

CIVIL CASE NO. **20 CI 00576**

JEFFERSON CIRCUIT COURT
HON. JUDGE ~~JEFFERSON~~ CIRCUIT COURT
DIVISION TWO (2)

KIMBERLY ALFORD and
MARK KENNEY, Individually and on behalf of
Minor Child, K.K.

VS.

WHITEFIELD ACADEMY
7711 FEGENBUSH LN
LOUISVILLE, KY 40228

Registered Agent: Highview Baptist Church, Inc. **S**
7711 Fegenbush Ln.
Louisville, Ky 40228

-AND-

DR. BRUCE JACOBSON, Individually and as **S**
Head of School at Whitefield Academy
7711 FEGENBUSH LN
LOUISVILLE, KY 40228

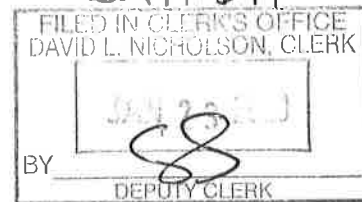
-AND-

THE AMERICAN IDEAS INSTITUTE d/b/a **LAS**
THE AMERICAN CONSERVATIVE MAGAZINE and
THEAMERICANCONSERVATIVE.COM
910 17TH ST NW STE 312
WASHINGTON, DC 20006-2626

Serve: Jeremy Bear, Chairman of the Board
908 17TH ST NW
Washington, DC 20006 **LAS**

-AND-

JURY FEE PAID



ROD DREHER, Individually and in his
Capacity as an Editor of The American Conservative
7515 JEFFERSON HWY
BATON ROUGE, LA 70806 LAS

Comes Kimberly Alford and Mark Kenney on behalf of their minor child, K.K., through
Counsel, and for their Complaint against the above-referenced Defendants, state as follows:

* * * * *

"This is my command: Love one another as I have loved you"

John 15:12

* * * * *

COMPLAINT

"Everybody's journey is individual. If you fall in love with a boy, you fall in love with a boy."¹ If you fall in love with a girl, you fall in love with a girl. "The fact that [Whitefield Academy] consider[s] it a disease [or a sin] says more about them than it does about homosexuality."² On January 6th, 2020, Whitefield Academy ("Whitefield") expelled minor K.K. for appearing in a photograph (hereafter known as the "Photo")³ while wearing a rainbow sweatshirt and sitting in front of a colorful birthday cake.⁴ Whitefield stated that the photo "demonstrate[d] a posture of cultural acceptance contrary to that of Whitefield Academy's beliefs."⁵ The school stated that "celebration or any other action and attitude contrary to

¹ James Baldwin, *Conversations with James Baldwin* (1989).

² *Id.* The original quote said "Americans" instead of "Whitefield." The phrase "or a sin" was added.

³ See the Photo, attached as **Exhibit 1**.

⁴ See letter and email of expulsion, attached at **Exhibit 2**.

⁵ *Id.*

Whitefield’s philosophy [would] not be tolerated.”⁶ Essentially, the school expelled K.K. because they *believed* that K.K. was gay. As such, in Whitefield’s view, it would be difficult to “achieve the goal of [K.K.] becoming Christ-like.”⁷ In so doing, Whitefield invaded K.K.’s privacy, defamed K.K., breached its contract with K.K.’s parents Kimberly Alford and Mark Kenney, and inflicted serious emotional distress on K.K.. Certainly, in 2020 it is unbelievable that conversations like this one are still occurring—and that lawsuits like this one are still necessary.

But ultimately, the important detail that has been lost in this case—is that K.K. is a minor. K.K. is a child. K.K. is a child who was ultimately expelled—from a school where she was established with friends and a routine—for a photograph. K.K. is a child who has been harassed and mistreated by a school that her parents paid and trusted to keep her safe. K.K. is a child who, after struggling to accept her own sexuality, has been forced to abruptly confront her identity. The decision to publicly state one’s sexual identity is a very personal and difficult choice. This decision is one which can ripple, leading to repercussions in untold aspects of someone’s personal, social, and family life. This decision—when, where, and how to “come-out”—is a profound endeavor that is the sole right of an LGBTQ person. And yet K.K., an LGBTQ child, has been denied that right.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to KRS § 23A.010.
2. Based on information and belief, Defendant Whitefield Academy, Inc., is a Kentucky nonprofit corporation.

⁶ *Id.*

⁷ *Contract*, at p. 18, “Role of the Christian School.”

3. Based on information and belief, Defendant The American Ideas Institute is a nonprofit corporation doing business as the American Conservative and the American Conservative Magazine, with a principal place of business located in Washington, D.C.

4. Based on information and belief, Rod Dreher is a citizen of Louisiana and is a senior editor at The American Conservative.⁸

5. Based on information and belief, Unknown Person(s) are citizens of an unknown State.

6. At all relevant times herein, Kimberly Alford and minor K.K. were citizens of Jefferson County, Kentucky.

7. At all relevant times herein, Mark Kenney was a citizen of Jefferson County, Kentucky.

8. Venue is proper in Jefferson Circuit Court as the incidents at issue and harm caused occurred in Jefferson County, Kentucky.

* * * * *

FACTUAL ALLEGATIONS

A. K.K. is a minor child and former student of Whitefield.

9. K.K. is the minor child of Kimberly Alford and Mark Kenney.

10. K.K. is fifteen-years-old.

11. K.K. began the 2019-2020 school year as a Freshman at Whitefield.

12. K.K. did not disclose her sexuality to Whitefield.

⁸ See Attached Rod Dreher bio, at **Exhibit 3**, taken from the American Conservative website at <https://www.theamericanconservative.com/author/rod-dreher/>.

13. K.K. did not disclose her sexuality to her parents.

14. Until this Incident, and the media involvement in this case, K.K. had never publicly disclosed her sexuality.

15. K.K. does NOT have an extensive disciplinary history at Whitefield.

16. There is no evidence that K.K. ever bullied or harassed another student.

17. K.K. is a minor child with no criminal history and no history of drug use.

18. K.K. was only disciplined in 2019 for having a “Juul” or e-cigarette—an action which she freely admitted upon questioning.

19. After she was disciplined for the e-cigarette, there were no further incidents before the discovery of the photo.

20. As discipline for the “e-cigarette” issue, Whitefield required K.K. to begin counseling with a school administrator.

21. Whitefield did not provide counseling on tobacco use or e-cigarette use.

22. Instead, Whitefield chose to counsel K.K. on her sexuality.

23. After K.K. began counseling, a Whitefield teacher complained that K.K. had gotten an “undercut.”

24. An “undercut” is a haircut where a few inches of hair is shaved from the neckline.

25. There is nothing in the Contract that prohibits the “undercut.”

26. Other than Whitefield’s general complaint about this haircut, K.K. did not have any disciplinary issues after she began counseling.

B. Whitefield's actions were governed by the Contract

27. Whitefield governs its parent/student relationships according to a Contract “Whitefield Academy Parent/Student Handbook” (hereafter known as “the Contract”).⁹

28. Parents must sign a form called the “Statement of Agreement” whereby they state that they have read and understand the Contract and “agree” to its terms.

29. Ms. Alford signed this form on behalf of K.K..

30. Whitefield refers to this Contract as the “Agreement” or the “Code”.

31. The Contract specifies that is to “be adhered to by students and parents.”

32. The Contract is divided into multiple sections including “General Discipline Policies” and “Student Behavior.”

33. As part of the disciplinary policy, students are assigned “demerits” for conduct not aligned with the Contract.¹⁰

34. Under a heading entitled “General Discipline Policies,” the language of the Contract reads as follows:

On occasion, the atmosphere or conduct within a particular home may be counter or in opposition to the Biblical lifestyle the school teaches. This includes but is not limited to, sexual immorality, homosexual orientation, or the inability to support Biblical standards of right and wrong (Rom. 1:18-32; 1 Cor. 6:9).¹¹

35. Further, the Contract states that “[i]f the home environment is not in harmony with the school’s doctrinal belief in the centrality of Jesus Christ and the authority of the Scripture and

⁹ Attached as Exhibit 4.

¹⁰ Contract, at pp.21-22.

¹¹ Contract, at p.18.

