paper application in person at the Front Office or via an email attachment to the Food Programs Coordinator.

The cafeteria will offer a variety of meal options using the Offer vs. Serve procedures under NSLP, with additional a la carte choices for students at the designated grade levels who wish to buy food at the school. In adherence to NSLP compliance, no competitive foods will be sold that do not align with the NSLP Meal Pattern requirements. The estimated cost for NSLP lunch meals at the elementary schools are available for an established price for paid families and $.40 for reduced eligible families. Students who choose to purchase school meals may set up an account and pay online. Debit and credit card transactions can be accepted online via the Infinite Campus portal, or in the office. Deposits online to cafeteria accounts may take up to 24 hours to be recorded. The student I.D. card/ or PIN number serves as the student's cafeteria meal card. The school site prohibits students from using another student's account to buy food.

Students who forget their lunches or cannot afford a lunch will be provided with a meal; parents will be contacted to remit payment for unpaid meals or negative meal balances.
Families with negative balances will be encouraged to apply for Free & Reduced meal benefits. All efforts will be made by the school to obtain meal payments and/or a submitted Free or Reduced meal application from every family on a monthly basis.

Food Service Plan
The school site will contract with a Food Service Management Company to provide daily breakfast and lunch meals to all students. The Food Service Management Company (FSMC) will be competitively procured using the Response for Proposal Formal Procurement procedures outlined by the National School Breakfast and Lunch Program requirements. The awarded contract will go into effect for the FY23 school year and will be annually reviewed prior to up to (4) one-year renewals or amendments being processed.
The number of kitchen staff will be determined by enrollment, per the agreement with the EMO, Charter One. The kitchen equipment will be provided with the facility and included in the facility lease. The Kitchen Manager will work with the local authorities to obtain all necessary permits and licenses.
Charter One will work with the contracted FSMC and the Kitchen Manager to provide an annual calendar of meals, recipes, purchasing guidelines, a kitchen handbook, and guidance on establishing and maintaining a sustainable cafeteria program, adhering to HAACP food guidelines, and NSLP compliance requirements. The EMO will also provide an annual audit of the kitchen to ensure that the kitchen is operating in a healthy and efficient manner.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Food Allergies
The school site will determine if it is or is not an allergy-free school or a nut-free school based upon student enrollment allergy needs. Food allergies must be reported to the front office. Students with severe allergies should complete an allergy action plan, which is available at the Health Office. Any questions or concerns regarding school lunches should be directed to the acting food service manager. If a student requires an alternative meal option due to food allergies, a medical note from a physician is required to be submitted stating the allergy and needs. The school will coordinate alternative meals with the contracted FSMC to account for any allergies.

The purpose of various screening programs conducted in schools is to identify students who may have a potential problem which could negatively affect their learning or overall health and to then refer these students for necessary follow-up care.

SECTIONS 28-35
Exceptional Children Policies

Section:	Contents:
28	Confidentiality
29	Accountability
30	Child Find
31	Continuum of Services
32	Discipline
33	Maintenance of Effort
34	Transportation
35	Securing EC Student Files

The school will ensure that all special education services will be provided to students who have disabilities and are in need of specially designed instruction in accordance with the laws of North Carolina, the Individuals with Disabilities in Education Act (IDEA) Article 9 115C of the North Carolina General Statutes, and the Policies Governing Services for Children with Disabilities

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Section 28
Confidentiality

The school will assure compliance with the Family Educational and Privacy Rights Act (FERPA) Title 20 of the United States Code §1232g. All employees and volunteers will maintain the confidentiality of a student's personally identifiable education records and information as documented in employment agreements or non-disclosure agreements prior to any staff or volunteer being granted access to student information.

In compliance with IDEA and FERPA, the School will keep and maintain all EC records confidential and secure. All Exceptional Children's records shall be kept in the main office separate from Student Cumulative Records. The storage unit in which the EC files are maintained shall be clearly labeled indicating that the storage unit contains EC documentation and must have the capability of being secured with a locked door.

The school's administration shall require that all authorized employees keep a record of all access to EC files. This record should include the name of the party, the date access was given, and the purpose for which the party is authorized to use the record. This access record shall be included in each student's confidential EC file.

The school shall permit parents to inspect and review any education records relating to their children that are collected, maintained, or used by the school in relation to their student's EC file. The school shall comply with a parent request without unnecessary delay and before any meeting regarding an IEP, or any hearing or resolution session, and in no case more than 45 days after the request has been made. The school shall presume that the parent has the authority to inspect and review records relating to his or her child unless the school has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce. The school's administration shall ensure all EC files' security within the school building.