Biblical lifestyle, it will be difficult for the school to cooperate with the home and achieve the goal of becoming Christ-like.”¹²

36. Later, under the heading “General Discipline Policies,” the Contract outlines how Whitefield will deal with disciplinary issues in a subsection called “High School Discipline Program.”¹³

37. In this section, the Contract states that “the process of discipline follows a definite pattern and is primarily in the hands of the classroom teacher; however, the administration maintains the final responsibility for all disciplinary decisions.”¹⁴

38. The disciplinary process must “follow specific steps as outlined below:”

Step 1: Teacher/student conference; demerit referral or silent lunch assignment may or may not be given.

Step 2: Teacher/student conference; student/parent receives demerit referral, signs and returns to the High School Secretary. The teacher may contact a parent by phone or e-mail to inform and to seep partnership in changing student’s thinking, decision-making and behavior.

Step 3: Teacher/parent conference to discuss the inappropriate behavior(s) and enact strategies to change behavior(s).

Step 4: Teacher refers unresolved situations to the High School Principal, after steps 1-3 have been taken.¹⁵

39. In a section of the Contract entitled “General Discipline Policies,” under a subsection entitled “High School Disciplinary Options,” the language dictates, in relevant part,

¹² *Id.*

¹³ Contract, at p. 22.

¹⁴ *Id.*

¹⁵ Contract, at p. 22.

that the following are the disciplinary options in order of seriousness: 1) silent lunch, 2) discipline referral, 3) dismissal, 4) Saturday school, 5) suspension, 6) long-term suspension, 7) disciplinary probation, and 8) expulsion.¹⁶

40. Another subsection entitled “Contrition” states that “in the case of severe discipline (expulsion, suspension) a student has an opportunity for mercy and grace through contrition. Contrition is therefore defined as a student’s recognition and repentance for sin.”¹⁷

41. The purpose of this contrition period is to determine if a student “is truly contrite.”¹⁸

42. A student is “contrite by confessing wrongdoing before being called to accountability by the administration.”¹⁹

43. According to the Contract:

There will be no release of a student’s personal records or files or any data in those records without the written consent of a parent or guardian, to any individual, agency, or organization other than the following:

- Staff members of the school who have legitimate educational interest.
- Court or law enforcement officials, if the school is given a subpoena or court order.
- Certain federal, state, or local authorities performing functions required by law.
- Officials of other schools in which the student intends to enroll.²⁰

44. Under the terms of the Contract, Whitefield incorporates the following policy in order to comply with the Family Educational Rights and Privacy Act:

- 1) To secure the student’s and the family’s right of privacy within the school, only the Administration and designated school personnel, in the fulfillment of their respective functions, may have access to the student records.

¹⁶ Contract, at p. 22-3.

¹⁷ Contract, at p. 23.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ Contract, at p. 12.

- 2) Outside of the school community, only the person(s), usually the parent(s), who has legal responsibility for the student may have access to the student records.
- 3) With the exception of directory type information.....the school will not release the information contained in the student's records to other parties without the prior written consent of the person legally responsible for the student."²¹

C. Whitefield expelled K.K.

45. On October 29, 2019, K.K. began meeting with the school counselor.
46. The Counselor assigned reading to K.K., requiring that she read "Gay Girl, Good God" by Jackie Hill Perry.²²
47. The Counselor gave K.K. a copy of this book.
48. Months later, on December 31, 2019, Kayla Kenney and her mother, Kimberly planned to celebrate Kayla's 15th birthday at a local restaurant, with friends.
49. In preparation, Kayla's mother ordered a colorful cake for the occasion.
50. The receipt for the cake indicates only Ms. Alford ordered a cake of "assorted colors."²³
51. The receipt does **not** state that the cake is an LGBTQ "pride" cake.
52. The receipt does **not** even use the word "rainbow."
53. The shirt K.K. was wearing in the photo does **not** say anything regarding the LGBTQ movement, or "pride."

²¹ Contract at p. 12-13

²² Jackie Hill Perry, "Gay Girl, Good God" (The following is a description of the book from the author's website at www.jackiehillperry.com: "'I used to be a lesbian.' In Gay Girl, Good God, author Jackie Hill Perry shares her own story, offering practical tools that helped her in the process of finding wholeness. Jackie grew up fatherless and experienced gender confusion. She abused marijuana, loved pornography, and embraced both masculinity and homosexuality with every fiber of her being. She knew that Christians had a lot to say about all of the above. But was she supposed to change herself? How was she supposed to stop loving women, when homosexuality felt more natural to her than heterosexuality ever could?")(Description attached as **Exhibit 5**).

²³ See Receipt and photo of cake at **Exhibit 6**, as attached.

54. The shirt K.K. was wearing in the photo does **not** bear the word “gay” or any related abbreviations.

55. Ms. Alford and her daughter attended the dinner with the cake. At this dinner, Ms. Alford took a photograph of her daughter with her cake and candles—which she posted to her Facebook page.

56. Unbeknownst to the Plaintiffs, an unknown individual screenshotted the photograph and sent it to Whitefield.

57. On January 6th, 2020, Whitefield academy sent the attached email to Kimberly Alford concerning minor, K.K. 's enrollment.

58. In the email, Whitefield notified Ms. Alford that K.K. was being expelled from Whitefield, effective immediately.

59. Later, the Parties had a meeting with Ms. Alford where they explained that she should have “refused the cake” because of the appearance—to wit, the color.

60. Whitefield did **not** ask Ms. Alford if K.K. identifies as LGBTQ at the time of the expulsion.

61. Whitefield did **not** ask K.K. if she identifies as LGBTQ at the time of the expulsion.

62. Whitefield expelled K.K. because on her mother’s private social media page, she appeared in a photo where she *appeared* gay in the opinion of Whitefield administration.

63. Whitefield expelled K.K. before they followed Step 1, as outlined above in the Contract.

64. Whitefield expelled K.K. before they followed Step 2, as outlined above in the Contract.

65. Whitefield expelled K.K. before they followed Step 3, as outlined above in the Contract.

66. Whitefield expelled K.K. before they followed Step 4, as outlined above in the Contract.

67. The letter Whitefield sent notifying K.K. and Ms. Alford that K.K. was being expelled was the first time that Whitefield brought the photo to the attention of K.K. and Ms. Alford.

68. K.K. was not given “grace or mercy” as the “contrition” policy in the Contract would require.

69. K.K. was not given a silent lunch because of the photo.

70. K.K. was not given a suspension because of the photo.

71. K.K. was not given a demerit for the photo.

72. K.K. was not put on probation for the photo.

73. K.K. was expelled for the photo.

74. Whitefield effectively skipped Steps 1 through 4, refused to enforce lesser disciplinary options, and chose to expel a student because of a photograph that implied K.K. was gay.

75. Because, according to Whitefield, K.K.’s gay photo was the “last straw.”²⁴

76. Yet, contrary to this statement, K.K. was not disciplined as if this was the “last straw”.

77. She was merely expelled.

²⁴ Sara Rivest, “Whitefield Academy defends decision to expel student after picture of rainbow sweater, birthday cake,” Jan. 15, 2020, WAVE3, found at www.wave3.com. (attached as Exhibit 7).

78. Her mother appealed her expulsion.²⁵

D. Whitefield breached the Contract.

79. A week after the incident, Ms. Alford provided the “Expulsion letter” and email to the media.

80. Ms. Alford also provided the Photo to the media.

81. Whitefield responded by publicly disclosing details about K.K. 's disciplinary history, contrary to their contractual policy regarding the release of student records and privacy. Whitefield told the media that K.K. “has unfortunately violated our student code of conduct numerous times over the past two years.”²⁶

E. The American Conservative Article

82. On January 17, 2020, the American Conservative published an article entitled “Rainbow Cake Girl: The True Story.”²⁷

83. The article was authored by Rod Dreher.

84. In the article Mr. Dreher published photos taken from K.K.’s private social media account.

85. Those photos of a minor were displayed without parental consent.

86. In fact, the American Conservative did not even ask for parental consent—and certainly, Plaintiffs would never have consented.

87. The article called Ms. Alford a liar.

88. The article states, in relevant part:

²⁵ See Appeal letter, attached *as Exhibit 8*.

²⁶ *Supra*, note 23.

²⁷ See Rod Dreher, “Rainbow Cake Girl: The True Story,” The American Conservative, found at www.theamericanconservative.com (Attached as *Exhibit 9*).

When Alford says her daughter “is no angel” and confirms that she has had “disciplinary issues” she’s understating matters. My understanding is that Kayla Kenny had a long, specific list of repeated infractions – bullying, disrespecting teachers, vaping in school (as Alford acknowledges), and so forth. Part of what she has allegedly done is promoting LGBT consciousness in the school, including aggression on that front. I am trying to be delicate here, but I can tell you that she transgressed against other students on this front, to promote bisexuality. For example, she allegedly drew rainbows and wrote slogans like “bi pride” on other kids’ papers, and gave at least two different girls the impression that she was sexually harassing them. Kayla has been presenting herself as gay on her Instagram account.

89. The article states that K.K. and her parents were trying to convey a message and provoke the school.

90. The article states that K.K., a child, has sexual intercourse with other women.

91. The article states that K.K., a child, is not “innocent.”

92. Days after the article’s publication, the American Conservative removed the photos and displayed the following messages in place of the photos:²⁸

[I HAVE REMOVED THIS IMAGE OUT OF POSSIBLE COPYRIGHT CONCERNS.]

This one — from October 16, 2019 — could hardly be more clear:

[I HAVE REMOVED THIS IMAGE OUT OF POSSIBLE COPYRIGHT CONCERNS. ON IT, SHE SAYS ‘ME COMING OUT’]

Another one from last year — mind you, this is months before her expulsion:

[I HAVE REMOVED THIS IMAGE OUT OF POSSIBLE COPYRIGHT CONCERNS. THE TEXT ON THE PHOTO READS ‘ME FINALLY GETTING A GF’ (GIRLFRIEND)]

December 30, 2019:

[I HAVE REMOVED THIS IMAGE OUT OF POSSIBLE COPYRIGHT CONCERNS. IT IS A PHOTO OF KAYLA AND ANOTHER GIRL, WITH THE TEXT, ‘BUT I WAS THE ONE IN HER BED....’]

²⁸ Taken from the updated version of “Rainbow Cake Girl: The True Story” found at <https://www.theamericanconservative.com/dreher/the-rainbow-cake-girl-what-the-media-are-hiding/> (accessed January 22, 2020), attached as **Exhibit 10**).

93. Then, on January 20, 2020, Rod Dreher authored another article on The American Conservative website, entitled “Hating so Love Can Win.”²⁹

94. In this article, Mr. Dreher falsely claimed that K.K. had sexually harassed another student.³⁰

PLAINTIFFS’ CLAIMS AGAINST WHITEFIELD ACADEMY

COUNT I
BREACH OF CONTRACT
AGAINST WHITEFIELD ACADEMY

* * * * *

“If a man vows a vow, or swears an oath to bind himself by a pledge, he shall not break his word. He shall do according to all that proceeds out of his mouth.”

Numbers 30:2 ESV

* * * * *

95. Plaintiffs restate, adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

96. In Kentucky, elements of breach of contract include proof of the existence of a contract, of a breach of that contract, and that the breach caused damages.³¹

³⁰ Taken from “Hating so Love can Win,” found at <https://www.theamericanconservative.com/dreher/lgbt-hating-so-love-can-win-whitefield-academy/> (accessed January 22, 2020, attached as **Exhibit 11**).

³¹ *EQT Prod. Co. v. Big Sandy Co., L.P.*, No. 2017-CA-001178-MR, 2019 WL 5850586 (Ky. Ct. App. Nov. 8, 2019)(citing *Barnett v. Mercy Health Partners-Lourdes, Inc.*, 233 S.W.3d 723, 727 (Ky. App. 2007)).

97. Here, the Contract stated that Whitefield would not release details about a student's disciplinary history or background.

98. Whitefield breached the Contract when it shared those details with the media.

99. Here, the Contract stated that Whitefield would follow disciplinary procedures as outlined in the Fact Section above.

100. Whitefield breached the Contract when it failed to follow its own procedures.

101. Here, the Contract stated a student would be permitted "contrition" time to attend counseling at the school.

102. Whitefield breached the Contract when it failed to permit K.K. to attend counseling after the photo came to its attention.

103. Whitefield's numerous breaches of the Contract have caused Plaintiffs to suffer damages.

COUNT II
DEFAMATION
AGAINST WHITEFIELD ACADEMY

104. Plaintiffs restate, adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

105. In Kentucky, defamation occurs when the Defendant publishes defamatory or false facts about the Plaintiff, causing injury to the Plaintiff's reputation.³²

106. When, Whitefield spoke to the media about K.K. 's history, it made defamatory statements about K.K.

³² *Stringer v. Wal-Mart Stores, Inc.*, 151 S.W.3d 781, 793 (Ky. 2004).

107. As a result of Whitefield's defamatory statements, the Plaintiffs have suffered, and continue to suffer, injury to their reputations.

108. As a result of Whitefield's defamatory statements, the Plaintiffs have suffered, and continue to suffer, severe emotional injuries.

109. As set forth herein, the harm caused by Whitefield's is a substantial factor in causing damages and injuries to the Plaintiffs, and Whitefield is liable to Plaintiffs for all damages alleged herein.

COUNT III
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS ("OUTRAGE")
AGAINST WHITEFIELD ACADEMY

110. Plaintiffs restate, adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

111. In Kentucky, an intentional infliction of emotional distress or outrage has occurred when someone 1) acts intentionally, 2) in a manner that is so outrageous or intolerable as to offend generally accepted standards of morality and decency and 3) causes another to suffer severe emotional distress.

112. When Whitefield effectively outed a fifteen-year-old against her will, to her parents, the media, and others, it acted intentionally and outrageously such that its actions offended a generally accepted standard of morality.

113. When Whitefield expelled a fifteen-year-old for appearing gay, it acted intentionally and outrageously such that its actions offended a generally accepted standard of morality.

114. When Whitefield published confidential details about K.K. 's disciplinary history and statements concerning her confidential disciplinary record, it acted intentionally and outrageously such that its actions offended a generally accepted standard of morality.

115. When Whitefield, through its representatives, went to the media to tarnish the reputation of a child—K.K.—it acted intentionally and outrageously such that its actions offended a generally accepted standard of morality.

116. As a result of Whitefield's intentional actions, K.K. has suffered and continues to suffer long-term mental and emotional distress, which will require extensive therapy and treatment.

117. As set forth herein, Whitefield's actions were a substantial factor in causing injuries and damages to K.K. and Whitefield is liable to K.K. for all damages alleged herein.

COUNT IV
INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS ("OUTRAGE")
AGAINST DR. BRUCE JACOBSON

118. Plaintiffs restate, adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

119. In Kentucky, an intentional infliction of emotional distress or outrage has occurred when someone 1) acts intentionally, 2) in a manner that is so outrageous or intolerable as to offend generally accepted standards of morality and decency and 3) causes another to suffer severe emotional distress.

120. When Dr. Bruce Jacobson effectively outed a fifteen-year-old against her will, to her parents, the media, and others, he acted intentionally and outrageously such that his actions offended a generally accepted standard of morality.

121. When Dr. Bruce Jacobson expelled a fifteen-year-old for appearing gay, he acted intentionally and outrageously such that his actions offended a generally accepted standard of morality.

122. When Dr. Bruce Jacobson published confidential details about K.K.'s disciplinary history and statements concerning her confidential disciplinary record, he acted intentionally and outrageously such that his actions offended a generally accepted standard of morality.

123. When Dr. Bruce Jacobson, or an individual at his behest, took to the media to tarnish the reputation of a child—K.K.—he acted intentionally and outrageously such that his actions offended a generally accepted standard of morality.

124. As a result of Bruce Jacobson's intentional actions, K.K. has suffered and continues to suffer long-term mental and emotional distress, which will require extensive therapy and treatment.

125. As set forth herein, Dr. Bruce Jacobson's actions were a substantial factor in causing injuries and damages to K.K. and Dr. Bruce Jacobson is liable to K.K. for all damages alleged herein.