The records manager is authorized to destroy confidential EC Program files in compliance with federal law and regulation, and as specified in the Records Disposition Schedule issued by the N.C. Division of Archives and History.

Section 29
Accountability

The School, in accordance with state and federal laws will provide accommodations for classroom testing, state-mandated testing and alternate methods of assessment that are consistent with a student's individualized education program and Section 504 (29 U.S.C. § 794) plans outlined in the Testing Students with Disabilities Handbook.

Accommodations used during testing shall be used routinely in classroom instruction and during class and school assessments. These accommodations will be documented in the student's IEP or 504 plan to show their routine use in the classroom setting. General education teachers will record accommodation use in the classroom using the Review of Accommodations Used During Testing

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

form. Students tested by an EC teacher using the NCEXTEND1 will record accommodations by using the Review of Accommodations Used During the NCEXTEND1 form. Accommodations must be in place a minimum of 30 calendar days prior to testing.

Section 30
Child Find

The school will follow all state and federal regulations to locate, identify, and evaluate children with disabilities who are in need of special education and related services. This effort also includes highly mobile children with disabilities (such as migrant and homeless children) and children who are suspected of being a child with a disability and in need of special education, even though they are advancing from grade to grade or are highly mobile.

The school will inform parents and or guardians of the Child Find Process and the on-site services available, as well as through local community and state agencies. The school will assist with communication between home, school, and community services.

Section 31
Continuum of Services

The School will ensure that students with disabilities participate in the regular education setting to the maximum extent possible given the unique needs of the individual student, and will make available the full continuum of services to meet the special education and related services needs of students with disabilities in the least restrictive environment (LRE), as determined by each student's IEP team, and starting on the first day of school.

IEP teams will determine the LRE for each student but will only remove students with disabilities from the regular education environment if the nature or severity of the disability is such that the education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. The continuum of placements the school is prepared to provide to students are as follows:

- Regular Setting - the student receives special education services in the general education classroom.
- Resource Setting - the student is provided special education services in the special education classroom for a portion of their school day.
- Separate Setting - The student receives special education services within a specialized program. These programs may include instruction aligned with alternative standards (NCEXTEND1) or support for students whose behavior negatively impacts their learning.
- Separate Schools, Hospitals, and Home Instructional Setting(s) - the student does not participate with non -disabled peer and receives all services at a separate school, hospital or through home instruction.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

The Guidance for Homebound and Modified Day Placements will be followed as appropriate and according to the NCDPI Guidance for Homebound and Modified Day Placements NCDPI Guidance for Homebound and Modified Day Placements.

Section 32
Discipline

The school will adhere to all federal and state laws regarding disciplinary requirements with regard to children who have disabilities, including students who qualify for Section 504, students who have Individual Education Plans (IEP), and those who are suspected as having a disability. A child with a disability may be disciplined for a violation of the student code of conduct, including removal from his or her current placement to an appropriate interim alternative educational setting, another setting, suspension, or expulsion in accordance with NC 1504-2; NC 1504-2.5; 20 U.S.C 145(k)(l), (2), (5) and (7); 34 CFR 300.530; 34 CFR 300.531; 34 CFR300.534.

- After a child with a disability has been removed from his or her current placement for 10 school days in the same school year, during any subsequent days of removal the School's school personnel will consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with NC 1504-2, is appropriate for a child with a disability who violates a code of student conduct. Circumstances considered will include area of disability, functioning level of the child, intent of the behavior, and other relevant factors.
- The school will follow Manifestation Determination policies as follows:
    - Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, The School, the parent, and relevant members of the child's IEP Team (as determined by the parent and the school) must review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine if the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability.
        - If the team determines that the conduct in question was caused by, or had a direct and substantial relationship to the child's disability, the IEP team, including parents, will determine that the conduct was a manifestation of the child's disability and will either:
            - Conduct a functional behavioral assessment, unless the LEA had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the child; or
            - If a behavioral intervention plan already has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior; and
            - The child will return to the placement from which the child was removed, unless the parent and the LEA, through the IEP Team process, agree to a change of placement.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

- If the IEP Team determines that the conduct in question was the direct result of the the school's failure to implement the IEP, the school will take immediate action to rectify the deficiencies.
- If the IEP team determines that the conduct in question is not a manifestation of the child's disability, the school may apply the relevant disciplinary procedures in the same manner and for the same duration as the procedures would be applied to children without disabilities.
    - In this circumstance, the child will continue to received educational services, as provided in NC 1501 - 1.1(a), so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP and as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications that are designed to address the behavior
    - violation so that it does not recur. If a behavioral intervention plan already has been developed, it will be reviewed and modified, as necessary, to address the behavior.
    - Special circumstances - The School may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child:
        - Carries a weapon to or possesses a weapon at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA function;
        - Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA; or
        - Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA.