COUNT V
INVASION OF PRIVACY
AGAINST WHITEFIELD ACADEMY

126. Plaintiffs restate, adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

127. In Kentucky, a person's right to privacy is invaded when another person commits an unreasonable intrusion upon the seclusion of the person or publicly discloses private facts related to the person's private life.

128. To state a claim for public disclosure of private facts, the Plaintiff must show that the matter publicized would be highly offensive to a reasonable person and is not of legitimate concern to the public.

129. When Whitefield published details about K.K. 's disciplinary "history," it publicly disclosed private facts that are not of a legitimate concern to the public as K.K. is a fifteen-year-old child.

130. When Whitefield, or someone at Whitefield's behest, stalked the private social media pages of Ms. Alford and found the Photo, it invaded Ms. Alford's privacy.

131. As a result, of Whitefield's invasions of privacy, Ms. Alford and K.K. suffered harm, including severe emotional distress.

132. As set forth herein, the harm that Whitefield caused was a substantial factor in causing damages and injuries to the Plaintiffs and Whitfield is liable to Plaintiffs for all damages alleged herein.

PLAINTIFFS' CLAIMS AGAINST TAC DEFENDANTS

* * * * *

“Let the little children come to me, and do not hinder them, for the kingdom of heaven belongs to such as these.”

Matthew 19:13-14

* * * * *

COUNT VI
DEFAMATION AGAINST
THE AMERICAN CONSERVATIVE, MAGAZINE

133. Plaintiffs restate the adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

134. In Kentucky, defamation occurs when the Defendant publishes defamatory or false facts about the Plaintiff, causing injury to the Plaintiff's reputation.³³

135. When the American Conservative published the article entitled “Rainbow Cake Girl: The True Story,” it published defamatory statements about K.K. and Plaintiff Alford.

136. As a result of the American Conservative's defamatory statements, the Plaintiffs have suffered, and continue to suffer, injury to their reputations.

³³ *Stringer v. Wal-Mart Stores, Inc.*, 151 S.W.3d 781, 793 (Ky. 2004).

137. As a result of the American Conservative's defamatory statements, the Plaintiffs have suffered, and continue to suffer, severe emotional injuries.

138. As set forth herein, the harm caused by the American Conservative is a substantial factor in causing damages and injuries to the Plaintiffs, and the American Conservative is liable to Plaintiffs for all damages alleged herein.

COUNT VII
DEFAMATION AGAINST
ROD DREHER

139. Plaintiffs restate, adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

140. In Kentucky, defamation occurs when the Defendant publishes defamatory about the language about the Plaintiff, causing injury to the Plaintiff's reputation.³⁴

141. When, Defendant Rod Dreher wrote and published the articles entitled "Rainbow Cake Girl: The True Story," and "Hating so Love Can Win," he published defamatory statements about K.K. and Plaintiff Alford.

142. As a result of Rod Dreher's defamatory statements, the Plaintiffs have suffered, and continue to suffer, injury to their reputations.

143. As a result of Rod Dreher's defamatory statements, the Plaintiffs have suffered, and continue to suffer, severe emotional injuries.

144. As set forth herein, the harm caused by Rod Dreher is a substantial factor in causing damages and injuries to the Plaintiffs, and Rod Dreher is liable to Plaintiffs for all damages alleged herein.

³⁴ *Stringer v. Wal-Mart Stores, Inc.*, 151 S.W.3d 781, 793 (Ky. 2004).

COUNT VIII
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (“Outrage”)
AGAINST THE AMERICAN CONSERVATIVE

145. Plaintiffs restate, adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

146. In Kentucky, an intentional infliction of emotional distress or outrage has occurred when someone 1) acts intentionally, 2) in a manner that is so outrageous or intolerable as to offend generally accepted standards of morality and decency and 3) causes another to suffer severe emotional distress.

147. When the American Conservative published the article entitled “Rainbow Cake Girl: The True Story,” it acted intentionally and outrageously such that its actions offended a generally accepted standard of morality.

148. As a result of the American Conservative’s intentional actions, K.K. has suffered and continues to suffer long-term mental and emotional distress, which will require extensive therapy and treatment.

149. As a result of the American Conservative’s intentional and outrageous actions, the Plaintiffs have suffered, and continue to suffer, severe emotional injuries.

150. As set forth herein, the harm caused by the American Conservative is a substantial factor in causing damages and injuries to the Plaintiffs, and the American Conservative is liable to Plaintiffs for all damages alleged herein.

COUNT IX
INVASION OF PRIVACY
AGAINST THE AMERICAN CONSERVATIVE

151. Plaintiffs restate, adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

152. In Kentucky, a person's right to privacy is invaded when another person commits an unreasonable intrusion upon the seclusion of the person or publicly discloses private facts related to the person's private life.

153. To state a claim for public disclosure of private facts, the Plaintiff must show that the matter publicized would be highly offensive to a reasonable person and is not of legitimate concern to the public.

154. When the American Conservative published photos taken from the private social media account of a child, it invaded K.K. 's privacy in a manner which would be highly offensive to a reasonable person.

155. As a result of the American Conservative's actions, K.K. has suffered and continues to suffer long-term mental and emotional distress, which will require extensive therapy and treatment.

156. As a result of the American Conservative's intentional and outrageous actions, the Plaintiffs have suffered, and continue to suffer, severe emotional injuries.

157. As set forth herein, the harm that the American Conservative caused was a substantial factor in causing damages and injuries to the Plaintiffs and the American Conservative is liable to Plaintiffs for all damages alleged herein.

COUNT X
INVASION OF PRIVACY
AGAINST ROD DREHER

158. Plaintiffs restate, adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

159. Plaintiffs restate the adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

160. In Kentucky, a person's right to privacy is invaded when another person commits an unreasonable intrusion upon the seclusion of the person or publicly discloses private facts related to the person's private life.

161. To state a claim for public disclosure of private facts, the Plaintiff must show that the matter publicized would be highly offensive to a reasonable person and is not of legitimate concern to the public.

162. When Rod Dreher published photos taken from the private social media account of a child, he invaded K.K. 's privacy in a manner which would be highly offensive to a reasonable person.

163. As a result of Rod Dreher's actions, K.K. has suffered and continues to suffer long-term mental and emotional distress, which will require extensive therapy and treatment.

164. As a result of Rod Dreher's actions, K.K. has suffered severe harm.

165. As set forth herein, the harm that Rod Dreher caused was a substantial factor in causing damages and injuries to the Plaintiffs and Rod Dreher is liable to Plaintiffs for all damages alleged herein.

COUNT XI
INVASION OF PRIVACY- MISAPPROPRIATION OF IMAGE
AGAINST THE AMERICAN CONSERVATIVE

166. Plaintiffs restate, adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

167. In Kentucky, a Defendant has misappropriated the image of the Plaintiff when it uses an image without the Plaintiff's permission to make a point or gain viewership.

168. When The American Conservative published photos taken from the private social media account of a child, he misappropriated K.K. 's image--a minor child--without her permission, the permission of her guardian, and in a manner which would be highly offensive to a reasonable person.

169. As a result of The American Conservative's actions, K.K. has suffered and continues to suffer long-term mental and emotional distress, which will require extensive therapy and treatment.

170. As a result of The American Conservative's actions, the Plaintiffs have suffered severe harm.

171. As set forth herein, the harm that The American Conservative caused was a substantial factor in causing damages and injuries to the Plaintiffs and The American Conservative is liable to Plaintiffs for all damages alleged herein.

COUNT XII
INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS ("OUTRAGE")
AGAINST ROD DREHER

172. Plaintiffs restate the adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

173. In Kentucky, an intentional infliction of emotional distress or outrage has occurred when someone 1) acts intentionally, 2) in a manner that is so outrageous or intolerable as to offend generally accepted standards of morality and decency and 3) causes another to suffer severe emotional distress.

174. When Rod Dreher effectively outed a fifteen-year-old against her will, to the public, he acted intentionally and outrageously such that its actions offended a generally accepted standard of morality.

175. When Rod Dreher published false claims about K.K. 's disciplinary history and statements concerning her reputation, he acted intentionally and outrageously such that his actions offended a generally accepted standard of morality.

176. When Rod Dreher, or an individual at his behest, wrote articles that skew the reputation of a child—K.K.—he acted intentionally and outrageously such that his actions offended a generally accepted standard of morality.

177. As a result of Rod Dreher's intentional actions, K.K. has suffered and continues to suffer long-term mental and emotional distress, which will require extensive therapy and treatment.

178. As set forth herein, Rod Dreher's actions were a substantial factor in causing injuries and damages to K.K., and Rod Dreher is liable to K.K. for all damages alleged herein.

PLAINTIFFS' CLAIMS AGAINST UNKNOWN PERSON(S)

COUNT XIII
INVASION OF PRIVACY
UNKNOWN PERSON(S)

179. Plaintiffs adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

180. In Kentucky, a person's right to privacy is invaded when another person commits an unreasonable intrusion upon the seclusion of the person or publicly discloses private facts related to the person's private life.

181. To state a claim for public disclosure of private facts, the Plaintiff must show that the matter publicized would be highly offensive to a reasonable person and is not of legitimate concern to the public.

182. When Unknown Person(s) stalked the private social media pages of K.K. and provided images to Rod Dreher and/or the American Conservative, the Unknown Person(s) invaded K.K.'s privacy.

183. As a result, of Unknown Person(s)'s invasions of privacy, Ms. Alford and K.K. suffered harm, including severe emotional distress.

184. As set forth herein, the harm that Unknown Person(s) caused was a substantial factor in causing damages and injuries to the Plaintiffs and Unknown Person(s) is liable to Plaintiffs for all damages alleged herein.

COUNT XIV
INVASION OF PRIVACY
UNKNOWN PERSON(S)

185. Plaintiffs adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

186. In Kentucky, a person's right to privacy is invaded when another person commits an unreasonable intrusion upon the seclusion of the person or publicly discloses private facts related to the person's private life.

187. To state a claim for public disclosure of private facts, the Plaintiff must show that the matter publicized would be highly offensive to a reasonable person and is not of legitimate concern to the public.

188. When Unknown Person(s) stalked the private social media pages of Ms. Alford and provided images to Whitefield Academy, the Unknown Person(s) invaded K.K.'s privacy.

189. As a result, of Unknown Person(s)'s invasions of privacy, Ms. Alford and K.K. suffered harm, including severe emotional distress.

190. As set forth herein, the harm that Unknown Person(s) caused was a substantial factor in causing damages and injuries to the Plaintiffs and Unknown Person(s) is liable to Plaintiffs for all damages alleged herein.

COUNT XV
DEFAMATION AGAINST
UNKNOWN PERSON(S)

191. Plaintiffs restate adopt, reiterate, and reincorporate by reference all prior allegations as if fully set forth herein.

192. In Kentucky, defamation occurs when the Defendant publishes defamatory about the language about the Plaintiff, causing injury to the Plaintiff's reputation.³⁵

193. When, Unknown Person(s) falsely told Rod Dreher and The American Conservative that K.K. had sexually harassed other female students, Unknown Person(s) defamed and otherwise made false claims regarding K.K..

194. As a result of those defamatory statements, K.K. has suffered, and continues to suffer, injury to her reputation.

195. As a result of those defamatory statements, K.K. has suffered, and continues to suffer, severe emotional injuries.

196. As set forth herein, the harm caused by Unknown Person(s) is a substantial factor in causing damages and injuries to K.K., and Unknown Person(s) is liable to K.K. for all damages alleged herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray the Court for relief as follows:

1. Judgment against the Defendants in an amount which will fairly and reasonably compensate the Plaintiffs for Plaintiffs' damages alleged herein.
2. Judgement against the Defendants for punitive damages.
3. Trial by Jury;

³⁵ *Stringer v. Wal-Mart Stores, Inc.*, 151 S.W.3d 781, 793 (Ky. 2004).

4. Plaintiffs' costs expended herein; and

5. Any other relief in law or equity to which the Plaintiff may reasonably be entitled including the right to amend this Complaint if necessary.

Respectfully submitted,

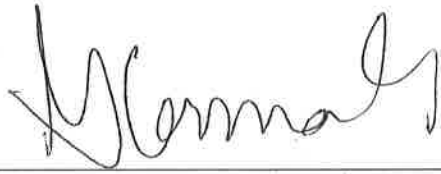
CONNALLY LAW OFFICES, LLC

A handwritten signature in black ink, appearing to read 'G. Connally', is written over a horizontal line.

Georgia T. Connally
Connally Law Offices, LLC
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Counsel for Plaintiffs

CERTIFICATE

This is to certify that a copy of the foregoing was sent to the above addresses and service was initiated via the Kentucky Secretary of State as required, on this the 22^{3rd} day of January, 2020.

A handwritten signature in black ink, appearing to read "G. Connally", written over a horizontal line.

Georgia T. Connally
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georgia@connallylawoffices.com
Counsel for Plaintiffs

EXHIBIT

1



EXHIBIT

2



To the Parents of Kayla Kenney,

This letter serves as notification that Kayla is being dismissed from Whitefield Academy, effective January 6, 2020. This is due to a continued breach of the Whitefield code of conduct, which was discussed in-person on October 17, 2019.

Sincerely,

Mr. Derek R. Hopperton
High School Assistant Principal
Whitefield Academy

Dr. Bruce A. Jacobson
Head of School
Whitefield Academy

To the Parents of Kayla Kenney,

We are sorry to inform you that due to a continued breach of our school policies and expectations, Kayla is being dismissed from Whitefield Academy, effective today, January 6, 2020. Please see the attached letter which serves as the official notice.

The WA Administration has been made aware of a recent picture, posted on social media, which demonstrates a posture of morality and cultural acceptance contrary to that of Whitefield Academy's beliefs (see the attached picture). Per our in-person meeting on October 17, 2019, we made it clear that any further promotion, celebration, or any other actions and attitudes that are counter to Whitefield's philosophy would not be tolerated. As a result, we regret to inform you that Kayla is being dismissed from the school, effective immediately.

Please contact the High School Secretary Lori Fryling with any questions regarding Kayla's records and transcripts.

Thank you,

B. A. Jacobson, Ed.D, Ed.S

Head of School

EXHIBIT

3



The American Conservative

[BLOGS](#) ▾[ABOUT](#)[CATEGORIES](#) ▾[EVENTS](#)[FELLOWS PROGRAM](#)[VIDEOS](#)

Rod Dreher

Senior Editor



Rod Dreher is a senior editor at *The American Conservative*. He has written and edited for the *New York Post*, *The Dallas Morning News*, *National Review*, the *South Florida Sun-Sentinel*, the *Washington Times*, and the *Baton Rouge Advocate*. Rod's commentary has been published in *The Wall Street Journal*, *Commentary*, the *Weekly Standard*, *Beliefnet*, and *Real Simple*, among other publications, and he has appeared on NPR, ABC News, CNN, Fox News, MSNBC, and the BBC. He lives in Baton Rouge, Louisiana, with his wife Julie and their three children. He has also written four books, *The Little Way of Ruthie Leming*, *Crunchy Cons*, *How Dante Can Save Your Life*, and *The Benedict Option*.

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EXHIBIT

4

WHITEFIELD ACADEMY

Parent/Student Handbook

(Grades K-12)



Whitefield Academy • 7711 Fegenbush Lane • Louisville, KY 40228

Office: (502) 239-2509 Fax: (502) 239-3144

www.whitefield.org

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MISSION STATEMENT

The mission of Whitefield Academy is to serve Christian families by providing a Christ-centered, Biblically-based education marked by academic excellence and spiritual vitality.

VISION STATEMENT

The vision of Whitefield Academy is to produce powerful and effective student leaders who will impact their world through Biblical thought and action in obedience to the Great Commission (Matthew 28:19-20) and the Great Commandment (Mark 12:30-31).

PHILOSOPHY

Whitefield Academy fosters intellectual, moral, spiritual and social development consistent with a commitment to Christian truth, morals and freedom which has been provided by our Creator. Because Biblical objective truth directs the learning at Whitefield Academy we reject relativism and secularism that accompany political, ideological or philosophical agendas. Therefore, intellectual inquiry affirms the answers that Christianity offers. The ethical absolutes of the Ten Commandments and Christ's moral teachings guide the effort to develop intellect and character in the classroom, chapel, and co-curricular activities. While many points of view may be examined, the Whitefield Academy unapologetically advocates preservation of a uniquely Christian worldview.