    - Upon the end of the removal to the interim alternative educational setting for not more than 45 school days for reasons the child shall be returned to the placement from which he/she was removed, unless the parent and the LEA,

through the IEP Team process, agree to a change of placement.

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The school will require all school-based staff involved in the disciplinary process to review the policies and procedures related to suspension and expulsion on an annual basis and maintain documentation of staff review.

Section 33
Maintenance of Effort (MOE)

Exceptional Children MOE In accordance with34 CFR §300.203, NC 1502-4 and NC 1502 -5, The School will expend the same amount of local/state funding for special education and related services as it expended in the previous fiscal year.

The school will not reduce its required local MOE except in the case of the following:

- The voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
- A decrease in the enrollment of children with disabilities.
- The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child has either:
  - Left the jurisdiction of the agency
  - Has reached the age at which the obligation of the agency to provide FAPE to the child has terminated
  - No longer needs the program of special education.
- The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
- The assumption of cost by the high-cost fund operated by the SEA under NC 1506-1.3(c)

Section 34
Transportation

Arrangements have been made to provide transportation as a related service for EC students who may have this component in their IEP.

The school is prepared to provide transportation as a related service to students as required by the child's IEP. The school will purchase buses and/or vans that have wheelchair ramps and tie downs as appropriate to meet this need. If a child has transportation needs that require more specialized transportation than readily available, the school director or his/her designee will contract with a local vendor to provide this specific service. The school has funding in the budget allotted for EC transportation.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Section 35
Securing EC Student Files

The school will assure compliance with the Family Educational and Privacy Rights Act (FERPA) Title 20 of the United States Code §1232g. All employees and volunteers will maintain the confidentiality of a student's personally identifiable education records and information.

The EC records for each child evaluated for or receiving exceptional children's services will be kept in a confidential folder. All EC confidential folders will be kept in a locked file cabinet in a designated office, in compliance with state and federal law.

EC student folders will remain on school premises at all times. Any parent wishing to view their student's file must notify the EC coordinator or school administrator in writing of their request to review the records. Staff will accommodate.

The EC staff and administration shall share pertinent student information as necessary with other staff members who work with the students.

A Confidentiality form and an Access to Records form with a list of the individuals who have access to the student EC records will be posted in the designated office where records are located. Each EC folder will have a log sheet in the individual folder for documentation of activity on the specific individual student record.

SECTIONS 36-38
Technology and Internet Policies

Section:	Contents:
36	Technology & Internet Services Acceptable Use
37	Audio & Video Recording
38	Social Media
39	Artificial Intelligence (AI) Tools Acceptable Use

Section 36
Technology & Internet Services Acceptable Use

Computers, technology, and internet resources are provided for educational purposes only. Students are prohibited from sending or requesting offensive or illegal material. Violation of this policy may

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

result in revocation of access privileges, school disciplinary action may be taken per the Conduct and Consequences Matrix, and/or appropriate legal action may be taken.

In rare situations, the school may provide Internet Services to qualified students. To assure that the internet is used in an appropriate manner and for the educational purposes intended, the school will require anyone who uses the school site's internet network to follow its guidelines and procedures for appropriate use. Anyone who misuses, abuses, or chooses not to follow the internet network guidelines and procedures will be denied access to internet network and may be subject to disciplinary action.

Each student will be required to sign a Network User Agreement. The school may log the use of all systems and monitor all system utilization. Accounts may be closed, and files may be deleted at any time.

Each student using the school site Internet Network shall:

- Use the internet to support personal educational objectives consistent with the educational goals and objectives of the school site.
- Agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material.
- Students are not to post pictures to social media of students without signed parental release forms.
- Abide by all copyright and trademark laws and regulations.
- Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized to do so by designated school authorities.
- Understand that electronic mail or direct electronic communication is not private and may be read and monitored by school-employed persons.
- Not use the network in any way that would disrupt the use of the network by others.
- Follow the school's code of conduct.
- Not attempt to harm, modify, add, or destroy software or hardware nor interfere with system security.
- Understand that inappropriate use may result in cancellation of permission to use the educational information services (EIS) and appropriate disciplinary action up to and including expulsion for students.

Section 37
Audio & Video Recording

Particular care is to be given to requests for authority to record audio or video at operated school sites, offsite at school organized events, and over the phone between members of the community. The purpose of this policy is to set forth expectations regarding the recording of classes, meetings, or other conversations at school campuses, offsite at school organized events, and over the phone between members of the community. The intent of this policy is to strike a balance between the legitimate uses

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

of audio and visual recordings, and concerns including privacy, protection of intellectual property, misuse of information, and potential frivolous claims.

The school board's commitment to and reputation for excellence are some of its most valued assets. The goal of this policy is to protect students, employees, and the school's reputation. In an effort to respect privacy concerns, the secret recording of meetings or other conversations is strictly prohibited. Audio and video recordings may only be made with the prior written consent of School Administration.

It is expected that volunteers, parents/legal guardians, students, and staff will respect the privacy of other individuals. Consequently, the secret recording (audio or video) of classes, meetings, or other conversations, including telephone calls, is strictly prohibited.

Volunteers, parents/legal guardians, students, and staff are also strictly prohibited from arranging for others to record conversations, telephone calls, or other school activities, unless written permission is received from all participants.

Downloading recorded conversations to a computer, uploading them to the internet, or otherwise sharing, transmitting or publishing such recordings without the prior written consent of all participants is prohibited.
Recordings may be made only with the prior written consent of School Administration. Surveillance cameras/equipment and software may be placed on school campuses by authorized school personnel to protect public safety, to prevent or deter crimes, and to facilitate investigations into criminal activities or violations of the policy.

Section 38
Social Media

The school will maintain several social media sites to allow parents/legal guardians, staff, and community members to interact in a positive and friendly manner. The school reserves the right to remove anything deemed inappropriate or offensive. Persons who post offensive or inappropriate comments or material on the school's social media sites may be blocked from future participation. The following items are an example of prohibited posts on the school's social media:

- Abusive or personal attacks
- Material that is unlawful, defamatory, hateful, threatening, harassing, or embarrassing
- Personally identifiable information
- Confidential information
- Third-party advertising
- Chain letters or spam

Use of the school's trademark names, images, other information, other intellectual property when creating or using unofficial or personal social media accounts, forums, pages, posts, or messages

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

without written permission is strictly prohibited. As outlined in this policy and the Conduct and Consequences Matrix, students using social media in ways that negatively impacts students, staff and/or activities may be subject to disciplinary action.

Section 39
Artificial Intelligence (AI) Tools Acceptable Use

Purpose
This policy outlines the acceptable and responsible use of Artificial Intelligence (AI) tools by students to support learning, creativity, and ethical conduct within the academic environment.

Acceptable Use
Students may use AI tools (e.g., ChatGPT, Grammarly, image generators, etc.) under the following conditions:

- Research and Learning Support: To explore topics, brainstorm ideas, and understand complex concepts.
- Writing Assistance: For grammar checks, drafting support, and writing structure—only if permitted by the instructor.
- Creative Projects: To enhance art, music, writing, and multimedia work—as long as AI contributions are clearly labeled.

Prohibited Use
Students may not use AI tools for:

- Academic Dishonesty: Submitting AI-generated work as their own without disclosure or instructor permission.
- Bypassing Learning: Using AI to complete assignments, essays, or exams without understanding the content.
- Plagiarism: Copying outputs without proper attribution or violating intellectual property laws.
- Harassment or Inappropriate Content: Using AI to create harmful, offensive, or unsafe material.

Transparency and Attribution
Students must disclose the use of AI in assignments when it has contributed substantially to the work. A suggested statement for disclosure: *"Portions of this assignment were developed with the help of [AI tool name]."*

Instructor Guidelines Take Precedence
Individual instructors may have specific rules regarding AI use in their courses. Students are responsible for understanding and complying with these expectations.

Privacy and Data Use

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)

Students should not input personal information, private data, or sensitive school material into AI tools. Use only approved AI platforms that comply with data protection and privacy standards.

Consequences of Misuse
Violations of this policy may result in:

- Academic penalties (e.g., grade reduction, redo of assignment).
- Disciplinary action in accordance with the institution's academic integrity policy.

Resources:
NC General Assembly: https://www.ncleg.gov/; Charter School Operations: § 115C-218.15 and § 55A-8-31. Article 33C - Meetings of Public Bodies & DPI Training Materials (from RTO Framework)