Further, Whitefield Academy accepts its role as an institution of academic learning and instruction that ministers in association with Highview Baptist Church. This association exists to enhance the following:

1. Education is focused on truth, of which God is the ultimate source. He reveals himself to us in nature; in His Son; and in the Bible, the only inerrant, authoritative, and sufficient rule for faith and practice (Heb. 1:1-3; II Tim. 3:16,17)
2. The Lordship of Christ and the sovereignty of God are all-inclusive; therefore all areas of life and learning are regarded as sacred (Rom. 11:36; 1 Cor. 10:31b).
3. Christian education is the result of all knowledge being tested against, and integrated with, a biblically based view of God and the world (2 Cor. 10:4b-5; John 1:3).
4. The primary responsibility for the education of children rests with parents (Dt 6:7,8; Genesis 17:7; Prov. 22:6). However, the Christian school and the church provide complementary roles in educating students for lives of fellowship with God and service to others (Dt. 11:18; Ps. 78:4).
5. The Christian teacher, empowered by the Holy Spirit, guides and nurtures students through instruction, admonition and personal example. The Christian teacher is a living curriculum that models and encourages students in academic, social and spiritual growth (Col. 1:28; Prov. 1:7).
6. God reveals himself to students through revelation, both general and special. Through general revelation students learn of God and His world (Acts 14:17; Rom. 1:18-20). Special revelation and regeneration are regarded as essential components of Christian education because a personal relationship with Jesus Christ provides students with the ability to view life from a Biblical perspective (I Cor. 2:14).
7. All students are created by God with unique talents as well as particular developmental growth patterns. Therefore, the learning process is enhanced as teachers utilize varied teaching strategies and instructional environments (Ps. 139:13-15; Rom. 12:4-8).
8. Excellence in the quality of education offered to children brings glory to God and provides a compelling witness to our neighbors (Phil. 1:9-11).
9. The goal of Christian education is to develop students who will serve God and affect their community and the world by thinking and acting biblically in all aspects of life (Rom. 12:2).
10. Orthodoxy and orthopraxy cannot be divided; therefore student speech and action must bring honor to Jesus Christ so that the students will be able to give reason for the hope which they have in Christ Jesus (II Tim. 2:15; I Pet. 3:15).

CORE VALUES

1. **Centrality of the Christian Faith** – Whitefield Academy believes that the Bible is the final authority for the Christian relating to matters of faith and practice. We believe in the virgin birth, sinless life, substitutionary atonement and imminent return of our Lord Jesus Christ. These beliefs are foundational to all activities related to the ministry of Whitefield Academy (II Timothy 3:16-17).
2. **Compassion and respect for all people** – Whitefield Academy believes each individual is uniquely created by God and endowed with specific gifts and abilities. These gifts and abilities encourage mutual respect, promote Christian love and provide motivation to resolve conflict in a peaceable and Biblical manner (Matthew 18:15-35).
3. **Commitment to family values** - Whitefield Academy exists to serve Christian families in the process of education. As such, the school is supportive of family issues and concerns. We exist to strengthen the family through a balanced educational program that considers the academic and relational needs of the family (Psalm 127).
4. **Consistent focus on scholastic excellence** - Whitefield Academy is a college preparatory program (Preschool-12) with a challenging academic curriculum as well as a comprehensive extracurricular program that allows each student to pursue academic excellence while developing spiritual, physical, social and intellectual disciplines. We intend to produce students who lead by example and impact the world for Jesus Christ (II Timothy 2:15).
5. **Community involvement** - Whitefield Academy promotes citizenship and community involvement through school wide benevolence ministries and community service programs (Matthew 5:13-16).
6. **Caring attitude of servanthood** - Whitefield Academy is dedicated to serving the needs of our parents, students, faculty and staff. Furthermore, we recognize that these persons are the keys to the school's success (Matthew 20:25-28).
7. **Careful stewardship of all resources** - Whitefield Academy is committed to responsible management of the time, talent and treasure entrusted to us by our Creator, God (Matthew 25:14-29).

ACCREDITATION

Whitefield Academy is fully accredited by the Association of Christian Schools International (ACSI), Southern Association of Colleges and Schools / Council on Accreditation and School Improvement (SACS CASI AdvancEd), and the Kentucky Non-Public School Commission.

ORGANIZATIONAL STRUCTURE

Whitefield Academy is a ministry of Highview Baptist Church.

The Head of School reports directly to the Senior Pastor of Highview Baptist Church and oversees the daily operations of the school in conjunction with the school level principals. The non-instructional staff (office, nurse, etc.) and those in special areas (athletics and fine arts) are supervised by the respective principals.

The classroom teacher is the school's primary contact with the student. Teachers are selected not only for their instructional skills and academic preparedness, but also for their love for and understanding of children. As those engaged by you to assist with the educating of your child, we care for and deeply love each child as if they were our very own.

ADMINISTRATIVE PREROGATIVE

The intent of this handbook is to give general guidelines to be adhered to by students and parents. Sometimes there will occur new situations or changing circumstances not covered specifically by this handbook. The Administration reserves the right to interpret or change any policy or procedure at any time by its sole discretion in responding to these new or changing situations.

COMPLAINT OR PROBLEM PROCEDURE

During the course of the year, occasional misunderstandings or problems may arise between a teacher and student, teacher and parent, parent and school or any one of several possible areas. This is often the result of a lack of communication between those involved.

The school's policy for dealing with these situations is mentioned below. This policy is consistent with the teachings found in Matthew 18.

1. All questions, problems, or complaints should first be brought directly to the teacher or coach before anyone else is involved.
2. If the situation is not cleared up at this level through direct contact, it should then be brought to the school level principals.
3. If the problem is still not solved at the previous level, it should then be presented to the Head of School.

"If your brother sins against you, go and show him his fault, just between the two of you. If he listens to you, you have won your brother over. But if he will not listen, take one or two others along, so that every matter may be established by the testimony of two or three witnesses. If he refuses to listen even to the church, treat him as you would a pagan or a tax collector. I tell you the truth, whatever you bind on earth will be bound in heaven, and whatever you loose on earth will be loosed in heaven. Again, I tell you that if two of you on earth agree about anything you ask for, it will be done for you; by my Father in heaven. For where two or three come together in my name, there I am with them." Matthew 18:15-20

Parents must agree to follow these steps and to attempt a positive resolution to problems and disagreements within the school community. Activities to be avoided at all times include gossiping, rumor mongering, and spreading of hearsay reports. The good reputations of other persons and of the school are to be protected and promoted.

PARENT PARTICIPATION

Parent Involvement

Parents are encouraged to share ideas and concerns with the school administration. Parents are invited to participate in the following areas:

1. **Parent Teacher Fellowship (PTF)** - This group meets several times each year. The meetings give parents and teachers an opportunity to share in student presentations. This group raises money and works on a variety of projects to help the school. **The primary mission of this group is to support, encourage and pray for the teachers.**
2. **Parent Tutors and Classroom Aides** - Parents are invited to work in the classrooms during scheduled times once a background check is completed. Parents should make prior arrangements with the teacher. Because there are small tasks parents will be asked to do (i.e. pass out papers, correct work, help prepare snacks, etc.) and because pre-school children can be very distracting, parents should not bring siblings on the days they help in their child's classroom or when chaperoning field trips. Any parent, who wishes to assist the teachers in tutoring or volunteering as an aide, should contact the appropriate teacher.
3. **Athletic Parent Volunteers** - This group is designed for the purpose of assisting our athletic programs.
4. **Friends of the Library** - These individuals work to advance our library program by volunteering, making acquisitions and promoting the book fairs.
5. **Back To School Orientation** - At least one parent is expected to attend the Back to School Orientation session at the beginning of the school year.
6. **The Senior Parent Meeting** - At least one parent must attend this very important meeting. Details and information for the Senior Retreat, Arts & Crafts Festival, Senior Trip, college admission, scholarship opportunities, and Graduation will be discussed.

Parties

Birthday parties will not be held at school. However, students (Preschool – 5th grade) who wish to celebrate their birthday may bring a treat (cupcakes or individually wrapped cookies) for the entire class for lunch or snack time. No personal party invitations are to be distributed at school unless every student in the class receives one.

The PTF room parents will assist the teacher in preparing class parties. We request that parents not bring pre-school children when they are assisting with class parties.

NOTE: Christmas giving will focus on needy individuals outside the school community. The school will select a giving project annually which will be announced to parents, teachers and students. Whitefield Academy does not allow student gift exchange during the school day.

Field Trips

Each year we plan several field trips. These field trips and excursions shall be conducted under the supervision of teachers and/or administration to museums, art galleries, places of historical, industrial or civic interest, field and woods for nature study and institutions or places of similar character. These trips, in the opinion of the administration, must promote the education of students. All field trips should be curriculum related. The place to be visited and the method of transportation shall be approved by the principal. All such trips will require the prior written consent of the parents of each student attending.

A **general permission form** must be filled out at the beginning of school. This form will be kept on file in the office and we will notify you in advance of a field trip. Parents are given the opportunity to accompany their child on at least one trip during the year. **In order to help with the students and to spend quality time with your own student, other siblings (brothers/sisters) may not go on field trips.** Every parent that wishes to chaperone on a field trip must have a background check on file with the school.

Buses are contracted for field trips. All students are to remain seated while the bus is in motion. All parents are welcome to attend and are asked to assist the teacher by watching three or four students while on the field trip. Parents may ride the bus with the students as space allows.

School Pictures

Individual school pictures are taken. Group pictures, by class, are also taken. Team and individual pictures are taken of our sports teams. Dates for all pictures will be announced and order forms sent home to be used to order pictures if desired. Orders should be placed at the time the pictures are taken.

Photograph/Video Release

Permission to use a student's photo for publication and marketing purposes is implied unless the school is notified in writing that permission is denied.

PTF

The Parent Teacher Fellowship of Whitefield Academy is an organization that supports the overall ministry of the school.

PTF Objectives

The objectives of the PTF shall be:

1. To encourage prayer support for the school.
2. To support and promote the faculty, staff and administration.
3. To help raise financial support.

The objectives of this organization are promoted in cooperation with the school administration and the school committee, committees, and programs. All decisions must be approved by the Head of School, including all fundraising activities and expenditures of funds.

PTF Membership

Any parent and/or guardian whose child is enrolled in Whitefield Academy and who subscribe to the objectives and basic policies of this organization, and all faculty members, administrators and School Committee may be members. Only members in good standing may be eligible to participate or to serve in any of its appointed positions. The term of membership shall be from the first day of school through the last day of school inclusive.

PTF Leadership Team

All PTF Leadership Team members shall be born-again Christians shall agree to the Whitefield Academy Statement of Faith, and subscribe to the principles and tenets of Whitefield Academy as are required by faculty and administration. The Head of School and the current PTF Director will make appointments for the PTF Leadership Team in early spring for the subsequent school year. Team members shall assume their official duties at the close of the June PTF Leadership Team meeting and they shall serve for a term of one year, and/or until their successors are appointed. PTF Leadership Team members may serve consecutive terms.

The duties of the PTF Leadership Team are:

1. To approve plans and actions of the Event Coordinators.
2. To attend and present a report at the quarterly PTF Leadership Team meetings.
3. To plan PTF events.
4. To conduct themselves in a manner that is consistent with Christian principles and ethics setting a positive example for students and parents.

PTF Treasury

The school's Director of Finances will serve in the capacity of treasurer for the PTF.

HOLIDAYS AND BREAKS

Observed Holidays

Whitefield Academy observes Christmas Break, Easter (Good Friday), Thanksgiving Break, Martin Luther King Day, Spring Break, Labor Day, and Memorial Day. Neither students nor faculty are required to be present during these holidays. This is subject to change at Administrative discretion.

Halloween

Whitefield Academy does not celebrate Halloween and asks that nothing with witches, ghosts, skeletons, haunted houses etc., be brought to school.

Teacher In-Service Days

Students are not required to attend class during assigned Teacher In-Service days. Teachers are required to be present. In-Service days are designed to allow teachers to engage in continuing education, perform administrative assignments as well work on school accreditation matters.

Severe Weather – School Closing

Severe Weather – School Closing

In the event of severe weather (i.e., snow, ice, tornados), the official announcement for school closings will be communicated using the parent alert system, over local radio and TV stations, and listed on our website at www.whitefield.org. Please **DO NOT CALL SCHOOL OFFICE**. Please check the alert system, listen to WHAS Radio (AM840), or television channels 3, 11, 32, or 41 for information. In the event that school is not cancelled, delayed, or dismissed early, it is always the prerogative of the parent to determine the safest option for their student(s).

FRONT OFFICE

Lost and Found

Lost articles, including books, clothing, valuables, etc., may be reclaimed in the school office. Items in Lost & Found that are not labeled with students names will be sorted and distributed to areas of need at the end of every month.

Telephone Calls

Telephone messages will be relayed to the student at the end of each school day. **Only emergency calls** will be referred to the student immediately. Students will be allowed to use the office phones with special permission. Parents and teachers should always be careful not to disrupt classroom instruction times.

General Visitors

All visitors must check in at the School/Preschool Office and wear a visitor's badge identifying them to the school community. Also, visitors must sign out of the office when leaving the property.

Communication

1. Renweb is the school administrative software package by which parents can track grades, schedules, discipline, lunch balances, and all other information related to student life. Parents can access up-to-date student information and grades through the RenWeb parent portal found under the "Quick Links" tab on the school website.
2. The "Whitefield Monthly" is an all-school newsletter published every month and will be e-mailed to all school families as well as posted on Renweb. This a vital communication tool to keep families up-to-date on many facets that affect the entire school community.
3. All faculty and staff members have a Whitefield Academy e-mail address that is linked to the school website. We encourage parents to use this form of communication as it is the fastest and easiest form of communication. All school personnel should respond to e-mailed correspondence within a 24-hour period.
4. A grade level newsletter will be sent home weekly for grades K-5.

FUND-RAISING

Student Fund Raising

All proposed fund-raising activities must be submitted in writing to the School finance Office for approval by the Fund Raising Committee.

General Fund Raising and Sales

Whitefield Academy recognizes that there are many great and wonderful businesses and causes for which there should be honest and sincere Christian support. As Christians we prayerfully support many ministries. We are diligent in protecting our mission to educate students in a Christ-centered, Biblically based atmosphere marked by academic excellence and spiritual vitality. We purpose to keep our focus on academics and the development of well rounded and well grounded students. To this end, there are projects in which we will engage as a school. We cannot possibly support every project with which our school families may be personally involved.

The Annual Fund

Annually, student tuition is set at less than what it requires to educate an individual student. Whitefield Academy maintains this practice so as to model for its student body trust in and reliance on the Lord Jesus Christ to be a provider.

The intention is to demonstrate the power of God and to purposefully rely on his graciousness as a provider and redeemer. Through our Annual Fund, families have the opportunity to trust as well. The Annual Fund is an opportunity to give voluntarily an offering (not a tithe). Tuition is mandated, but the Annual Fund is a voluntary giving to the ministry of God in this place. The Annual Fund is designed to

cover the deficit through cooperation rather than by compulsion. By participating you are also trusting in God's promises (2 Cor 9:7, Acts 20:35, Luke 6:38, Phil 4:19) to provide for you.

Each year our goal is to have 100% faculty and 100% parent involvement with the annual fund.

Immunization Policy

Kentucky State law decrees that each student must present to the school a current Kentucky (original) immunization certificate. Immunizations may be obtained from any branch of the Jefferson County Health Department or your doctor's office.

In keeping with the Kentucky State immunization law and Whitefield Academy policy, students must have on file with the school a current immunization certificate. It is the parents' responsibility to ensure that this certificate is current even if the certificate should expire during the school year.

In the event that a certificate does expire during the school year or it be discovered that a certificate is missing:

1. The school nurse will send a letter to parents of those students with missing and/or expired certificates.
2. The school nurse will follow up 1 week later with a phone call to the parent if no action has been taken.
3. If action still has not been taken, the student will not be allowed to attend class until all requirements have been met.

ACADEMIC GRADES AND RECORDS

Grading

Teachers consider many things prior to determining a student's level of progress. Factors considered include:

1. Completion/quality of homework and daily assignments
2. Neatness of work submitted
3. Class participation
4. Test performance
5. Proper spelling and good grammar

A serious attempt is always made to provide parents and students some evaluation of students' progress that is consistent and meaningful. Most grades will be weighted based on 50% daily work. Math will remain at 60% tests, 40% daily work. Please refer to class syllabus or grade booklets for specific details. The grading system is reflected on each nine week report card as follows:

<u>Academic</u>	<u>Grade</u>	<u>Conduct</u>
90-100	A	Excellent Behavior
80-89	B	Good Behavior
70-79	C	Needs Improvement
60-69	D	Poor Behavior
Below 60	F	Unacceptable Behavior

Elementary & Middle School Grading

The school year is divided into 4 nine week quarters. Each quarter's grade is one-fourth of the grade for specific subjects for the year. Therefore, the formula for grades would be as follows:

$$Q1 + Q2 + Q3 + Q4 = \text{Grade}$$

High School Grading

The High School year is divided into 2 semesters. Grades earned in each semester are qualified in two ways: **Quality Points**, which factor into GPA and **Credits**, which factors into eligibility to graduate. Student semester grades are awarded on the following basis:

9th: Semester grades = 45% (Q1/Q3) + 45% (Q2/Q4) + 10% Final Exam

10th: Semester grades = 42.5% (Q1/Q3) + 42.5% (Q2/Q4) + 15% Final Exam

11th: Semester grades = 42.5% (Q1/Q3) + 42.5% (Q2/Q4) + 15% Final Exam

12th: Semester grades = 40% (Q1/Q3) + 40% (Q2/Q4) + 20% Final Exam

*Final exam in elective courses are calculated as 15%

High School Grade Points

High School students are awarded grade points for the grades that they earn in their courses. Points determine grade point average (GPA). They are awarded based on the class level, standard or advanced placement (AP), and the grade earned. AP classes are weighted 1.0 point higher than standard classes. The following points are awarded for class level and grade earned.

<u>Grade</u>	<u>Standard Classes</u>	<u>AP Classes</u>
A	4.0	5.0
B	3.0	4.0
C	2.0	3.0
D	1.0	1.0
F	0	0.0

High School Credits

High School students can earn up to 7 credits per academic school year. Students need 26 credits to graduate. Credits are awarded twice during the year, once each semester. Students earn half of their credits during the first semester and the other half during the second semester.

For a student to be awarded credit he/she must receive an overall passing grade for the semester. However, if a passing grade is not obtained credit will not be awarded and the student will have to make-up the credit. Summer school is usually required for students that fail to receive credits during a school year.

Lost Credits

Credit recovery is required for students that fail to receive credits during a school year. Please see the Guidance Counselor on how to make up lost credits. To maintain the integrity of Whitefield Academy's standards, the majority of credits earned should be obtained through Whitefield Academy.

Classification of High School Students

The classification of a high school student will be determined by the number of high school credits obtained at the close of the previous school term. Students may be reclassified at the close of each semester. The following are the credit requirements for each classification:

1-6 Freshman	14-19 Junior
7-13 Sophomore	19-26 Senior

Transfer of Credits

Students who have earned high school credits from another school, before enrolling at Whitefield Academy, may transfer those credits into Whitefield Academy and apply them towards graduation requirements as long as such students meet entrance testing requirements. Whitefield Academy will

accept credits awarded from other schools at face value -- if the other school awarded credit for the course, we will also award credit for the course.

No transfer credit will be considered official until an official transcript from the other school is received by Whitefield Academy.

For students who have been home-schooled, a copy of all high school credits received must be submitted with enrollment application in order to verify the student's academic abilities.

Final Examinations

Students in grades 9-12 take final exams in each of their classes at the end of each semester. Final exams count as a percentage of the semester grade (*see formula under High School Grading*).

Purpose:

In order to measure the students' retention of course material studied and to provide each student with experience in taking comprehensive tests. All students in grades 9 – 12 are required to take semester final exams. These exams are usually administered during the last week of the each semester.

Value:

There are different needs at each grade level regarding the value of a final exam. Therefore, exams will be calculated in with the student's semester grade based on the following scale:

Parameters:

- Percent value of exam can be less than grade-level percent value stated (see above) but cannot be more than value stated.
- Because semester final exams require larger blocks of time to be given; no more than two to three exams will be given daily.
- Any student with three exams in one day may reschedule one of their exams without penalty.
 - Rescheduling must be completed prior to the exam day.
 - Rescheduling must be approved by the teacher whose exam is being rescheduled.
 - Failure to follow this process could result in exam not be rescheduled. Teachers reserve the right to make this decision.
 - Failure to follow this process could result in a \$10.00 charge to the student.
- Rescheduling an exam for any other reason (other than having three in one day) must have prior approval from the high school administration.
- Students are required to wear normal school day attire, unless notified differently, for semester final exams. Student not in school uniform should not be permitted into the final exam room.
- **Teachers may not cancel a final or change final parameters without prior approval from the HS administration.**

Exemptions: (Spring Semester Only)

In order for students to be eligible not to take one or more of their semester exams they must meet all of the following criteria:

- Must be a senior that has participated in semester final exams the previous three semesters of high school.
- A student must have at least a 94% average for the semester in the course (after deductions for all academic penalties).
- Student must not have been absent (during the semester) more than five days.
 - Days missed due to school sponsored functions, activities, etc... or other educational qualifying events (college visits) will not count as an absence.
 - Remember, missing 15 minutes of a class is considered an absence.
- There is no exemption in single semester classes; final must be taken.
- **Teachers may opt to require all students to take the semester final exam for a particular course.**
 - Teachers must announce their final exam policy (on course syllabus) during the first week of the course.

Promotions Policy

1. Grades (K-5) An elementary student who is experiencing academic difficulty, particularly in the critical areas of reading and math may be required to repeat the year if it is determined that the student is very likely not to experience success in the next grade. This decision will be made with input from the teacher, parent(s) and administration by evaluating the child's academic performance, work habits, conduct, and achievement test scores. A tutoring program may be required for students with poor grades. For kindergarten and first grade the student's maturity will be a consideration, also. Notification will be by conference. Unless there is significant improvement, the student may be retained or the parent may be asked to withdraw the student.
2. Grades (6-8) To be promoted to the next grade level a student must pass all classes. No more than two failed subjects per year may be made up through a Whitefield Academy approved summer school or tutoring program. Promotion for Grades 6-8 is determined by a student's academic record, conduct, and attitude.
3. Students advancing to 9th grade at Whitefield Academy may be required to interview with the high school principal to determine their desire to be in the high school program, their aptitude for the rigors of the program or to review the Middle School disciplinary record (see high school admissions procedures).

Class Placement (K-5)

Due to the complicated nature of class placement, parent requests for teachers are not accepted. Students are always selected for classrooms with prayerful consideration. Some of the factors that are taken into account are heterogeneous grouping, gender distribution, social familiarity, learning styles, new student distribution, disciplinary separation, and special learning needs.

Retention

We believe that in certain cases retention is a necessary and appropriate tool in the educational strategies that are used for the development of students. In rare cases, retention is necessary because of academic failure.

1. A goal of Whitefield is to minimize the need for retention. Strong effort in developmental screening, while not infallible, is intended to be a part of this effort. Early communication between the home and school combined with vigorous intervention efforts will always be made to reduce the potential for retention.
2. Retention decisions, if required, are more prominent among early elementary students. This is because students benefit far more in their academic progress when retention occurs during earlier years.
3. The general policy regarding retention is that a student may not be retained more than one time while enrolled in elementary school.

Grade Recognition and Reporting

1. Academic Honors -- High School
 - a. The **Whitefield Honor Roll** consists of students who have achieved the Principal's Honor Roll for the school year.
 - b. The **Principal's Honor Roll** consists of students who have received a **4.0 GPA** for a particular nine weeks.
 - c. The **Honor Roll** consists of students who have a **3.7 or higher GPA** for a particular nine weeks.

Academic Honors – Elementary School & Middle School (Grades 3-8)

- a. The **Whitefield Honor Roll** consists of students who have achieved the Principal's Honor Roll for the school year.